

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2771795

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ZHE NIE | 03/11/2014 |
| JEFFREY ALAN STAFFORD | 03/11/2014 |
| JAMES MARVIN VEAL | 03/11/2014 |
| TOUFIKE KANOUNI | 03/11/2014 |
| RECEIVING PARTY DATA | |
| Name: | QUANTICEL PHARMACEUTICALS, INC. |
| Street Address: | 9393 TOWNE CENTRE DRIVE |
| Internal Address: | SUITE 110 |
| City: | SAN DIEGO |
| State/Country: | CALIFORNIA |
| Postal Code: | 92121 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 14210006 |
| CORRESPONDENCE DATA | |
| Fax Number: | (858)350-2399 |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Phone: | 8583502300 |
| Email: | asgarcia@wsgr.com |
| Correspondent Name: | WILSON, SONSINI, GOODRICH, & ROSATI |
| Address Line 1: | 650 PAGE MILL ROAD |
| Address Line 4: | PALO ALTO, CALIFORNIA 94304 |
| ATTORNEY DOCKET NUMBER: | 38711-807.201 |
| NAME OF SUBMITTER: | ASHLEY GARCIA |
| SIGNATURE: | /Ashley Garcia/ |
| DATE SIGNED: | 03/17/2014 |
| Total Attachments: 6 | |
| source=38711-807.201 Parent Assignment as filed#page1.tif | |
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source=38711-807.201 Parent Assignment as filed#page6.tif

WHEREAS, the undersigned:

- | | | |
|--|---|--|
| 1. NIE, Zhe 17104 Monterey Ridge Way San Diego, CA 92127 | 2. STAFFORD, Jeffrey Alan 12752 Sandy Crest Ct. San Diego, CA 92130 | 3. VEAL, James Marvin 8916 Weaver Crossing Road Apex, NC 27502 |
|--|---|--|

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

HISTONE DEMETHYLASE INHIBITORS

- ☐ for which a United States patent application is executed on even date herewith;
☒ for which Application No. 61/783,563 was filed on March 14, 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)").

WHEREAS, QuanticeL Pharmaceuticals, Inc., a corporation of the State of Delaware, having a place of business at 9393 Towne Centre Drive, Suite 110, San Diego, CA 92121, (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:

- 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 said 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).
- 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.
- 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.
- 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.
- 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.
- 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,

PATENT ASSIGNMENT

Docket Number 38711-807.101

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: x 3/11/2014 x Zhe NIE

Date: x 3/11/2014 x Jeffrey Alan STAFFORD

Date: x _____ x _____
James Marvin VEAL

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: x 3/11/2014

By: x Jeffrey Alan STAFFORD
Jeffrey Alan STAFFORD
Chief Scientific Officer

PATENT ASSIGNMENT

Docket Number 38711-807.101

WHEREAS, the undersigned:

- | | | |
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| 1. NIE, Zhe 17104 Monterey Ridge Way San Diego, CA 92127 | 2. STAFFORD, Jeffrey Alan 12752 Sandy Crest Ct. San Diego, CA 92130 | 3. VEAL, James Marvin 8916 Weaver Crossing Road Apex, NC 27502 |
|--|---|--|

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

HISTONE DEMETHYLASE INHIBITORS

- ☐ for which a United States patent application is executed on even date herewith;
☒ for which Application No. 61/783,563 was filed on March 14, 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)").

WHEREAS, QuanticeL Pharmaceuticals, Inc., a corporation of the State of Delaware, having a place of business at 9393 Towne Centre Drive, Suite 110, San Diego, CA 92121, (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 said 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.

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,

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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:

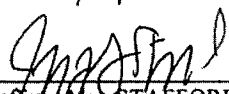
Date: x _____ x _____
Zhe NIE

Date: x _____ x _____
Jeffrey Alan STAFFORD

Date: x 3/11/2014 x 
James Marvin VEAL

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: x 3/11/2014

By: x 
Jeffrey Alan STAFFORD
Chief Scientific Officer

WHEREAS, the undersigned:

KANOUNI, Toufike
9253 Regents Road, Unit A103
La Jolla, CA 92037 USA

(hereinafter "Inventor(s)), " has/have contributed to the invention of certain new and useful improvements in:

HISTONE DEMETHYLASE INHIBITORS

for which an application will be filed on or before March 14, 2014 in the U.S. Receiving Office of the Patent Cooperation Treaty (hereinafter "Application"), the subject matter of which the Inventor(s) has/have reviewed and understood.

WHEREAS, QuanticeL Pharmaceuticals, Inc., a corporation of the State of Delaware, having a place of business at 9393 Towne Centre Drive, Suite 110, San Diego, CA 92121, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application 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.

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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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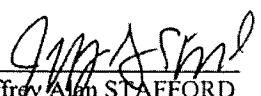

Toufike KANOUNI

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: x

3/11/2014

By: x


Jeffrey Allen STAFFORD
Chief Scientific Officer