502752441 04/03/2014 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2799037

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT		
CONVEYING PARTY D	ΑΤΑ				
		Name		Execution Date	
DOUGLAS COVEY				04/01/2014	
RECEIVING PARTY DA	ТА				
Name:	Washington University				
Street Address:	One Brookings Drive				
City:	St. Louis				
State/Country:	MISSOURI				
Postal Code:	63130				
	1				
PROPERTY NUMBERS	Total: 1				
Property Type		Number			
Application Number:	14	4200219			
CORRESPONDENCE D	AIA				
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TECHNOLOGY ASSIGNMENT WU Case: 012445

ASSIGNORS:

Douglas Covey

WHEREAS, the aforementioned individuals (the "ASSIGNORS") have developed a certain INVENTION having WU OTM Case No. 012445 and being entitled Neuroactive cyclopenta[b]anthracenes, prodrugs thereof, and methods of treatment (collectively, with all future enhancements and improvements thereto as well as all related original works of authorship related thereto other than those solely of an artistic, literary or scholarly nature, as the "INVENTION");

WHEREAS, the ASSIGNORS have executed an APPLICATION for a United States Patent based on the INVENTION, entitled <u>ASMODULATORS FOR GABA TYPE-A RECEPTORS</u>. filed on <u>March 7, 2014</u>, and assigned APPLICATION Serial No. <u>14/200,219</u>. (the "APPLICATION");

WHEREAS, Washington University, a corporation of the State of Missouri having its principal office and place of business at One Brookings Drive, St. Louis, Missouri, 63130, ("ASSIGNEE") is desirous of acquiring the entire and exclusive right, title, and interest in and to the INVENTION and the APPLICATION; as provided for in the Washington University Intellectual Property Policy;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the ASSIGNORS hereby sell, assign and transfer to ASSIGNEE the full and exclusive right, title and interest in the United States (including its territories and dependencies) and all countries foreign thereto in, to and under the INVENTION, the APPLICATION, and any other United States APPLICATIONS (including provisional, non-provisional, divisional, continuing and reissue APPLICATIONS) based in whole or in part on the APPLICATION or in whole or in part on the INVENTION, and any patents (including extensions thereof) of any country that have been or may be granted on any of the aforesaid APPLICATIONS or on the INVENTION or any part thereof and including all rights to claim priority through any international convention or treaty and all copyrights on or related to the INVENTION;

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ASSIGNORS each agree, to each creator's binding personal share of any income generated by the INVENTION as delineated in the attached Exhibit A, and that all future agreements regarding such personal shares shall be in writing and signed by all creators;

ASSIGNORS hereby warrant and represent to Assignee, its successors, legal representatives and assigns, that at the time of execution of this assignment, the ASSIGNORS listed above are the sole individuals employed by the ASSSIGNEE who have made contributions to the INVENTION, that the ASSIGNORS are unencumbered and have good and full right and lawful authority to sell and convey the same in the manner herein set forth, and that all works of authorship assigned herein are original works created solely by the ASSIGNORS and are free from plagiarized, libelous, obscene or infringing material;

ASSIGNORS hereby authorize and request the Commissioner of Patents of the United States of America, to issue any and all United States Patents that may be granted on any assigned APPLICATION or on the INVENTION or any part thereof, in the name of ASSIGNEE;

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this sale, assignment and transfer;

ASSIGNORS hereby grant to ASSIGNEE and its agents and attorneys the power and right to insert herein the title, serial number and filing date of the APPLICATION, the OTM case number and title of the INVENTION after this Assignment is executed by the ASSIGNORS; and

ASSIGNORS further covenant that upon ASSIGNEE's request they will provide promptly to ASSIGNEE all pertinent facts and documents relating to the aforesaid APPLICATIONS and the INVENTION as may be known and accessible to ASSIGNORS, and ASSIGNORS will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives without further consideration any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the aforesaid APPLICATIONS that may be deemed necessary or desirable by ASSIGNEE to carry out the purposes hereof.

For the event that ASSIGNEE is unable, after reasonable effort, to secure any ASSIGNOR's signature on any APPLICATION, paper or other instrument relating to any patent, patent APPLICATION, letters patent, copyright or other analogous protection relating to the INVENTION in any country, whether because of the ASSIGNOR's mental incapacity, death or for any other reason whatsoever, each ASSIGNOR hereby irrevocably designates and appoints

> PATENT REEL: 032595 FRAME: 0541

ASSIGNEE and its duly authorized officers and agents as each ASSIGNOR's agent and attorney in fact to act for and to execute and file any such APPLICATION, paper or other instrument on ASSIGNOR's behalf and to do all other lawfully permitted acts to further the prosecution and issuance of any patent, patent APPLICATION, letters patent, copyright or any other analogous protection related to the INVENTION with the same legal force and effect as if executed by such ASSIGNOR.

For the convenience of the parties, any number of counterparts of the Assignment may be executed by the parties hereto. Each such counterpart shall be and shall be deemed to be an original instrument but all such counterparts taken together shall constitute one and the same assignment.

IN WITNESS WHEREOF, the ASSIGNORS have hereunto set their hand to the foregoing assignment.

Signature -- Douglas Covey/

Name: Douglas Covey Home Address: <u>649 ARBOR HAVEN DR.</u> <u>BALLININ, HO 6302</u>1

ACKNOWLEDGMENT

STATE OF MICOUN)) SS. CITY OF <u>BALANIS</u>

On this <u>1st</u> day of <u>fpc1</u>, 20<u>14</u>, before me, a Notary Public, personally appeared <u>Nouclas</u>, <u>Cover</u>, known to me to be the person described, in and who executed, the foregoing assignment and acknowledged that he executed said instrument as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Nøtary Public

My Commission Expires:

[SEAL]

JESSICA WILLIAMS Notsry Public-Notsry Seal State of Missouri, St Louis County Commission & 12478758 My Commission Expires Feb 15, 2016