# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3323165

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
RFS PHARMA, LLC	04/22/2015

## **RECEIVING PARTY DATA**

Name:	COCRYSTAL PHARMA, INC.
Street Address:	1860 MONTREAL ROAD
City:	TUCKER
State/Country:	GEORGIA
Postal Code:	30084

### **PROPERTY NUMBERS Total: 19**

Property Type	Number
Application Number:	61045064
Patent Number:	8415321
PCT Number:	US0940092
Application Number:	61150628
Patent Number:	8609627
Application Number:	14032496
Application Number:	61980016
Application Number:	61377452
Application Number:	61494877
Patent Number:	8859595
Application Number:	14455197
Application Number:	61488140
Application Number:	14117815
Application Number:	61763534
Application Number:	61719696
Application Number:	14066461
PCT Number:	US1367309
Application Number:	61984036
Application Number:	62073937
_	

PATENT REEL: 035478 FRAME: 0910

503276547

### **CORRESPONDENCE DATA**

**Fax Number:** (202)974-9555

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.

**Phone:** 919-864-7201

**Email:** kmcdermott@akllp.com, ncipdocketing@akllp.com

Correspondent Name: DAVID BRADIN

Address Line 1: ANDREWS KURTH LLP

Address Line 2:4505 EMPEROR BLVD, SUITE 330Address Line 4:DURHAM, NORTH CAROLINA 27703

ATTORNEY DOCKET NUMBER:	33530-031
NAME OF SUBMITTER:	DAVID BRADIN
SIGNATURE:	/david bradin/
DATE SIGNED:	04/23/2015

### **Total Attachments: 5**

source=Patent\_Assignment\_Agreement\_RFSP-Emory to Cocrystal\_2015\_04\_22#page1.tif source=Patent\_Assignment\_Agreement\_RFSP-Emory to Cocrystal\_2015\_04\_22#page2.tif source=Patent\_Assignment\_Agreement\_RFSP-Emory to Cocrystal\_2015\_04\_22#page3.tif source=Patent\_Assignment\_Agreement\_RFSP-Emory to Cocrystal\_2015\_04\_22#page4.tif source=Patent\_Assignment\_Agreement\_RFSP-Emory to Cocrystal\_2015\_04\_22#page5.tif

PATENT REEL: 035478 FRAME: 0911

### PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Assignment") is made and entered into effective as of November 25, 2014 by and between RFS Pharma, LLC a Georgia limited liability company with offices at 1860 Montreal Road, Tucker, GA 30084 ("Assignor") and Cocrystal Pharma, Inc., a Delaware corporation with offices at 1860 Montreal Road, Tucker, GA 30084 ("Assignee").

WHEREAS, Assignor and Emory University are co-owners of the letters patent and patent applications listed on Schedule 1 (the "Patents"); and as such, Assignor has certain rights, title, and interest in and to such Patents and to the inventions disclosed therein, and

WHEREAS, Assignor has agreed with Assignee to transfer to Assignee all of Assignor's rights, title and interest in and to said Patents, and the inventions disclosed therein.

NOW THEREFORE, in pursuance of this Agreement, and in consideration of the sum of One U.S. Dollar (\$1.00) paid by Assignee to Assignor, and other good and valuable consideration, the receipt of which is acknowledged, Assignor hereby assigns and transfers to Assignee its right, title and interest in said inventions and said Patents, 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 divisions, continuations, and continuations-in-party of said Patents, or reissues, renewals, revivals, reexaminations or extensions of said Patents, and all rights under all applicable intellectual property treaties and conventions, and the full benefits thereof, and all rights, privileges and advantages appertaining thereto, including any and all rights of Assignor to damages, profits or recoveries of any nature for past or future infringement of said Patents, and the payment of any and all maintenance fees, taxes, and the like, to hold the same unto and to the use of Assignee, its successors and assigns during the residue of the respective terms for which the said Patents were or will be granted and during any such terms, and for any and all rights extending from said divisions, continuations, continuations-in-part, reissues, renewals, revivals, reexaminations and extensions.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will, at the cost and expense of the Assignee, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the recordation of this Assignment of Assignor's rights, title and interest to the Patents to Assignee.

AND Assignor hereby requests the Commissioner of Patents and Trademarks to issue, to Assignee, any and all Letters Patent of the United States arising from such Patent for the use and behalf of the Assignee, its successors, legal representatives, and assigns.

[Signature page follows]

1

Executed on this 22nd of April, 2015.

RFS PHARMA, LLC

Signature: See S

Name: \_\_Bill Ollinger\_\_

Title: \_\_Vice President, Finance\_\_\_

COCRYSTAL PHARMA, INC.

Signature: V200

Name: \_Bill Ollinger \_

Title: \_Vice President, Administration\_

### SCHEDULE I

## AK Family No. 33530-007

US Application No. 61/045,064

US Application No. 12/421,362 (now US Patent No. 8,415,321)

PCT Application No. PCT/US09/40092

Indian Application No. 7927/DELNP/2010

Canadian Application No. 2,722,308

European Application No. 09733632.5

### AK Family No. 33530-015

US Application No. 61/150,628

US Application No. 13/144,718 (now US Patent No. 8,609,627)

US Application No. 14/032,496

PCT Application No. PCT/US10/23563

Korean Application No. 10-2011-7020840

Canadian Application No. 2,751,458

Brazilian Application No. PI 1005401-4

Indian Application No. 6742/DELNP/2011

Chinese Application No. 201080014799

European Application No. 10739257.3

### AK Family No. 33530-018

US Application No. 61/980,016

US Application No. 61/377,452

3

US Application No. 61/494,877

US Application No. 13/817,522 (now US Patent No. 8,859,595)

US Application No. 14/455,197

PCT Application No. PCT/US2011/049426

Brazilian Application No. PI 112013004520-5

Canadian Application No. 2,809,261

Indian Application No. 8297/RQ-DEL/2014

European Application No. 11820753.9

### AK Family No. 33530-022

US Application No. 61/488,140

US Application No. 14/117,815

PCT Application No. PCT/US2012/038165

Brazilian Application No. 112013029761-1

Hong Kong Application No. 14108873.9

Indian Application No. 10773/DELNP/2013

Canadian Application No. 2,836,579

Egyptian Application No. PCT 1009/2013

Korean Application No. 10-2013-7033848

Russian Application No. 2013125713

Chinese Application No. 201280036015.2

European Application No. 12786631.7

Mexican Application No. MX/a/2013/013570

# AK Family No. 33530-028

US Application No. 61/763,534

US Application No. 61/719,696

US Application No. 14/066,461

PCT Application No. PCT/US2013/67309

## AK Family No. 33530-029

US Application No. 61/984,036

# AK Family No. 33530-030

US Application No. 62/073,937