## 503487935 09/21/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3534560

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
HYDRA BIOSCIENCES, INC.	09/09/2015

#### **RECEIVING PARTY DATA**

Name:	CUBIST PHARMACEUTICALS, INC.	
Street Address:	65 HAYDEN AVENUE	
City:	LEXINGTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02421	

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

Property Type	Number
Application Number:	13832240

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	2011440-0025
NAME OF SUBMITTER:	JOHN P. REARICK
SIGNATURE:	/John P. Rearick/
DATE SIGNED:	09/21/2015

#### **Total Attachments: 3**

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PATENT 503487935 REEL: 036610 FRAME: 0551

### CONFIRMATION OF ASSIGNMENT

WHEREAS, HYDRA BIOSCIENCES, INC. ("Hydra"), having a principal place of business at 790 Memorial Drive, Cambridge, MA 02139, has an interest in the patent applications listed on Schedule A, attached hereto (collectively, the "Patents"), by virtue of assignment from at least one inventor;

WHEREAS, CUBIST PHARMACEUTICALS, INC. ("Cubist"), having a principal place of business at 65 Hayden Avenue, Lexington, MA 02421, has an interest in the Patents by virtue of assignment from at least one inventor;

WHEREAS, Cubist and Hydra have previously agreed that the right, title, and interest in and to the Patents shall be owned by Cubist; and

WHEREAS, Cubist and Hydra wish to confirm that Hydra has assigned and/or hereby assigns to Cubist, all right, title, and interest in the Patents;

NOW THEREFORE, in consideration of agreements previously and duly entered into between Cubist and Hydra, and/or for other good and valuable consideration, the receipt of which is hereby acknowledged, Hydra has assigned and transferred and/or hereby assigns and transfers to Cubist, Hydra's entire right, title, and interest, in and throughout the United States of America, its territories, and all foreign countries, in and to the Patents, including any right of priority thereto, and hereby confirms that the assignment and transfer is and was effective at least as of the filing date of the patent applications and/or priority applications. The assignment and transfer apply to the above-referenced Patents, and to any application that is based in whole or in part on the Patents, including any divisional, continuing, substitute, renewal, reissue, reexamination and other applications, for example that claim priority to the Patents. Also, this assignment and transfer pertain to any and all other rights, privileges, and advantages, including any and all rights to damages, profits, or recoveries of any nature for past infringement of the Patents, arising under or pursuant to any and all international agreements, treaties, or laws relating to the protection of industrial property, including all rights of priority under the International Convention for the Protection of Industrial Property, and in and to any such patent(s) as may issue thereon including any and all original and reissued patents which have been or shall be issued in the United States and foreign countries; said applications and patent(s) to be held and enjoyed by Cubist for its own use and for each of its successors, assigns, and legal representatives, to the full end of the term for which said patent(s) may be granted as fully and entirely as the same would have been held by Cubist and Hydra had this assignment and transfer not been made.

AND for the same consideration, Hydra hereby covenants and agrees to and with Cubist, their successors, legal representatives and assigns that Hydra will, at the cost and expense of Hydra, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the recordation of this assignment in the Patents to Cubist.

AND Hydra hereby requests the Director of the United States Patent and Trademark Office to issue any and all patents of the United States arising from such United States patents

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and patent applications included in the Patents to Cubist, its respective successors, legal representatives, and assigns.

IN WITNESS WHEREOF, I hereto set my hand and seal at Cambridge, Massachusetts

this 9th day of September, 2015/

Name & Title: Russell Herndon, President and CEO

Hydra Biosciences, Inc.

STATE OF MASSACHUSETTS.

SS.

COUNTY OF MIDDLESEX.

Before me this 9th day of September, 2015, personally appeared Russell Herndon, known to me to be the person whose name of subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

[Notary's Seal Here]

My Commission Expires:



# SCHEDULE A Assigned Patent Rights

#### Application Number Filing Country Date PCT/US2012/50210 WO 8/9/2012 US 13/571,288 8/9/2012 US 13/832,240 3/15/2013 US 61/521705 8/9/2011 20120102918 AR 8/9/2012 101128891 TW 8/9/2012 00995-2012 VĚ 8/9/2012

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PATENT REEL: 036610 FRAME: 0554