

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER	
EFFECTIVE DATE:	09/18/2014	
CONVEYING PARTY DATA		
	Name	Execution Date
	ENCARTA, INC.	09/18/2014
RECEIVING PARTY DATA		
Name:	TALLIKUT PHARMACEUTICALS, INC.	
Street Address:	750 BATTERY STREET	
Internal Address:	SUITE 400	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94111	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	8168661	
CORRESPONDENCE DATA		
Fax Number:		
<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:	078554-475596	
NAME OF SUBMITTER:	RON GALANT, PH.D.	
SIGNATURE:	/Ron Galant, Ph.D./	
DATE SIGNED:	12/09/2014	
Total Attachments: 34		
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AGREEMENT AND PLAN OF MERGER

OF

**ENCARTA, INC.,
a Delaware corporation**

AND

**TALLIKUT PHARMACEUTICALS, INC.,
a Delaware corporation**

Dated as of September 12, 2014

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1 DESCRIPTION OF TRANSACTION	1
1.1 Merger of Encarta into Tallikut	1
1.2 Effect of the Merger	1
1.3 Closing; Effective Time	1
1.4 Certificate of Incorporation and Bylaws; Directors and Officers	2
1.5 Conversion of Shares	2
1.6 Further Action	2
SECTION 2 REPRESENTATIONS AND WARRANTIES OF ENCARTA	2
2.1 Formation; Standing and Power; Subsidiaries	2
2.2 Certificate of Incorporation and Bylaws; Records	3
2.3 Authority; Binding Nature of Agreement	3
2.4 Absence of Restrictions and Conflicts; Encarta Contract Consents	3
2.1 Capitalization	4
2.2 Absence of Changes	4
2.3 Title to and Sufficiency of Assets	6
2.4 Intellectual Property	6
2.5 Compliance with Laws; Governmental Authorizations	7
2.6 Tax Matters	8
2.7 Environmental Matters	9
2.8 Legal Proceedings; Orders	10
2.9 Finder's Fee	10
2.10 Encarta Action	10
2.11 Full Disclosure	10
SECTION 3 REPRESENTATIONS AND WARRANTIES OF TALLIKUT	11
3.1 Existence and Power	11
3.2 Authority; Binding Nature of Agreement	11
3.3 Absence of Restrictions; Required Consents	11
3.4 No Brokers	11
SECTION 4 INDEMNIFICATION	11
4.1 Indemnification Obligations of the Stockholders	11
4.2 Indemnification Obligations of Tallikut	12
4.3 Indemnification Procedure	12
4.4 Survival Period	14
SECTION 5 MISCELLANEOUS PROVISIONS	14
5.1 Further Assurances	14
5.2 Fees and Expenses	14
5.3 Waiver; Amendment	14
5.4 Entire Agreement	15
5.5 Execution of Agreement; Counterparts; Electronic Signatures	15
5.6 Governing Law; Jurisdiction and Venue	15
5.7 WAIVER OF JURY TRIAL	16

5.8	Assignment and Successors	16
5.9	Parties in Interest.....	16
5.10	Notices	16
5.11	Construction; Usage.....	16
5.12	Attorneys' Fees	17
5.13	Enforcement of Agreement.....	17
5.14	Severability	18
5.15	Time of Essence.....	18
5.16	Schedules and Exhibits	18

INDEX OF DEFINED TERMS NOT INCLUDED IN EXHIBIT A

<u>Term</u>	<u>Section</u>
Agreement.....	Preamble
Board.....	Recitals
Bylaws.....	1.4(b)
Certificate of Merger.....	1.3
Closing	1.3
Closing Date.....	1.3
Common Stock Merger Consideration	1.5(c)
Customer Data	2.10(a)
DGCL.....	Recitals
Direct Claim.....	4.3(c)
Effective Time	1.3
Employee	2.6(m)
Encarta	Preamble
Encarta Common Stock Exchange Ratio	1.5(c)
Encarta Constituent Documents.....	2.2
Encarta Contract Consents.....	2.4(d)
Encarta Data.....	2.10(a)
Encarta Rights.....	2.5(c)
Indemnifying Party	4.3(a)
Tallikut.....	Preamble
Tallikut Losses	4.1
Merger.....	Recitals
Notice of Claim.....	4.3(c)
Required Stockholder Vote.....	2.15(b)
Restated Certificate.....	1.4(a)
Stockholder Losses	4.2
Shares.....	2.5
Surviving Corporation	1.1
Surviving Corporation Common Stock.....	1.5(a)
Third-Party Claim.....	4.3(a)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "*Agreement*") is made and entered into as of September 12, 2014, by and between ENCARTA, INC., a Delaware corporation ("*Encarta*") and TALLIKUT PHARMACEUTICALS, INC., a Delaware corporation ("*Tallikut*"). Certain capitalized terms used in this Agreement are defined in **Exhibit A**.

RECITALS

A. Encarta and Tallikut intend to effect a merger of Encarta into Tallikut (the "*Merger*") in accordance with this Agreement and the Delaware General Corporation Law (the "*DGCL*"). Upon consummation of the Merger, Encarta will cease to exist, and Tallikut will be the surviving corporation.

B. The respective boards of directors of Encarta and Tallikut have approved this Agreement and approved the Merger.

C. The board of directors of Encarta (the "*Board*") has determined to recommend to the holders of the Encarta capital stock the approval and adoption of this Agreement and the transactions contemplated hereby, including the Merger.

NOW THEREFORE, in consideration of the respective covenants, agreements and representations and warranties set forth herein, the parties to this Agreement, intending to be legally bound, agree as follows:

SECTION 1 DESCRIPTION OF TRANSACTION

1.1 Merger of Encarta into Tallikut. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in **Section 1.3**), Encarta shall be merged with and into Tallikut, and the separate existence of Encarta shall cease. Tallikut will continue as the surviving corporation in the Merger (the "*Surviving Corporation*").

1.2 Effect of the Merger. The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the DGCL.

1.3 Closing; Effective Time. Unless otherwise mutually agreed in writing between Tallikut and Encarta, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of Bay City Capital, 750 Battery St, San Francisco, CA 94111, at 9:00 A.M. (Pacific Time) on the date of this Agreement (the "**Closing Date**"). Subject to the provisions of this Agreement, a certificate of merger satisfying the applicable requirements of the DGCL and in the form of **Exhibit B** (the "*Certificate of Merger*") shall be duly executed by the Surviving Corporation and, concurrently with or as soon as practicable following the Closing, delivered to and filed with the Secretary of State of the State of Delaware in accordance with the DGCL. The Merger shall become effective upon the date and time of the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, or at such later time as may be mutually agreed in writing by Encarta and Tallikut and specified in the Certificate of Merger (the "*Effective Time*").

1.4 Certificate of Incorporation and Bylaws; Directors and Officers. At the Effective Time, by virtue of the Merger and without any further action on the part of Encarta, Tallikut or any stockholder of Encarta:

(a) the Amended and Restated Certificate of Incorporation of Tallikut, as in effect immediately before the Effective Date (the "***Restated Certificate***"), shall continue in full force and effect as the Restated Certificate of the Surviving Corporation until duly amended or repealed in accordance with the provisions thereof and applicable law, and shall be in the form attached hereto as **Exhibit C**;

(b) the Bylaws of Tallikut, as in effect immediately before the Effective Date ("***Bylaws***"), shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended or repealed in accordance with the provisions thereof and applicable law, and shall be in the form attached hereto as **Exhibit D**; and

(c) the directors and officers of the Surviving Corporation immediately after the Effective Time shall be the respective individuals who are directors and officers of Tallikut immediately prior to the Effective Time.

1.5 Conversion of Shares. At the Effective Time, by virtue of the Merger and without any further action on the part of Encarta, Tallikut or any stockholder of Encarta:

[REDACTED]

[REDACTED]

1.6 Further Action. If, at any time after the Effective Time, any further action is reasonably determined by Tallikut to be necessary or desirable to carry out the purposes of this Agreement and any agreement entered into in connection herewith or to vest the Surviving Corporation or Tallikut with full right, title and possession of and to all rights and property of Encarta, the officers and directors of the Surviving Corporation and Tallikut shall be fully authorized (in the name of Encarta and otherwise) to take such action.

SECTION 2

REPRESENTATIONS AND WARRANTIES OF ENCARTA

Encarta represents and warrants to Tallikut as follows, as of the date hereof:

2.1 Formation; Standing and Power; Subsidiaries.

(a) Encarta is a corporation duly formed, validly existing and in good standing under the Laws of the State of Delaware, has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted, and is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the character of the properties it owns, operates or leases or the nature of its activities make such qualification necessary or advisable, except where any failure to be qualified has not had, individually or in the aggregate, a Encarta Material Adverse Effect.

(b) Encarta has no Subsidiaries.

2.2 Certificate of Incorporation and Bylaws; Records. Encarta has delivered to Tallikut accurate and complete copies of:



2.3 Authority; Binding Nature of Agreement. Encarta has the right, power and authority to enter into and to perform its obligations under this Agreement and any Encarta Related Agreement to which it is a party. Other than the requirement to obtain the Required Stockholder Vote, the execution, delivery and performance by Encarta of this Agreement and any Encarta Related Agreement to which it is a party have been duly authorized by all necessary action on the part of Encarta. This Agreement constitutes the legal, valid and binding obligation of Encarta, enforceable against Encarta in accordance with its terms, subject to the effect, if any, of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally and the effect, if any, of general principles of equity (regardless of whether such enforceability is considered in a proceeding in law or equity). Upon the execution and delivery by or on behalf of Encarta of each Encarta Related Agreement, such Encarta Related Agreement will constitute the legal, valid and binding obligation of Encarta, enforceable against Encarta in accordance with its terms, subject to the effect, if any, of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally and the effect, if any, of general principles of equity (regardless of whether such enforceability is considered in a proceeding in law or equity).

2.4 Absence of Restrictions and Conflicts; Encarta Contract Consents. Neither (a) the execution, delivery or performance by Encarta of this Agreement or any of Encarta Related Agreements, nor (b) the consummation of the Merger or any of the other transactions contemplated by this Agreement or any of Encarta Related Agreements, will directly or indirectly (with or without the giving of notice or the lapse of time or both):

(a) contravene, conflict with or result in a violation of any of the provisions of Encarta Constituent Documents;

(b) contravene, conflict with or result in a violation of, or give any Governmental Body the right to challenge any of the transactions contemplated by this Agreement or any of Encarta Related Agreements or to exercise any remedy or obtain any relief under, any Law or any order, writ,

injunction, judgment or decree to which Encarta, or any of the assets owned, used or controlled by Encarta, is subject;

(c) contravene, conflict with or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by Encarta or that otherwise relates to the business of Encarta or to any of the assets owned, used or controlled by Encarta;

(d) contravene, conflict with or result in a violation or breach of, or result in a default under, any provision of any Encarta Contract, or give any Person the right to (i) declare a default or exercise any remedy under any Encarta Contract, or (ii) modify, terminate, or accelerate any right, liability or obligation of Encarta under any Encarta Contract, or charge any fee, penalty or similar payment to Encarta under any Encarta Contract; or

(e) result in the imposition or creation of any Encumbrance upon or with respect to any asset owned or used by Encarta.

No filing with, notice to or consent from any Person is required in connection with (i) the execution, delivery or performance of this Agreement or any of Encarta Related Agreements, or (ii) the consummation of the Merger or any of the other transactions contemplated by this Agreement or any of Encarta Related Agreements.

2.1 Capitalization. As of immediately prior to the Closing, the authorized capital of Encarta (the Common Stock and Preferred Stock are collectively referred to as the “*Shares*”) consists of:

[REDACTED]

(c) There are no other outstanding options, warrants, rights (including conversion rights, preemptive rights, co-sale rights, rights of first refusal or other similar rights) or agreements for the purchase or acquisition from Encarta of any shares of its capital stock (the “*Encarta Rights*”).

(d) All of the outstanding shares of Encarta capital stock have been duly authorized and validly issued, and are fully paid and nonassessable and have been issued and granted in all material respects in compliance with all applicable securities laws.

(e) Encarta is not currently a party to any agreement which includes registration rights, voting arrangements or similar provisions with respect to any Encarta capital stock outstanding as of the date of this Agreement and, to Encarta’s knowledge, no stockholder of Encarta has entered into any such agreement.

2.2 Absence of Changes. Since December 31, 2013:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.3 Title to and Sufficiency of Assets.

(a) Encarta has good, valid, transferable and marketable title to, or valid leasehold interests in, all of its properties and assets, free and clear of all Encumbrances.

(b) The property and other assets owned by Encarta or used under enforceable Encarta Contracts or licenses constitute all of the properties and assets (whether real, personal or mixed and whether tangible or intangible) necessary and sufficient to permit Encarta to conduct its business, as currently conducted, after the Effective Time in accordance with its past practices.

2.4 Intellectual Property.

(a) All necessary registration, maintenance and renewal fees currently due in connection with Encarta Registered Intellectual Property have been made and all necessary documents, recordations and certifications in connection with such Encarta Registered Intellectual Property have been filed with the relevant Governmental Bodies for the purpose of maintaining such

Encarta Registered Intellectual Property. The licensing by Encarta of any Encarta Registered Intellectual Property has been subject to commercially reasonable quality control.

(b) Encarta owns, or is licensed or otherwise has the right to use, free and clear of any Encumbrances imposed on or by Encarta, all Intellectual Property used in connection with the operation and conduct of its business.

(c) Encarta has all right, title and interest in and to all intellectual property rights in Encarta Proprietary Software, free and clear of all Encumbrances. No portion of Encarta Proprietary Software contains, embodies, uses, copies, comprises or requires the work of any third party.

(d) All Encarta Intellectual Property which Encarta purports to own was developed by (i) an Employee working within the scope of his or her employment at the time of such development, or (ii) agents, consultants, contractors or other Persons who have executed appropriate instruments of assignment in favor of Encarta as assignee that have conveyed to Encarta ownership of all Intellectual Property rights in Encarta Intellectual Property. To the extent that any Encarta Intellectual Property has been developed or created by a third party for Encarta, Encarta has a written agreement with such third party with respect thereto and Encarta thereby either (i) has obtained ownership of and is the exclusive owner of, or (ii) has obtained a license (sufficient for the conduct of its business as currently conducted) to, all of such third party's Intellectual Property in such work, material or invention by operation of law or by valid assignment.

(e) Neither Encarta nor any of its products or services has infringed upon or otherwise violated, or is infringing upon or otherwise violating, the Intellectual Property of any third party. To the Knowledge of Encarta, no Person has infringed upon or violated, or is infringing upon or violating, any Encarta Intellectual Property.

(f) Encarta is not subject to any proceeding or outstanding decree, order, judgment, agreement or stipulation (i) restricting in any manner the use, transfer or licensing by Encarta of any of Encarta Intellectual Property or (ii) that may affect the validity, use or enforceability of Encarta Intellectual Property or any product or service of Encarta related thereto.

(g) None of the source code of Encarta has been published or disclosed by Encarta, except pursuant to a written non-disclosure agreement that is in the standard form used by Encarta or similar agreement requiring the recipient to keep such source code or trade secrets confidential, or, to the Knowledge of Encarta, by any third party to any other third party except pursuant to licenses or other Contracts requiring such third party to keep such trade secrets confidential. The current standard form of non-disclosure agreement used by Encarta has been provided to Tallikut prior to the date of this Agreement.

(h) Encarta has taken reasonable steps to protect its rights in the Confidential Information and any trade secret or confidential information of third parties used by Encarta, and, except under confidentiality obligations, there has not been any disclosure by Encarta of any Confidential Information or any such trade secret or confidential information of third parties.

2.5 Compliance with Laws; Governmental Authorizations.

[REDACTED]

[REDACTED]

2.6 Tax Matters.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.7 Environmental Matters.

(a) Encarta is in compliance in all material respects with all applicable

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.8 Legal Proceedings; Orders.

[REDACTED]

[REDACTED]

[REDACTED]

2.10 Encarta Action.

[REDACTED]

[REDACTED] s of Encarta's Shares necessary to approve or adopt this Agreement or consummate the Merger.

2.11 Full Disclosure. Neither this Agreement nor the Encarta Disclosure Schedule (i) contains any representation or warranty that is false or misleading with respect to any material fact, or (ii) omits to state any material fact necessary in order to make the representations, warranties and information contained herein and therein, in the light of the circumstances under which such representations, warranties and information were or will be made or provided, not false or misleading.

SECTION 3
REPRESENTATIONS AND WARRANTIES OF TALLIKUT

Tallikut represents and warrants to Encarta as follows, as of the date hereof:

3.1 Existence and Power. Tallikut is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware, and has all corporate power required to conduct its business as now conducted, and is duly qualified to do business and is in good standing in each jurisdiction in which the conduct of its business or the ownership or leasing of its properties requires such qualification, except where the failure to be so qualified would not have a material adverse effect on Tallikut's business, financial condition or results of operations.

3.2 Authority; Binding Nature of Agreement. Tallikut has the absolute and unrestricted right, power and authority to perform its obligations under this Agreement and under each Tallikut Related Agreement to which it is a party, and the execution, delivery and performance by Tallikut of this Agreement and each Tallikut Related Agreement to which it is a party have been duly authorized by all necessary action on the part of Tallikut and its board of directors. This Agreement constitutes the legal, valid and binding obligation of Tallikut, enforceable against Tallikut in accordance with its terms. Upon the execution and delivery by or on behalf of Tallikut of each Tallikut Related Agreement to which it is a party, such Tallikut Related Agreement will constitute the legal, valid and binding obligation of Tallikut, enforceable against Tallikut in accordance with its terms.

3.3 Absence of Restrictions; Required Consents. Neither (1) the execution, delivery or performance by Tallikut of this Agreement or any of Tallikut Related Agreements, nor (2) the consummation of transactions contemplated by this Agreement or any of the Related Agreements, will directly or indirectly (with or without notice or lapse of time):

(a) contravene, conflict with or result in a violation of any of the provisions of the Tallikut Constituent Documents; or

(b) contravene, conflict with or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the transactions contemplated by this Agreement or any of the Tallikut Related Agreements or to exercise any remedy or obtain any relief under, any Law or any order, writ, injunction, judgment or decree to which Tallikut, or any of the assets owned, used or controlled by Tallikut is subject.

3.4 No Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated under this Agreement based upon arrangements made by or on behalf of Tallikut.

SECTION 4
INDEMNIFICATION

4.1 Indemnification Obligations of the Stockholders.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

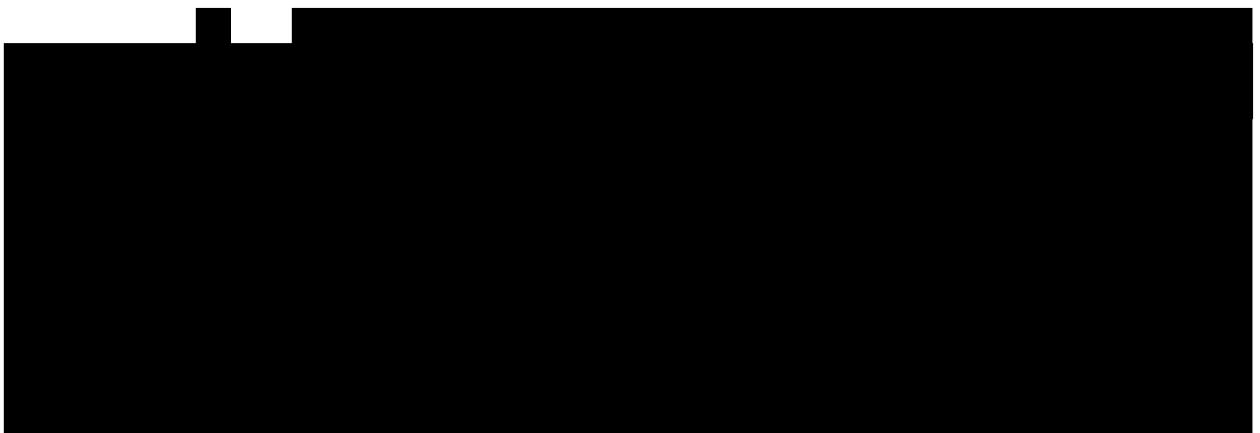
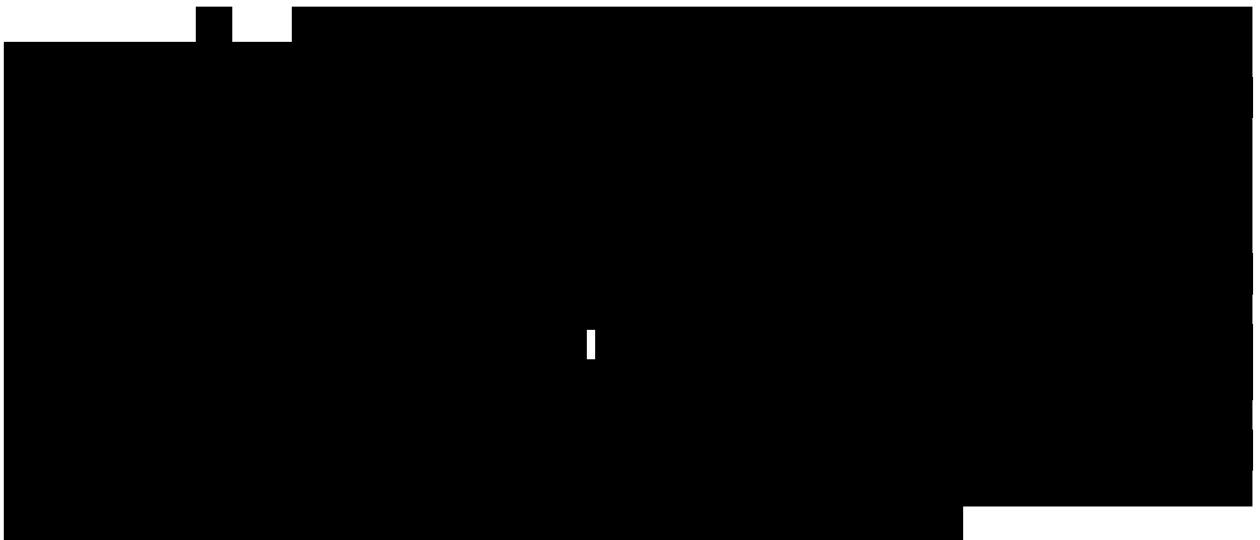
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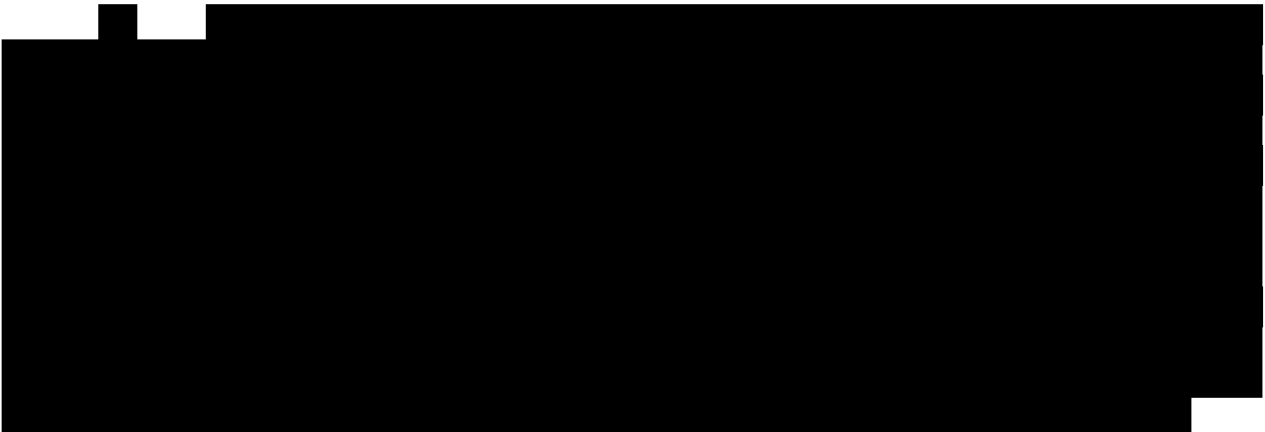

[REDACTED]

4.3 Indemnification Procedure.

[REDACTED]



conclusively deemed a liability of the Indemnifying Party under this **Section 4**, and the Indemnifying



SECTION 5 MISCELLANEOUS PROVISIONS

5.1 Further Assurances. Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request (prior to, at or after the Closing) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

5.2 Fees and Expenses. Each party to this Agreement shall bear and pay all fees, costs and expenses (including legal fees and accounting fees) that have been incurred or that are incurred by such party in connection with the transactions contemplated by this Agreement; *provided, however*, that the stockholders shall be responsible for the payment of any Transaction Expenses after the Closing.

5.3 Waiver; Amendment. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Agreement may not be amended, modified or supplemented except by written agreement of the parties.

5.4 Entire Agreement. This Agreement constitutes the entire agreement among the parties to this Agreement and supersede all other prior representations, agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof.

5.5 Execution of Agreement; Counterparts; Electronic Signatures.

(a) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterparts.

(b) The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

5.6 Governing Law, Jurisdiction and Venue.

(a) This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

(b) Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced exclusively in any state or federal court located in San Francisco County, California. Each party to this Agreement:

(i) expressly and irrevocably consents and submits to the jurisdiction of each state and federal court located in Orange County, California (and each appellate court located in the State of California), in connection with any legal proceeding;

(ii) agrees that service of any process, summons, notice or document by U.S. mail addressed to him at the address set forth in **Section 5.10** shall constitute effective service of such process, summons, notice or document for purposes of any such legal proceeding;

(iii) agrees that each state and federal court located in Orange County, California, shall be deemed to be a convenient forum; and

(iv) agrees not to assert (by way of motion, as a defense or otherwise), in any such legal proceeding commenced in any state or federal court located in Orange County, California, any claim that it is not subject personally to the jurisdiction of such court, that such legal proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

5.7 WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

5.8 Assignment and Successors. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

5.9 Parties in Interest. Except for the provisions in **Section 4** (Indemnification), none of the provisions of this Agreement is intended to provide any rights or remedies to any Person other than the parties hereto, the stockholders and their respective heirs, personal representatives, successors and assigns (if any).

5.10 Notices.



5.11 Construction; Usage.

- (a) Interpretation. In this Agreement, unless a clear contrary intention appears:
 - (i) the singular number includes the plural number and vice versa;

(ii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(iii) reference to any gender includes each other gender;

(iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(v) reference to any Law means such Law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Law means that provision of such Law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(vi) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof;

(vii) "including" means including without limiting the generality of any description preceding such term; and

(viii) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

(b) Legal Representation of the Parties. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

(c) Headings. The headings contained in this Agreement are for the convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

(d) Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP.

5.12 Attorneys' Fees. In the event of any dispute related to or based upon this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs.

5.13 Enforcement of Agreement. The parties acknowledge and agree that Encarta and Tallikut would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by Encarta or Tallikut could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which Encarta or Tallikut may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and

temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

5.14 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

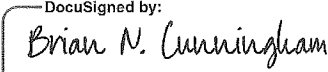
5.15 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

5.16 Schedules and Exhibits. The Schedules and Exhibits (including the Encarta Disclosure Schedule) are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full herein.

* * *

The parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

ENCARTA, INC.

By: 
Name: Brian N. Cunningham, M.D.
Title: Chief Financial Officer

TALLIKUT PHARMACEUTICALS, INC.

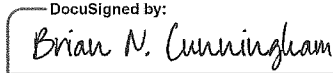
By: 
Name: Brian N. Cunningham, M.D.
Title: Chief Financial Officer

EXHIBIT A

CERTAIN DEFINITIONS

For purposes of the Agreement (including this **Exhibit A**):

"Affiliate" means, with respect to any Person, any other Person, directly or indirectly, controlling, controlled by or under common control with such Person.

"Business Day" means any day except Saturday, Sunday or any day on which banks are generally not open for business in California.

"Code" means the Internal Revenue Code of 1986, as amended.

"Confidential Information" means any data or information concerning Encarta (including trade secrets), without regard to form, regarding (for example and including): (a) business process models; (b) proprietary software; (c) research, development, products, services, marketing, selling, business plans, budgets, unpublished financial statements, licenses, prices, costs, Contracts, suppliers, customers, and customer lists; (d) the identity, skills and compensation of employees, contractors, and consultants; (e) specialized training; and (f) discoveries, developments, trade secrets, processes, formulas, data, lists, and all other works of authorship, mask works, ideas, concepts, know-how, designs, and techniques, whether or not any of the foregoing is or are patentable, copyrightable, or registrable under any intellectual property Laws or industrial property Laws in the United States or elsewhere. Notwithstanding the foregoing, no data or information constitutes "Confidential Information" if such data or information is publicly known and in the public domain through means that do not involve a breach by Encarta of any covenant or obligation set forth in this Agreement.

"Contract" means any written, oral or other agreement, contract, subcontract, lease, understanding, instrument, note, warranty, license, sublicense, insurance policy, benefit plan or legally binding commitment or undertaking of any nature, whether express or implied.

"Encarta Contract" means any Contract, including any amendment or supplement thereto: (a) to which Encarta is a party; (b) by which Encarta or any of its assets is bound or under which Encarta has become subject to, any obligation; or (c) under which Encarta has acquired any right or interest.

"Encarta Intellectual Property" means all Intellectual Property owned by, licensed to or used by Encarta.

"Encarta Material Adverse Effect" means any state of facts, change, event, effect, occurrence or circumstance that, individually or in the aggregate (considered together with all other state of facts, changes, events, effects, occurrences or circumstances) has, has had or could reasonably be expected to give or give rise to a material adverse effect on (a) the business, financial condition, capitalization, assets, liabilities, operations or financial performance of Encarta, or (b) the ability of Encarta to consummate the transactions contemplated by this Agreement or to perform any of its obligations under this Agreement; *provided, however*, that none of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been, a Encarta Material Adverse Effect: any adverse change, event, circumstance,

development, or effect arising from or relating to (1) general business or economic conditions or general industry events that do not disproportionately affect Encarta as compared to other competitors in the industry; (2) national or international political conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the U.S., or any of its territories, possessions, or diplomatic or consular offices; (3) financial, banking, or securities markets (including any disruption thereof and any decline in the price of any security or any market index); (4) changes in laws, rules, regulations, orders, or other binding directives issued by any governmental entity that do not disproportionately affect Encarta as compared to other competitors in the industry; (5) receipt of notice from any party to a Encarta Contract, at any time following the Closing Date or the announcement of the Merger or acquisition of any Affiliate, that such party intends to (A) terminate a Encarta Contract without cause, or (B) exercise any contractual right of non-renewal of a Encarta Contract; or (6) the taking of any action contemplated by this Agreement and the other agreements contemplated hereby.

“Encarta Proprietary Software” means all Software owned by Encarta.

“Encarta Registered Intellectual Property” means all of the Registered Intellectual Property owned by, filed in the name of, or licensed to Encarta.

“Encarta Related Agreement” means any certificate, agreement, document or other instrument, other than this Agreement, required to be executed and delivered by Encarta in connection with the transactions contemplated hereby.

“Encumbrance” means any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, claim, infringement, interference, option, right of first refusal, preemptive right, community property interest or restriction of any nature affecting property, real or personal, tangible or intangible, including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset, any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset, any lease in the nature thereof and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statute of any jurisdiction); *provided, however*, that Encumbrance shall not include Taxes not yet due and payable.

“Entity” means any corporation (including any non profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

“Environmental Law” means any federal, state, or local Law relating to pollution or protection of human health or the environment (including ambient air, surface water, ground water, land surface or subsurface strata), including any law or regulation relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Materials of Environmental Concern.

“GAAP” means United States generally accepted accounting principles as in effect from time to time.

“Governmental Authorization” means any: (a) approval, permit, license, certificate, franchise, permission, clearance, registration, qualification or other authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law; or (b) right under any Contract with any Governmental Body.

“Governmental Body” means any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, supranational or other government; or (c) governmental, self-regulatory or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or Entity and any court or other tribunal).

“Indemnified Party” means Tallikut Indemnified Parties.

“Intellectual Property” means any or all of the following and all rights, arising out of or associated therewith: (a) all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (b) all inventions (whether patentable or not), invention disclosures, improvements, proprietary information, know-how, technology, technical data and customer lists, and all documentation relating to any of the foregoing; (c) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto; (d) all industrial designs and any registrations and applications therefor; (e) all internet uniform resource locators, domain names, trade names, logos, slogans, designs, common law trademarks and service marks, trademark and service mark registrations and applications therefor; (f) all Software, databases and data collections and all rights therein; (g) all moral and economic rights of authors and inventors, however denominated; and (h) any similar or equivalent rights to any of the foregoing.

“Knowledge” means, where capitalized, the actual knowledge of any member of the Board, officer or employee of Encarta of a particular fact or matter and the knowledge such Persons would have had following a reasonable investigation of such fact or matter.

“Law” means any federal, state, local, municipal, foreign or international, multinational other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

“Leased Real Property” means the parcels of real property of which Encarta is the lessee or sublessee (together with all fixtures and improvements thereon).

“Legal Proceeding” means any ongoing or threatened action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Body or any arbitrator or arbitration panel.

“Losses” means any and all claims, liabilities, obligations, damages, losses, penalties, fines, judgments, costs and expenses (including amounts paid in settlement, costs of investigation and reasonable attorney’s fees and expenses), whenever arising or incurred, and whether arising out of a third party claim.

"Tallikut Constituent Documents" means the Certificate of Incorporation and the Bylaws, including all amendments thereto, of Tallikut.

"Tallikut Indemnified Parties" means Tallikut and its Affiliates, their respective officers, directors, employees, agents and representatives and the heirs, executors, successors and assigns of any of the foregoing.

"Tallikut Related Agreement" means any certificate, agreement, document or other instrument, other than this Agreement, to be executed and delivered by Tallikut in connection with the transactions contemplated hereby.

"Materials of Environmental Concern" means any chemicals, pollutants, contaminants, wastes, toxic substances, petroleum and petroleum products and any other substances that are now or hereafter regulated by any Environmental Law.

"Ordinary Course of Business" means an action taken by or on behalf of Encarta that:

- (a) is consistent with Encarta's past practices and is taken in the ordinary course of Encarta's normal operations; and
- (b) is not required to be authorized by the stockholders or the Board.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, trust, Governmental Body or other organization.

"Registered Intellectual Property" means all Intellectual Property Rights that are registered, filed, or issued under the authority of any Governmental Body, including all patents, registered copyrights, registered mask works, and registered trademarks and all applications for any of the foregoing.

"Software" means any computer software program, together with any error corrections, updates, modifications, or enhancements thereto, in both machine-readable form and human readable form, including all comments and any procedural code.

"Subsidiary" any Entity shall be deemed to be a "Subsidiary" of another Person if such Person directly or indirectly (a) has the power to direct the management or policies of such Entity or (b) owns, beneficially or of record, (i) an amount of voting securities or other interests in such Entity that is sufficient to enable such Person to elect at least a majority of the stockholders of such Entity's board of directors or other governing body or (ii) at least 50% of the outstanding equity or financial interests of such Entity.

"Tax" means (i) any tax (including any income tax, franchise tax, capital gains tax, gross receipts tax, value added tax, surtax, excise tax, ad valorem tax, transfer tax, stamp tax, sales tax, use tax, property tax, business tax, withholding tax or payroll tax), levy, assessment, tariff, duty (including any customs duty), deficiency or fee, and any related charge or amount (including any fine, penalty or interest), imposed, assessed or collected by or under the authority of any Governmental Body, (ii) any and all liability for the payment of any items described in clause (i) above as a result of being (or ceasing to be) a member of an affiliated, consolidated, combined, unitary or aggregate group (or being included (or being required to be included)) in any Tax Return related to such group, and (iii) any and all liability for the payment of any amounts as a result of any

express or implied obligation to indemnify any other Person, or any successor or transferee liability, in respect of any items described in clause (i) or (ii) above.

“Tax Return” means any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Law relating to any Tax.

“Transaction Expenses” means the sum of all fees, costs and expenses (including legal fees and accounting fees and including the amount of all special bonuses and other amounts that may become payable to any officers of Encarta or other Persons in connection with the consummation of the transactions contemplated by this Agreement) that are incurred by or for the benefit of Encarta in connection with the transactions contemplated by this Agreement.

“Treasury Regulations” means the temporary and final income Tax regulations promulgated under the Code.

EXHIBIT B

FORM OF CERTIFICATE OF MERGER

EXHIBIT C
RESTATED CERTIFICATE

EXHIBIT D
BYLAWS

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ENCARTA, INC.", A DELAWARE CORPORATION,
WITH AND INTO "TALLIKUT PHARMACEUTICALS, INC." UNDER THE NAME OF "TALLIKUT PHARMACEUTICALS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWELFTH DAY OF SEPTEMBER, A.D. 2014, AT 5:51 O'CLOCK P.M.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

5054838 8100M

141174970

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1710047

DATE: 09-18-14

PATENT
REEL: 034436 FRAME: 0417

CERTIFICATE OF MERGER

of

**ENCARTA, INC.,
a Delaware corporation**

with and into

**TALLIKUT PHARMACEUTICALS, INC.,
a Delaware corporation**

Pursuant to Title 8, Section 251 of the
General Corporation Law of the State of Delaware

Pursuant to Section 251(c) of the General Corporation Law of the State of Delaware (the "DGCL"), Tallikut Pharmaceuticals, Inc., a Delaware corporation ("Tallikut"), hereby certifies to the following information relating to the merger of Encarta, Inc., a Delaware corporation (the "Company"), with and into Tallikut (the "Merger"):

FIRST: The name and state of incorporation of each of the constituent corporations in the Merger (the "Constituent Corporations") is as follows:

<u>Name</u>	<u>State</u>
Tallikut Pharmaceuticals, Inc.	Delaware
Encarta, Inc.	Delaware

SECOND: The Agreement and Plan of Merger, dated as of September 12, 2014, by and between the Company and Tallikut (the "Merger Agreement"), providing for, among other things, the Merger, has been approved, adopted, executed and acknowledged by each of the Constituent Companies in accordance with the requirements of Section 251 of the DGCL.

THIRD: The name of the corporation surviving the Merger (the "Surviving Corporation") is Tallikut Pharmaceuticals, Inc., a Delaware corporation.

FOURTH: The certificate of incorporation of the Surviving Corporation shall be the certificate of incorporation of Tallikut as in effect immediately prior to the filing of this Certificate of Merger.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Corporation. The address of the principal place of business of the Surviving Corporation is 750 Battery Street, Suite 400, San Francisco, CA 94111.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of the Constituent Companies.

IN WITNESS WHEREOF, the Surviving Corporation has caused this Certificate of Merger to be signed by an authorized officer as of September 12, 2014.

Tallikut Pharmaceuticals, Inc.

By:

Brian N. Cunningham

Name: Brian N. Cunningham, M.D.

Title: Chief Financial Officer