

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Helsinn Advanced Synthesis SA	09/03/2012
RECEIVING PARTY DATA	
Name:	Ocera Therapeutics, Inc.
Street Address:	12561 High Bluff Drive, Suite 230
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92130
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12753763
CORRESPONDENCE DATA	
Fax Number:	9497609502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8587074000
Email:	efiling@knobbe.com
Correspondent Name:	Knobbe Martens Olson & Bear LLP
Address Line 1:	2040 Main Street
Address Line 2:	14th Floor
Address Line 4:	Irvine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	OCERA.029A
NAME OF SUBMITTER:	Ryan E. Melnick
Signature:	/Ryan Melnick/
Date:	04/02/2013
Total Attachments: 31	

OP \$40.00 12753763

PATENT
REEL: 030136 FRAME: 0396

QUITCLAIM ASSIGNMENT OF RIGHTS

WHEREAS, Peter Manini, a Switzerland citizen, residing at Switzerland, Attilia Figini, a Switzerland citizen, residing at Switzerland (individual(s) hereinafter "INVENTORS") invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to L-ORNITHINE PHENYL ACETATE AND METHODS OF MAKING THEREOF (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been prepared for filing (identified above) with the United States Patent and Trademark Office (hereinafter the "Application"); Issued May 8, 2012 as US Patent Number 8,173,706.

WHEREAS, INVENTORS previously sold, assigned, transferred and set over, unto Ocera Therapeutics, Inc., a Delaware Corporation, with its principal place of business at 12561 High Bluff Drive, Suit 230, San Diego, CA 92130 (hereinafter the "ASSIGNEE"), its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Application and the Work as set forth in the Assignment attached as Exhibit A.

WHEREAS, INVENTORS were under an obligation to assign the Work to Helsinn Advanced Synthesis SA, having a principal place of business at Via Industria 24, 6710 Biasca, Switzerland (hereinafter the "ASSIGNOR") at the time INVENTORS invented the Work, and ASSIGNOR was under an obligation to assign the Work to ASSIGNEE at the time INVENTORS invented the Work as set forth in the redacted Agreement attached as Exhibit B.

WHEREAS, subsequent to the Assignment attached as Exhibit A, INVENTORS sold, assigned, transferred and set over unto ASSIGNOR, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Application and the Work.

AND WHEREAS ASSIGNOR and ASSIGNEE desire to confirm that ASSIGNOR has no rights in or to the Application and the Work and further desire to confirm that if ASSIGNOR presently has any rights in or to the Application or Work, then ASSIGNOR hereby transfers to ASSIGNEE such rights.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Application and the Work, including all provisional applications relating thereto (including but not limited to U.S. Provisional Application No(s). 61/166,676, filed April 3, 2009 (respectively if plural applications)), and all nonprovisional applications claiming priority thereto (including but not limited to P.C.T. Application No. PCT/US2010/029708, filed April 1, 2009), including, all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

Application No.: 12/753763
Filing Date: April 2, 2010

Docket Number: OCERA.029A
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AND ASSIGNOR DOES HEREBY covenant and agree to reasonably assist ASSIGNEE, its successors, legal representatives and assigns, in the preparation, filing and prosecution of patent applications, and the execution of documents relating to the Work as set forth in Exhibit B.

This 3rd day of SEPTEMBER, 2012.


Print Name: WALDO MASI

Title: SENIOR DIRECTOR, BUSINESS DEV.

On behalf of Helsinn Advanced Synthesis SA

Witnessed by: 

Printed Name: PETER MAMMI

PAT-ASSIGNMENT

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EXHIBIT A

ASSIGNMENT

WHEREAS, Keith Anderson, a Canada citizen, residing at San Diego, California, Jim Behling, a U.S. citizen, residing at Eagle River, Wisconsin, Christine Henderson Dougan, a Great Britain citizen, residing at Great Britain, Stephen William Watt, a Great Britain citizen, residing at Great Britain, Peter Manini, a Switzerland citizen, residing at Switzerland, Attilia Figini, a Switzerland citizen, residing at Switzerland, (individual(s) hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to L-ORNITHINE PHENYL ACETATE AND METHODS OF MAKING THEREOF (collectively hereinafter referred to as the "Work") which is disclosed in U.S. Application No. 12/753,763, filed April 2, 2010 and P.C.T. Application No. PCT/US2010/029708, filed April 1, 2010 (collectively hereinafter referred to as the "Applications");

AND WHEREAS, OCERA THERAPEUTICS, INC., a Delaware Corporation, with its principal place of business at 12651 High Bluff Drive, Suite 230, San Diego, CA 92130 (hereinafter the "ASSIGNEE"), desires to acquire the entire right, title, and interest in and to the Applications and the Work:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Applications and the Work, including all provisional applications relating thereto (including but not limited to U.S. Provisional Application No(s). 61/166,676, filed April 3, 2009 (respectively if plural applications)), and all nonprovisional applications claiming priority thereto, including, all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Applications and the Work or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Applications and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 16th day of June, 2010.

Keith Anderson
Keith Anderson

STATE OF CALIFORNIA)

) ss.

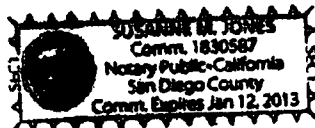
COUNTY OF SAN DIEGO)

On JUNE 16, 2010, before me, SUSANNE M JONES NOTARY PUBLIC, notary public, personally appeared KEITH ANDERSON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



Susanne M Jones
Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21 day of June, 2010.

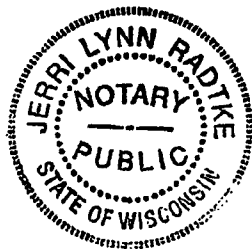
James R Behling
Jim Behling

STATE OF)
) ss.
COUNTY OF)

On June 21, 2010, before me, Terri Lynn Radtke,
notary public/personally appeared JAMES R BEHLING, 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.

WITNESS my hand and official seal.

[SEAL]



Terri Lynn Radtke
Signature

Application No.: 12/753,763
Filing Date: April 2, 2010

Docket Number: OCERA.029A
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This 15 day of July, 2010.

Christine Henderson Dougan

Christine Henderson Dougan

Dr. Gouher Rabani

Witnessed by: G. Rabani

Application No.: 12/753,763
Filing Date: April 2, 2010

Docket Number: OCERA.029A
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This 21st day of JUNE, 2010.

Stephen Watt

Stephen William Watt

JASON CLARK


Witnessed by: Jason Clark

17/6 PRESTONFIELD AV.
EDINBURGH

Application No.: 12/753,763
Filing Date: April 2, 2010

Docket Number: OCERA.029A
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This 26th day of June, 2010.



Peter Manini

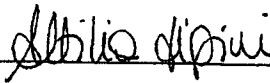


Witnessed by: Mr. Waldo Hosi

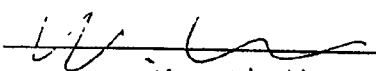
Application No.: 12/753,763
Filing Date: April 2, 2010

Docket Number: OCERA.029A
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This 25 day of June, 2010.



Attilio Figini



Witnessed by: Waldemar Rossi

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EXHIBIT B

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement"), dated 4th day of February 2009 (the "Effective Date"), is entered into by and between **Helsinn Chemicals SA** and **Helsinn Advanced Synthesis SA** having a principal place of business at Via Industria 24, 6710 Biasca, Switzerland ("HELSINN") and **Ocera Therapeutics Inc.** having a principal place of business at 12651 High Bluff Drive, Suite 230, San Diego, CA, 92130, USA, a Delaware corporation ("OCERA").

WHEREAS, HELSINN engages in the business of conducting contract manufacturing and process development of chemical compounds for the pharmaceutical industry;

WHEREAS, OCERA engages in pharmaceutical business and desires to utilize the services of HELSINN to synthesize, improve synthetic processes, manufacture and/or supply synthetic organic compounds for OCERA; and

WHEREAS, the Parties desire to establish the terms and conditions for a business relationship under which OCERA may utilize the services of HELSINN.

NOW THEREFORE, in consideration of the foregoing, and the covenants and promises contained in this Agreement, the Parties agree as follows:

Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in Section 30 below.

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12. Ownership and Licenses: The underlying rights to all data, materials and other information provided by or on behalf of OCERA or generated by HELSINN during the performance of the services hereunder, including, without limitation, any compounds or pharmaceutical products manufactured by HELSINN under an Order (collectively, "OCERA Information"), are owned solely by OCERA. Neither HELSINN nor any employee, contractor or agent of HELSINN shall acquire any rights of any kind whatsoever with respect to OCERA Information as a result of conducting any particular services under this Agreement. All rights to the results and products arising from or otherwise generated in HELSINN's performance hereunder, including, but not limited to, Compounds, substances, material, synthesis routes, data, reports, final reports, laboratory work sheets, information regarding Compound, information regarding Compound intermediates, process information, analytical methods, know-how, improvements, discoveries, inventions, innovations, know-how, processes, intermediates, proposed synthetic schemes (including any portion of **Exhibit B**), technologies and the like, and any intellectual property rights therein (collectively, "Work Product") shall be the sole and exclusive property of OCERA, and HELSINN hereby assigns to OCERA all of HELSINN's right, title and interest in and to the Work Product. HELSINN covenants to promptly disclose to OCERA all Work Product. HELSINN shall reasonably assist OCERA, at OCERA's expense, in the preparation of all documents necessary to secure OCERA's rights in Work Product. OCERA shall have the sole right to file, prosecute and maintain patent applications and patents with respect to OCERA Information, any Compound(s) or any other Work Product. HELSINN hereby undertakes and agrees to execute and have its employees execute such assignments and other documents that, in the reasonable opinion of OCERA, are useful or necessary to vest in OCERA all right, title and interest in and to such Work Product and to permit the filing and prosecution of applications for patents claiming OCERA Information, any Compound(s) or any other Work Product, including any methods of synthesis or intermediates thereof. HELSINN hereby further agrees that, at OCERA's request and expense, HELSINN will assist OCERA in the preparation, filing and prosecution of such patent applications and patents. To the extent that HELSINN or any HELSINN employee, contractor or agent engaged in fulfilling the obligations under this Agreement has actual knowledge that any Compound is disclosed or claimed by an existing patent or non-confidential, published patent application other than those held by OCERA or its Affiliates, it shall inform OCERA in writing.

HELINN shall not use any raw materials, process, technology, intermediate or reagent in the preparation of a Compound under an Order which is proprietary know-how, trade secret, or patented or patent pending proprietary information of HELINN and which arose outside the scope of this Agreement (hereinafter, "HELINN Intellectual Property") without OCERA's prior written consent. If such consent is given, OCERA will negotiate with HELINN to resolve the rights to the use of such HELINN Intellectual Property and the parties shall negotiate in good faith to provide OCERA with license rights to said HELINN Intellectual Property (and any related HELINN Intellectual Property patent rights), for the sole purpose of HELINN performance of the Services hereunder.

Handwritten signature and date "200209".

It is expressly agreed that the above paragraphs of this Section are not applicable to those improvements generated by HELSINN hereunder that relate solely to procedures, processes and manufacturing know-how of HELSINN's factories which may be developed in the course of the activities performed hereunder but which relate to manufacturing operations generally. In this case, such information and improvement, and relevant intellectual property rights therein, shall belong to HELSINN, which will therefore freely dispose of them. OCERA shall have a worldwide, non-exclusive, royalty free, sublicensable right to use such improvements for the manufacture and all uses of the Compounds and for any other purpose related to the services provided under this Agreement.

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OCERA Therapeutics, Inc.

By: KEITH E. ANDERSON

Name: *[Signature]*

Title: V.P., Pharm Sci

HELSINN CHEMICALS SA

By: *[Signature]*

Name: Riccardo Braglia

Title: Managing Director

HELSINN ADVANCED SYNTHESIS SA

By: *[Signature]*

Name: Paolo Gusinozzi

Title: General Manager

EXHIBIT A

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EXHIBIT B

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