

## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
MEDICAL UNIVERSITY OF SOUTH CAROLINA		09/23/2013
RECEIVING PARTY DATA		
Name:	MUSC FOUNDATION FOR RESEARCH DEVELOPMENT	
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Internal Address:	SUITE 909	
City:	CHARLESTON	
State/Country:	SOUTH CAROLINA	
Postal Code:	29425	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	13798394	
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NAME OF SUBMITTER:	SARAH MARCANO	
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Date:	10/14/2013	
Total Attachments: 1 source=AssignmentMUSC#page1.tif		

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## UNIVERSITY TO FOUNDATION ASSIGNMENT

WHEREAS, Medical University of South Carolina, having a place of business at 171 Ashley Avenue, Charleston, SC 29425-2230, (hereinafter termed "Assignor"), owns the entire right, title, and interest in the inventions described below (hereinafter "Said Inventions,")

**PYRAZOLE COMPOUNDS, COMPOSITIONS AND METHODS FOR TREATMENT OF  
DEGENERATIVE DISEASES AND DISORDERS**

for which an United States Patent Application Serial No.: 13/798,394, was filed on March 13, 2013, and

WHEREAS, MUSC Foundation for Research Development, having a place of business at 19 Hagood Avenue, Suite 909, Charleston, SC 29425, (hereinafter termed "Assignee"), is desirous of acquiring the Assignor's right, title and interest in and to Said Inventions, and in and to any and all patent applications, patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received from said Assignee, including the obligations of Assignee to Assignor contained in the Affiliation Agreement and related agreements between the Assignor and Assignee:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to Said Inventions; (b) in and to all rights to apply for foreign patents on Said Inventions pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on Said Inventions in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee, to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering Said Inventions; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving Said Inventions; and (f) for legal proceedings involving Said Inventions and any applications therefore and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.

4. Said Assignor hereby warrants and represents that the Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee this 23rd day of September, 2013.

MUSC FOUNDATION FOR RESEARCH  
DEVELOPMENT

By: 

Robert Donato

Title: Interim Executive Director

MEDICAL UNIVERSITY OF  
SOUTH CAROLINA

By: 

Mark S. Sothmann

Title: Vice President for Academic Affairs and Provost