

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2760043

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TANG CAPTIAL PARTNERS, LP	07/16/2009
RECEIVING PARTY DATA	
Name:	SOLANA THERAPEUTICS, INC.
Street Address:	4401 EASTGATE MALL
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	13400007
Patent Number:	8409635
Patent Number:	8420133
Application Number:	13888158
Application Number:	13888305
CORRESPONDENCE DATA	
Fax Number:	(617)832-7000
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	617 832 1000
Email:	wherron@foleyhoag.com
Correspondent Name:	FOLEY HOAG LLP
Address Line 1:	155 SEAPORT BLVD
Address Line 2:	PATENT DEPARTMENT
Address Line 4:	BOSTON, MASSACHUSETTS 02210-2600
ATTORNEY DOCKET NUMBER:	LJH-003.03
NAME OF SUBMITTER:	WENDY HERRON
SIGNATURE:	/Wendy Herron/
DATE SIGNED:	03/10/2014
Total Attachments: 12	
source=FBH BOSTON-#4232649-v1-LJH_ASSIGNMENT_TANG_CAPITAL_PARTNERS_TO_SOLANA_THERAPEUTICS	

PATENT

source=FHBOSTON-#4232649-v1-LJH_ASSIGNMENT_TANG_CAPITAL_PARTNERS_TO_SOLANA_THERAPEUTICS
source=FHBOSTON-#4232649-v1-LJH_ASSIGNMENT_TANG_CAPITAL_PARTNERS_TO_SOLANA_THERAPEUTICS
source=FHBOSTON-#4232649-v1-LJH_ASSIGNMENT_TANG_CAPITAL_PARTNERS_TO_SOLANA_THERAPEUTICS
source=FHBOSTON-#4232649-v1-LJH_ASSIGNMENT_TANG_CAPITAL_PARTNERS_TO_SOLANA_THERAPEUTICS
source=FHBOSTON-#4232649-v1-LJH_ASSIGNMENT_TANG_CAPITAL_PARTNERS_TO_SOLANA_THERAPEUTICS
source=FHBOSTON-#4232649-v1-LJH_ASSIGNMENT_TANG_CAPITAL_PARTNERS_TO_SOLANA_THERAPEUTICS
source=FHBOSTON-#4232649-v1-LJH_ASSIGNMENT_TANG_CAPITAL_PARTNERS_TO_SOLANA_THERAPEUTICS
source=FHBOSTON-#4232649-v1-LJH_ASSIGNMENT_TANG_CAPITAL_PARTNERS_TO_SOLANA_THERAPEUTICS
source=FHBOSTON-#4232649-v1-LJH_ASSIGNMENT_TANG_CAPITAL_PARTNERS_TO_SOLANA_THERAPEUTICS
source=FHBOSTON-#4232649-v1-LJH_ASSIGNMENT_TANG_CAPITAL_PARTNERS_TO_SOLANA_THERAPEUTICS
source=FHBOSTON-#4232649-v1-LJH_ASSIGNMENT_TANG_CAPITAL_PARTNERS_TO_SOLANA_THERAPEUTICS

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this Asset Purchase Agreement, together with all annexes, exhibits, schedules and other documents attached hereto, hereinafter referred to as the "Agreement") dated as of July 16, 2009 (the "Effective Date") is made by and between TANG CAPITAL PARTNERS, L.P. ("Seller") and SOLANA THERAPEUTICS, INC., a Delaware corporation ("Purchaser").

RECITALS

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, certain properties, assets, rights and contracts of Seller.

WHEREAS, certain terms used herein without definition are defined in *Annex A*.

NOW THEREFORE, for and in consideration of the premises, mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and intending to be legally bound, the parties agree as follows:

ARTICLE 1

TRANSFERRED ASSETS; PAYMENT

1.1 Purchase and Sale of Assets. For consideration of \$425,000, Seller agrees to sell, transfer, convey, assign and deliver ("*Transfer*") and Purchaser shall purchase, acquire and accept from Seller, all of the rights, title and interest to the Seller's properties, assets, rights and contracts set forth in this section 1.1 (the "*Transferred Assets*"), free and clear of all Liens other than Permitted Liens:

(a) all right, title and interest in and to intellectual property rights and other proprietary or confidential information, whether protected, created or arising under the laws of the United States or any other jurisdiction, including Patents, Copyrights and any artwork, photos and images and other media included in the Copyrights, Know-How, Trade Secrets, Marks, Confidential Information, inbound and outbound licenses, sublicenses or agreements in respect thereof, computer programs and software, including rights to sue for and remedies against past, present and future infringements of any of the above, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide and all tangible embodiments thereof, owned by Seller and listed on Schedule 1.1(a) (the "*Proprietary Rights*");

(b) all rights in, to and under the contracts that are listed on Schedule 1.1(b) (the "*Assumed Contracts*"); and

(c) the other assets listed on Schedule 1.1(c).

1.2 Payment. Concurrent with and contingent upon the Closing, Purchaser hereby agrees to deliver to Seller the Secured Convertible Promissory Note, dated July 16, 2009, in favor of Seller in the principal amount of \$624,900, in the form attached as *Exhibit A* hereto (the "*Note*"), \$425,000 of which is consideration for the purchase of the Transferred Assets, and \$199,900 of which is consideration for cash lent to Purchaser.

ARTICLE 2

ASSUMPTION OF OBLIGATIONS AND LIABILITIES

2.1 Assumed Obligations and Liabilities. Purchaser hereby agrees to assume, pay, perform and discharge when due the obligations of the Seller arising under the Assumed Contracts, to the extent such obligations arose, or in the future arise, following the Effective Date (the "*Assumed Liabilities*"). Purchaser shall control all claims, proceedings and other matters relating to the Assumed Liabilities and Seller shall, and shall cause its Affiliates to, use commercially reasonable efforts to promptly refer all such matters to Purchaser for handling.

ARTICLE 3

FURTHER ASSURANCES

3.1 Further Conveyances and Assumptions. From time to time following the Closing, Seller and Purchaser shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquaintances and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be transferred to Purchaser under this Agreement and the Transaction Documents and to assure fully to Seller and its Affiliates and their successors and assigns, the assumption of the Assumed Liabilities by Purchaser under this Agreement and obligations and Liabilities of Purchaser under the Transaction Documents.

ARTICLE 4

CLOSING; DELIVERIES

4.1 Closing. The completion of the transactions contemplated by this Agreement (the "*Closing*") shall occur at 10:00 A.M. Pacific time on the Effective Date (the "*Closing Date*").

4.2 Deliveries by Seller. At the Closing, Seller shall deliver to Purchaser the following (the documents listed below, collectively, the "*Transaction Documents*"):

- (a) the Security Agreement, attached hereto as **Exhibit B**, executed by Seller.
- (b) the Intellectual Property Security Agreement, attached hereto as **Exhibit C**, executed by Seller.
- (c) a bill of sale substantially in the form attached hereto as **Exhibit D**, executed by Seller;
- (d) a general assignment and assumption agreement in substantially the form attached hereto as **Exhibit E** ("*General Assignment*"), executed by Seller; and
- (e) an assignment and assumption of contracts in substantially the form attached hereto as **Exhibit F** ("*Contract Assignment*"), executed by Seller.

4.3 Deliveries by Purchaser. At the Closing, Purchaser shall, against the items delivered by Seller at the Closing, deliver to Seller:

- (a) the Security Agreement, executed by Purchaser;
- (b) the Intellectual Property Security Agreement, executed by Purchaser
- (c) the General Assignment executed by Purchaser; and
- (d) the Contract Assignment executed by Purchaser.

ARTICLE 5

AS IS

5.1 As Is Condition. Except as set forth in this Agreement, (i) all Transferred Assets are sold "AS IS WHERE IS" without any representations or warranties as to the condition of the Transferred Assets or the adequacy of the Transferred Assets for any purpose and (ii) Seller disclaims all warranties, whether written or oral, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose and the implied warranties against interference and infringement.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 Amendment: Waiver. Neither this Agreement, nor any of the terms or provisions hereof, may be amended, modified, supplemented or waived, except by a written instrument signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver. No failure of either party to insist upon strict compliance by the other party with any obligation, covenant, agreement or condition contained in this Agreement shall operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

6.2 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and mailed by certified mail, faxed with a copy by certified mail or delivered by courier with signature required for delivery:

- (i) If to Seller, to:
Tang Capital Partners, L.P.
4401 Eastgate Mall
San Diego, CA 92121
- (ii) If to Purchaser, to:
Solana Therapeutics, Inc.
4401 Eastgate Mall
San Diego, CA 92121

All notices that are addressed as provided in this Section 6.2, (a) if delivered personally against proper receipt or by fax with copy by certified mail shall be effective upon delivery and (b) if

delivered by certified or by registered mail with postage prepaid or by Federal Express or similar courier service with courier fees paid by the sender shall be effective upon receipt.

6.3 Waiver of Conflicts. Each party to this Agreement acknowledges that Cooley Godward Kronish LLP ("Cooley Godward"), outside general counsel to Purchaser, has in the past performed and is or may now or in the future represent Seller or its Affiliates in matters unrelated to the transactions contemplated by this Agreement (the "Asset Sale"), including representation of Seller or its Affiliates in matters of a similar nature to the Asset Sale. The applicable rules of professional conduct require that Cooley Godward inform the parties hereunder of this representation and obtain their consent. Cooley Godward has served as outside general counsel to Purchaser and has negotiated the terms of the Asset Sale solely on behalf of Purchaser. Purchaser and Seller hereby (a) acknowledge that they have had an opportunity to ask for and have obtained information relevant to such representation, including disclosure of the reasonably foreseeable adverse consequences of such representation; (b) acknowledge that with respect to the Asset Sale, Cooley Godward has represented solely Purchaser, and not Seller or any stockholder, director or employee of Purchaser; and (c) gives its informed consent to Cooley Godward's representation of Purchaser in the Asset Sale.

6.4 Governing Law. This Agreement and the agreements entered into in connection with the transaction contemplated by this Agreement are subject to and shall be construed under the laws of the State of California without giving effect to the principles of conflicts of law thereof.

6.5 Severability. Each term and provision of this Agreement constitutes a separate and distinct undertaking, covenant, term or provision hereof. In the event that any term or provision of this Agreement shall be determined to be unenforceable, invalid or illegal in any respect, such unenforceability, invalidity, or illegality shall not affect any other term or provision of this Agreement, but this Agreement shall be construed as if such unenforceable, invalid or illegal term or provision had never been contained herein. Moreover, if any term or provision of this Agreement shall for any reason be held to be excessively broad as to time, duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent permitted under applicable law as it shall then exist.

6.6 Definitions. The definitions contained on *Annex A* shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth in this Agreement.

6.7 Schedules. The schedules shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth in this Agreement.

6.8 Entire Agreement. This Agreement, including all schedules, annexes and exhibits to this Agreement, contains, and is intended as, a complete statement of all the terms and arrangements between the parties with respect to the matters provided for, supersedes any previous agreements and understandings between the parties with respect to those matters and cannot be changed or terminated orally.

6.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of the party executing the same and all of which, when taken together, will be deemed to constitute one and the same agreement.

6.10 Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

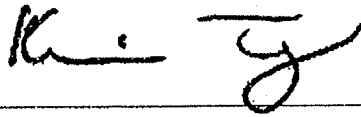
6.11 Headings. The division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

6.12 Authorship. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date first set forth above.

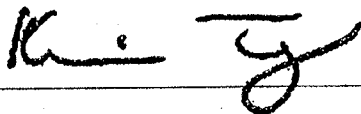
Tang Capital Partners, L.P.,
by **Tang Capital Management, LLC**, its General
Partner

By:  _____

Printed Name: Kevin C. Tang

Title: Manager

Solana Therapeutics, Inc.

By:  _____

Printed Name: Kevin C. Tang

Title: President

ANNEX A

DEFINITIONS

A. For purposes of this Agreement, the following terms shall have the meanings specified below:

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Confidential Information" means all discoveries, concepts, ideas, research and development, know-how, formulae, inventions, compositions, manufacturing and production processes and techniques, technical data, procedures, designs, drawings, specifications, databases, and other confidential and non-public information, including customer lists, supplier lists, pricing and cost information, and business and marketing plans and proposals owned by Seller or any of its Affiliates and listed on Schedule 1.1(a), in each case excluding any rights in respect of any of the foregoing that comprise or are protected by Copyrights or Patents or that constitute Trade Secrets. Confidential Information shall not include any information that is now, or hereafter becomes, in the public domain.

"Copyrights" means works of authorship and pending applications for registration of works of authorship.

"Governmental or Regulatory Authority" means any court, tribunal, arbitrator, authority, agency, commission, official or other legislative, executive or judicial instrumentality of any foreign jurisdiction, the United States or any state, county, city or other political subdivision.

"Know-How" means methods, procedures, trade secrets, formulas, techniques, assays, protocols, procedures, processes, systems, specifications, data, results of clinical trials, and technical data.

"Law" means any law, statute, rule, regulation, standard, ordinance or other pronouncement having the effect of law of any foreign jurisdiction, the United States or any state, county, city or other political subdivision or of any Governmental or Regulatory Authority.

"Liability" or "Liabilities" means any debt, loss, damage, adverse claim, Tax, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise) and including all costs and expenses relating thereto.

"Lien" means any mortgage, pledge, security interest, conditional sale, title retention agreement or lien, encumbrance, easement, claim, right, covenant, restriction, right of way, warrant, option or charge of any kind.

"Mark" means trademarks, service marks, logos, symbols, and trade names, URLs and websites and all goodwill associated therewith.

"Patents" means United States and foreign patents and patent applications, including, without

limitation, certificates of invention and applications for certifications of invention, registered designs and registered design applications, industrial designs and industrial design applications and registrations, reissues, extensions, substitutions, confirmations, registrations, revalidations, renewals, term restorations, additions, provisionals, continuations, continuations-in-part and divisions thereof.

"Permitted Liens" means (i) statutory Liens for current Taxes, assessments or other governmental charges not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings; (ii) mechanics', carriers', workers', repairers' and similar Liens arising or incurred in the ordinary course of business and not otherwise relating to obligations in excess of five thousand dollars (\$5,000); (iii) zoning, entitlement and other land use and environmental regulations by any Governmental or Regulatory Authority; (v) title of a lessor under a capital or operating lease that is an Assumed Contract; and (vi) such other imperfections in title, charges, easements, rights of way, restrictions, defects, exceptions and encumbrances which do not materially and adversely impact the value or utility of the affected property.

"Permits" means all licenses, permits, certificates of authority, authorizations, approvals, registrations, franchises and similar consents in each case granted or issued by any Governmental or Regulatory Authority or pursuant to any Law.

"Person" means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, governmental body or other entity.

"Tax" or "Taxes" means any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including a tax under Section 59A of the Internal Revenue Code of 1986, as amended (the "*Code*")), capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, real property transfer, recording, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, customs duty, fee or other similar assessment or charge in the nature of a tax, imposed by any Governmental or Regulatory Authority, including any interest or penalty thereon or addition thereto, whether disputed or not and whether payable by reason of being a member of an affiliated, consolidated, combined or unitary group, any contract, assumption, transferee or successor liability, operation of Law, Treasury Regulation Section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision of Law) or otherwise.

"Third Party" shall mean any Person other than Purchaser or Seller or an Affiliate of Purchaser or Seller.

"Trade Secrets" means any information, including a formula, pattern, compilation, program, device, method, technique, process, proprietary knowledge, invention, know-how, protocol, schematic, specification, test result, test vector, database, data collection, or diagram that derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use.

FILE NUMBER	TITLE	MATTER TYPE	COUNTRY	DATE FILED	APPLICATION NUMBER	STATUS
104831-0003-101	MODIFIED PECTINS, COMPOSITIONS AND METHODS RELATED THERETO	Utility-ORG	United States of America	28-Mar-05	11093268	Pending
104831-0006-102	COMPOSITION AND USES OF GALECTIN ANTAGONISTS	Utility-CON	United States of America	11-May-07	11803150	Pending

FILE NUMBER	TITLE	MATTER TYPE	COUNTRY	DATE FILED	APPLICATION NUMBER	STATUS
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
104831-0008-101	MODIFIED PECTIN AND NUCLEIC ACID COMPOSITION	Utility - ORG	United States of America	1-Feb-00	9495675	Issued
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

FILE NUMBER	TITLE	MATTER TYPE	COUNTRY	DATE FILED	APPLICATION NUMBER	STATUS

639414 v4/SD