

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3563239

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VICTOR LING	05/11/2015
RENXUE WANG	05/11/2015
JONATHAN SHEPS	05/11/2015
RECEIVING PARTY DATA	
Name:	QING BILE THERAPEUTICS INC.
Street Address:	5671 TRAFALGAR STREET
City:	VANCOUVER
State/Country:	CANADA
Postal Code:	V6N 1C2
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13406092
CORRESPONDENCE DATA	
Fax Number:	(617)428-7045
<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>	
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Email:	patentadministrator@clarkelbing.com
Correspondent Name:	CLARK & ELBING LLP
Address Line 1:	101 FEDERAL STREET
Address Line 2:	15TH FLOOR
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	51114-006001
NAME OF SUBMITTER:	MICHAEL J. BELLIVEAU, PH.D.
SIGNATURE:	/Michael J. Belliveau, Ph.D./
DATE SIGNED:	10/09/2015
Total Attachments: 6	
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is made as of the 11th day of May, 2015, between **VICTOR LING**, residing at 5671 Trafalgar Street, Vancouver, BC V6N 1C2, **RENXUE WANG**, residing at 6210 Logan Lane, Vancouver, BC V6T 2K9, **JONATHAN SHEPS**, residing at 815-555 Abbott Street, V6B 6B8 Vancouver, BC and **LIN LIU**, residing at 2278 West 19th Avenue, Vancouver, BC V6L 1C4 (collectively, the "Assignors") and **QING BILE THERAPEUTICS INC.**, a corporation incorporated pursuant to the laws of the Province of British Columbia (the "Assignee").

WHEREAS the Assignors are the inventors and owners of all right and title in and to the inventions identified and described in the applications listed in attached Schedule A (the "**Invention**") and in related Intellectual Property and Intellectual Property Registrations;

AND WHEREAS the Assignee desires to acquire all right, title and interest in and to the Invention and related Intellectual Property and Intellectual Property Registrations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto acknowledge, agree and confirm as follows:

1. **Definitions.** In this Agreement, the following terms shall have the following meanings: (a) "**Governmental Authority**" means any domestic or foreign government whether federal, provincial, state or municipal and any crown or state owned corporation, governmental agency, governmental authority, governmental tribunal or governmental commission of any kind whatever; (b) "**Intellectual Property**" means all intellectual and industrial property which is recognized under the law of any jurisdiction anywhere in the world, whether under common law, by statute or otherwise, including, but not limited to, any intellectual or industrial property included in or covered by an Intellectual Property Registration, including but not limited to, intellectual or industrial property arising out of the following: (i) patents granted in any other jurisdiction anywhere in the world, reissues, divisions, continuations, continuations-in-part, reexaminations, renewals and substitutes thereof, foreign counterparts of the foregoing, term restorations or other extensions of the term of any issued or granted patents anywhere in the world and extensions of the monopoly right covering a product or service previously covered by any issued or granted patent anywhere in the world for the limited purpose of extending the holder's exclusive right to make, use or sell a particular product or service covered by such patent (such as supplemental protection certificates or the like); (ii) original works of authorship, derivative works and other copyrightable works of any nature, and fixations of any of the foregoing; (iii) Proprietary Information; and (iv) any other intangible property similar to any of the above; (c) "**Intellectual Property Registration**" means an application (including provisional applications), certificate, filing, registration or other document seeking or confirming rights in Intellectual Property issued by, filed with or recorded by any Governmental Authority in any jurisdiction anywhere in the world (including, in the case of patent applications, international or multi-national applications filed in accordance with Chapter I of the Patent Cooperation Treaty or any other multi-lateral agreement), including any and all amendments to any of the foregoing; and (d) "**Proprietary Information**" means technical, commercial and other information, data and material of the kind which is or can be used in the operation of a business and which is normally considered to be confidential or proprietary in nature including, but not limited to, any algorithm; procedure; idea; concept; strategic, business and other plan; research; invention or invention disclosure (whether patentable or unpatentable); test, experimentation and technical data and materials, know-how, show-how or methodology; trade secret, process, design, formula, or other information or data which has not entered the public domain, and all records or fixations of any thereof, including but not limited to, laboratory notes, all records, technical and descriptive materials, documentation and procedures existing and relating to the creation, design, formulation, enhancement, modification or other use or exploitation of Intellectual Property.
2. **Assignment.** The Assignors hereby sell, assign and transfer absolutely to the Assignee, all right, title and interest in and to the Invention, including without limitation all rights in inventions disclosed therein, and any and all related patents and patent applications arising in any way therefrom (including any reissues, continuations, continuations-in-part, extensions, and confirmations or other counterpart patents in Canada, the United States and/or any other country, all related Intellectual Property and Intellectual Property

Registrations, and all rights to any demand, action, suit, proceeding, claim, assessment, judgment or settlement or compromise to or for any Loss arising from the infringement, violation or misappropriation of any rights in and to the Invention. The Assignors hereby authorize and request the patent offices in all countries and jurisdictions to issue any and all patents granted to the Assignee.

3. **Further Acts.** The Assignors agree that they shall from time to time and at all times hereafter, upon every reasonable request of the Assignee do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by the Assignee to effectively carry out or better evidence the vesting in the Assignee of the rights hereby assigned, transferred or conveyed in accordance with the terms hereof. The Assignors agree to execute without further consideration such further documentation as may be required to obtain any patent for the Invention including the execution of substitution, reissue, divisional, continuation, continuations-in-part, extensions, or extension applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereof may be involved.
4. **Governing Law.** The laws of the province of Ontario and the federal laws of Canada applicable therein will govern all matters arising under this Agreement.
5. **Succession.** This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, successors and permitted assigns.
6. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which taken together will constitute one and the same instrument. A copy of this Agreement executed by any party and transmitted by fax or email will be binding upon the parties in the same manner as an original executed copy and delivered in person.

[Signatures to appear on following page.]

in the presence of:

Witness

Victor Ling

Witness

Renxue Wang

Witness

Jonathan Sheps

Witness

Lin Liu


QING BILE THERAPEUTICS INC.

Per: _____
Name: Simon Lee
Title: Secretary & CFO

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness



Witness

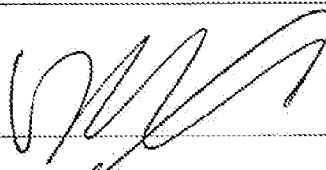


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Rensue Wang

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Jonathan Sheps

Witness

Lin Liu

QING BILE THERAPEUTICS INC.

Per: 

Name: Simon Lee

Title: Secretary & CFO

SCHEDULE A**INVENTION**

Tetrahydroxylated bile acids for use in treatment of cholestatic liver disease, including without limitation the following patents:

Title	Inventors	Patent Application No.	Filing Date
Polyhydroxylated Bile Acids for the Treatment of Biliary Disorders	Ling, Victor; Wang, Renxue; Sheps, Jonathan	61/236,750 (US)	August 25, 2009
Polyhydroxylated Bile Acids for the Treatment of Biliary Disorders	Ling, Victor; Wang, Renxue; Sheps, Jonathan	PCT/CA2010/001338 WO/2011/022838	August 25, 2010
Polyhydroxylated Bile Acids for the Treatment of Biliary Disorders	Ling, Victor; Wang, Renxue; Sheps, Jonathan	12/919,381 (US) 20110263546	February 26, 2009
Polyhydroxylated Bile Acids for the Treatment of Biliary Disorders	Ling, Victor; Wang, Renxue; Sheps, Jonathan	2,716,922 (CA)	February 26, 2009