

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2924276

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NICHOLAS D. SMITH	06/18/2014
STEVEN P. GOVEK	06/17/2014
MEHMET KAHRAMAN	06/17/2014
JOHNNY Y. NAGASAWA	06/17/2014
ANDILIY G. LAI	06/17/2014
CELINE BONNEFOUS	06/17/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SERAGON PHARMACEUTICALS, INC.
<b>Street Address:</b>	12780 EL CAMINO REAL, SUITE #302
<b>City:</b>	SAN DIEGO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92130
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14364974
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(858)350-2399
<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>	
<b>Phone:</b>	858-350-2300
<b>Email:</b>	lford@wsgr.com, patentdocket@wsgr.com
<b>Correspondent Name:</b>	WILSON SONSINI GOODRICH & ROSATI
<b>Address Line 1:</b>	650 PAGE MILL ROAD
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94304
<b>ATTORNEY DOCKET NUMBER:</b>	45202-732.831
<b>NAME OF SUBMITTER:</b>	LORI FORD
<b>SIGNATURE:</b>	/Lori Ford/
<b>DATE SIGNED:</b>	07/02/2014
<b>Total Attachments: 3</b>	
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## PATENT ASSIGNMENT

Docket Number 45202-732.831

WHEREAS, the undersigned:

- |  |   |   |  |
|--|---|---|--|
| 1. Nicholas D. Smith<br>1204 Beryl Street<br>San Diego, CA 92129           | 2. Steven P. Gövek<br>13216 Via Santillana<br>San Diego, CA 92129         | 3. Mehmet Kahraman<br>8617 Via Mallorca, Unit E<br>La Jolla, CA 92037 | 4. Johnny Y. Nagasawa<br>8525 Park Run Road<br>San Diego, CA 92129 |
| 5. Andilly G. Lai<br>7360 Calle Cristobal, Unit 112<br>San Diego, CA 92126 | 6. Celine Bonnefous<br>4425 Via Sepulveda, Unit #3<br>San Diego, CA 92122 |   |  |

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

## FLUORINATED ESTROGEN RECEPTOR MODULATORS AND USES THEREOF

- ☐ for which a United States patent application is executed on even date herewith;  
☒ for which application serial number 14/364,974 was filed on June 12, 2014 in the United States Patent and Trademark

Office;

- ☐ for which application serial number \_\_\_\_\_ was filed on \_\_\_\_\_ in the U.S. Receiving Office of the Patent Cooperation Treaty;  
☐ for which application serial number \_\_\_\_\_ 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)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, SERAGON PHARMACEUTICALS, INC., a corporation of the State of Delaware, having a place of business at 12780 El Camino Real, Suite 302, San Diego, CA 92130, (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 thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

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; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) 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 reasonable expenses 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, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

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

## PATENT ASSIGNMENT

Docket Number 45202-732.831

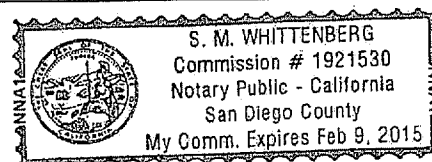
sole use of said Assignee, its successors, legal representatives and assigns.

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: 6/18/2014 Nicholas D. Smith  
Nicholas D. Smith

State/Commonwealth of California )  
County of San Diego )



On June 18, 2014 before me, S. M. Whittenberg, Notary Public (Name/Title of Notary) personally appeared Nicholas D. Smith (Name of Signer) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

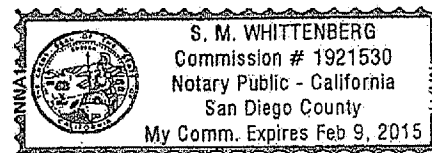
WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(Notary Seal)

Date: 6/17/2014 Steven P. Govek  
Steven P. Govek

State/Commonwealth of California )  
County of San Diego )



On June 17, 2014 before me, S. M. Whittenberg, Notary Public (Name/Title of Notary) personally appeared Steven P. Govek (Name of Signer) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

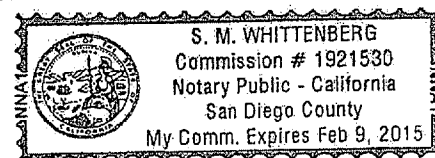
WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(Notary Seal)

Date: 6/17/2014 Mehmet Kahraman  
Mehmet Kahraman

State/Commonwealth of California )  
County of San Diego )



On June 17, 2014 before me, S. M. Whittenberg, Notary Public (Name/Title of Notary) personally appeared Mehmet Kahraman (Name of Signer) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(Notary Seal)

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 17 June 2014

Johnny Y. Nagasawa

State/Commonwealth of California )  
County of San Diego )



On June 17, 2014 before me, S. M. Whittenberg, Notary Public (Name/Title of Notary) personally appeared Johnny Y. Nagasawa (Name of Signer) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(Notary Seal)

Date: 17 Jun 2014

Andilly G. Lai

State/Commonwealth of California )  
County of San Diego )



On June 17, 2014 before me, S. M. Whittenberg, Notary Public (Name/Title of Notary) personally appeared Andilly G. Lai (Name of Signer) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

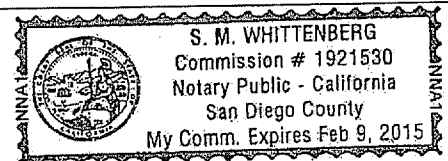
Signature: \_\_\_\_\_

(Notary Seal)

Date: 17-Jun-2014

Celine Bonnefous

State/Commonwealth of California )  
County of San Diego )



On June 17, 2014 before me, S. M. Whittenberg, Notary Public (Name/Title of Notary) personally appeared Celine Bonnefous (Name of Signer) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(Notary Seal)

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 6/20/14

SERAGON PHARMACEUTICALS, INC.

By: \_\_\_\_\_

Name: Richard Heyman, Ph.D.

Title: President and Chief Executive Officer