

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3446457

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/15/2015

CONVEYING PARTY DATA

Name	Execution Date
D. E. DURAND FAMILY LIMITED PARTNERSHIP	07/15/2015

RECEIVING PARTY DATA

Name:	FAS SECURED CREDITORS HOLDCO, LLC
Street Address:	C/O 1635 MARKET STREET 7TH FLOOR
Internal Address:	SPECTOR GADON & ROSEN, PC
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19103

PROPERTY NUMBERS Total: 40

Property Type	Number
Application Number:	10764451
Application Number:	10519804
Application Number:	10533311
Application Number:	11597538
Application Number:	12309418
Application Number:	12309419
Application Number:	12309488
Application Number:	12513888
Application Number:	60702316
Application Number:	60702322
Application Number:	60857513
Application Number:	61266132
Application Number:	10520506
Application Number:	10566029
Application Number:	10593710
Application Number:	12309422
Application Number:	12995663
Application Number:	13002967

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Property Type	Number
Application Number:	60771935
Application Number:	60182901
Application Number:	13273740
Application Number:	09504891
Application Number:	12686691
Application Number:	60392809
PCT Number:	US2011511901
PCT Number:	US2005000732
PCT Number:	US2013036639
PCT Number:	US2007505165
PCT Number:	US2010228956
PCT Number:	US2013117677
PCT Number:	US2003265767
PCT Number:	US2005000365
PCT Number:	US2011517507
PCT Number:	US2008006326
Application Number:	14075776
Application Number:	10593090
Application Number:	60987763
Application Number:	60891928
Patent Number:	8247188
Application Number:	14465403

CORRESPONDENCE DATA

Fax Number: (215)531-9164

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: 2152418866

Email: sjaskiewicz@lawsgr.com

Correspondent Name: STANLEY P JASKIEWICZ, ESQUIRE

Address Line 1: 1635 MARKET STREET 7TH FLOOR

Address Line 2: SPECTOR GADON & ROSEN, PC

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	134
NAME OF SUBMITTER:	/DOUGLAS N DURAND/
SIGNATURE:	/DOUGLAS N DURAND/
DATE SIGNED:	07/20/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 4

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REEL: 036137 FRAME: 0685

BILL OF SALE AND ASSIGNMENT AGREEMENT

FASgen, Inc., a Delaware corporation ("Debtor"), by D.E. Durand Family Limited Partnership, acting under powers of attorney granted in the Bridge Notes (as defined below) on behalf of the Secured Parties (as defined below) in their capacity as holders of a security interest in all of the assets of Debtor, in exchange for the receipt of consideration valued at Seventy-five Thousand Dollars (\$75,000.00) (the "Purchase Price") and other good and valuable consideration, hereby sells, conveys, grants, assigns, transfers and sets over to and vests in Purchaser (as defined below), as the nominee of the Secured Parties, its successors and assigns forever, all of the Debtor's right, title, benefit, privileges and interest in and to all of its assets, including, without limitation, the assets described on Exhibit A attached hereto and incorporated herein by reference (the "Purchased Assets").

The term "Bridge Notes" refers to those certain Secured Convertible Promissory Notes and Security Agreements signed by Debtor in favor of the secured parties listed on Exhibit B attached hereto and incorporated herein by reference (the "Secured Parties") in a series of tranches issued on different dates, commencing March 4, 2011. The Secured Parties have designated FAS Secured Creditors Holdco, LLC, a Delaware limited liability company (the "Purchaser"), as their nominee to receive title to the Assets.

THE ASSETS ARE BEING TRANSFERRED HEREUNDER FREE AND CLEAR OF ANY AND ALL MORTGAGES, LIENS, CLAIMS, PLEDGES, CHARGES, SECURITY INTERESTS OR OTHER ENCUMBRANCES OR INTERESTS OF ANY KIND, BUT ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS, AND WITHOUT EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS, OR OF ANY RIGHT TO TITLE, POSSESSION OR QUIET ENJOYMENT OF THE ASSETS, AND THE LIKE.

Debtor hereby declares that as to any Purchased Assets or any interest in any Purchased Assets intended to be sold, conveyed, assigned, transferred and set over to Purchaser pursuant to this Bill of Sale and Assignment Agreement, in respect of which title may not have passed to Purchaser by virtue of this Bill of Sale and Assignment Agreement or by virtue of any transfers or conveyances that may from time to time be executed and delivered in pursuance of the covenants contained in this Bill of Sale and Assignment Agreement, Debtor holds the same in trust for Purchaser (and its successors and assigns) to sell, convey, transfer, assign and set over the same as Purchaser may from time to time direct.

At any time and from time to time after the date hereof, and without further consideration, Debtor shall execute and deliver, or shall cause to be executed and delivered, such other instruments and take such other actions as may be reasonably requested to carry out the intent and purposes of this Bill of Sale and Assignment Agreement and to transfer the Purchased Assets to Purchaser.

This Assignment shall be binding upon and inure to the benefit of Debtor, Secured Parties and Purchaser, and their respective successors and assigns.

This Bill of Sale and Assignment Agreement and all matters relating to or arising out of this Bill of Sale and Assignment Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale and Assignment Agreement to be executed as of the 15th day of July, 2015.

FASGEN, INC:

By: D.E. Durand Family Limited Partnership, under powers of attorney in the Bridge Notes (as defined above)

By: Durand Associates, LLC, General Partner

By: 
Douglas N. Durand, Manager

ACCEPTED BY PURCHASER:

FAS SECURED CREDITORS HOLDCO, LLC

By: Durand Associates, LLC, Manager

By: 
Douglas Durand, Manager

ACKNOWLEDGED AND AGREED TO BY SECURED PARTIES:

D.E. DURAND FAMILY LIMITED PARTNERSHIP, on behalf of the Secured Parties

By: Durand Associates, LLC, General Partner

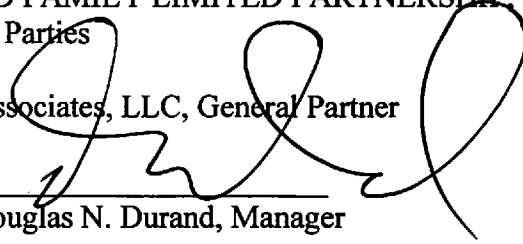
By: 
Douglas N. Durand, Manager

EXHIBIT A
PURCHASED ASSETS

All of the assets of FASgen, Inc., including, without limitation, the following:

- FASgen's proprietary chemistry library exceeding 1,000 small molecular weight compounds.
- Patents and patent applications of FASgen.
- Research documentation and laboratory notes related to the development of compounds by FASgen.
- License rights of FASgen, to the extent assignable.
- Compounds derived from the foregoing.
- All tangible assets of FASgen used in or in connection with the development of the foregoing, including all lab equipment and supplies.
- All of FASgen's books relating to any or all of the foregoing; any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements of any or all of the foregoing; and all products, proceeds and insurance proceeds of any or all of the foregoing.

EXHIBIT B
SECURED PARTIES

D.E. Durand Family Limited Partnership

David S. Hungerford, MD

Kyle Hungerford

Lara Hungerford

Marc W. Hungerford

James A. Oakey Children's Trust

MASA Life Sciences Ventures, LP