

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2668229

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>CHRISTOPHER J. BURNS</td> <td>01/06/2014</td> </tr> <tr> <td>DENIS DAIGLE</td> <td>01/06/2014</td> </tr> <tr> <td>DANIEL MCGARRY</td> <td>01/06/2014</td> </tr> <tr> <td>DANIEL C. PEVEAR</td> <td>01/06/2014</td> </tr> <tr> <td>ROBERT E. LEE TROUT</td> <td>01/06/2014</td> </tr> <tr> <td>BIN LIU</td> <td>01/06/2014</td> </tr> </tbody> </table>		Name	Execution Date	CHRISTOPHER J. BURNS	01/06/2014	DENIS DAIGLE	01/06/2014	DANIEL MCGARRY	01/06/2014	DANIEL C. PEVEAR	01/06/2014	ROBERT E. LEE TROUT	01/06/2014	BIN LIU	01/06/2014
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ROBERT E. LEE TROUT	01/06/2014														
BIN LIU	01/06/2014														
RECEIVING PARTY DATA															
Name:	VENATORX PHARMACEUTICALS, INC.														
Street Address:	30 SPRING MILL DRIVE														
City:	MALVERN														
State/Country:	PENNSYLVANIA														
Postal Code:	19355														
PROPERTY NUMBERS Total: 1															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>PCT Number:</td> <td>US2013073428</td> </tr> </tbody> </table>		Property Type	Number	PCT Number:	US2013073428										
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PCT Number:	US2013073428														
CORRESPONDENCE DATA															
Fax Number:	(650)493-6811														
Phone:	858-350-2300														
Email:	smmartin@wsgr.com														
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>															
Correspondent Name:	INGO H. HARDT, PH.D., ESQ.														
Address Line 1:	650 PAGE MILL ROAD														
Address Line 4:	PALO ALTO, CALIFORNIA 94304														
ATTORNEY DOCKET NUMBER:	41223-703.601														
NAME OF SUBMITTER:	SARAH ROLLINS														

PATENT

Signature:	/Sarah Rollins/
Date:	01/06/2014
Total Attachments: 2 source=41223-703.601 Assignment#page1.tif source=41223-703.601 Assignment#page2.tif	

PATENT ASSIGNMENTDocket Number 41223-703.601

WHEREAS, the undersigned:

- | | | | |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------|------------------------------------------------------------|
| 1. BURNS, Christopher J.
1806 Hawkweed Way
Malvern, PA 19355 | 2. DAIGLE, Denis
702 Earlton Road
Havre de Grace, MD 21078 | 3. LIU, Bin
1506 Dahlia Circle
Dayton, NJ 08810 | 4. MCGARRY, Daniel
157 Rosetree Lane
Exton, PA 19341 |
| 5. PEVEAR, Daniel C.
7 McIlvain Drive
Downingtown, PA 19335 | 6. TROUT, Robert E. Lee
140 Heydts Schoolhouse Road
Bechtelsville, PA 19505 | | |

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

BETA-LACTAMASE INHIBITORS

- for which a United States patent application is executed on even date herewith;
 for which Application No. _____ was filed on _____ in the United States Patent Office;
 for which Application No. PCT/US2013/073428 was filed on December 5, 2013, 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)").

WHEREAS, VENATORX PHARMACEUTICALS, INC., a corporation of the State of Delaware, having a place of business at 30 Spring Mill Drive, Malvern, PA, 19355, USA, (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 and Applications, including the right to claim priority to said Inventions and said Applications; (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.

PATENT ASSIGNMENT

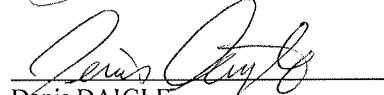
Docket Number 41223-703.601

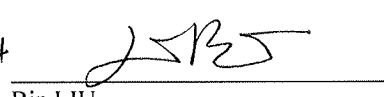
5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal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


6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

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

Date: 1/6/2014 
Christopher J. BURNS

Date: 1/6/2014 
Denis DAIGLE

Date: 1/6/2014 
Bin LIU

Date: 1/6/14 
Daniel McGARRY

Date: 1/6/2014 
Daniel C. PEVEAR

Date: 1/6/2014 
Robert E. Lee TROUT

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 1/6/2014 By: 
Name: Christopher J. Burns
Title: President