

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2850095

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHRISTOPHER J. BURNS	04/22/2014
DENIS DAIGLE	04/22/2014
BIN LIU	04/22/2014
DANIEL MCGARRY	04/22/2014
DANIEL C. PEVEAR	04/22/2014
ROBERT E. LEE TROUT	04/22/2014
RECEIVING PARTY DATA	
Name:	VENATORX PHARMACEUTICALS, INC.
Street Address:	30 SPRING MILL DRIVE
City:	MALVERN
State/Country:	PENNSYLVANIA
Postal Code:	19355
PROPERTY NUMBERS Total: 1	
Property Type	Number
PCT Number:	US1426727
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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Email:	patentdocket@wsgr.com, callman@wsgr.com
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI
Address Line 1:	650 PAGE MILL ROAD
Address Line 4:	PALO ALTO, CALIFORNIA 94304-1050
ATTORNEY DOCKET NUMBER:	41223-705.601
NAME OF SUBMITTER:	CARROLL ALLMAN
SIGNATURE:	/Carroll Allman/
DATE SIGNED:	05/09/2014
Total Attachments: 2	
source=41223-705.601 PCT Assignment as recorded#page1.tif	

PATENT

WHEREAS, the undersigned:

- | | | |
|---|---|--|
| 1. BURNS, Christopher J.
1806 Hawkweed Way
Malvern, Pennsylvania 19355, USA | 2. DAIGLE, Denis
702 Earlton Road
Havre de Grace, Maryland 21078, USA | 3. LIU, Bin
1506 Dahlia Circle
Dayton, New Jersey 08810, USA |
| 4. MCGARRY, Daniel
157 Rosetree Lane
Exton, Pennsylvania 19341, USA | 5. PEVEAR, Daniel C.
7 McIlvain Drive
Downington, Pennsylvania 19335, USA | 6. TROUT, Robert E. Lee
140 Heydts Schoolhouse Road
Bechtelsville, Pennsylvania 19505, USA |

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

BETA-LACTAMASE INHIBITORS

- for which a United States patent application is executed on even date herewith;
 for which Application No. _____ was filed on _____ in the United States Patent Office;
 for which Application No. PCT/US2014/026727 was filed on March 13, 2014, in the U.S. Receiving Office of the Patent

Cooperation Treaty;

- for which Application No. _____ 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)").

WHEREAS, VENATORX PHARMACEUTICALS, INC., a corporation of the State of Delaware, having a place of business at 30 Spring Mill Drive, Malvern, Pennsylvania 19355, USA, (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 (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

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 and Applications, including the right to claim priority to said Inventions and said Applications; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s); and (e) 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 the expense 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 and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

PATENT ASSIGNMENT

Docket Number 41223-705.601

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.

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: x 4/22/14 x 
Christopher J. BURNS

Date: x 4/22/14 x 
Denis DAIGLE

Date: x 4/22/14 x
Bin LIU

Date: x 4/22/14 x 
Daniel McGARRY

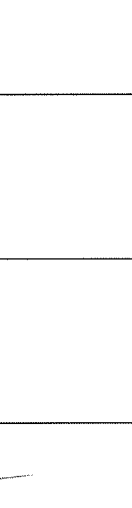
Date: x 4/22/14 x 
Daniel C. PEVEAR

Date: x 4/22/14 x 
Robert E. Lee TROUT

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: x 4/22/14

VENATORX PHARMACEUTICALS, INC.

By: 
Name: Christopher J. Burns
Title: President