

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2820648

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FRANCESCA R SALIPUR	04/09/2014
PAULA J BATES	04/14/2014
ELSA MERIT REYES-REYES	04/11/2014
BO XU	04/17/2014
GERALD B HAMMOND	04/17/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	UNIVERSITY OF LOUISVILLE RESEARCH FOUNDATION, INC.
<b>Street Address:</b>	MEDCENTER THREE, 201 E JEFFERSON ST STE 215
<b>City:</b>	LOUISVILLE
<b>State/Country:</b>	KENTUCKY
<b>Postal Code:</b>	40202
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
PCT Number:	US2013058566
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(513)842-7028
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	513.693.4887
<b>Email:</b>	clauver@calfee.com
<b>Correspondent Name:</b>	HARRY J GUTTMAN
<b>Address Line 1:</b>	2800 FIRST FINANCIAL, 255 E. FIFTH ST
<b>Address Line 4:</b>	CINCINNATI, OHIO 45202-4728
<b>ATTORNEY DOCKET NUMBER:</b>	35783.04040
<b>NAME OF SUBMITTER:</b>	HARRY J. GUTTMAN
<b>SIGNATURE:</b>	/Harry J Guttman/
<b>DATE SIGNED:</b>	04/18/2014
<b>Total Attachments: 10</b>	
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## ASSIGNMENT AGREEMENT

University of Louisville Research Foundation, Inc., incorporated in the state of Kentucky, at the address of MedCenter Three, 201 E. Jefferson St., Suite 215, Louisville, KY 40202 (referred to herein as "ASSIGNEE") and each undersigned inventor (referred to herein singly or collectively as "ASSIGNOR"), agree to THIS AGREEMENT, as follows:

### 1.0 DEFINITIONS

1.01 APPLICATIONS means

(a) the application of PCT Application No. PCT/US2013/058566 filed on September 6, 2013 entitled "COMPOSITIONS AND METHODS FOR MODULATING DNMT1 INHIBITOR ACTIVITY" and with Attorney Docket No. 35783.04040 (referred to herein as the SPECIFIC APPLICATION),

(b) any application filed in the U.S. (e.g., a provisional, nonprovisional, or reissue application filed in the United States Patent and Trademark Office ("USPTO")), in a foreign jurisdiction (e.g., in the European Patent Office ("EPO") or in the Japanese Patent Office ("JPO")), or under an international treaty (e.g., under the Patent Cooperation Treaty ("PCT")) encompassing one or more inventions disclosed in the application in 1.01(a),

(c) any application filed in the U.S. (e.g., a provisional, nonprovisional, or reissue application filed in the USPTO), in a foreign jurisdiction (e.g., in the EPO or in the JPO), or under an international treaty (e.g., under the PCT) encompassing one or more improvements of an application in 1.01(a) or 1.01(b) or one or more modifications of an application in 1.01(a) or 1.01(b),

(d) any application filed in the U.S. (e.g., a provisional, nonprovisional, or reissue application filed in the USPTO), in a foreign jurisdiction (e.g., in the EPO or in the JPO), or under an international treaty (e.g., under the PCT) from which an application in 1.01(a), 1.01(b), or 1.01(c) directly or indirectly claims benefit under U.S. law (e.g., 35 U.S.C. §§ 119, 120, 121, 365), under foreign law, or under international law (e.g., the Paris Convention), and

(e) any application filed in the U.S. (e.g., a provisional, nonprovisional, or reissue application filed in the USPTO), in a foreign jurisdiction (e.g., in the EPO or in the JPO), or under an international treaty (e.g., under the PCT) that directly or indirectly claims benefit to an application in 1.01(a), 1.01(b), 1.01(c), or 1.01(d) under U.S. law (e.g., 35 U.S.C. §§ 119, 120, 121, 365), under foreign law, or under international law (e.g., the Paris Convention), including without limitation any continuation application, any divisional application, any continuation-in-part application, any reissue application (e.g., a broadening reissue application), and any nonprovisional application (e.g., a PCT application designating the U.S.).

APPLICATIONS include but are not limited to applications for patents (e.g., applications for design patents, utility patents, industrial design patents, utility model patents, patents for invention, innovation patents, and patents of addition) and applications for other forms of protection for inventions (e.g., inventor's certificates).

1.02 PATENTS means all rights and privileges under any Letters Patent, patent, or certificate issued or published from any APPLICATION, including any reissue, any ex

parte reexamination (including all certificates issuing or publishing therefrom), any inter partes reexamination (including all certificates issuing or publishing therefrom), any renewal, any extension, any patent resulting from any reexamination resulting from any supplemental examination (including all certificates issuing or publishing therefrom), any patent resulting from any covered business method patent review (including all certificates issuing or publishing therefrom), any patent resulting from any post grant review (including all certificates issuing or publishing therefrom), and any patent resulting from any inter partes review (including all certificates issuing or publishing therefrom).

1.03 INVENTIONS means

- (a) any invention disclosed in any APPLICATION or in any PATENT, and
- (b) any improvement or any modification of the inventions disclosed in any APPLICATION or any PATENT, including any invention first disclosed in an APPLICATION or a PATENT that is a continuation-in-part application.

**2.0 ASSIGNMENT**

2.01 ASSIGNOR hereby assigns, transfers, and sets over to ASSIGNEE and its successors and assigns, the entire worldwide right, title, and interest in and to APPLICATIONS, PATENTS, INVENTIONS and all rights, if any, to sue for past infringement for any APPLICATION, any PATENT, and any INVENTION.

**3.0 COOPERATION AND AUTHORIZATION**

3.01 ASSIGNOR agrees, without charge to ASSIGNEE, but at ASSIGNEE's expense (a) to execute (i) all necessary papers (such as, but not limited to, declarations and disclaimers) to be used in connection with any APPLICATION (including but not limited to the SPECIFIC APPLICATION), as the ASSIGNEE or its successors and assigns may deem necessary or expedient, (ii) all papers in connection with any interference action (at the USPTO or in a civil action), derivation proceeding (at the USPTO or in a civil action) or other legal or quasi-legal proceedings relating to any APPLICATION, PATENT, or INVENTION in any venue (e.g., patent office or court) in the United States, any non-US national jurisdiction, any regional jurisdiction, and/or any international authority/organization; (b) to cooperate with ASSIGNEE and its successors and assigns in every way possible in obtaining evidence (such as, but not limited to, performing experiments and providing facts and documents) and going forward in any such proceedings (at no expense to ASSIGNOR); and (c) to perform all other affirmative acts which may be necessary or desirable to obtain a grant of any PATENT.

3.02 ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue and publish any patent or certificate within its jurisdiction that may be granted (a) upon any APPLICATION or (b) upon any procedure or any application that encompasses or is in connection with any INVENTION.

3.03 ASSIGNOR hereby authorizes the ASSIGNEE, its successors and assigns, to file in its own name, applications for patents under the patent laws of any jurisdiction (e.g., any country, any regional entity, such as the EPO, or any international entity) of the world in connection with or that encompasses any INVENTION, under the Paris Convention for

the Protection of Industrial Property claiming the priority of any APPLICATION or otherwise; ASSIGNOR hereby authorizes the ASSIGNEE, its successors and assigns, to secure in its own name any patent issued or published thereon.

3.04 ASSIGNOR and ASSIGNEE hereby grant to Harry J. Guttman and to the law firm of Calfee, Halter & Griswold LLP, authority and power to insert on THIS AGREEMENT any further identification which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or any patent office of any non-US national jurisdiction, regional jurisdiction, and/or international patent issuing authority/organization.

#### **4.0 ACKNOWLEDGEMENTS, COVENANTS, AND WARRANTIES**

4.01 ASSIGNOR acknowledges payment of one dollar (USD 1.00) or its equivalent, and other good and valuable consideration ("PAYMENT"). ASSIGNOR acknowledges the receipt, sufficiency, and adequacy of the PAYMENT in exchange for agreeing to the terms of THIS AGREEMENT, including but not limited to assigning SPECIFIC APPLICATION, APPLICATIONS, PATENTS, and INVENTIONS to ASSIGNEE in section 2.0.

4.02 ASSIGNOR covenants and warrants that ASSIGNOR has the full right to convey the entire right, title, and interest described in THIS AGREEMENT (e.g., the SPECIFIC APPLICATION and inventions disclosed in the SPECIFIC APPLICATION, and improvements and modifications of those inventions) to ASSIGNEE, free of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

4.03 ASSIGNOR acknowledges that ASSIGNOR has an obligation to or did previously assign, transfer and/or set over to ASSIGNEE all or a portion of the rights, titles and/or interests described in THIS AGREEMENT (e.g., the SPECIFIC APPLICATION and inventions disclosed in the SPECIFIC APPLICATION, and improvements and modifications of those inventions), by means of one or more prior agreements including but not limited to an employee agreement, a student research agreement, an assignment agreement, a confidentiality agreement, a nondisclosure agreement, a research disclosure form, or an invention disclosure form. Should a conflict arise between a prior agreement and THIS AGREEMENT, THIS AGREEMENT shall control.

#### **5.0 GENERAL PROVISIONS**

5.01 THIS AGREEMENT shall fulfill the purposes of a Deed of Assignment in jurisdictions requiring same.

5.02 THIS AGREEMENT will be interpreted and construed, and the legal relations created herein will be determined, in accordance with the laws of the United States of America and the laws of the State of Kentucky (excluding conflicts of laws).

5.03 Should any part or provision of THIS AGREEMENT be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

5.04 Headings (which are center justified, in all caps, and bold) used in THIS AGREEMENT are intended for convenience and shall not be deemed to supersede or modify any provision.

5.05 THIS AGREEMENT may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

## 6.0 DECLARATION

6.01 ASSIGNOR hereby declares:

(a) The SPECIFIC APPLICATION was made or authorized to be made by me.

(b) I believe that I am the original inventor or an original joint inventor of a claimed invention in the SPECIFIC APPLICATION.

(c) I have reviewed and understand the contents of the specification, including the claims, of the SPECIFIC APPLICATION.

(d) I am aware of the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability of the SPECIFIC APPLICATION as defined in 37 C.F.R. § 1.56.

(e) I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five years or both, and that such willful false statements may jeopardize the validity of the SPECIFIC APPLICATION or any patent issued thereon.

ASSIGNOR evidences THIS AGREEMENT by execution as follows:

Signature of First Inventor: Francesca R. Salipur

Date: APRIL 9, 2014 (Please spell the name of the month)

Printed Name of First Inventor: Francesca R. Salipur

Address of First Inventor: 2406 Woodmont Drive, Louisville, KY 40220, United States

On this 9 day of April, 2014, before me, a Notary Public in

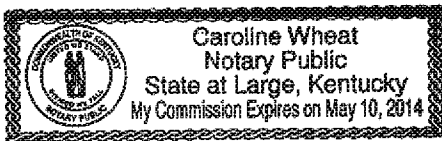
and for the County of Jefferson and State of Kentucky, personally appeared the above-named inventor, personally known to me, and acknowledged the execution of THIS AGREEMENT as his/her free act and deed for the purpose herein set forth.

Signature of Notary: Caroline Wheat

Printed Name of Notary: Caroline Wheat

My Commission expires on: 5/10/14

[Seal]



Signature of Second Inventor: Paula J. Bates

Date: April 14<sup>th</sup>, 2014 (Please spell the name of the month)

Printed Name of Second Inventor: Paula J. Bates

Address of Second Inventor: 5516 Hempstead Road, Louisville, KY 40207, United States

On this 14 day of April, 2014, before me, a Notary Public in

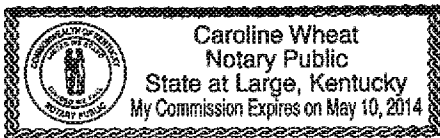
and for the County of Jefferson and State of Kentucky, personally appeared the above-named inventor, personally known to me, and acknowledged the execution of THIS AGREEMENT as his/her free act and deed for the purpose herein set forth.

Signature of Notary: Caroline Wheat

Printed Name of Notary: Caroline Wheat

My Commission expires on: 5/10/14

[Seal]





Signature of Third Inventor: Merit Reyes Reyes

Date: 4/11/2014, 2014 (Please spell the name of the month)

Printed Name of Third Inventor: Eisa Merit Reyes-Reyes

Address of Third Inventor: 5803 Weatherburn Court, Prospect, KY 40059, United States

On this 11<sup>th</sup> day of April, 2014, before me, a Notary Public in

and for the County of Jefferson and State of Kentucky, personally appeared the above-named inventor, personally known to me, and acknowledged the execution of the THIS AGREEMENT as his/her free act and deed for the purpose herein set forth.

Signature of Notary: Erin M. Osborne

Printed Name of Notary: Erin M. Osborne

My Commission expires on: November 3, 2015

[Seal]

Signature of Fourth Inventor: [Signature]

Date: April 17, 2014 (Please spell the name of the month)

Printed Name of Fourth Inventor: Bo Xu

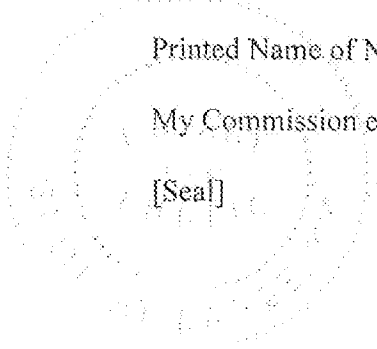
Address of Fourth Inventor: 2203 James Guthrie Ct. #3, Louisville, KY 40217, United States

On this 17th day of April, 2014, before me, a Notary Public in and for the County of Jefferson and State of Kentucky, personally appeared the above-named inventor, personally known to me, and acknowledged the execution of the THIS AGREEMENT as his/her free act and deed for the purpose herein set forth.

Signature of Notary: [Signature]

Printed Name of Notary: Elizabeth Williams

My Commission expires on: July 31, 2016



[Seal]

Signature of Fifth Inventor: [Signature]

Date: April 17, 2014 (Please spell the name of the month)

Printed Name of Fifth Inventor: Gerald B. Hammond

Address of Third Inventor: 172 Hebron Road, Shelbyville, KY 40065, United States

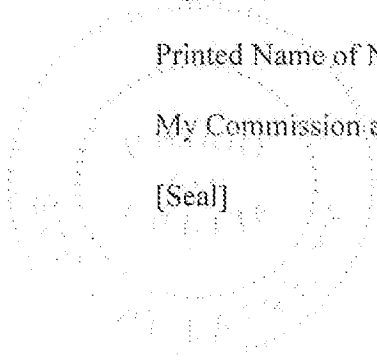
On this 17th day of April, 2014, before me, a Notary Public in

and for the County of Jefferson and State of Kentucky, personally appeared the above-named inventor, personally known to me, and acknowledged the execution of the THIS AGREEMENT as his/her free act and deed for the purpose herein set forth.

Signature of Notary: [Signature]

Printed Name of Notary: Elizabeth Williams

My Commission expires on: July 31, 2016



[Seal]

ASSIGNEE evidences THIS AGREEMENT by execution on its behalf by its duly authorized representative, as follows:

Signature of duly authorized representative: Eric M. Castlen

Date: April 15, 2014 Printed Name: Eric M. Castlen  
(Please spell the name of the month) Title: Technology Transfer Officer

On this 15th day of April, 2014, before me, a Notary Public in  
and for the County of Jefferson and State of Kentucky, personally  
appeared the above-named authorized representative, personally known to me, and  
acknowledged the execution of THIS AGREEMENT as his/her free act and deed for the  
purpose herein set forth.

Signature of Notary: Elizabeth Williams

Printed Name of Notary: Elizabeth Williams

My Commission expires on: July 31, 2016

[Seal]