

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2654392

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNMENT														
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>PINGDA REN</td> <td>10/01/2013</td> </tr> <tr> <td>YI LIU</td> <td>10/01/2013</td> </tr> <tr> <td>LIANSHENG LI</td> <td>10/01/2013</td> </tr> <tr> <td>KATRINA CHAN</td> <td>10/01/2013</td> </tr> <tr> <td>TROY EDWARD WILSON</td> <td>10/03/2013</td> </tr> <tr> <td>SIMON FRASER CAMPBELL</td> <td>10/28/2013</td> </tr> </tbody> </table>		Name	Execution Date	PINGDA REN	10/01/2013	YI LIU	10/01/2013	LIANSHENG LI	10/01/2013	KATRINA CHAN	10/01/2013	TROY EDWARD WILSON	10/03/2013	SIMON FRASER CAMPBELL	10/28/2013
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SIMON FRASER CAMPBELL	10/28/2013														
RECEIVING PARTY DATA															
<table border="1"> <tr> <td>Name:</td> <td>INTELLIKINE, LLC.</td> </tr> <tr> <td>Street Address:</td> <td>10931 NORTH TORREY PINES ROAD</td> </tr> <tr> <td>Internal Address:</td> <td>SUITE 103</td> </tr> <tr> <td>City:</td> <td>LA JOLLA</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>92037</td> </tr> </table>		Name:	INTELLIKINE, LLC.	Street Address:	10931 NORTH TORREY PINES ROAD	Internal Address:	SUITE 103	City:	LA JOLLA	State/Country:	CALIFORNIA	Postal Code:	92037		
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PROPERTY NUMBERS Total: 1															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>14001143</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	14001143										
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Application Number:	14001143														
CORRESPONDENCE DATA															
Fax Number:	(650)493-6811														
Phone:	650-493-9300														
Email:	cehui@wsgr.com														
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>															
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI														
Address Line 1:	650 PAGE MILL ROAD														
Address Line 4:	PALO ALTO, CALIFORNIA 94304														
ATTORNEY DOCKET NUMBER:	35280-727.833														

CH \$40.00 14001143

NAME OF SUBMITTER:	CECILIA HUI
Signature:	/Cecilia Hui/
Date:	12/18/2013
<p>Total Attachments: 16</p> <p>source=35280_727833_Assignment#page1.tif source=35280_727833_Assignment#page2.tif source=35280_727833_Assignment#page3.tif source=35280_727833_Assignment#page4.tif source=35280_727833_Assignment#page5.tif source=35280_727833_Assignment#page6.tif source=35280_727833_Assignment#page7.tif source=35280_727833_Assignment#page8.tif source=35280_727833_Assignment#page9.tif source=35280_727833_Assignment#page10.tif source=35280_727833_Assignment#page11.tif source=35280_727833_Assignment#page12.tif source=35280_727833_Assignment#page13.tif source=35280_727833_Assignment#page14.tif source=35280_727833_Assignment#page15.tif source=35280_727833_Assignment#page16.tif</p>	

## PATENT ASSIGNMENT

Docket Number 35280-727.833

WHEREAS, the undersigned:

1. REN, Pingda  
San Diego, CA
2. LIU, Yi  
San Diego, CA
3. LI, Liansheng  
San Diego, CA
4. CHAN, Katrina  
Fremont, CA
5. Wilson, Troy Edward  
Los Angeles, CA
6. CAMPBELL, Simon Fraser  
Kent, UK

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

## HETEROCYCLIC COMPOUNDS AND USES THEREOF

- ☐ for which a United States patent application is executed on even date herewith;
- ☒ for which Application No. 14/001,143 was filed on August 22, 2013 in the United States Patent Office;
- ☐ for which Application No. \_\_\_\_\_ was filed on \_\_\_\_\_ in the U.S. Receiving Office of the Patent Cooperation Treaty;
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(hereinafter "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, Intellikine LLC, a Limited Liability Company of the State of Delaware, having a place of business at 10931 North Torrey Pines Road, Suite 103, La Jolla, CA 92037, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Inventor(s) hereby covenant and agree 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, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) 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 said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (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 Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

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IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1<sup>st</sup> day of October, 2013.

  
Signature of Inventor Pingda REN

Liansheng Li   
Witness 1 Signature (Typed or Handwritten) Name


13569 Arroyo Dale Ln, San Diego, CA 92130  
Witness 1 Address

  
Witness 2 Signature (Typed or Handwritten) Name

4841 Barlows Landing Cove, San Diego, CA 92130  
Witness 2 Address

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1<sup>st</sup> day of October, 2013.

  
Signature of Inventor Yi LIU

Pingda Ren   
Witness 1 Signature (Typed or Handwritten) Name

5534 Havenridge Way, San Diego, CA 92130  
Witness 1 Address

Liansheng Li   
Witness 2 Signature (Typed or Handwritten) Name

13569 Arroyo Dale Ln, San Diego, CA 92130  
Witness 2 Address

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1st day of October, 2013.



Signature of Inventor Liansheng LI

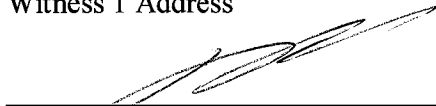


Pingda Ren

Witness 1 Signature (Typed or Handwritten) Name

5534 Havenridge Way. San Diego CA 92130

Witness 1 Address



Witness 2 Signature (Typed or Handwritten) Name

4841 Barlows Landing Cove San Diego, CA 92130

Witness 2 Address

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Signature of Inventor Katrina CHAN

Witness 1 Signature (Typed or Handwritten) Name

Witness 1 Address

Witness 2 Signature (Typed or Handwritten) Name

Witness 2 Address

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
**Signature of Inventor Troy Edward WILSON**

\_\_\_\_\_  
**Witness 1 Signature** (Typed or Handwritten) Name

\_\_\_\_\_  
Witness 1 Address

\_\_\_\_\_  
**Witness 2 Signature** (Typed or Handwritten) Name

\_\_\_\_\_  
Witness 2 Address

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
**Signature of Inventor Simon Fraser CAMPBELL**

\_\_\_\_\_  
**Witness 1 Signature** (Typed or Handwritten) Name

\_\_\_\_\_  
Witness 1 Address

\_\_\_\_\_  
**Witness 2 Signature** (Typed or Handwritten) Name

\_\_\_\_\_  
Witness 2 Address

## PATENT ASSIGNMENT

Docket Number 35280-727.833

WHEREAS, the undersigned:

- |                                       |                             |                                   |                                 |   |
|---------------------------------------|-----------------------------|-----------------------------------|---------------------------------|---|
| 1. REN, Pingda<br>San Diego, CA       | 2. LIU, Yi<br>San Diego, CA | 3. LI, Liansheng<br>San Diego, CA | 4. CHAN, Katrina<br>Fremont, CA | 5. Wilson, Troy Edward<br>Los Angeles, CA |
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\_\_\_\_\_  
**Signature of Inventor Pingda REN**

\_\_\_\_\_  
**Witness 1 Signature** (Typed or Handwritten) Name

\_\_\_\_\_  
Witness 1 Address

\_\_\_\_\_  
**Witness 2 Signature** (Typed or Handwritten) Name

\_\_\_\_\_  
Witness 2 Address

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
**Signature of Inventor Yi LIU**

\_\_\_\_\_  
**Witness 1 Signature** (Typed or Handwritten) Name

\_\_\_\_\_  
Witness 1 Address

\_\_\_\_\_  
**Witness 2 Signature** (Typed or Handwritten) Name

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Witness 2 Address

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\_\_\_\_\_  
Signature of Inventor Liansheng LI

\_\_\_\_\_  
Witness 1 Signature (Typed or Handwritten) Name


\_\_\_\_\_  
Witness 1 Address

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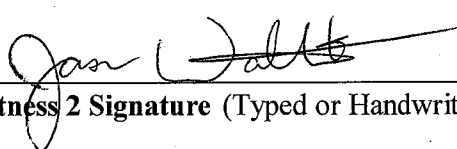
\_\_\_\_\_  
Witness 2 Address

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Signature of Inventor Katrina CHAN

 Jeffrey Wu  
\_\_\_\_\_  
Witness 1 Signature (Typed or Handwritten) Name

2626 Hillegarss Ave. B, Berkeley, CA 94704  
\_\_\_\_\_  
Witness 1 Address

 Jason Walters  
\_\_\_\_\_  
Witness 2 Signature (Typed or Handwritten) Name

34396 Torrey Pine Lane Union City, CA 94587  
\_\_\_\_\_  
Witness 2 Address

PATENT ASSIGNMENT

Docket Number 35280-727.833

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**Signature of Inventor Troy Edward WILSON**

\_\_\_\_\_  
**Witness 1 Signature (Typed or Handwritten) Name**

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\_\_\_\_\_  
**Signature of Inventor Simon Fraser CAMPBELL**

\_\_\_\_\_  
**Witness 1 Signature (Typed or Handwritten) Name**

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Rolling Hills TN  
Esktee 10/28

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\_\_\_\_\_  
**Signature of Inventor Pingda REN**

\_\_\_\_\_  
**Witness 1 Signature (Typed or Handwritten) Name**

\_\_\_\_\_  
Witness 1 Address

\_\_\_\_\_  
**Witness 2 Signature (Typed or Handwritten) Name**

\_\_\_\_\_  
Witness 2 Address

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\_\_\_\_\_  
**Signature of Inventor Yi LIU**

\_\_\_\_\_  
**Witness 1 Signature (Typed or Handwritten) Name**

\_\_\_\_\_  
Witness 1 Address

\_\_\_\_\_  
**Witness 2 Signature (Typed or Handwritten) Name**

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\_\_\_\_\_  
**Signature of Inventor Liansheng LI**

\_\_\_\_\_  
**Witness 1 Signature (Typed or Handwritten) Name**

\_\_\_\_\_  
Witness 1 Address

\_\_\_\_\_  
**Witness 2 Signature (Typed or Handwritten) Name**

\_\_\_\_\_  
Witness 2 Address

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\_\_\_\_\_  
**Signature of Inventor Katrina CHAN**

\_\_\_\_\_  
**Witness 1 Signature (Typed or Handwritten) Name**

\_\_\_\_\_  
Witness 1 Address

\_\_\_\_\_  
**Witness 2 Signature (Typed or Handwritten) Name**

\_\_\_\_\_  
Witness 2 Address

PATENT ASSIGNMENT

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IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3<sup>rd</sup> day of October, 2013.

  
Signature of Inventor Troy Edward WILSON

  
Witness 1 Signature (Typed or Handwritten) Name

3366.5 Grim ave, San Diego, CA 92104  
Witness 1 Address

  
Witness 2 Signature (Typed or Handwritten) Name

1680 N. Coast Hwy 101, unit 44, Encinitas, CA 92024  
Witness 2 Address

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Signature of Inventor Simon Fraser CAMPBELL

\_\_\_\_\_  
Witness 1 Signature (Typed or Handwritten) Name

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- ☐ for which a United States patent application is executed on even date herewith;
- ☒ for which Application No. 14/001,143 was filed on August 22, 2013 in the United States Patent Office;
- ☐ for which Application No. \_\_\_\_\_ was filed on \_\_\_\_\_ in the U.S. Receiving Office of the Patent Cooperation Treaty;
- ☐ for which Application No. \_\_\_\_\_ was filed on \_\_\_\_\_ in the \_\_\_\_\_ Patent Office; and/or
- ☐ for which an application was filed upon which a United States Patent issued on \_\_\_\_\_, as U.S. Patent No. \_\_\_\_\_

(hereinafter "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, **Intellikine LLC**, a Limited Liability Company of the State of **Delaware**, having a place of business at **10931 North Torrey Pines Road, Suite 103, La Jolla, CA 92037**, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Inventor(s) hereby covenant and agree 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, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) 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 said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (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 Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

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 said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

**PATENT ASSIGNMENT**

Docket Number 35280-727.833

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
**Signature of Inventor Pingda REN**

\_\_\_\_\_  
**Witness 1 Signature (Typed or Handwritten) Name**

\_\_\_\_\_  
Witness 1 Address

\_\_\_\_\_  
**Witness 2 Signature (Typed or Handwritten) Name**

\_\_\_\_\_  
Witness 2 Address

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
**Signature of Inventor Yi LIU**

\_\_\_\_\_  
**Witness 1 Signature (Typed or Handwritten) Name**

\_\_\_\_\_  
Witness 1 Address

\_\_\_\_\_  
**Witness 2 Signature (Typed or Handwritten) Name**

\_\_\_\_\_  
Witness 2 Address

**PATENT ASSIGNMENT**

Docket Number 35280-727.833

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
**Signature of Inventor Liansheng LI**

\_\_\_\_\_  
**Witness 1 Signature** (Typed or Handwritten) Name

\_\_\_\_\_  
Witness 1 Address

\_\_\_\_\_  
**Witness 2 Signature** (Typed or Handwritten) Name

\_\_\_\_\_  
Witness 2 Address

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
**Signature of Inventor Katrina CHAN**

\_\_\_\_\_  
**Witness 1 Signature** (Typed or Handwritten) Name

\_\_\_\_\_  
Witness 1 Address

\_\_\_\_\_  
**Witness 2 Signature** (Typed or Handwritten) Name

\_\_\_\_\_  
Witness 2 Address

## PATENT ASSIGNMENT

Docket Number 35280-727.833

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Signature of Inventor Troy Edward WILSON

\_\_\_\_\_  
Witness 1 Signature (Typed or Handwritten) Name

\_\_\_\_\_  
Witness 1 Address

\_\_\_\_\_  
Witness 2 Signature (Typed or Handwritten) Name

\_\_\_\_\_  
Witness 2 Address

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28 day of October, 2013.

S.F. Campbell  
Signature of Inventor Simon Fraser CAMPBELL

Sophie Durlacher SOPHIE DURLACHER  
Witness 1 Signature (Typed or Handwritten) Name

32 SOUTH ROAD, SAFFRON WALDEN, CB11 3DN, UNITED KINGDOM  
Witness 1 Address

D. Waterson DAVID WATERSON  
Witness 2 Signature (Typed or Handwritten) Name

RUE DE LA COLUMBIERE 12, NYON, SWITZERLAND  
Witness 2 Address