502524717 10/08/2013

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
KENNETH C. CUNDY	09/05/2013
SAMI KARABORNI	09/05/2013
PETER A. VIRSIK	09/02/2013

RECEIVING PARTY DATA

Name:	XENOPORT, INC.
Street Address:	3410 CENTRAL EXPRESSWAY
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95051

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	13973700
PCT Number:	US2013056173

CORRESPONDENCE DATA

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 303.629.3400

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Correspondent Name: KIMBERLY C. CROFT FBO TIMOTHY A. WORRALL

Address Line 1: DORSEY AND WHITNEY LLP

Address Line 2: 1400 WEWATTA STREET, SUITE 400

Address Line 4: DENVER, COLORADO 80202

ATTORNEY DOCKET NUMBER:	P238319.US.02
NAME OF SUBMITTER:	KIMBERLY C. CROFT FBO TIMOTHYA.WORRALL

REEL: 031365 FRAME: 0063

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Signature:	/Kimberly C. Croft FBO TimothyA.Worrall/
Date:	10/08/2013
Total Attachments: 5 source=P238319.US.02 - Assignment#page1.tif source=P238319.US.02 - Assignment#page2.tif source=P238319.US.02 - Assignment#page3.tif source=P238319.US.02 - Assignment#page4.tif source=P238319.US.02 - Assignment#page5.tif	

PATENT REEL: 031365 FRAME: 0064

ASSIGNMENT

WHEREAS I/We, the below named inventor(s), hereinafter referred to as Assignor(s), have made an invention entitled:

METHODS OF ADMINISTERING MONOMETHYL FUMARATE AND PRODRUGS THEREOF HAVING REDUCED SIDE EFFECTS

for which I/We executed a utility patent application for United States Letters Patent concurrently herewith or filed an application for a utility patent application for United States Letters Patent on August 22, 2013 (Application No. 13,973,700) ("the Utility Application") and executed or filed a Patent Cooperation Treaty patent application in the United States Receiving Office, which application may be identified in the United States Patent and Trademark Office as International Application No. PCT/US13/56173, filed August 22, 2013 ("the Foreign Application"); and

WHEREAS, **XenoPort, Inc.**, a corporation of Delaware, whose post office address is 3410 Central Expressway, Santa Clara, CA 95051 (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in the Foreign Application and in all countries throughout the world, and in and to the Utility Application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, I/We, as Assignor(s), have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, my/our entire right, title, and interest in and to this invention and the Utility Application and Foreign Application, and any, nonprovisional, divisions, and continuations thereof, and any and all Letters Patent of the United States which may be granted thereon, and international, foreign regional and convention applications corresponding thereto, countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any and all reissues thereof, and all rights to claim priority on the basis of above provisional application, as well as all rights to claim priority on the basis of the Utility Application and Foreign Application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, reexaminations, renewals, reissues, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor(s) with respect to the filing of the applications for patents or securing the patents in the United States and countries foreign thereto (collectively, the "Patent Rights") thereof, and I/We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country on said Patent Rights whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment,

WHEREAS, Assignee desires to acquire any and all right, title, and interest of Assignor(s) in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

AND, I/WE HEREBY covenant that I/We have the full right, title, and authority, to convey any and all right, title, and interest in the Patent Rights assigned by this Assignment and I/We have not executed and will not execute any agreement in conflict with this Assignment;

AND, I/WE HEREBY further covenant and agree that I/We will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to me/us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the invention(s) and the Patent Rights in said Assignee, its successors or assigns, execute all provisional, non-provisional, divisional, continuation, continuing prosecutions, renewal, reissue, reexamined or extended applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties, and it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

ASSIGNOR(S) HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and Foreign Application and otherwise take advantage of the provisions of any international conventions.

IN TESTIMONY WHEREOF, I/We have hereunto set our hands.

Name:	Kenneth C. Cundy
Address:	230 Oak Grove Ave.
	Atherton, CA 94027
	·
By:	K_{-}
Date:	9/5/13 /
Name:	Sami Karaborni
Address:	11258 Terra Bella Drive
	Cupertino, CA 95014
By:	
Date:	

AND, I/WE HEREBY covenant that I/We have the full right, title, and authority, to convey any and all right, title, and interest in the Patent Rights assigned by this Assignment and I/We have not executed and will not execute any agreement in conflict with this Assignment;

AND, I/WE HEREBY further covenant and agree that I/We will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to me/us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the invention(s) and the Patent Rights in said Assignee, its successors or assigns, execute all provisional, non-provisional, divisional, continuation, continuing prosecutions, renewal, reissue, reexamined or extended applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties, and it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

ASSIGNOR(S) HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and Foreign Application and otherwise take advantage of the provisions of any international conventions.

IN TESTIMONY WHEREOF, I/We have hereunto set our hands.

Name:	Kenneth C. Curdy
Address:	230 Oak Grove Ave.
	Atherton, CA 94027
Ву:	
Date:	
Namet	Sami Karaborni
Address:	11258 Terra Bella Drive
	Cupertino, CA 95014
By:	Sa Karakar
Date:	05 Sept 2013

Name:

Peter A. Virsik

Address:

131 Escanyo Way

Portola Valley, CA 94028

By:

Date:

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ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor(s).

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

XENOPORT, INC.

Date: <u>September 10</u>, 2013

Name: D. Byron Miller

Title: Vice President, Chief Patent Counsel

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> PATENT REEL: 031365 FRAME: 0069