

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RESCISSION AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CALIFORNIA INSTITUTE OF TECHNOLOGY	06/13/2014
RECEIVING PARTY DATA	
Name:	STEPHEN PANDOL
Street Address:	1819 OUTPOST DR.
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90068
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13163638
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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ATTORNEY DOCKET NUMBER:	P815-US
NAME OF SUBMITTER:	ALESSANDRO STEINFL
SIGNATURE:	/Alessandro Steinfl, Reg. No. 56,448/
DATE SIGNED:	06/16/2014
Total Attachments: 3	
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RESCISSION AGREEMENT

THIS RESCISSION AGREEMENT (this "Agreement") is made and entered into as of June 11, 2014 by and between Stephen Pandol ("Pandol"), whose address is 181st Outpost Dr., Los Angeles, California 90068 and the California Institute of Technology, ("CIT") whose address is 1200 E. California Blvd, MC 210-85, Pasadena, CA 91125.

RECITALS

WHEREAS, on June 17, 2011, CIT filed non-provisional U.S. Patent Application No. 13/163,638 (the "'638 Patent Application") designating as inventors William A. Goddard III ("Goddard"), Mark Menna, Stephen Pandol, and Ravinder Abrol of "Methods and Systems for Modulating Hormones and Related Methods, Agents and Compositions" (the "Invention") claiming priority based upon U.S. Provisional Patent Application No. 61/397,940;

WHEREAS, Pandol, executed an Assignment, dated as of July 16, 2011, (the "Effective Date"), assigning to CIT all of Pandol's right, title and interest in and to the Invention and the '638 Patent Application (the "CIT Assignment"), which was recorded with the United States Patent and Trademark Office at Reel/Frame 027058/0194 on October 13, 2011;

WHEREAS, the CIT Assignment was executed by Pandol in error and such assignment was recorded in error and the parties now wish to rescind and nullify Pandol's assignment under the CIT Assignment; and

WHEREAS, the parties take these actions without intending to affect or negate any interest of CIT has in the '638 Patent Application pursuant to Goddard's execution of the CIT Assignment or any other interest CIT might have in the '638 Patent Application.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party, the parties hereby agree as follows:

1. Rescission. Effective as of the Effective Date:
 - (i) Each party hereby rescinds Pandol's assignment of the CIT Assignment such that CIT hereby relinquishes all right, title and interest assigned, sold, assigned and transferred by Pandol in and to the CIT Invention and the '638 Patent Application pursuant to the CIT Assignment; and
 - (ii) Pandol's assignment of the CIT Assignment shall be deemed null and void *ab initio* and of no force and effect and neither party, nor its successors, assigns or legal representatives, shall have any rights or legal obligations pursuant to or arising directly or indirectly from the CIT Assignment or from any other agreement or understanding, whether written or oral, relating to the same subject matter; and

- (iii) Each party acknowledges and agrees that it has been returned to its situation existing immediately prior to Pandol's assignment contemplated by the CIT Assignment.

2. Authorization of Patent and Trademark Office to Record. Pandol, and CIT agree that this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof.

3. Further Assurances. Each party, upon the other party's request and without further consideration, agrees to execute, acknowledge and deliver all such additional documents and perform such other acts as may be reasonably necessary or desirable to fulfill the purposes of this Agreement.

4. Representations and Warranties. Each party represents and warrants that:

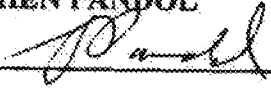
- (i) It has the full right, power, capacity and authority to execute and deliver this Agreement; and
- (ii) This Agreement has been duly executed and delivered by such party and constitutes such party's legal, valid and binding obligation, enforceable against such party in accordance with its terms.

5. No Challenge. Neither party shall, directly or indirectly, take any action challenging, questioning or opposing the validity or enforceability of this Agreement or any provision hereof.

6. Miscellaneous. In the event that any provision of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed under the laws of the State of California, without regard to its conflicts of law principles. No modification of this Agreement will be binding upon either party unless made in writing and signed by both parties. This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, discussions and writings with respect thereto. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, email or other electronic transmission will have the same effect as physical delivery of the document bearing the original signature.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative as of the date first set forth above.

STEPHEN PANDOL



Stephen Pandol

Date signed: June 11, 2014

CALIFORNIA INSTITUTE
OF TECHNOLOGY

By: 

Name: FRED FARINA

Title: CHIEF INNOVATION OFFICER, EXECUTIVE DIRECTOR

Date signed: JUNE 13, 2014

3/3