

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2786817

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AUSTIN CHIH-YU CHEN	03/20/2014
JILL MELISSA BACCEI	03/21/2014
BRIAN ANDREW STEARNS	03/20/2014
NICHOLAS SIMON STOCK	03/20/2014
YEN PHAM TRUONG	03/20/2014
RECEIVING PARTY DATA	
Name:	INCEPTION SCIENCES, INC.
Street Address:	5871 OBERLIN DRIVE, SUITE 100
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14345914
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:	858-350-2300
Email:	lford@wsgr.com, patentdocket@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:	41130-701.831
NAME OF SUBMITTER:	LORI FORD
SIGNATURE:	/Lori Ford/
DATE SIGNED:	03/26/2014
Total Attachments: 3	
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PATENT ASSIGNMENTDocket Number 41130-701.831
(IS0001 US)

WHEREAS, the undersigned:

- | | | | |
|---|---|---|--|
| 1. Austin Chih-Yu Chen
1142 Festival Road
San Marcos, CA 92078 | 2. Jill Melissa Baccet
13630 Sagewood Drive
Poway, CA 92064 | 3. Brian Andrew Stearns
157 Beechtree Drive
Encinitas, CA 92024 | 4. Nicholas Simon Stock
429 Brenna Court
Encinitas, CA 92024 |
| 5. Yen Pham Truong
12939 Calle De Las Rosas
San Diego, CA 92129 | | | |

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

TRICYCLIC COMPOUNDS USEFUL AS NEUROGENIC AND NEUROPROTECTIVE AGENTS

- ☐ for which a United States patent application is executed on even date herewith;
☒ for which application serial number 14/345,914 was filed on March 19, 2014 in the United States Patent and Trademark

Office;

- ☐ for which application serial number _____ was filed on _____ in the U.S. Receiving Office of the Patent Cooperation Treaty;
☐ for which application serial number _____ 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, INCEPTION SCIENCES, INC., a corporation of the State of Delaware, having a place of business at 5871 Oberlin Drive, Suite 100, 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 thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

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; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the 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 reasonable expenses 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, represent and covenant that said Inventor(s) 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.

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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.

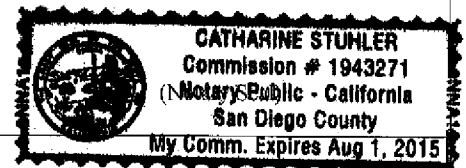
IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 03/20/2014Austin Chih-Yu ChenState/Commonwealth of California
County of San Diego

On MARCH 20, 2014 before me, CATHARINE STUHLER (Name/Title of Notary) personally appeared Austin Chih-Yu Chen (Name of Signer) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State/Commonwealth of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Catharine StuhlerDate: 3/21/2014Jill Melissa BaccetiState/Commonwealth of California
County of San Diego

On MARCH 21, 2014 before me, CATHARINE STUHLER (Name/Title of Notary) personally appeared Jill Melissa Bacceti (Name of Signer) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State/Commonwealth of California that the foregoing paragraph is true and correct.

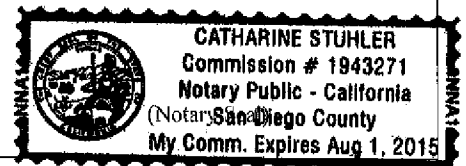
WITNESS my hand and official seal.

Signature: Catharine StuhlerDate: 3/20/14Brian Andrew StearnsState/Commonwealth of California
County of San Diego

On MARCH 20, 2014 before me, CATHARINE STUHLER (Name/Title of Notary) personally appeared Brian Andrew Stearns (Name of Signer) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State/Commonwealth of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Catharine Stuhler

PATENT ASSIGNMENT

Docket Number 41130-701.831
(IS0001 US)Date: 20 Mar 2014
Nicholas Simon StockState/ Commonwealth of California)
County of San Diego)

On March 20, 2014 before me, CATHARINE STUHLER (Name/Title of Notary) personally appeared Nicholas Simon Stock (Name of Signer) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~ executed the same in ~~his~~ authorized capacity, and that by ~~his~~ signature on the instrument the person, or entity, upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State/ Commonwealth of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Catharine Stuhler

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

Date: 20 Mar 2014
Yen Pham TruongState/ Commonwealth of California)
County of San Diego)

On March 20, 2014 before me, CATHARINE STUHLER (Name/Title of Notary) personally appeared Yen Pham Truong (Name of Signer) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~ executed the same in ~~his~~ authorized capacity, and that by ~~his~~ signature on the instrument the person, or entity, upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State/ Commonwealth of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Catharine Stuhler