

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3243384

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| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                         |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                             |
| <b>CONVEYING PARTY DATA</b>   |  |
| <b>Name</b>   | <b>Execution Date</b>                  |
| MICHAEL NEARY   | 02/04/2015                             |
| DANIEL LAWTON   | 02/18/2015                             |
| STEVEN TANIS  | 01/16/2015                             |
| <b>RECEIVING PARTY DATA</b>   |  |
| <b>Name:</b>  | PROMENTIS PHARMACEUTICALS, INC.        |
| <b>Street Address:</b>  | 826 NORTH PLANKINTON AVENUE            |
| <b>Internal Address:</b>  | SUITE 400                              |
| <b>City:</b>  | MILWAUKEE                              |
| <b>State/Country:</b>   | WISCONSIN                              |
| <b>Postal Code:</b>   | 53203                                  |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |
| <b>Property Type</b>  | <b>Number</b>                          |
| <b>Application Number:</b>  | 14535855                               |
| <b>CORRESPONDENCE DATA</b>  |  |
| <b>Fax Number:</b>  |  |
| <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>   | 3128762124                             |
| <b>Email:</b>   | jraincrow@woodphillips.com             |
| <b>Correspondent Name:</b>  | WOOD, PHILLIPS, KATZ, CLARK & MORTIMER |
| <b>Address Line 1:</b>  | 500 WEST MADISON ST                    |
| <b>Address Line 2:</b>  | SUITE 1130                             |
| <b>Address Line 4:</b>  | CHICAGO, ILLINOIS 60661                |
| <b>ATTORNEY DOCKET NUMBER:</b>  | PRO10495P00091US                       |
| <b>NAME OF SUBMITTER:</b>   | STEVEN F. WEINSTOCK                    |
| <b>SIGNATURE:</b>   | /Steven F. Weinstock/                  |
| <b>DATE SIGNED:</b>   | 02/26/2015                             |
| <b>Total Attachments: 6</b>   |  |
| source=PRO91US_Neary_Lawton_Tanis_to_Promentis_Assignment#page1.tif   |  |
| source=PRO91US_Neary_Lawton_Tanis_to_Promentis_Assignment#page2.tif   |  |

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# Assignment

|             |            |        |                  |
|-------------|------------|--------|------------------|
| Serial No.: | 14/535,855 | Filed: | November 7, 2014 |
|-------------|------------|--------|------------------|

**In Consideration** of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in the subject matter of **Substituted N-Acetyl-L-Cysteine Derivatives and Related Compounds** and in the regular non-provisional application for Letters Patent of the United States therefor, and in any divisional or continuing application of said non-provisional patent application, and in any foreign application claiming priority to this application, and in any reissue or extension of any Letters Patent that may be granted upon any of said applications, are hereby assigned by the undersigned to **Promentis Pharmaceuticals, Inc.** having offices at **826 North Plankinton Avenue, Suite 400, Milwaukee, Wisconsin 53203** and the successors, legal representatives and assigns of **Promentis Pharmaceuticals, Inc.** (hereinafter collectively called said Assignee), and the Commissioner for Patents is hereby authorized and requested by the undersigned to issue said Letters Patent to said Assignee.

**For said considerations** it is hereby agreed by the undersigned, upon the request of said Assignee, to execute any necessary and proper oaths or affidavits relating to said application or required for the filing or prosecution of any divisional or continuing application of said non-provisional patent application, and any foreign application claiming priority to this application, or for the filing or prosecution of any application for the reissue or extension of any Letters Patent that may be granted on said invention or improvements that said Assignee may deem necessary or expedient. And for the said considerations, it is further agreed by the undersigned, upon the request of said Assignee, in the event of said non-provisional patent application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said Assignee in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and further to perform, upon such request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in the said Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made. And for the said considerations the entire right, title and interest in said invention or improvements, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other Conventions, and the right to file applications for patent in said Assignee's own name for said invention or improvements in each and every country of the world are hereby assigned and granted by the undersigned to said Assignee. It is further agreed by the undersigned, upon the request of said Assignee, to execute any and all documents that shall be required of the undersigned to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee. The undersigned also further agrees, for the said considerations, upon the request of said Assignee, to promptly perform all lawful acts deemed by said Assignee to be necessary or advisable in connection with maintaining, enforcing, or transferring the resulting grants of said Letters Patent in the United States or foreign countries. It is agreed that such lawful acts include, but are not limited to, taking oaths, executing declarations, powers, assignments and other papers and giving testimony.

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| Serial No.: | 14/535,855 | Filed: | November 7, 2014 |
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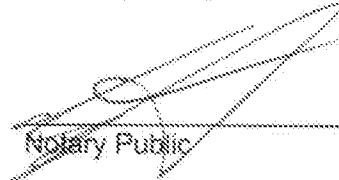
The attorneys of record in such application for patent are hereby authorized and requested by the undersigned to insert in this Assignment the date and serial number thereof in the places provided therefor.

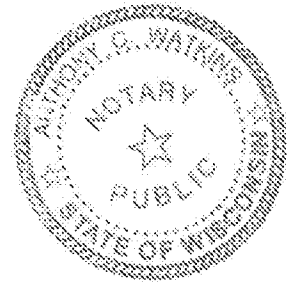
  
\_\_\_\_\_  
Michael Neary

Executed this 4 day of February, 2015.

State of Wisconsin )  
County of Milwaukee ) ss.

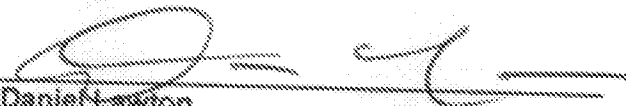
On February 4, 2015, 2015, Michael Neary appeared before me, a Notary Public, in and for the State and County aforesaid, and acknowledged that he/she freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.

  
\_\_\_\_\_  
Notary Public



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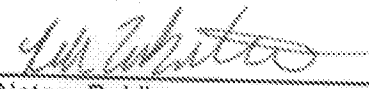
The attorneys of record in such application for patent are hereby authorized and requested by the undersigned to insert in this Assignment the date and serial number thereof in the places provided therefor.

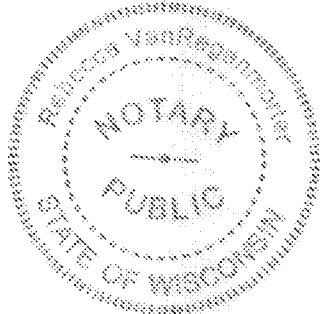
  
Daniel Lawton

Executed this 18 day of February, 2015.

State of Wisconsin }  
County of Milwaukee } ss.

On February 18, 2015, Daniel Lawton appeared before me, a Notary Public, in and for the State and County aforesaid, and acknowledged that he/she freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.

  
Notary Public



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|-------------|------------|--|--------|------------------|
| Serial No.: | 14/535,855 |  | Filed: | November 7, 2014 |
|-------------|------------|--|--------|------------------|

The attorneys of record in such application for patent are hereby authorized and requested by the undersigned to insert in this Assignment the date and serial number thereof in the places provided therefor.

\_\_\_\_\_  
James Nieman

Executed this \_\_\_\_ day of \_\_\_\_\_, 2015.

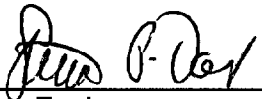
State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On \_\_\_\_\_, 2015, James Nieman appeared before me, a Notary Public, in and for the State and County aforesaid, and acknowledged that he/she freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.

\_\_\_\_\_  
Notary Public

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|-------------|------------|--------|------------------|
| Serial No.: | 14/535,855 | Filed: | November 7, 2014 |
|-------------|------------|--------|------------------|

The attorneys of record in such application for patent are hereby authorized and requested by the undersigned to insert in this Assignment the date and serial number thereof in the places provided therefor.

  
 \_\_\_\_\_  
 Steven Tanis

Executed this 16<sup>th</sup> day of January, 2015.

State of \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

On \_\_\_\_\_, 2015, Steven Tanis appeared before me, a Notary Public, in and for the State and County aforesaid, and acknowledged that he/she freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.

\_\_\_\_\_  
 Notary Public

See attached Acknowledgement dated 1-16-15  
 Amy

**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT  
(CALIFORNIA CIVIL CODE § 1189)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF San Diego

On Jan 16, 2015 before me, Angel M. Smith, notary public  
(Date) (Here Insert Name and Title of the Officer)

personally appeared Steven Paul Tanis  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

(Notary Seal)



**ADDITIONAL OPTIONAL INFORMATION**

**Description of Attached Document**

Title or Type of Document: Assignment Document Date: \_\_\_\_\_

Number of Pages: 5 Signer(s) Other Than Named Above: \_\_\_\_\_

Additional Information: \_\_\_\_\_

revision date 01/01/2015