

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3502498

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ULTIZYME INTERNATIONAL LTD.	11/17/2010
RECEIVING PARTY DATA	
Name:	ARKRAY, INC.
Street Address:	57, NISHIAKETA-CHO, HIGASHIKUJO
Internal Address:	MINAMI-KU, KYOTO-SHI
City:	KYOTO
State/Country:	JAPAN
Postal Code:	601-8045
Name:	ULTIZYME INTERNATIONAL LTD.
Street Address:	1-13-16, MINAMI
Internal Address:	MEGURO-KU
City:	TOKYO
State/Country:	JAPAN
Postal Code:	152-0013
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13655865
CORRESPONDENCE DATA	
Fax Number:	(202)739-3001
<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>	
Phone:	202.739.5234
Email:	wapatents@morganlewis.com, janice.lee@morganlewis.com
Correspondent Name:	JANICE H.LEE
Address Line 1:	MORGAN, LEWIS & BOCKIUS LLP
Address Line 2:	1111 PENNSYLVANIA AVENUE, N.W.
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	68022-5154-US-01
NAME OF SUBMITTER:	JANICE H. LEE

SIGNATURE:	/Janice H. Lee/
DATE SIGNED:	08/27/2015
Total Attachments: 3 source=Assignment from Ultizyme to ARKRAY-Joint#page1.tif source=Assignment from Ultizyme to ARKRAY-Joint#page2.tif source=Assignment from Ultizyme to ARKRAY-Joint#page3.tif	

ASSIGNMENT OF PATENT RIGHTS

This Assignment of Patent Rights (this "Assignment") is made as of the 17th day of November 2010 (the "effective date") by and between

- (1) ULTIZYME INTERNATIONAL LTD., a company incorporated in Japan and whose registered office is at 1-13-16, Minami, Meguro-ku, Tokyo 152-0013 Japan (the "Assignor"); and
- (2) ARKRAY, Inc., a company incorporated in Japan whose registered office is 57, Nishiaketa-cho, Higashikujo, Minami-ku, Kyoto-shi, Kyoto 601-8045 Japan ("the "Assignee").

Recitals

- (A) WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to U.S. Patent Application No. 12/665,656 filed on December 18, 2009 and U.S. Patent Application No. 10/574,085 filed on April 16, 2007 (the "Patent Applications") and in and to the inventions and improvements disclosed in such Patent Applications.
- (B) WHEREAS, Assignor has agreed to assign to Assignee a less than the entire legal right, title and interest in and to the Patent Applications, respectively, and in and to the inventions and improvements disclosed in such Patent Applications, with the result that Assignor and Assignee will share an equal ownership interest in the Patent Applications.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Assignment**

For consideration paid by Assignee to Assignor, the receipt of which is hereby acknowledged, Assignor hereby assigns, sells and transfers to Assignee, free from all and any charges or other third party rights, the following rights (the "Patent Rights") with the result that Assignor and Assignee will share an equal ownership interest in the Patent Applications:

- 1.1 less than the entirety of Assignor's legal right, title and interest in and to the Patent Applications, any rights under the applicable treaties and conventions, any rights of priority with respect to the Patent Applications including any divisional, continuation and continuation-in-part applications claiming, directly or indirectly, the benefit of, or priority to, the Patent Applications, any patents in the U.S. that may be granted to or on any of the foregoing applications ("Subsequent Patents"), any reissues, re-examinations or extensions of such Subsequent Patents, to the full end of the term for which the Subsequent Patents have been granted, reissued, re-examined or extended;
- 1.2 less than the entirety of Assignor's legal right, title and interest in and to the inventions and improvements disclosed in the Subsequent Patents and Patent Applications; and
- 1.3 any and all causes of action, claims, demands or other rights occasioned from or because of any and all past and future infringement of any of the Subsequent Patents or Patent Applications, including all rights to recover damages, profits and injunctive relief for infringement of any of the Subsequent Patents or Patent Applications.

2. **Further Action**

Assignor agrees, at the reasonable request of Assignee: (a) to execute and deliver any further documents and to take any further actions reasonably necessary to enable Assignee to become a joint registered owner of the Patent Rights and to secure the benefits of the rights hereby assigned; and (b) to aid in securing and maintaining patent protection for the Patent Rights, including, without limitation, cooperating in any proceedings involving examinations, re-examinations, reissues, opposition and

cancellation proceedings, interferences, infringement proceedings, court actions and the like.

3. Recordation


Assignor hereby authorizes the United States Commissioner of Patents and Trademarks and, as appropriate, the corresponding officials of other countries, to record this Assignment.

4. Governing Law and Jurisdiction

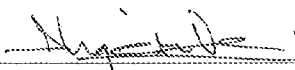
The interpretation and construction of this Agreement shall be governed by the laws of Japan and the Parties hereby submit to the exclusive jurisdiction of the courts of Japan for any action, suit or proceeding arising out of or relating to this Agreement.

THIS ASSIGNMENT IS EXECUTED by the authorized representatives of the parties and is effective from the date first written above.

ULTIZYME INTERNATIONAL LTD.

Signature: 
Name: Kumiko, Sode
Title: President
Date: Sep. 12, 2011

ARKRAY, Inc.

Signature: 
Name: Shigeru, Doi
Title: President & CEO
Date: Oct. 3, 2011