503280622 04/27/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3327240

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT	
CONVEYING PARTY D	ΑΤΑ		
		Name	Execution Date
SYPHASE, LLC			12/31/2014
RECEIVING PARTY DA	ΑΤΑ		
Name:	CONCENTRX PHARMACEUTICALS, LLC		
Street Address:	PO BOX	PO BOX 16711	
City:	CHAPE	CHAPEL HILL	
State/Country:	NORTH	NORTH CAROLINA	
Postal Code:	27516		
		14242428	
Application Number:	1	14343498	
Application Number: CORRESPONDENCE I		14343498	
		(919)848-5032	
CORRESPONDENCE I Fax Number: <i>Correspondence will b</i>	DATA (De sent to		
CORRESPONDENCE I Fax Number: <i>Correspondence will b</i> <i>using a fax number, if</i> Phone:	DATA (pe sent to provided;	(919)848-5032 the e-mail address first; if that is unsu	
CORRESPONDENCE I Fax Number: <i>Correspondence will b</i> <i>using a fax number, if</i> Phone: Email:	DATA (pe sent to provided;	(919)848-5032 <i>the e-mail address first; if that is unsu</i> <i>; if that is unsuccessful, it will be sent</i> 919-256-8199 eah@passeip.com	via US Mail.
CORRESPONDENCE I Fax Number: <i>Correspondence will & using a fax number, if</i> Phone: Email: Correspondent Name:	DATA (pe sent to provided; G	(919)848-5032 <i>the e-mail address first; if that is unsu</i> <i>; if that is unsuccessful, it will be sent</i> 919-256-8199 eah@passeip.com PASSE INTELLECTUAL PROPERTY, LL	via US Mail.
CORRESPONDENCE I Fax Number: <i>Correspondence will b</i> <i>using a fax number, if</i> Phone: Email: Correspondent Name: Address Line 1:	DATA (pe sent to provided; (f f	(919)848-5032 <i>the e-mail address first; if that is unsu</i> <i>; if that is unsuccessful, it will be sent</i> 919-256-8199 eah@passeip.com PASSE INTELLECTUAL PROPERTY, LL 1717 BRASSFIELD RD	via US Mail.
CORRESPONDENCE I Fax Number: <i>Correspondence will b</i> <i>using a fax number, if</i> Phone: Email: Correspondent Name:	DATA (pe sent to provided; (f f	(919)848-5032 <i>the e-mail address first; if that is unsu</i> <i>; if that is unsuccessful, it will be sent</i> 919-256-8199 eah@passeip.com PASSE INTELLECTUAL PROPERTY, LL	via US Mail.
CORRESPONDENCE I Fax Number: <i>Correspondence will b</i> <i>using a fax number, if</i> Phone: Email: Correspondent Name: Address Line 1: Address Line 4:	DATA (pe sent to provided; G I F 1 F	(919)848-5032 <i>the e-mail address first; if that is unsu</i> <i>; if that is unsuccessful, it will be sent</i> 919-256-8199 eah@passeip.com PASSE INTELLECTUAL PROPERTY, LL 1717 BRASSFIELD RD	via US Mail.
CORRESPONDENCE I Fax Number: <i>Correspondence will b</i> <i>using a fax number, if</i> Phone: Email: Correspondent Name: Address Line 1:	DATA (pe sent to provided; G I F 1 F	(919)848-5032 <i>the e-mail address first; if that is unsu</i> <i>; if that is unsuccessful, it will be sent</i> 919-256-8199 eah@passeip.com PASSE INTELLECTUAL PROPERTY, LL 1717 BRASSFIELD RD RALEIGH, NORTH CAROLINA 27614	via US Mail.
CORRESPONDENCE I Fax Number: <i>Correspondence will &</i> <i>using a fax number, if</i> Phone: Email: Correspondent Name: Address Line 1: Address Line 4:	DATA (pe sent to provided; G I F 1 F	(919)848-5032 the e-mail address first; if that is unsu ; if that is unsuccessful, it will be sent 919-256-8199 eah@passeip.com PASSE INTELLECTUAL PROPERTY, LL 1717 BRASSFIELD RD RALEIGH, NORTH CAROLINA 27614 JAMES G. PASSE	via US Mail.
CORRESPONDENCE I Fax Number: <i>Correspondence will b</i> <i>using a fax number, if</i> Phone: Email: Correspondent Name: Address Line 1: Address Line 4: NAME OF SUBMITTER: SIGNATURE:	DATA (pe sent to provided; G I F 1 F	(919)848-5032 the e-mail address first; if that is unsu ; if that is unsuccessful, it will be sent 919-256-8199 eah@passeip.com PASSE INTELLECTUAL PROPERTY, LL 1717 BRASSFIELD RD RALEIGH, NORTH CAROLINA 27614 JAMES G. PASSE /James G. Passe/	via US Mail.
CORRESPONDENCE I Fax Number: Correspondence will b using a fax number, if Phone: Email: Correspondent Name: Address Line 1: Address Line 4: NAME OF SUBMITTER: SIGNATURE: DATE SIGNED:	DATA (pe sent to provided, G I F 1 F	(919)848-5032 the e-mail address first; if that is unsu; if that is unsuccessful, it will be sent 919-256-8199 eah@passeip.com PASSE INTELLECTUAL PROPERTY, LL 1717 BRASSFIELD RD RALEIGH, NORTH CAROLINA 27614 JAMES G. PASSE /James G. Passe/ 04/27/2015	via US Mail.
CORRESPONDENCE I Fax Number: <i>Correspondence will b</i> <i>using a fax number, if</i> Phone: Email: Correspondent Name: Address Line 1: Address Line 4: NAME OF SUBMITTER: SIGNATURE: DATE SIGNED: Total Attachments: 3	DATA (pe sent to provided, G I F 1 F T F MentToCo mentToCo	(919)848-5032 the e-mail address first; if that is unsu; if that is unsuccessful, it will be sent 919-256-8199 eah@passeip.com PASSE INTELLECTUAL PROPERTY, LL 1717 BRASSFIELD RD RALEIGH, NORTH CAROLINA 27614 JAMES G. PASSE /James G. Passe/ 04/27/2015 oncentrx2015#page1.tif oncentrx2015#page2.tif	via US Mail.

ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS, dated December 31, 2014, is entered into by SYPHASE, LLC, an Arizona limited liability company, and Eric C. Richardson (collectively, "Assignor"), for the benefit of Concentrx Pharmaceuticals, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignee and Assignor have entered into that certain Contribution Agreement, dated as of the date hereof (the "Agreement"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire certain intellectual property to Assignee; and

WHEREAS, pursuant to the Agreement, Assignor desires to assign, to the extent not previously assigned to the Assignee, to Assignee all of Assignor's right, title and interest in and to the patents, patent applications, patent disclosure and related patent rights (the "Patents") set forth on <u>Schedule 1</u> attached hereto.

NOW, THEREFORE, in consideration of entering into the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, set overs and transfers to Assignee, its successors and assigns all of Assignor's entire rights, title and interests in and to the Patents, and agrees to sell, assign, set over and transfer to Assignee, its successors and assigns all of Assignor's entire right, title and interest in and to the Patents that are completed or come into existence hereafter, including any divisions, continuations, re-examinations, or reissues, and extensions thereof, and all rights of priority resulting from the filing in the United States of the Patents, and any and all applications for patent and patents issuing therefrom in any and all countries of the world, including all divisions, continuations, re-examinations, or reissues, and extensions thereof, and all rights of priority resulting from the filing in the United States of the respective applications for said Patents identified above, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the Patents are or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patents including without limitation provisional rights thereto with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives; provided, however, Assignee will be responsible for those costs and expenses reasonably incurred by Assignor in carrying out Assignor's obligations pursuant to this paragraph.

Assignor agrees that, on request it will at Assignee's expense sign all lawful papers in connection with all divisional, continuing, re-examining and reissue applications, make all rightful oaths and generally do everything reasonably requested by Assignee to aid Assignee, its successors, assigns and nominees to obtain, maintain, and enforce patent protection in any country for the inventions set forth in the Patents.

[Signature page to follow.]

25891.2-822890 v2

PATENT REEL: 035499 FRAME: 0587

IN WITNESS WHEREOF, Assignor has executed this Assignment effective this <u>31stday</u> of <u>December</u> 2014.

SYPHASE, LLC By Name: ERIC C. RICHARDSON

Title: OWNER

ERIC C. RICHARDSON By:

25891.2-822890 v2

¥

Schedule 1

Disposable Unit Dose Dry Powder Inhaler Technology;

1. US provisional patent application no. 61,573,496, filed Sept. 7, 2011, entitled "Dry Powder Inhalation Device";

2. US patent application no. 20140230817 entitled "Dry Powder Inhalation Device";

3. Canadian patent application no. CA2846899A1 entitled "Dry Powder Inhalation Device";

4. European Patent Office patent application no. EP2747815A2 entitled "Dry Powder Inhalation Device";

5. Patent Cooperation Treaty patent application no. PCT/US2012/054325 entitled "Dry Powder Inhalation Device"; and

6. all patents, patent applications, and other patent rights claiming priority to any of the foregoing or claiming subject matter described in any of the foregoing, which shall include, but not be limited to, (a) any continuations, continuations-in-part, divisionals, provisionals, continued prosecution applications, substitutions, extensions and term restorations, registrations, confirmations, re-examinations, renewals, or reissues of any of the foregoing, (b) any patents issuing on any of the foregoing, and (c) any foreign counterpart of any of the foregoing.

25891.2-822890 v2

PATENT REEL: 035499 FRAME: 0589

RECORDED: 04/27/2015