

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3684732

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VINCENT GUERLAVAIS	11/17/2015
CARL ELKIN	12/09/2015
NORIYUKI KAWAHATA	01/04/2015
HUW M. NASH	12/04/2015
ERIC FEYFANT	12/01/2015
RECEIVING PARTY DATA	
Name:	AILERON THERAPEUTICS, INC.
Street Address:	281 ALBANY STREET
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02139
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14843079
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<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>	
Email:	rgallo@wsgr.com
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI
Address Line 1:	650 PAGE MILL ROAD
Address Line 4:	PALO ALTO, CALIFORNIA 94304-1050
ATTORNEY DOCKET NUMBER:	35224-790.301
NAME OF SUBMITTER:	CRAIG S. KENESKY
SIGNATURE:	/CRAIG S. KENESKY/
DATE SIGNED:	01/06/2016
Total Attachments: 4	
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PATENT ASSIGNMENT

Docket Number 35224-790.301

WHEREAS, the undersigned:

- 1. Vincent GUERLAVAIS
- 5. Eric FEYFANT

2. Noriyuki KAWAHATA

3. Huw M. NASH

4. Carl ELKIN

(hereinafter "Inventor(s))," have invented certain new and useful improvements in

PEPTIDOMIMETIC MACROCYCLES AND USE THEREOF IN REGULATING HIF1ALPHA

- for which a United States patent application is executed on even date herewith;
- for which application serial number 14/843,079 was filed on September 2, 2015 in the United States Patent and Trademark Office;
- for which application serial number PCT/US2014/021292 was filed on March 6, 2014 in the U.S. Receiving Office of the Patent Cooperation Treaty;
- for which application serial number _____ was filed on _____ in the _____ Patent Office; and/or
- for which an application was filed upon which a United States Patent issued on _____, as U.S. Patent No. _____

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, **AILERON THERAPEUTICS, INC.**, a corporation of the State of Delaware, having a place of business at 281 Albany Street, Cambridge, MA 02139, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 11/17/2015

Vincent GUERLAVAIS

Date: _____

Carl ELKIN

1/4/2016

Noriyuki KAWAHATA

Date: _____

Eric FEYFANT

Huw M. NASH

WHEREAS, the undersigned:

- 1. Vincent GUERLAVAIS
- 2. Noriyuki KAWAHATA
- 3. Huw M. NASH
- 4. Carl ELKIN
- 5. Eric FEYFANT

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

PEPTIDOMIMETIC MACROCYCLES AND USE THEREOF IN REGULATING HIF1ALPHA

- for which a United States patent application is executed on even date herewith;
- for which application serial number 14/843,079 was filed on September 2, 2015 in the United States Patent and Trademark Office;
- for which application serial number PCT/US2014/021292 was filed on March 6, 2014 in the U.S. Receiving Office of the Patent Cooperation Treaty;
- for which application serial number _____ was filed on _____ in the _____ Patent Office; and/or
- for which an application was filed upon which a United States Patent issued on _____, as U.S. Patent No. _____

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, AILERON THERAPEUTICS, INC., a corporation of the State of Delaware, having a place of business at 281 Albany Street, Cambridge, MA 02139, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: <u>11/17/2015</u>	<u><i>Vincent Guerlavois</i></u> Vincent GUERLAVAIS	Date: _____	_____
Date: _____	_____	Date: _____	_____
Date: <u>12/4/15</u>	<u><i>Noriyuki Kawahata</i></u> Noriyuki KAWAHATA	Date: _____	_____
Date: _____	_____	Date: _____	_____
Date: _____	<u><i>Huw M. Nash</i></u> Huw M. NASH	Date: _____	_____
Date: _____	_____	Date: _____	Eric FEYFANT

WHEREAS, the undersigned:

- 1. Vincent GUERLAVAIS
- 2. Noriyuki KAWAHATA
- 3. Huw M. NASH
- 4. Carl ELKJN
- 5. Eric FEYFANT

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

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 Vincent GUERLAVAIS

Date: _____

 Noriyuki KAWAHATA

Date: _____

 Huw M. NASH

Date: _____

 Carl ELKJN

Date: 12/01/2015 *Eric Feyfant*

 Eric FEYFANT

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Date: 11/17/2015 guerlavo
 Vincent GUERLAVAIS

Date: 12/15/15 Carl Elk Elkin
 Carl ELKIN

Date: _____
 Noriyuki KAWAHATA

Date: _____
 Eric FEYFANT

Date: _____
 Huw M. NASH