

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3404488

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ALLAN S. WAGMAN	06/18/2015
RECEIVING PARTY DATA		
Name:	3-V BIOSCIENCES, INC.	
Street Address:	1050 HAMILTON COURT	
City:	MENLO PARK	
State/Country:	CALIFORNIA	
Postal Code:	94025	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	14587908	
PCT Number:	US1348950	
CORRESPONDENCE DATA		
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<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:	3VBI-002/04US 309121-2053	
NAME OF SUBMITTER:	JUDITH D. KUNTZ	
SIGNATURE:	/Judith D. Kuntz/	
DATE SIGNED:	06/19/2015	
Total Attachments: 5		
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ASSIGNMENT

Allan S. Wagman (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **HETEROCYCLIC MODULATORS OF LIPID SYNTHESIS**, and which is a:

- (1) ☐ provisional application
(a) ☐ to be filed herewith; or
(b) ☐ bearing Application No. , and filed on ;
- (2) ☒ non-provisional application
(a) ☐ to be filed herewith; or
(b) ☒ bearing Application No. **14/587,908**, and filed on **December 31, 2014**; and/or
- (3) ☒ PCT application
(a) ☒ bearing Application No. **PCT/US2013/048950**, and filed on **July 1, 2013**.

WHEREAS, 3-V Biosciences, Inc., a corporation having its principal place of business at 1050 Hamilton Court, Menlo Park, California 94025 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified in paragraph (1), (2) and/or (3); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified in paragraph (1), (2) and/or (3);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.), without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified in paragraph (1), (2) and/or (3) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 6/18/2015

By: Allan S. Wagman
Allan S. Wagman

State of Ca.
County of San Mateo ss.
On June 18, 2015, before me, Allan S. Wagman,
Notary Public, personally appeared Allan S. Wagman, 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.

Susan C. Court
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: 7-12-2017

Date: 6/18/2015

By: [Signature]
Name: Douglas E. Buckley
Title: Vice President, Biology
Company: 3-V Biosciences, Inc.

State of Ca)
County of San Mateo) ss.
On June 18, 2015, before me, Susan C. Court,
Notary Public, personally appeared Douglas E. Buckley,
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
Place Notary Seal Above
My Commission Expires: 7-12-2017

