

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3402306

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
KENNETH W BAIR	06/05/2015
TORSTEN HERBERTZ	06/02/2015
GOSS S KAUFFMAN	06/02/2015
KATHERINE J KAYSER-BRICKER	06/02/2015
GEORGE P LUKE	06/02/2015
MATTHEW W MARTIN	06/02/2015
DAVID S MILLAN	06/03/2015
SHAWN E.R. SCHILLER	06/03/2015
ADAM C TALBOT	06/02/2015
MARK J TEBBE	06/12/2015

**RECEIVING PARTY DATA**

<b>Name:</b>	FORMA THERAPEUTICS, INC.
<b>Street Address:</b>	500 ARSENAL STREET
<b>Internal Address:</b>	SUITE 100
<b>City:</b>	WATERTOWN
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02472

**PROPERTY NUMBERS Total: 2**

Property Type	Number
<b>Application Number:</b>	14546896
<b>PCT Number:</b>	US2014066235

**CORRESPONDENCE DATA**

Fax Number:

*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.*

Email: mwaters@cooley.com

Correspondent Name: COOLEY LLP

Address Line 1: 1299 PENNSYLVANIA AVENUE, NW SUITE 700

Address Line 4: WASHINGTON, D.C. 20004-2400

<b>ATTORNEY DOCKET NUMBER:</b>	FOTH-009/02US
<b>NAME OF SUBMITTER:</b>	J. DEAN FARMER
<b>SIGNATURE:</b>	/J. Dean Farmer/
<b>DATE SIGNED:</b>	06/18/2015

**Total Attachments: 14**

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## ASSIGNMENT

**BAIR, Kenneth W.**, residing at 41 Cartwright Road, Wellesley, MA 02482; **HERBERTZ, Torsten**, residing at 25 Woodland Way, Stow, MA 01775; **KAUFFMAN, Goss S.**, residing at 4 Cranwood Road, Ledyard, CT 06339; **KAYSER-BRICKER, Katherine J.**, residing at 186 Alps Road, Branford, CT 06405; **LUKE, George P.**, residing at 17 Vienna Lane, Clinton, CT 06413; **MARTIN, Matthew W.**, residing at 98 Forest Street, Arlington, MA 02474; **MILLAN, David S.**, residing at c/o Forma Therapeutics, Inc., 500 Arsenal Street, Suite 100, Watertown MA 02472; **SCHILLER, Shawn E.R.**, residing at 614 Hildale Avenue, Haverhill, MA 01832; **TALBOT, Adam C.**, residing at 3 Hart Landing, Guilford, CT 06437; and **TEBBE, Mark J.**, residing at 282 Renfrew Street, Arlington, MA 02476 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **BENZOPIPERAZINE COMPOSITIONS AS BET BROMODOMAIN INHIBITORS**, 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. 14/546,896, and filed on November 18, 2014; and/or
- (3)  PCT application  
 (a)  bearing Application No. PCT/US2014/066235, and filed on November 18, 2014.

**WHEREAS, Forma Therapeutics, Inc.**, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 500 Arsenal Street, Suite 100, Watertown MA 02472 (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 a lawful owner of an undivided interest in 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 Assignee, 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: 6/5/15

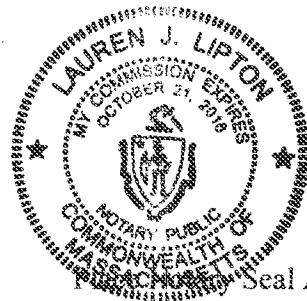
By: Kenneth W. Bair  
Kenneth W. Bair

State of MA )  
County of Norfolk ) ss.

On 6/5/15, before me, Lauren J Lipton,  
Notary Public, personally appeared Kenneth W. Bair,  
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.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public



Seal Above

My Commission Expires: 10/21/2016

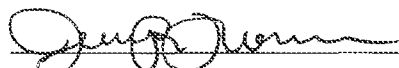
Date: 02 Jun 2015

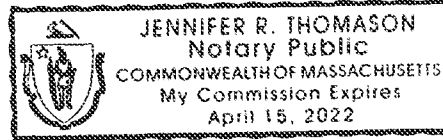
By:   
Torsten Herbertz

State of Massachusetts )  
 ) ss.  
County of Middlesex )

On June 2, 2015, before me, Jennifer Thomason,  
Notary Public, personally appeared Torsten Herbertz,  
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.

WITNESS my hand and official seal.

  
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: April 15, 2022


Date: 6/2/15

By: Goss S. Kauffman  
Goss S. Kauffman

State of Connecticut )  
County of New Haven ) ss. Brunerel

On 2nd day of June 2015, before me, Patrick Skelly,  
Notary Public, personally appeared Goss Kauffman,  
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.

WITNESS my hand and official seal.



Signature of Notary Public ***My Commission Expires  
October 31, 2017*** Place Notary Seal Above

My Commission Expires: \_\_\_\_\_



Date: 6/2/2015

By: Katharine J. Kayser-Bricker  
Katherine J. Kayser-Bricker

State of Connecticut )  
County of New Haven ) ss. Branford

On 2nd day of June 2015 before me, Patrick Skelly,  
Notary Public, personally appeared Katherine Kayser-Bricker,  
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.

WITNESS my hand and official seal.

[Signature]

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: **My Commission Expires**  
**October 31, 2017**

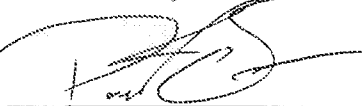
Date: 02 Jun 2015

By:   
George P. Luke

State of Connecticut  
County of New Haven ) ss. Bradford

On 2nd day of June 2015 before me, Patrick Skelly,  
Notary Public, personally appeared George Luke,  
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.

WITNESS my hand and official seal.



Signature of Notary Public

Place Notary Seal Above

My Commission Expires: **My Commission Expires**  
**October 31, 2017**

Date: 6/2/2015

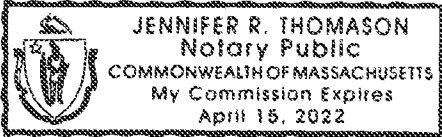
By: Matthew W. Martin  
Matthew W. Martin

State of Massachusetts )  
 ) ss.  
 County of Middlesex )

On June 2, 2015, before me, Jennifer Thomason,  
 Notary Public, personally appeared Matthew Martin,  
 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.

WITNESS my hand and official seal.

Jennifer Thomason  
 Signature of Notary Public



Place Notary Seal Above

My Commission Expires: April 15, 2022

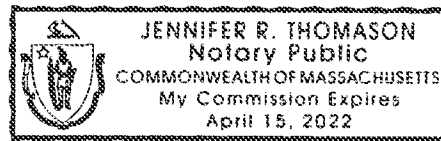
Date: 06/03/2015


By:   
David S. Millan

State of Massachusetts )  
 ) ss.  
County of Middlesex )

On June 3, 2015, before me, Jennifer Thomason,  
Notary Public, personally appeared David S. Millan,  
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.

WITNESS my hand and official seal.



  
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: April 15, 2022

Date: June 3, 2015

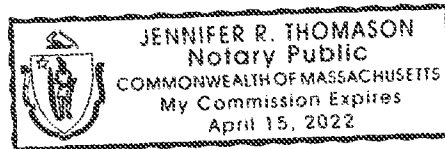
By: Shawn E.R. Schiller  
Shawn E.R. Schiller

State of Massachusetts )  
 ) ss.  
County of Middlesex )

On June 3, 2015, before me, Jennifer Thomason,  
Notary Public, personally appeared Shawn E.R. Schiller,  
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.

WITNESS my hand and official seal.

Jennifer Thomason  
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: April 15, 2022

Date: 6/2/2015

By: *Adam C. Talbot*  
Adam C. Talbot

State of Connecticut )  
 County of New Haven ) ss. Benford

On 2<sup>nd</sup> day of June 2015, before me, Patrick Skelly,  
 Notary Public, personally appeared Adam Talbot,  
 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.

WITNESS my hand and official seal.

*Patrick Skelly*  
 Signature of Notary Public

Place Notary Seal Above

**My Commission Expires**  
**October 31, 2017**

My Commission Expires: \_\_\_\_\_

Date: 6/12/15

By: [Signature]  
Mark J. Tebbe

~~COMMONWEALTH~~  
 State of MASSACHUSETTS )  
 ) ss.  
 County of SUFFOLK )

On 6/12/2015, before me, STEPHANIE K. KOH,  
 Notary Public, personally appeared MARK J. TEBBE,  
 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.

WITNESS my hand and official seal.

[Signature]  
 Signature of Notary Public

My Commission Ex 1/28/2022



Place Notary Seal Above

