### 502223523 02/07/2013

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
The University of Memphis	06/21/2010

### **RECEIVING PARTY DATA**

Name:	The University of Memphis Research Foundation	
Street Address:	308 Administration Building	
City:	Memphis	
State/Country:	TENNESSEE	
Postal Code:	38152	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8343934

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 307997.23

NAME OF SUBMITTER: William S. Parks

Total Attachments: 2

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PATENT REEL: 029773 FRAME: 0459 \$40,00 834393

## **ASSIGNMENT**

WHEREAS, THE UNIVERSITY OF MEMPHIS of Memphis, Tennessee (hereinafter "Assignor"), has acquired certain new and useful inventions which are fully set forth in U.S. Patent Application No. 61/222,022 filed June 30 2009, entitled "Novel Diverse Lead Compound Autotaxin Inhibitors" (hereinafter "Invention"); and

WHEREAS, THE UNIVERSITY OF MEMPHIS RESEARCH FOUNDATION, a Tennessee not-for-profit corporation, 308 Administration Building, Memphis, Tennessee 38152 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to the aforesaid Invention throughout the world, and all right, title and interest in, to and under any and all applications for and Letters Patent of the United States and all other countries throughout the world;

NOW, THEREFORE, for and in consideration of the payment of one dollar (\$1.00), and for other good and valuable consideration, to Assignor in hand paid by Assignee, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee its entire right, title and interest in and to the Invention, and in any and all applications for U.S. Letters Patent, and any and all divisions, continuations, or continuations-in-part that may be filed with respect to the Invention or improvements thereto, and any and all patents, reissue patents, certificates of inventorship, utility models, design registrations, and the like, of the Invention, or improvements thereto, that may be granted in the United States, or in any foreign country, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States or foreign countries are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on the Invention or resulting from such application(s) and from any and all divisions, continuations, continuations-in-part, or reissues thereof, to Assignee as assignee of Assignor's entire interest, and hereby represents and warrants that Assignor has the full right to convey the entire interest herein assigned, and that Assignor has not transferred, licensed, assigned, or executed any agreement for any interest in the Invention to anyone other than Assignee, and that Assignor has not transferred, licensed, assigned, or executed any agreement for any right granted to Assignee hereunder, or for any interest in the Invention in conflict with this Assignment.

Assignor hereby covenants and agrees that it will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said Invention and to such Letters Patent as may be granted therefore, to Assignee, its successors, assigns, or other legal representatives and that if Assignee, its successors, assigns or other legal representatives shall desire to file any divisional or continuation applications or to secure a reissue of such Letters Patent, or to file a disclaimer relating thereto, Assignor will, upon request, sign all

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papers, make all rightful oaths and do all lawful acts requisite for the filing of such divisional or continuation application, or such application for reissue and the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of said Assignee, its successors, or other legal representatives.

Assignor does further covenant and agree that Assignor will, at any time upon request, communicate to Assignee, its successors, assigns or other legal representatives, such facts relating to the Invention and Letters Patent or the file history thereof as may be known to Assignor, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of said Assignee, its successors, or other legal representatives.

EXECUTED THIS 2134 day of _	Jane , 2010.
	UNIVERSITY OF MEMPHIS
	Name: ANDREW MEYERS Vice Provost for Research
	Title:

STATE OF TENNESSEE COUNTY OF SHELBY

BEFORE ME, the undersigned authority, on this day personally appeared Myoney MEYENS known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

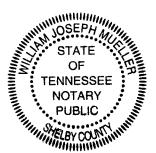
GIVEN UNDER MY HAND and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ June\_2010.

William Jorch Mueller

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My Commission Expires:

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**PATENT** REEL: 029773 FRAME: 0461