

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2849939

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ARYX THERAPEUTICS, INC.	06/17/2011
RECEIVING PARTY DATA		
Name:	ALTOS THERAPEUTICS, LLC	
Street Address:	697 N. SAN ANTONIO ROAD	
City:	LOS ALTOS	
State/Country:	CALIFORNIA	
Postal Code:	94022	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14184615	
CORRESPONDENCE DATA		
Fax Number:	(650)856-3710	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6508563700	
Email:	mcisneros@foley.com	
Correspondent Name:	WENRONG HUANG	
Address Line 1:	975 PAGE MILL ROAD	
Address Line 2:	FOLEY & LARDNER LLP	
Address Line 4:	PALO ALTO, CALIFORNIA 94304	
ATTORNEY DOCKET NUMBER:	100448-0202	
NAME OF SUBMITTER:	WENRONG HUANG	
SIGNATURE:	/Wenrong Huang, Reg. No. 58,012/	
DATE SIGNED:	05/09/2014	
Total Attachments: 5		
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EXHIBIT C

PATENT ASSIGNMENT AGREEMENT

WHEREAS, ARYx Therapeutics, Inc. ("**Assignor**"), transferred ownership and sold of all of its right, title and interest in and to most of its assets to Altos Therapeutics, LLC, a California limited liability company ("**Assignee**").

WHEREAS, Assignor and Assignee desire to memorialize the transfer of the Assignor's patents and patent applications and related rights to Assignee.

NOW, THEREFORE, BE IT KNOWN, pursuant to the Asset Purchase Agreement, Assignor has conveyed, assigned, transferred, delivered and set over for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and does hereby convey, assign, transfer, deliver and set over, unto said Assignee, its successors and assigns, (1) the entire worldwide right, title and interest in and to each and all Letters Patents in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said Letters Patents and applications owed by Assignor, including those set forth in Schedule A hereto, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of any of said Letter Patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor; (2) the full and complete right to file patent applications therefor, at the Assignee's, or its designee's election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world; and (3) the entire right, title and interest in and to any Letter Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same.

AND the Assignor hereby authorizes and requests the United States Patent and Trademarks Office (and any corresponding patent office in any other country) to issue said Letter Patents in accordance with this Agreement.

AND Assignor agrees to undertake commercially reasonable efforts to assist Assignee to evidence, record and perfect the assignments hereunder and to apply for and obtain recordation of and from time to time revive, enforce, maintain and defend the assigned rights.

IN WITNESS WHEREOF, intending to be legally bound, ARYx Therapeutics, Inc. has caused this Patent Assignment to be signed by its duly authorized officer as of June 16, 2011.

ASSIGNOR:

ARYx Therapeutics, Inc.

Name: 

Title: VICE PRESIDENT, CORPORATE AFFAIRS

Please see Attached
notary acct.
6/17/2011

ASSIGNEE:

ALTOS THERAPEUTICS, LLC

Name: Dr. Roger Whiting

Title: Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Alameda

On 6/17/2011 before me, Hassan Zafari (Notary Public)

personally appeared David Nagler



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Exhibit C Patent Assignment Agreement

Document Date: 6/16/2011 Number of Pages: 2 (Two)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

PATENT

REEL: 032864 FRAME: 0140

IN WITNESS WHEREOF, intending to be legally bound, ARYx Therapeutics, Inc. has caused this Patent Assignment to be signed by its duly authorized officer as of June 16, 2011.

ASSIGNOR:

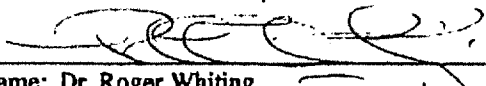
ARYx Therapeutics, Inc.

Name: _____

Title: _____

ASSIGNEE:

ALTOS THERAPEUTICS, LLC


Name: Dr. Roger Whiting

Title: Manager

EXHIBIT A

Acquired Assets

(Includes Know-How and Trade Secrets)

US provisional patent application 61/356,096 filed June 18, 2010 and any other patent applications exclusively relating thereto, whether pending or abandoned, and all trade secrets and other proprietary assets exclusively relating to the inventions disclosed therein. The Title of the patent application is "D₂ Antagonists, Methods of Synthesis and Methods of Use" and the inventors listed are Gary Wayne Luehr, Arathi Sundraram, Priyadarshini Jaishankar, Phillip Warren Payne, and Pascal Druzgala.