

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3270206

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CORRIDOR PHARMACEUTICALS, INC	10/22/2014
RECEIVING PARTY DATA		
Name:	ASTRAZENECA UK LIMITED	
Street Address:	2 KINGDOM STREET	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	W2 6BD	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13191160
CORRESPONDENCE DATA		
Fax Number:	(781)839-4121	
<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:	1 781 839 4951	
Email:	patents@astrazeneca.com	
Correspondent Name:	ASTRAZENECA	
Address Line 1:	35 GATEHOUSE DRIVE	
Address Line 4:	WALTHAM, MASSACHUSETTS 02451	
ATTORNEY DOCKET NUMBER:	200259-US-NP	
NAME OF SUBMITTER:	KALLIOPI GANTZOUDIS	
SIGNATURE:	/Kalliopi Gantzoudis/	
DATE SIGNED:	03/18/2015	
Total Attachments: 6		
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this “**Assignment**”), dated as of October 24, 2014, is made and entered into by and between Corridor Pharmaceuticals, Inc., a Delaware corporation whose principal place of business is 1122 Kenilworth Dr., Baltimore, MD 21204 (“**Seller**”), and AstraZeneca UK Limited, a company incorporated in England under no. 3674842 whose registered office is at 2 Kingdom Street, London, W2 6BD, England (“**Buyer**”). Each of Buyer and Seller is from time to time referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.” Capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of October 24, 2014 (the “**Purchase Agreement**”) by and among Seller, Buyer and Quaker Bioventures II, L.P., solely in its capacity as the initial Holder Representative, Seller sold to Buyer, and Buyer purchased from Seller, the Registered Intellectual Property, as set forth on Exhibit A, on the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, to evidence and effect the assignment to Buyer of the Registered Intellectual Property, as provided for in the Purchase Agreement, Seller has agreed to deliver this Assignment to Buyer; and

WHEREAS, it is a condition of the Purchase Agreement that the Parties enter into this Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Purchase Agreement and the Related Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Assignment of Assigned Patents. As of the date first written above, subject to the terms and conditions set forth herein and in the Purchase Agreement, Seller hereby sells, conveys, delivers, transfers and assigns to Buyer, free and clear of all Liens (other than Permitted Liens), and Buyer hereby purchases, takes delivery of and acquires from Seller, all of Seller’s right, title and interest in, to and under all of the Registered Intellectual Property in the United States and its territorial possessions and in all foreign countries and the entire right, title and interest, including the right to sue for past infringement, if any, and all rights pursuant to 35 U.S.C. §154, in and to any and all letters patent which may be granted therefor in the United States and its territorial possession and in any and all foreign countries and in and to any and all divisions, continuations, substitutions, renewals, re-examination, extension and reissues thereof, and any other applications claiming priority thereto and foreign counterparts thereof.
2. Regulatory Authorities. Seller hereby authorizes the Commissioners for Patents and Trademarks of the U.S. Patent and Trademark Office and other empowered officials of relevant

intellectual property offices and other governmental or regulatory authorities in each jurisdiction other than the United States, to record the transfer to Buyer of all of Seller's right, title and interest in, to and under any Registered Intellectual Property, and to issue all future registrations and other rights relating to such Registered Intellectual Property to Buyer.

3. Engagement of Patent Counsel. It is acknowledged that Buyer may engage Seller's external patent counsel to continue to conduct certain matters in relation to maintenance and prosecution of the Registered Intellectual Property after the Closing Date and Buyer shall be responsible and liable for any decision-making, instructions and costs and expenses in relation thereto, with effect from the Closing Date.

4. Counterparts. This Assignment may be executed in any number of counterparts, including by facsimile or other electronic means, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

5. Controlling Document. In the event of any conflict between this Assignment and the Purchase Agreement, the provisions in the Purchase Agreement shall control.

6. Benefits of the Agreement. All of the terms and provisions of this Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Assignment is for the sole benefit of the Parties and not for the benefit of any third party.

7. Governing Law. Construction and interpretation of this Assignment shall be governed by the Laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive Law of another jurisdiction.

8. Enforceability. (a) If any covenant or provision hereof is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision hereof, each of which is hereby declared to be separate and distinct, (b) if any provision of this Assignment is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable, and (c) if any provision of this Assignment is declared invalid or unenforceable for any reason other than overbreadth, the Parties agree to modify the offending provision so as to maintain the essential benefits of the bargain between the Parties to the maximum extent possible, consistent with Law and public policy.

9. Amendments and Waivers. No modification, amendment or waiver of any provision of, or consent or approval required by, this Assignment, shall be effective unless it is in writing and signed by the Party against whom enforcement of any such modification, amendment, waiver, consent or approval is sought. Such modification, amendment, waiver, consent or approval shall be effective only in the specific instance and for the purpose for which given. Neither the failure of either Party to enforce, nor the delay of either Party in enforcing, any condition or part of this Assignment at any time shall be construed as a waiver of that condition or part or forfeit any rights to future enforcement thereof.

10. Headings. The headings contained in this Assignment are for reference purposes only and shall not control or affect the meaning or construction of this Assignment.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

SELLER:

CORRIDOR PHARMACEUTICALS, INC.

By: 

Name: Mark Strobel

Title: CEO

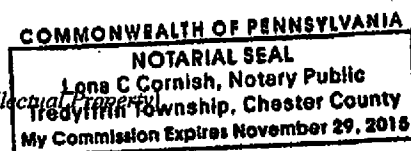
STATE OF Pennsylvania

COUNTY OF Chester) ss.:

On this 22nd day of October, 2014, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State, appeared in person the within named MARK STROBEL to me personally known, who stated that he is the CEO of Corridor Pharmaceuticals, Inc. and is duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of the corporation, and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal this 22nd day of October, 2014.


Notary Public




[Signature Page to Assignment of Intellectual Property]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

BUYER:

ASTRAZENECA UK LIMITED

By: 
Name: SUSAN GARSNER
Title: Head, Oncology M&A

[Signature Page to Assignment of Intellectual Property]

1DC - 029242/000007 - 6088807

PATENT
REEL: 035190 FRAME: 0043

EXHIBIT A

Registered Intellectual Property

	STATUS
	Title: “Novel Compositions for Treatment of Diseases Related to Activated Lymphocytes”
046490-5013US1 046490.00034	<u>ISSUED</u> U.S. Patent No. 7,981,885, issued July 19, 2011. Roth, et al, U.S. nonprovisional application no. 11/897,598, filed August 31, 2007. Based on 60/841,771, filed September 1, 2006.
046490-5013US2 046490.00035	<u>ISSUED</u> U.S. Patent No. 7,923,445, issued April 12, 2011. Roth, et al, U.S. nonprovisional application no. 11/897,669, filed August 31, 2007. Based on 60/841,771, filed September 1, 2006.
	Title: “Arginase Inhibitors and Methods of Use Thereof”
046490-5022US1 046490.00071	<u>ALLOWED</u> Tomeczuk, et al., U.S. nonprovisional application no. 13/191,160, filed July 26, 2011. Based on 61/428,894, filed December 31, 2010 and 61/450,804, filed March 9, 2011.
046490-5022CA1 046490.00064	<u>PENDING</u> Canada application no. 2824599 filed July 26, 2011. Based on PCT/US11/45373, filed July 26, 2011 and 61/428,894, filed December 31, 2010 and 61/450,804, filed March 9, 2011.
046490-5022CN1 046490.00065	<u>PENDING</u> China application no. 201180068843.X, filed July 26, 2011. Based on PCT/US11/45373, filed July 26, 2011 and 61/428,894, filed December 31, 2010 and 61/450,804, filed March 9, 2011.
046490-5022EP1 046490.00066	<u>PENDING</u> Europe application no. 11852428.9, filed July 26, 2011. Based on PCT/US11/45373, filed July 26, 2011 and 61/428,894, filed December 31, 2010 and 61/450,804, filed March 9, 2011.
046490-5022IN1 046490.00067	<u>PENDING</u> India application no. 5600/DELNP/2013, filed July 26, 2011. Based on PCT/US11/45373, filed July 26, 2011 and 61/428,894, filed December 31, 2010 and 61/450,804, filed March 9, 2011.
046490-5022JP1 046490.00068	<u>PENDING</u> Japan application no. 2013-547456, filed July 26, 2011. Based on PCT/US11/45373, filed July 26, 2011 and 61/428,894, filed December 31, 2010 and 61/450,804, filed March 9, 2011.
046490-5022RU1 046490.00069	<u>PENDING</u> Russia application no. 2013145548, filed July 26, 2011. Based on PCT/US11/45373, filed July 26, 2011 and 61/428,894, filed December 31, 2010 and 61/450,804, filed March 9, 2011.

	STATUS
	Title: “Arginase Inhibitors and Methods of Use”
046483-6011US1 046483.00555 PENN U4656	<u>PENDING</u> Christianson, et al., U.S. application no. 12/693,863, filed January 26, 2010. Based on 61/147,270, filed January 26, 2009.
046483-6011AU1 046483.00549 PENN U4656	<u>PENDING</u> Australia application no. 2010206535, filed January 26, 2010. Based on PCT/US10/22090, filed January 26, 2010 and 61/147,270, filed January 26, 2009.
046483-6011CA1 046483.00550 PENN U4656	<u>PENDING</u> Canada application no. 2,749,853, filed January 26, 2010. Based on PCT/US10/22090, filed January 26, 2010 and 61/147,270, filed January 26, 2009.
046483-6011EP1 046483.00551 PENN U4656	<u>PENDING</u> Europe application no. 10 734 002.8, filed January 26, 2010. Based on PCT/US10/22090, filed January 26, 2010 and 61/147,270, filed January 26, 2009.
046483-6011HK1 046483.00552 PENN U4656	<u>PENDING</u> Hong Kong application no. 12105233.2, filed January 26, 2010. Based on EP application no. 10 734 002.8, filed January 26, 2010 and PCT/US10/22090, filed January 26, 2010.
046483-6011JP1 046483.00553 PENN U4656	<u>PENDING</u> Japan application no. 2011-548216, filed January 26, 2010. Based on PCT/US10/22090, filed January 26, 2010 and 61/147,270, filed January 26, 2009.