

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3113138

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ASTELLAS PHARMA INC.	10/30/2014
RECEIVING PARTY DATA	
Name:	CoMentis, Inc.
Street Address:	280 Utah Avenue, Suite 275
City:	South San Francisco
State/Country:	CALIFORNIA
Postal Code:	94080
PROPERTY NUMBERS Total: 4	
Property Type	Number
PCT Number:	US2013043016
Application Number:	14192667
Application Number:	61653321
Application Number:	61782038
CORRESPONDENCE DATA	
Fax Number:	(650)494-0792
<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>	
Phone:	650-813-5740
Email:	ACaparas@mofo.com
Correspondent Name:	KIMBERLY A. BOLIN
Address Line 1:	MORRISON & FOERSTER LLP
Address Line 2:	755 PAGE MILL ROAD
Address Line 4:	PALO ALTO, CALIFORNIA 94304-1018
ATTORNEY DOCKET NUMBER:	578352003901
NAME OF SUBMITTER:	KIMBERLY A. BOLIN
SIGNATURE:	/Kimberly A. Bolin/
DATE SIGNED:	11/18/2014
Total Attachments: 3	
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CORPORATION ASSIGNMENT

This Assignment is by:

Corporation: Astellas Pharma Inc.

Address: 5-1, Nihonbashi-Honcho 2-chome, Chuo-ku, Tokyo, 103-8411, JAPAN

A corporation duly organized under and pursuant to the laws of: Japan

(referred to in this Assignment as "Assignor"),

This Assignment is to:

Assignee: CoMentis, Inc.

Address: 280 Utah Avenue, Suite 275, South San Francisco, California 94080

A corporation duly organized under and pursuant to the laws of: Delaware

(referred to in this Assignment as "Assignee"),

WITNESSETH

WHEREAS, Assignor and Assignee have entered into the Collaboration Agreement dated April 25, 2008 ("Collaboration Agreement"), under which Assignor and Assignee have jointly discovered certain CHROMANE COMPOUNDS, and are the joint applicant in the patent applications identified below (hereinafter referred to as the "Patent Applications"):

Patent Cooperation Treaty (PCT) Serial No.:	PCT/US2013/043016	Filing Date: May 29, 2013
United States Patent Application Serial No.:	14/192,667	Filing Date: February 27, 2014
ROC (Taiwan) Patent Application No.:	102119181	Filing Date: May 30, 2013
Argentina Serial No.:	20130101885	Filing Date: May 29, 2013
United States Provisional Serial No.:	61/653,321	Filing Date: May 30, 2012
United States Provisional Serial No.:	61/782,038	Filing Date: March 14, 2013

WHEREAS, Assignor has determined that it is no longer interested in supporting the Patent Applications, and Assignee who desire to confirm the acquisition of the entire right, title and interest in said Patent Applications.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises, covenants and conditions contained in this Assignment, the parties hereby agree as follows;

1. Pursuant to Section 9.1 (c) in the Collaboration Agreement, Assignee hereby request Assignor to assign Assignor's ownership interest in the Patent Applications to Assignee, and Assignor hereby accepts such request from Assignee and agrees to sell, assign, transfer and set over, to Assignee, its successors, legal representatives and assigns, its entire right, title and interest in and to the Patent Applications, and any and all letters patent or patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all provisionals, regional stage applications, national stage applications, divisions, continuations, continuations-in-part and substitutions of said application, or reissues, re-examinations or extensions of said letters patent or patents, and any inventions disclosed therein, and all rights under the International Convention for the Protection of Industrial Property, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor, had this Assignment not been made.


2. Assignee is solely liable for filing, preparation, prosecution or maintenance of the Patent Applications and any patents issuing therefrom or to exercise any of its right under the Patent Applications and any patents issuing therefrom, provided, however that, upon Assignee's request, Assignor shall promptly sign and execute all papers and documents, take all lawful oaths, and do all acts as may be reasonably necessary, required or useful to secure title to the Patent Applications to be assigned to the Assignee hereunder, as described in paragraph 1 above, at the sole cost and expense of Assignee, its successors, legal representatives and assigns. For clarity, except for the obligations under this Assignment, Assignor shall not assume and shall not be liable or responsible for any liabilities with regard to the Patent Applications.
3. Assignor hereby authorizes and requests the Commissioner of Patents in the United States, Argentina, and ROC (Taiwan) to issue the above mentioned letters patents of the United States, Argentina, and ROC (Taiwan) to Assignee as the assignee of said inventions and the letters patent to be issued thereon for the sole use of Assignee, its successors, legal representatives and assigns. Assignors also hereby authorize and request the Regional and National Patent Offices to issue the above mentioned letters patents granted for Regional and National Phase Patent Applications derived from said PCT Application to the assignee of said inventions and the letters patent to be issued thereon for the sole use of Assignee, its successors, legal representatives and assigns.
4. Assignor hereby grants Assignee's attorneys, Morrison & Foerster LLP, the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark office or other foreign patent offices for recordation of this document, including the power to insert on this assignment the application number and filing date of said application when known. To be clear, for purposes of this paragraph, "desirable" shall include, without limitation, any act reasonably necessary or useful in connection with United States laws and/or international conventions.
5. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, the rights remedies, the obligations or indemnifications of Assignor or Assignee, set forth in the Collaboration Agreement nor shall this Assignment expand or enlarge any remedies under the Collaboration Agreement including without limitation any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain ownership interest in the Patent Applications by Assignor to Assignee and the assumption of certain liabilities assumed pursuant to the Collaboration Agreement shall be governed entirely in accordance with the terms and conditions of the Collaboration Agreement. In the event of a conflict between this Assignment and the Collaboration Agreement, the provisions of the Collaboration Agreement shall control except for the subject matter of this Agreement.
6. Resolution of all disputes arising out of or related to this Agreement or the validity, construction, interpretation, enforcement, breach, performance, application or termination of this Agreement and any remedies relating thereto, shall be governed by and construed under the substantive laws of the State of New York, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

(Intentionally left blank)

In witness whereby, executed by the undersigned on the date(s) opposite the undersigned name(s).

On Behalf of Assignor, Astellas Pharma Inc.

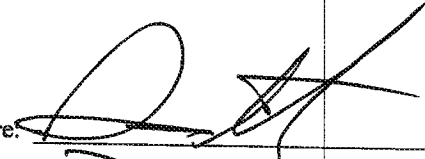
Date: Oct. 30, 2014
(mm/dd/yyyy)

Signature: 

Hiroshi Morita / Vice President, Intellectual Property
Printed Name/Title on behalf of Astellas Pharma Inc.

On Behalf of Assignee, CoMentis, Inc.

Date: Nov 4 2014
(mm/dd/yyyy)

Signature: 

Dan Hart
Printed Name/Title on behalf of CoMentis, Inc.

General Counsel,
VP Alliance
Management