

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3504753

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
D. LYNN KIRKPATRICK	06/30/2015
MARTIN INDARTE	06/17/2015
NATHAN T. IHLE	08/13/2015
RECEIVING PARTY DATA	
Name:	PHUSIS THERAPEUTICS, INC.
Street Address:	3210 MERRYFIELD ROW
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14649349
CORRESPONDENCE DATA	
Fax Number:	(412)281-0717
<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:	412-454-5000
Email:	docketingpgh@pepperlaw.com
Correspondent Name:	PEPPER HAMILTON LLP
Address Line 1:	500 GRANT STREET
Address Line 2:	SUITE 5000
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219-2507
ATTORNEY DOCKET NUMBER:	135908.00301
NAME OF SUBMITTER:	ROSE COLLIER
SIGNATURE:	/Rose Collier/
DATE SIGNED:	08/28/2015
Total Attachments: 16	
source=Executed_Assignment_KIRKPATRICK#page1.tif	
source=Executed_Assignment_KIRKPATRICK#page2.tif	
source=Executed_Assignment_KIRKPATRICK#page3.tif	

source=Executed_Assignment_KIRKPATRICK#page4.tif
source=Executed_Assignment_KIRKPATRICK#page5.tif
source=Executed_Assignment_INDARTE#page1.tif
source=Executed_Assignment_INDARTE#page2.tif
source=Executed_Assignment_INDARTE#page3.tif
source=Executed_Assignment_INDARTE#page4.tif
source=Executed_Assignment_INDARTE#page5.tif
source=Executed_Assignment_IHLE#page1.tif
source=Executed_Assignment_IHLE#page2.tif
source=Executed_Assignment_IHLE#page3.tif
source=Executed_Assignment_IHLE#page4.tif
source=Executed_Assignment_IHLE#page5.tif
source=Executed_Assignment_IHLE#page6.tif

ASSIGNMENT

WHEREAS, I, **D. Lynn Kirkpatrick** (hereinafter "Assignor"), am an inventor of a certain new and useful invention(s) as set forth and disclosed in the patent application(s) listed in **Schedule A** attached hereto (hereinafter the "Invention"):

WHEREAS, **Phusis Therapeutics, Inc.**, having an address of 3210 Merryfield Row, San Diego, California 92121 (hereinafter "Assignee"), is desirous of acquiring Assignor's entire right, title and interest in and to said Invention and in and to any and all Letters Patent of the United States and foreign countries that may be obtained therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, effective as of at least December 14, 2012, and does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, Assignor's entire right, title and interest in and to said Invention as set forth in the scheduled application(s), including any applications which claim priority to the scheduled application(s), any application(s) to which the scheduled application(s) claim priority, and any continuations, continuations-in-part, divisions, registrations, reissues, re-examinations or extensions thereof, whether in the U.S. or any foreign country, and in and to any and all patents of the United States and foreign countries which may be issued for said Invention;

AND for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns all rights to claim priority rights deriving from the Invention and scheduled application(s); all causes of action and remedies related to the Invention and scheduled application(s) (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and any and all other rights and interests arising out of, in connection with, or in relation to the Invention and scheduled application(s).

UPON SAID CONSIDERATION, Assignor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Assignment, and that Assignor will, at any time upon request, without further or additional consideration, but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for or obtaining original patents or applications, continuations, continuations-in-part, divisions, registrations, reissues, re-examinations or extensions thereof, whether in the U.S. or any foreign country, for said Invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any and all proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of Assignor and Assignee.

The undersigned hereby grant(s) the firm of PEPPER HAMILTON LLP the power to insert on this Assignment any further identification, including the country, application

Agreed and accepted:

PHUSIS THERAPEUTICS, INC.

Date: 6/30/15

Assignee: [Signature]
By: LYNN KIRKPATRICK
Title: CEO

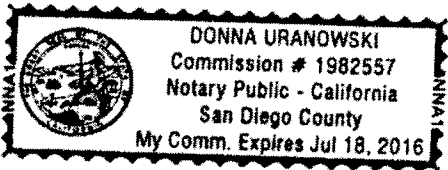
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO) SS:

On this 30th day of JUNE, 2015, before me, a Notary Public, the undersigned officer, personally appeared D. LYNN KIRKPATRICK to me known (or satisfactorily proven) to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

SEAL

[Signature]
Notary Public
My commission expires 7/18/16



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of SAN DIEGO)

On _____ before me, DONNA URANOWSKI, Notary Public

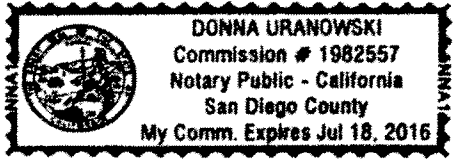
Date Here Insert Name and Title of the Officer

personally appeared D. LYNN KIRKPATRICK
Name(s) of Signer(s)

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 Donna Uranowski
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: PATENT ASSIGNMENT Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

SCHEDULE A

<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
US	61/737,658	12/14/2012	METHODS AND COMPOSITIONS FOR INHIBITING CNKSR1
WO	PCT/US2013/075505	12/16/2013	METHODS AND COMPOSITIONS FOR INHIBITING CNKSR1
US	14/649,349	06/03/2015	METHODS AND COMPOSITIONS FOR INHIBITING CNKSR1

ASSIGNMENT

WHEREAS, I, **Martin Indarte** (hereinafter "Assignor"), am an inventor of a certain new and useful invention(s) as set forth and disclosed in the patent application(s) listed in **Schedule A** attached hereto (hereinafter the "Invention"):

WHEREAS, **Phusis Therapeutics, Inc.**, having an address of 3210 Merryfield Row, San Diego, California 92121 (hereinafter "Assignee"), is desirous of acquiring Assignor's entire right, title and interest in and to said Invention and in and to any and all Letters Patent of the United States and foreign countries that may be obtained therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, effective as of at least December 14, 2012, and does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, Assignor's entire right, title and interest in and to said Invention as set forth in the scheduled application(s), including any applications which claim priority to the scheduled application(s), any application(s) to which the scheduled application(s) claim priority, and any continuations, continuations-in-part, divisions, registrations, reissues, re-examinations or extensions thereof, whether in the U.S. or any foreign country, and in and to any and all patents of the United States and foreign countries which may be issued for said Invention;

AND for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns all rights to claim priority rights deriving from the Invention and scheduled application(s); all causes of action and remedies related to the Invention and scheduled application(s) (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and any and all other rights and interests arising out of, in connection with, or in relation to the Invention and scheduled application(s).

UPON SAID CONSIDERATION, Assignor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Assignment, and that Assignor will, at any time upon request, without further or additional consideration, but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for or obtaining original patents or applications, continuations, continuations-in-part, divisions, registrations, reissues, re-examinations or extensions thereof, whether in the U.S. or any foreign country, for said Invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any and all proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of Assignor and Assignee.

The undersigned hereby grant(s) the firm of PEPPER HAMILTON LLP the power to insert on this Assignment any further identification, including the country, application

Attorney Docket No. 135908.00301

PATENT

number, filing date and/or title, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or other patent office for recordation of this document; and

The undersigned requests that any patents that may be issued for said Invention be issued to said Assignee, its legal representatives, successors or assigns, as an owner of my entire right, title and interest in and to said patent and the invention covered thereby.

Date: JUNE 17TH, 2015 Assignor: *Martin Indarte*
Martin Indarte

ACKNOWLEDGMENT

STATE OF BUENOS AIRES)
) SS: 087-92-4184
COUNTY OF ARGENTINA) 24 497.392 PASSPORT #

On this _____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared Martin Indarte, to me known (or satisfactorily proven) to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

S E A L

Notary Public

My commission expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN DIEGO)
On _____ before me, DONNA URANOWSKI, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared D. LYNN KIRKPATRICK
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: PATENT ASSIGNMENT Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:
[] Corporate Officer - Title(s): [] Corporate Officer - Title(s):
[] Partner - [] Limited [] General [] Partner - [] Limited [] General
[] Individual [] Attorney in Fact [] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator [] Trustee [] Guardian or Conservator
[] Other: [] Other:
Signer Is Representing: Signer Is Representing:

SCHEDULE A

<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
US	61/737,658	12/14/2012	METHODS AND COMPOSITIONS FOR INHIBITING CNKSR1
WO	PCT/US2013/075505	12/16/2013	METHODS AND COMPOSITIONS FOR INHIBITING CNKSR1
US	14/649,349	06/03/2015	METHODS AND COMPOSITIONS FOR INHIBITING CNKSR1

ASSIGNMENT

WHEREAS, I, **Nathan T. Ihle** (hereinafter "Assignor"), am an inventor of a certain new and useful invention(s) as set forth and disclosed in the patent application(s) listed in **Schedule A** attached hereto (hereinafter the "Invention"):

WHEREAS, **Phusis Therapeutics, Inc.**, having an address of 3210 Merryfield Row, San Diego, California 92121 (hereinafter "Assignee"), is desirous of acquiring Assignor's entire right, title and interest in and to said Invention and in and to any and all Letters Patent of the United States and foreign countries that may be obtained therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, effective as of at least December 14, 2012, and does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, Assignor's entire right, title and interest in and to said Invention as set forth in the scheduled application(s), including any applications which claim priority to the scheduled application(s), any application(s) to which the scheduled application(s) claim priority, and any continuations, continuations-in-part, divisions, registrations, reissues, re-examinations or extensions thereof, whether in the U.S. or any foreign country, and in and to any and all patents of the United States and foreign countries which may be issued for said Invention;

AND for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns all rights to claim priority rights deriving from the Invention and scheduled application(s); all causes of action and remedies related to the Invention and scheduled application(s) (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and any and all other rights and interests arising out of, in connection with, or in relation to the Invention and scheduled application(s).

UPON SAID CONSIDERATION, Assignor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Assignment, and that Assignor will, at any time upon request, without further or additional consideration, but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for or obtaining original patents or applications, continuations, continuations-in-part, divisions, registrations, reissues, re-examinations or extensions thereof, whether in the U.S. or any foreign country, for said Invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any and all proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of Assignor and Assignee.

The undersigned hereby grant(s) the firm of PEPPER HAMILTON LLP the power to insert on this Assignment any further identification, including the country, application

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN DIEGO

On AUGUST 13, 2015 before me, SANDRA SEDANO, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared NATHAN THOMAS IHLE
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 Sandra Sedano (Seal)



Agreed and accepted:

PHUSIS THERAPEUTICS, INC.

Date: 6/30/15

Assignee: [Signature]
By: LYNN KIRKPATRICK
Title: CEO

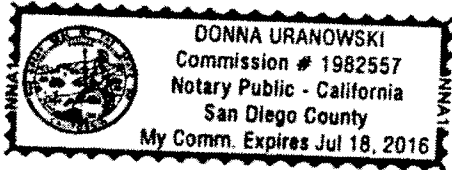
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO) SS:

On this 30th day of JUNE, 2015, before me, a Notary Public, the undersigned officer, personally appeared D. LYNN KIRKPATRICK to me known (or satisfactorily proven) to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

SEAL

[Signature]
Notary Public
My commission expires 7/18/16



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

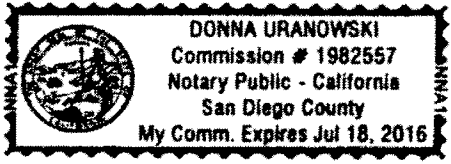
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN DIEGO)
On _____ before me, DONNA URANOWSKI, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared D. LYNN KIRKPATRICK
Name(s) of Signer(s)

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 Donna Uranowski
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: PATENT ASSIGNMENT Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

SCHEDULE A

<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
US	61/737,658	12/14/2012	METHODS AND COMPOSITIONS FOR INHIBITING CNKSR1
WO	PCT/US2013/075505	12/16/2013	METHODS AND COMPOSITIONS FOR INHIBITING CNKSR1
US	14/649,349	06/03/2015	METHODS AND COMPOSITIONS FOR INHIBITING CNKSR1