## 502784077 04/25/2014

## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
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WALEED DANHO	04/22/2014

## **RECEIVING PARTY DATA**

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## **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	14216749
PCT Number:	US2014029232

## CORRESPONDENCE DATA

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DATE SIGNED:	04/25/2014

**Total Attachments: 2** 

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> PATENT REEL: 032762 FRAME: 0055

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## ASSIGNMENT

(Patent Applications)

We [I], the undersigned, have invented certain inventions and improvements disclosed in a utility (provisional or non-provisional) patent applications entitled

# "PEPTIDES HAVING REDUCED TOXICITY THAT STIMULATE CHOLESTEROL EFFLUX",

filed with the U.S. Patent & Trademark Office on March 17, 2014, as a US Patent Application, and given serial no. 14/216,749; and

filed with the U.S. Patent & Trademark Office on March 14, 2014, as an International Application, and given serial no. PCT/US14/29232.

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which we [I] acknowledge, we [I]:

- 1. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to **Artery Therapeutics, Inc.**, a corporation of the State of California having a principal place of business at 10 Duberstein Drive, San Ramon, California 94583 ("Assignee"), the entire right, title, and interest in and to:
  - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
  - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
  - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

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- (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own
- 2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
- 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
- 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us [me], as well as our [my] heirs, legal representatives, and assigns.
- 5. Promise and affirm that we [I] have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.
- Authorize Kilpatrick Townsend & Stockton to insert above the application number and filing date of the above-described patent application when known.

Signed on the dates indicated beside our [my] signatures [signature].

Signature:

The Youhanceon

Signature: \_

Walced Danho

Date: Am 125, 2014

Jan Johansson, CEO & President

Date: Abri

<u> 22. 2014,</u>

ACKNOWLEDGEMENT OF ASSIGNEE:

Date: April 25, 2014

LBNL Ref.: WIB-3305US and WIB-3305PCT

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RECORDED: 04/25/2014

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Aptery Therapeutics, Inc.

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