

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2616424

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GUOJIAN XIE	06/27/2001
RECEIVING PARTY DATA	
Name:	BETA PHARMA, INC.
Street Address:	31 BUSINESS PARK DRIVE
City:	BRANDFORD
State/Country:	CONNECTICUT
Postal Code:	06405
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	61473724
PCT Number:	US1332553
CORRESPONDENCE DATA	
Fax Number:	(609)896-1469
Phone:	609-844-3037
Email:	ipdocket@foxrothschild.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	WANSHENG JERRY LIU
Address Line 1:	FOX ROTHSCHILD LLP
Address Line 2:	997 LENOX DRIVE, BLDG. #3
Address Line 4:	LAWRENCEVILLE, NEW JERSEY 08648
ATTORNEY DOCKET NUMBER:	110954.00007
NAME OF SUBMITTER:	OLGA AYALA
Signature:	/olga ayala/
Date:	11/15/2013

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Total Attachments: 4

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BETA PHARMA, INCORPORATED
EMPLOYEE AGREEMENT

AGREEMENT made this 27th day of June 2001, by and between Beta Pharma, Inc. (BPI) and the undersigned employee of BPI ("Employee").

WITNESSETH:

WHEREAS, "Employee" (is) (will be) engaged by BPI in a position of trust and confidence in which "Employee" may use, observe or obtain Confidential Information (as defined below);

WHEREAS, "Employee", by reason of the nature of "Employee's" duties, will be provided with information and/or facilities and equipment which may enable "Employee" to make, discover, conceive of or reduce to practice discoveries, inventions, improvements or innovations useful to BPI or its subsidiaries or affiliated companies;

WHEREAS, "Employee" acknowledges the importance to BPI of protecting its rights in Confidential Information and obtaining the benefit of discoveries, inventions, improvements and innovations developed by its employees;

WHEREAS, "Employee" desires to (be) (continue to be) employed the Company.

NOW, THEREFORE, in consideration of "Employee's" (continued) employment by BPI and the payment by BPI of compensation to "Employee", and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. "Confidential Information" means all methods, processes, techniques, shop practices, formulae, compounds, compositions, organisms, equipment, research data, clinical and pharmacological data, marketing and sales information, personnel data, customer lists, financial data, plans and all other know-how and trade secrets disclosed to, learned or developed by "Employee", which relates in any way to the business of BPI or its subsidiaries or affiliated companies, the business of any consultant to BPI, or the business of any entity with which BPI conducts any research or related programs.
2. "Employee" agrees that "Employee" will not at any time (whether or not an employee of BPI), without the prior written consent of BPI (i) disclose, directly or indirectly, any Confidential Information to anyone outside the employee of BPI or its subsidiaries or affiliated companies; (ii) reproduce in any way or remove from the premises of BPI any tangible or intangible property whatsoever which is or contains Confidential Information (other than in the ordinary course of business), or (iii) use, directly or indirectly, any Confidential Information for the benefit of any one other than BPI or its subsidiaries or affiliated companies.
3. All memoranda, notes records, reports, photographs, drawings, plans, papers, or other documents made or compiled by or made available to "Employee" during the course of his/her employment with BPI, and any copies or abstracts thereof, whether or not

they contain Confidential Information, are and shall be the property of BPI and shall be delivered to BPI by "Employee" immediately upon termination of "Employee's" employment for whatever reason.

4. All discoveries, inventions, improvements and innovations, whether patentable or not (including all data and records pertaining thereto), which "Employee" may invent, discover, conceive of or reduce to practice during the term of his/her employment with BPI and within six (6) months from "Employee's" termination of employment for whatsoever reason and which in any way relate to or are useful in connection with the business of BPI or any of its subsidiaries or affiliated companies shall be the sole and exclusive property of BPI. "Employee" shall promptly and fully disclose each and all such discoveries, inventions, improvements or innovations to BPI.
5. "Employee" hereby assigns to BPI his/her entire right, title and interest to any of the discoveries, inventions, improvements and innovations described in Paragraph 4 of this Agreement and shall promptly assign to BPI any related U.S. or foreign patents and patent applications relating thereto. "Employee" shall execute any instruments considered necessary by BPI to convey or perfect BPI's ownership thereof in such discoveries, inventions, improvements or innovations and shall assist BPI in obtaining, defending and enforcing BPI's rights therein. BPI shall bear all expenses it authorizes be incurred in connection with such activity and shall pay to "Employee" reasonable compensation for any time spent by "Employee" performing such duties at the request of BPI after termination of "Employee's" employment.
6. This Agreement shall not be construed to limit in any way any "shop rights" or other common law or contractual rights of BPI, in or to any discoveries, inventions, improvements and innovations referred to in Paragraphs 4 and 5 above, or in or to any Confidential Information which BPI has or may have by virtue of "Employee's" employment.
7. "Employee" shall not, without the written consent of BPI, during the term of "Employee's" employment and for a period of one year after the termination of his/her employment, for whatever reason, directly or indirectly, take a position in, render services in, or become interested in through any form of ownership, any entity engaged in or rendering service in, the same scientific project area or specialty within the field "Employee" is (was) engaged BPI, in connection with which it could be reasonably anticipated that "Employee" would be required or expected to use or disclose the Confidential Information obtained by "Employee" during the course of his/her employment with BPI. This covenant shall not be construed to limit in any way "Employee's" obligation not to use or disclose Confidential Information as set forth in Paragraph 2 above.
8. If any provisions of this Agreement shall be held to be unenforceable by a court of otherwise, the remaining provisions shall be unaffected and shall continue in full force and effect. This Agreement shall insure to the benefit of and be binding upon BPI, its successors and assigns and "Employee", "Employee's" heirs, executors and administrators.
9. "Employee" represents and warrants to BPI that "Employee" has no interest or obligations, including arising from any previous employment, which is inconsistent with or in conflict with this Agreement, or which would prevent, limit or impair "Employee's" performance of this Agreement.

10. This Agreement shall be governed and interpreted in accordance with the principles set forth in this Agreement. Any dispute, controversy or claim (hereinafter "disputes") arising from or relating to this Agreement or any breach or threatened breach thereof shall be resolved as follows:

- A. If such disputes require that immediate equitable relief be obtained, "Employee" agrees that BPI shall have the right to seek out equitable and legal redress which may be available for the breach or threatened breach of this Agreement, and BPI shall, in exercising such right, have (without limiting the generality of the foregoing) the specific right to bring suit in a court of competent jurisdiction in any district in which "Employee" is located or in the Federal Court of the Connecticut, to obtain injunctive relief restricting and enjoining "Employee" and all persons in privity and/or contractual relationships with "Employee" and all entities with which "Employee" may be affiliated from taking, receiving, concealing, assigning, transferring, leasing, pledging, copying or otherwise using or disposing of BPI's Confidential Information, all without the requirement of the posting of a bond.
- B. All disputes arising out of this Agreement that do not require immediate equitable relief and which cannot be resolved by the parties shall, upon thirty (30) days' written notice by either party, be settled upon application of any such party by arbitration in the State of Connecticut, in accordance with the rules then prevailing of the American Arbitration Association (AAA), and judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction.

The arbitrators, if they deem that the matter requires it, are authorized to reward to the party whose contention is sustained such sums as they or a majority of them shall deem proper to compensate the party for the time and expense incident to the proceedings, and, if the arbitration was demanded without reasonable cause, then such arbitrators may also award damages caused by such action. The arbitrators shall determine their own reasonable compensation in accordance with such AAA Rules, unless otherwise provided by agreement, and shall assess the cost and charges of the proceedings upon the non-prevailing party.

11. Any notice or demand required to be given hereunder shall be in writing and shall be deemed to have been given when:

- A. Actually delivered by one party or another party, or
- B. Actually delivered by private delivery service (such as Federal Express, UPS, etc) at the address of the "Employee" as shown on BPI's records or at BPI's offices, as the case may be (or at such other address as may be designated by the parties hereto), or
- C. Sent by United States or International Registered Mail, postage prepaid, at the address of the "Employee" as shown on BPI's records or at BPI's offices, as the case may be (or at such other address as may be designated by the parties hereto).

12. This instrument contains all the agreements, undertakings obligations and accords of the parties hereto, and incorporates specifically all agreements between the parties entered into as the result of any oral conversations between the parties prior to the execution of this Agreement. There have been no oral representations made by any party hereto to any other party for the purpose of inducing the execution of this Agreement, which have not been incorporated in this Agreement.
13. No amendment or modification of this Agreement, or waiver of any term or condition contained herein, shall be valid unless in writing and executed by all parties hereto.
14. The parties hereto agree that this Agreement shall be governed and controlled by the laws of the State of Connecticut. Any part or parts of this Agreement, which is or are declared to be invalid, unenforceable, null and void, or unconstitutional, shall not affect the validity of the remaining provisions hereof.
15. No waiver of any party's rights or remedies hereunder shall be effective unless in writing signed by such party, nor shall any failure to exercise, or single or partial exercise, of any right or remedy of any party hereunder prejudice any other or further exercise of such right or remedy, or any other right or remedy, by such party.
16. Whenever the context shall so require, all words herein in any gender shall be deemed to include the masculine, feminine or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

Susan Lawler
Witness

Guojin Xia
Employee
338 Orange st. #201
New Haven, CT 06511
Address

Beta Pharma, Inc.
25 Science Park
New Haven, CT 06511

Dated: _____, 200__

By: _____