## 503431550 08/11/2015

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3478175

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
CHRISTOPHER J. BURNS	08/04/2015
DENIS DAIGLE	07/30/2015
BIN LIU	07/30/2015
DANIEL MCGARRY	07/30/2015
DANIEL C. PEVEAR	08/04/2015
ROBERT E. LEE TROUT	08/04/2015
RANDY W. JACKSON	08/03/2015

#### **RECEIVING PARTY DATA**

Name:	VENATORX PHARMACEUTICALS, INC.
Street Address:	30 SPRING MILL DRIVE
City:	MALVERN
State/Country:	PENNSYLVANIA
Postal Code:	19355

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14759853

### **CORRESPONDENCE DATA**

**Fax Number:** (650)493-6811

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:** 6504939300

Email: ahirano@wsgr.com, patentdocket@wsgr.com
Correspondent Name: WILSON SONSINI GOODRICH & ROSATI

Address Line 1: 650 PAGE MILL ROAD

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	41223-704.831
NAME OF SUBMITTER:	ANGIE HIRANO
SIGNATURE:	/Angie Hirano/
DATE SIGNED:	08/11/2015

PATENT REEL: 036298 FRAME: 0521

# **Total Attachments: 5** source=41223-704-831\_Assignment#page1.tif source=41223-704-831\_Assignment#page2.tif source=41223-704-831\_Assignment#page3.tif

source=41223-704-831\_Assignment#page4.tif source=41223-704-831\_Assignment#page5.tif

**PATENT REEL: 036298 FRAME: 0522** 

#### PATENT ASSIGNMENT

Docket Number 41223-704.831

WHEREAS, the undersigned:

- BURNS, Christopher J. 1806 Hawkweed Way Malvern, PA 19355
- PEVEAR, Daniel C.
   McIlvain Drive
   Downingtown, PA 19335
- 2. DAIGLE, Denis 1805 Marcher Court Street, MD 21154
- 6. TROUT, Robert E. Lee 222 E. 9<sup>th</sup> Avenue Collegeville, PA 19426
- 3. LIU, Bin 1506 Dahlia Circle Dayton, NJ 08810
- JACKSON, Randy W. 483 O'Rea Creek Road Livingston, MT 59047

McGARRY, Daniel
 Ashtree Lane
 Malvem, PA 19355

(hereinafter "Inventor(s))," have invented certain new and useful improvements in

#### **BETA-LACTAMASE INHIBITORS**

of for which application serial number 14/750.853, a U.S. National Phase of PCT/US14/11144 filed on January 10, 2014 in the U.S. Receiving Office of the Patent Cooperation Treaty, was filed in the United States Patent and Trademark Office on July 8, 2015:

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, <u>VenatoRs Pharmacouticals Ins.</u>, a corporation of the State of <u>Delaware</u>, having a place of business at <u>30 Sprine Mill Drive</u>, <u>Malvarm PA 19355</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- 2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

Attorney Docket No. 41223-704,831, Patent Appl. No. 14/759,853 Page 1 of 5

PATENT ASSIGNMENT	Docket Number 41223-704.831
IN WITNESS WHERFOF, said Inventor(s) have executed and delivered	this instrument to said Assignce as of the dates written below:
Date: \$///(5 Christopher J. BURNS	
A notary public or other officer completing this certificate verifies only the identity attached, and not the truthfulness, accuracy, or validity of that document.	of the individual who signed the document to which this certificate is
State of September J. BURNS  State of September J. BURNS	There Insert Name and Title of the Officer
Name(s) of S.	igner(s)
who proved to me on the basis of satisfactory evidence to be the person(s) whose to me that he/she/they executed the same in his/her/their authorized capacity(ies), or the entity upon behalf of which the person(s) acted, executed the instrument.	name(s) is/are subscribed to the within instrument and acknowledged and that by his/her/their signature(s) on the instrument the person(s),
COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL	I certify under PENALTY, OF PERJURY under the laws of the State of person of the foregoing paragraph is true and correct.
Anne Marie Giannopoulos, Notary Public Charlestown Twp., Chester County My Commission Expires July 29, 2018 **ENDER: PERROTUVARIA ASSOCIATION OF NOTARIES  Place Notary Seal Above	WITNESS my hund and official seal. Signature (Fac May Signature of Futury Public)
Date: 07-30-lok Denis DATGLE	
A notary public or other officer completing this certificate verifies only the identity attached, and not the truthfulness, accuracy, or validity of that document.	of the individual who signed the document to which this certificate is
State of Lean Sylvania County of Charles before me, Anne Marie Cap	7 (Annopodo 3 Here Insilin Name and Title of the Officer
personally appeared <u>Denis DAIGLE</u> Name(s) of S.	igner(s)
who proved to me on the basis of satisfactory evidence to be the person(s) whose to me that he/she/they executed the same in his/her/their authorized capacity(ies), or the entity upon behalf of which the person(s) acted, executed the instrument.	and that by his/her/their signature(s) on the instrument the person(s),  I certify under PENALTY OF PERBURY under the
COMMONWEALTH OF PENNSYLVANIA  NOTARIAL SEAL  Anne Marie Giannopoulos, Notary Public Charlestown Twp., Chester County My Commission Expires July 29, 2018 WENNER, FENNSYLVANIA ASSOCIATION OF NOTARIES	laws of the State of Lanse 1821 a that the foregoing paragraph is true and correct.  WITNESS my beaut and official seat.  Signature 122 Lau Mark 1945  Signature of Nonary Public
Place Notary Seal Above	Magazine.

		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
£ . J	PATENT ASSIGNMENT		Docket Number 41223-704.831
Date: 7/8//15	2570		
, i Bin	LIU		
	completing this certificate verifies only the i	dentity of the individua	al who signed the document to which this certificate is
12 11.	<i>A</i>		
County of County	Salar Walter Street William	e (Litan x7xeril	hs
On 7/30/2018 Date personally appeared Bin LIU	OCNIC West of Market Pl field 18	Here Tylart Nan	/08 ne and Title of the Officer
paraonary appearon <u>association</u>	Name(	(s) of Signer(s)	
to me that he/she/they executed		ty(ies), and that by his/l	ubscribed to the within instrument and acknowledged her/their signature(s) on the instrument the person(s)
COMMONWE	LETH OF PENNSYLVANIA OTARIAL SEAL		I certify under PENALTY OF PERIORY under the laws of the State of Jenning 1990 asket the
Anne Marie C	ilannopoulos, Notary Public en Twp., Chester County		foregoing paragraphy is true and for yest.
My Commis	sion Expires July 29, 2018 VANIA ASSOCIATION OF NOTABLES		WITSESS up hand and official seat. Signature year 1 2000
			Signfuire of Natury Public
Place Notai	y Seal Above		
Date: 7 30/15 The Dani	el MeGARRY Johns		
	completing this certificate verifies only the i as, accuracy, or validity of that document.	dentity of the individua	al who signed the document to which this certificate is
State of County	before me. Long M	rie Aran	ornis das
On	7	Nere Insert Xan	nicand Title of the Officer
bosonia abbanco minimum		(s) of Signer(s)	
to me that he/she/they executed	of satisfactory evidence to be the person(s) the same in his/her/their authorized capacit ch the person(s) acted, executed the instrume	ty(ies), and that by his/l	ubscribed to the within instrument and acknowledged her/their signature(s) on the instrument the person(s)
	MMONWEALTH OF PENNSYLVANIA  NOTARIAL SEAL  Anne Marie Glannopoulos, Notary Public  Charlestown Twp., Chester County  My Commission Expires July 29, 2018		I certify under PINALTN OF PURURY under the laws of the State of tenant frame that the foregoing paragraph is true and enrect.  WITNESS my hand and official seal.  Signature of Notary Public
	ser, pennsylvahia association of notanies y Seal Above		
	<u> </u>		No.

PATENT ASSIGNMENT	Docket Number 41223-704.831
Date: 8/4/30/15 Bankel C. PEVEAR	
A notary public or other officer completing this certificate verifies only the identity of the attached and not the truthfulness, accuracy, or validity of that document.	e individual who signed the document to which this certificate is
personally appeared Daniel C. PEVEAR	THE TOTAL AND THE Officer  Insert Name and Title of the Officer
Name(s) of Signer(	(9)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name to me that he/she/they executed the same in his/her/their authorized capacity(ies), and to the entity upon behalf of which the person(s) acted account the instrument.  COMMONWEAUTH OF PENNSY VANIA  NOTARIAL SEAL  Anne Marie Giannopoulos, Notary Public  Charlestown Twp., Chester County  My Commission Expires July 29, 2018  **ENSER**, PENNSYLVANIA ASSOCIATION OF NOTANIES	(s) is/are subscribed to the within instrument and acknowledged hat by his/her/their signature(s) on the instrument the person(s),  I certify under PENALTY OF PERJURY under the laws of the State of AME (MAC) at that the foregoing paragraph is true and correct.  WITNESS my hand and official scal.  Signature AME (Signature of Natary Future)
Place Notary Seal Above	
Date: 8/4/2015 Alet & Class	
A notary public or other officer completing this certificate verifies only the identity of the attacked and not the truthfulness, accuracy, or validity of that document.	e individual who signed the document to which this certificate is
State of / County of County of Date before me note the Here personally appeared Robert E. Lee TROUT	THEN 19 John Street Name apld Jule of the Officer
Name(s) of Signer	(s)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name to me that he/she/they executed the same in his/her/their authorized capacity(ies), and to or the entity upon behalf of which the person(s) acted, executed the instrument.  COMMONWEALTH OF PENNSYLVANIA  NOTARIAL SEAL  Anne Marie Giannopoulos, Notary Public	hat by his/her/their signature(s) on the instrument the person(s),  I certify under PENALTY OF PERJURY under the laws of the State of San Style And the foregoing paragraph is true and correct.  WITNESS my happ and official scal
Charlestown Twp., Chester County My Commission Expires July 29, 2018	Signature 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

Place Notary Seal Above

PATENT ASSIGNMENT	Docket Number 41223-704.831
Date: 2/3/2015 Randy W. JACKSON	
A notary publis or other officer completing this certificate verifies only the identity of the attached, and not the truthfulness, accuracy, or validity of that document.	individual who signed the document to which this certificate is
	nsert Name and Title of the Officer
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 the 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 Managers, that the foregoing paragraph is true and correct.  WITNESS my hand and official scal.  Signature All Signature of Notary Public
or the entity upon behalf of which the person(s) acted, executed the instrument.  CARRIE M. BROWN NOTARY PUBLIC for the State of Montana Residing at Livingaton, Montana My Commission Expires	I certify under PENALTY OF PERJURY under the laws of the State of N. KANGSA. that the foregoing paragraph is true and correct.  WITNESS my hand and official acat.  Signature QUUL: W. ESIGUA.

Attorney Docket No. 41223-704,831, Patent Appl. No. 14/759,853 Page 5 of 5

7510869\_1.docx

**RECORDED: 08/11/2015** 

PATENT REEL: 036298 FRAME: 0527