

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Richard Franklin	04/16/2013
RECEIVING PARTY DATA	
Name:	Tarix Pharmaceuticals Ltd.
Street Address:	12 Bow Street
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02138
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13757475
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NAME OF SUBMITTER:	Brian E. Reese
Signature:	/Brian E. Reese/
Date:	04/17/2013
Total Attachments: 4 source=Executed_Assignment#page1.tif source=Executed_Assignment#page2.tif source=Executed_Assignment#page3.tif source=Executed_Assignment#page4.tif	

OP \$40.00 13757475

COMBINED ASSIGNMENT & DECLARATION

A. ASSIGNMENT

WHEREAS, I, **Richard Franklin** of Cambridge, MA, am aware of the patent application entitled:

COMPOSITIONS AND METHODS FOR TREATMENT OF DIABETES; and

- ☐ prepared for filing in the United States Patent and Trademark Office; or
- ☒ identified by United States Application Serial No. **13/757,475** filed in the United States Patent and Trademark Office on **February 1, 2013**; and
- ☐ identified by International Patent Application No. **Serial No.** filed on **Filing Date**;
- and
- ☒ am also aware of the following priority applications:

Serial No.: 61/660,888; Filed: June 18, 2012

Serial No.: 61/720,296; Filed: October 30, 2012

WHEREAS **Tarix Pharmaceuticals Ltd.** (hereinafter "ASSIGNEE"), having a usual place of business at **12 Bow Street, Cambridge, MA 02138**, desires to acquire or confirm an interest therein;

NOW, THEREFORE, to all whom it may concern be it known that, in consideration of agreements previously and duly entered into between the parties, and/or for other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, and transferred and/or do hereby sell, assign, and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title, and interest in and throughout the United States of America, its territories and all foreign countries, in and to any and all inventions described in the patent application, and/or any priority applications noted above; and hereby confirm that my sale, assignment and transfer is and was effective at least as of the filing date of the patent application and/or priority application. My sale, assignment and transfer applies to the above-referenced patent application, and to any application that is based in whole or in part on the patent application, including to divisional, continuing, substitute, renewal, reissue, reexamination and other applications, for example that claim priority to the patent application. Also, this sale, assignment and transfer pertains to any and all other rights arising under or pursuant to any and all international agreements, treaties, or laws relating to the protection of industrial property, including all rights of priority under the International Convention for the Protection of Industrial Property, and in and to any such patent(s) as may issue thereon including any and all original and reissued patents which have been or shall be issued in the United States and foreign countries; said inventions, applications, and patent(s) to be held and enjoyed by ASSIGNEE for its own use and for its successors, assigns and legal representatives, to the full

end of the term for which said patent(s) may be granted as fully and entirely as the same would have been held by me had this sale, assignment and transfer not been made;

AND, I hereby acknowledge that this Assignment, being of my entire right, title, and interest in and to the inventions, carries with it the right in ASSIGNEE, by attorneys and agents of ASSIGNEE selection, to apply for and receive any and all patent(s) for said inventions in its own name;

AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the patent(s) to ASSIGNEE, its successors, assignees, and legal representatives, but at its expense and charges, including the execution of application for patents in foreign countries, the execution of substitution, reissue, divisional or continuation applications, and the giving of testimony, preliminary statements, or other statements in any interference or other proceeding in which the inventions or any applications or patents directed to the inventions may be involved by communicating to the ASSIGNEE all facts I know relating to the inventions and their history, and generally by doing everything possible which ASSIGNEE shall consider desirable for aiding in securing and maintaining proper patent protection for the inventions and for vesting title in the inventions and all applications for patent and all patents on the inventions in ASSIGNEE;

AND, I further hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number(s) and/or filing date(s) into this assignment document, if appropriate;

AND, I hereby appoint ASSIGNEE as my common agent for purposes of prosecuting international patent applications and any national patent applications for which such common agency is recognized;

AND, I hereby request the Director of Patents and Trademarks of the United States to issue any and all patent(s) as shall be granted upon said application or applications based thereon to ASSIGNEE, its successors, assigns, and legal representatives;

AND, I covenant with said ASSIGNEE that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by me, and that full right to convey the same as herein expressed is possessed by me.

B. DECLARATION (37 CFR 1.63)

As the below named inventor, I hereby declare that:

This declaration is directed to the patent application entitled:

COMPOSITIONS AND METHODS FOR TREATMENT OF DIABETES; and

☐ attached hereto or prepared for filing in the United States Patent and Trademark Office; or

☒ identified by United States Application Serial No. **13/757,475** filed in the United States Patent and Trademark Office on **February 1, 2013**; or

☐ identified by International Patent Application No. **Serial No.** filed on **Filing Date**.

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the application, including the claims and am aware of the duty to disclose to the United States Patent and Trademark Office all information known to be material to patentability as defined in 37 CFR 1.56.


SIGNED this 16th day of April, 20 13.


Name: **Richard Franklin**

STATE OF Massachusetts
COUNTY OF Middlesex SS.

Before me this 16th day of April, 20 13, personally appeared **Richard Franklin**, and proved to me through satisfactory evidence of identity which was Richard Franklin to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth

NOTARY PUBLIC


Name: Carmen Constantinescu
My Commission Expires: Feb. 13, 2015



Carmen M. Constantinescu
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 13, 2015