

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kinagen, Inc.	08/27/2011
RECEIVING PARTY DATA	
Name:	Ayers Rock Capital, LLC
Street Address:	1020 Prospect Street
Internal Address:	Suite 409
City:	La Jolla
State/Country:	CALIFORNIA
Postal Code:	92037
PROPERTY NUMBERS Total: 2	
Property Type	Number
PCT Number:	US2011029879
PCT Number:	US2011023949
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	42242-803.831
NAME OF SUBMITTER:	Adriana Serrano
Total Attachments: 10	
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PATENT APPLICATION ASSIGNMENT

This Patent Application Assignment (the "Assignment") is made and entered into as of August 27, 2011 ("Effective Date") by and between Kinagen, Inc. (the "Assignor") and Ayers Rock Capital, a California Limited Liability Company (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor has invented certain new and useful inventions (the "Inventions") and has applied for patents on the Inventions, which applications are listed on Schedule 1 attached hereto and made a part hereof (collectively, the "Patent Applications"); and

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in the Inventions and to the Patent Applications; and

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title, and interest in the Inventions and to the Patent Applications and any and all letters patent or similar legal protections, foreign or domestic, to be obtained therefor; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. CONDITION PRECEDENT; ASSIGNMENT OF PATENT APPLICATIONS.

[REDACTED]

[REDACTED] effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all of the Assignor's right, title, and interest in and to the following, throughout the world:

- (1) the Inventions and the Patent Applications described in Schedule 1 hereto;

- (2) Kinagen Know-How, Kinagen patent rights, claims, all rights to prepare derivative works, all goodwill, and other rights to the Inventions and the Patent Applications;
- a. "Kinagen Know-How" shall mean all technology including but not limited to, trade secrets, inventions, information and data (e.g., all chemical, pharmacological, toxicological, assay, manufacturing and control information and data) and materials, without limitation, (i) the compounds claimed in the Patent Applications described in Schedule 1 hereto ("Kinagen Compound(s)"), (ii) methods of making, formulating, delivering and using Kinagen Compound(s) and (iii) intermediates in the manufacture of Kinagen Compound(s), and which are owned or controlled (in whole or in part) by Kinagen as of the Closing Date.
 - b. "Kinagen Patent Rights" shall mean the following intellectual property which are owned or controlled by Kinagen, in whole or in part: (i) the patent applications and patents set forth in the Schedule 1 hereto; their priority applications, and all national, regional and international patent applications filed either from such patent applications or priority applications or from an application claiming priority from either of these, including divisionals, continuations and continuations-in-part, provisionals, converted provisionals, continued prosecution application or any substitute applications; (ii) any and all patents that issue from the foregoing patent applications, including utility, model and design patents and certificates of invention; and (iii) any and all extensions or restorations by existing or future extension or restoration mechanisms, including without limitation, supplementary protection certificates or the equivalent thereof, substitutions, confirmations, reregistrations, reexaminations, revalidations, reissues, renewals, extensions or additions to any such foregoing patent applications and patents.
- (3) any and all registrations, corresponding domestic and foreign applications, letters patents, or similar legal protections issuing on such Inventions and any divisions, continuations, continuations-in-part, and reissues of said Patent Applications, and all rights and benefits under any applicable treaty or convention;
- (4) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Inventions and Patent Applications including, without limitation, damages and payments for past or future infringements

of the any patent that is issued on such Inventions and Patent Applications;
and

- (5) all rights to sue for past, present, and future infringements of the Inventions and Patent Applications.

2. CONSIDERATION.

[REDACTED]

3. AUTHORIZATION TO DIRECTOR.

Subject to the condition precedent set forth above, the Assignor hereby authorizes the Director of the United States Patent & Trademark Office to issue any and all patents and registrations that may be granted on the Inventions to the Assignee, as the Assignee of the entire right, title, and interest in and to the same, for the Assignee's sole use and behoof, and for the use and behoof of the Assignee's legal representatives, to the full end of the term for which such patent may be granted, as fully and entirely as the same would have been held by the Assignor had this assignment and sale not been made.

4. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that, as of the Effective Date, it:

- (1) is the sole owner of all right, title, and interest in and to the Inventions and the Patent Applications;
- (2) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Invention or Patent Application or agreed to do so;
- (3) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (4) is not aware of any violation or infringement of any third party's rights (or any claim thereof) by the Inventions or Patent Applications; and
- (5) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

5. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (1) has full power and authority to enter into this Assignment; and
- (2) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

6. NO EARLY ASSIGNMENT.

The Assignee agrees not to assign or otherwise encumber its rights in and to the Inventions, Patent Applications, and/or any associated registrations until it has paid to the Assignor the full Consideration provided for in this Assignment. Any assignment or encumbrance contrary to this provision shall be void.

7. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignee with a complete copy of all documentation (in any format) relating to the Inventions and Patent Applications for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request and without further consideration:

- (1) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Inventions or Patent Applications, reasonably necessary to record the assignment in the United States and throughout the world;
- (2) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States and throughout the world; and
- (3) execute all lawful papers that may be required in connection with the filing, prosecution, and maintenance of said Patent Applications or any other patent applications in the United States for said Inventions, including

additional documents that may be required to affirm the rights of the Assignee in and to said Inventions.

8. NO FURTHER USE OF INVENTIONS.

After the Effective Date, the Assignor agrees to make no further use of the Inventions or any equivalent thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Inventions.

9. INDEMNIFICATION.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

11. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver

to or of any other breach or default in the performance of the same or any other obligation.

12. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:

Kinagen, Inc.
PO Box 1091
Rancho Santa Fe, CA 92067

If to the Assignee:

Mark A. Bertagnolli
Ayers Rock Capital, LLC
1020 Prospect St., Suite 409
La Jolla, CA 92037

13. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of California. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

14. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

15. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

16. ENTIRE ASSIGNMENT.

This Assignment, together with Schedule 1, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

17. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

Kinagen, Inc.

By: [Signature]
Name: David Slack
Title: Chairman and CEO

ACKNOWLEDGMENT

State of California

County of San Diego

On 08-05-2011 before me, Jennifer Quilon, Notary Public
(insert name and title of the officer) personally
appeared David William Slack, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed
to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in
~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



(Seal)

ASSIGNEE

Ayers Rock Capital, LLC

By: [Signature]
Name: Mark A. Bertagnolli
Title: CEO, Big House Investment Advisers, Inc.
Managing Member

ACKNOWLEDGMENT
OF NOTARY PUBLIC

State of California)
County of San Diego) .ss

On this 5 day of August, 2011, before me, the undersigned Notary Public, personally appeared before me [NAME], personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the Managing Member of Ayers Rock Capital, LLC, and acknowledged to me that he executed the same in his authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: [Signature]

My Commission Expires: 6/6/14

Diana Cantu-Reyna



SCHEDULE 1**LIST OF PATENT APPLICATIONS**

Invention Name	Name(s) of Inventors	Date(s) of Execution of Declaration	Application Number (if filed already)	Date of Filing (if filed already)
PCT APPLICATION # 39589-703.601 HETEROCYCLIC COMPOUNDS USEFUL FOR KINASE INHIBITION	ARNOLD, Lee Daniel MURPHY, Eric A.	Power of Attorney filed on 8/20/2010; Assignment recorded on 8/20/2010.	US2011/29879 Claim priority to US61/317,223 (filed 3/24/2010)	24 MARCH 2011
PCT APPLICATION # 39589-701.601 THERAPEUTIC METHODS AND COMPOSITIONS INVOLVING ALLOSTERIC KINASE INHIBITION	MURPHY, Eric A. CHERESH, David A. ARNOLD, Lee Daniel	Power of Attorney filed on 8/20/2010; Assignment recorded on 8/20/2010.	US2011/23949 Claim priority to US 61/302,370 (filed 3/24/2010)	07 FEB 2011