

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3598549

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GERRY WRIGHT	04/01/2014
WENLIANG WANG	04/01/2014
ANDREW KING	04/01/2014
RECEIVING PARTY DATA	
Name:	MCMASTER UNIVERSITY
Street Address:	1280 MAIN STREET WEST
City:	HAMILTON
State/Country:	CANADA
Postal Code:	L8S 4L8
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14888764
CORRESPONDENCE DATA	
Fax Number:	(416)361-1398
<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:	416-364-7311
Email:	pfolkins@bereskinparr.com
Correspondent Name:	BERESKIN & PARR LLP/S.E.N.C.R.L., S.R.L.
Address Line 1:	40 KING STREET WEST
Address Line 2:	40TH FLOOR
Address Line 4:	TORONTO, CANADA M5H 3Y2
ATTORNEY DOCKET NUMBER:	3244-P46053US00
NAME OF SUBMITTER:	PATRICIA FOLKINS
SIGNATURE:	/Patricia Folkins/
DATE SIGNED:	11/03/2015
Total Attachments: 4	
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PATENT ASSIGNMENT

WHEREAS, we:

- (1) **Gerry Wright**, residing at 76 Hilborn Ave, Cambridge, ON N1T 1M8;
- (2) **Wenliang Wang**, residing at 38 Ellendale Drive, Toronto, ON M1P 1N4;
- (3) **Andrew King**, residing at 17 Duncan Ave, Waterdown, ON L0R 2H5;

(hereinafter the "ASSIGNORS") have invented certain new and useful improvements entitled **Small Molecule Inhibitors of Metallo- β -lactamase Enzymes** (hereinafter referred to as the "Invention"), disclosed in United States Provisional Patent Application No. 61820277 filed on May 7th, 2013 (hereinafter referred to as the "Application");

AND WHEREAS, we are, respectively:

- (1) a member of the teaching staff;
- (2) a member of the non-teaching staff;
- (3) a student;

of **MCMASTER UNIVERSITY**, a university incorporated by act of the Legislature of the Province of Ontario, Canada (hereinafter referred to as the "ASSIGNEE") having a place of business at 1280 Main Street West, Hamilton, Ontario, Canada L8S 4L8;

AND WHEREAS, under the *Joint Intellectual Property Policy of McMaster University, Hamilton Health Sciences and St. Joseph's Healthcare Hamilton* (the "Policy"), the ASSIGNEE is the first owner of the Invention and the Application(s) and, to the extent that the Policy does not grant ownership to the ASSIGNEE, is desirous of acquiring the full and exclusive right, title and interest in and to the Inventions and the Application(s) inclusive of any and all priority rights derived therefrom and the inventions therein disclosed, and in and to all Letters Patent, for the United States, Canada, and elsewhere, to be granted for said inventions;

NOW, THEREFORE, IN CONSIDERATION of the sum of Two Canadian Dollars (CAD\$2.00) payable by ASSIGNEE to each of the ASSIGNOR(S), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, ASSIGNOR(S), do hereby:

(i) confirm, individually and collectively, that we, and each of us, prior to the International Filing Date, consented to the filing of the Application(s); and

(ii) individually and collectively, sell, assign and transfer to the said ASSIGNEE, the whole right, title and interest for the United States of America, Canada, and all other countries and all other places that are not countries, in, to and in respect of the Inventions and the Application(s) and all Letters Patent that may be obtained therefor in the United States of America, Canada, and all other countries and all other places that are not countries, including all regular, conversion, divisional, renewal, substitute, continuation, reissue, re-examination and Convention applications and any Letters Patent to issue therefrom, together with every priority right that is or may be predicated upon or arise from the Inventions, the Application(s) and the Letters Patent, the same to be held and enjoyed by the ASSIGNEE for its own use and behalf, and for the use and behalf of its successors and assigns, to the full end of the term or terms for which said Letters Patent and reissues thereof may be granted as fully and entirely as the same would have been held and enjoyed by ASSIGNOR(S) had this assignment and sale not been made;

AND WE, ASSIGNOR(S), individually and collectively, hereby bind ourselves, our legal representatives and assigns to do, upon ASSIGNEE's request, but without additional consideration, all acts reasonably serving to assure that the Inventions and the Application(s) and the said Letters Patent shall be held and enjoyed by ASSIGNEE as fully and entirely as the same could have been held and enjoyed by us, our

legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to ASSIGNEE all lawful application documents including petitions, specifications and oaths, and all assignments, disclaimers and lawful affidavits in form and substance as may be requested by ASSIGNEE; to communicate to ASSIGNEE all facts known to us relating to said Inventions and discoveries or the history thereof; and to furnish ASSIGNEE with any and all documents, photographs, models, samples and other physical exhibits in our control or in the facts or our conceptions, disclosures, and reduction to practice of the Inventions.

AND WE, ASSIGNOR(S), individually and collectively, hereby authorize ASSIGNEE to file patent applications in respect of the Inventions in any countries and in any places that are not countries, and request that the United States Commissioner of Patents and Trademarks, the Canadian Commissioner of Patents, and all other patent authorities issue the Letters Patent to ASSIGNEE, the assignee of the entire right, title and interest in and to the Inventions for its sole use and benefit; and for the use and benefit of its successors and assigns, to the full end of the term or terms for which any Letters Patent in respect of the Inventions may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

THIS AGREEMENT shall be governed by the laws of the Province of Ontario, including the federal laws of Canada applicable therein, and the parties each hereby irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Ontario, including the Federal Court of Canada to the extent the same has jurisdiction in any matter relating to this agreement.

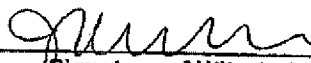
SIGNED AT Hamilton, ON, Canada on this 1 day of April, 2014
(city, province, country)


Gerry Wright

DECLARATION OF WITNESS

I, Jenny Fanning whose full post office address is 1280 Main St. W, Hamilton, ON L8N 3L5, here
by declare that I was personally present and did see Gerry Wright who is personally known to me to be the person named in the above assignment duly sign and execute the same.

DECLARED AT Hamilton, Ontario on this 1 day of April, 2014
(city, province, country)


(Signature of Witness)

SIGNED AT Hamilton, Ontario, Canada on this 1 day of April, 2014
(city, province, country)

Wenliang Wang
Wenliang Wang

DECLARATION OF WITNESS

I, Jenny Fanning whose full post office address is 1280 Main St. W,
Hamilton, ON L8N 3Z5 here
by declare that I was personally present and did see Wenliang Wang who is personally known to
me to be the person named in the above assignment duly sign and execute the same.

DECLARED AT Hamilton, ON on this 1 day of April, 2014
(city, province, country)

Jenny Fanning
(Signature of Witness)

SIGNED AT Hamilton, ON, Canada on this 1 day of April, 2014
(city, province, country)

Andrew King
Andrew King

DECLARATION OF WITNESS

I, Jenny Fanning whose full post office address is 1280 Main St. W,
Hamilton, ON L8N 3Z5 here
by declare that I was personally present and did see Andrew King who is personally known to
me to be the person named in the above assignment duly sign and execute the same.

DECLARED AT Hamilton, ON on this 1 day of April, 2014
(city, province, country)

Jenny Fanning
(Signature of Witness)

SIGNED AT Hamilton, Ontario, Canada on this 1 day of April, 2014
(city, province, country)

MCMASTER UNIVERSITY

Elsie Quait Randall

Name: Elsie Quait-Randall
Title: Executive Director
McMaster Industry Liaison Office

DECLARATION OF WITNESS

I, Leigh Wilson whose full post office address is 322 Bruccedale Ave E
Hamilton, ON Canada L9A 1R3, here
by declare that I was personally present and did see Elsie Quait-Randall of MCMASTER
UNIVERSITY who is personally known to me to be the person named in the above assignment
duly sign and execute the same.

DECLARED AT Hamilton, Ontario Canada on this 1st day of April, 2014
(city, province, country)

Leigh Wilson
(Signature of Witness)