

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3691603

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SYNERGY PHARMACEUTICALS, INC.	11/06/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CONTRAVIR PHARMACEUTICALS, INC.
<b>Street Address:</b>	399 THORNALL STREET
<b>Internal Address:</b>	FIRST FLOOR
<b>City:</b>	EDISON
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08837
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14990955
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)842-7899
<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>	
<b>Phone:</b>	617-937-2300
<b>Email:</b>	jsteinfield@cooley.com
<b>Correspondent Name:</b>	COOLEY LLP
<b>Address Line 1:</b>	1299 PENNSYLVANIA AVENUE, NW
<b>Address Line 2:</b>	SUITE 700
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004
<b>ATTORNEY DOCKET NUMBER:</b>	CNTR-007D01US 322035-2137
<b>NAME OF SUBMITTER:</b>	CHEN CHEN (REG. NO. 73384)
<b>SIGNATURE:</b>	/Chen Chen/
<b>DATE SIGNED:</b>	01/12/2016
<b>Total Attachments: 5</b>	
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## ASSIGNMENT

Synergy Pharmaceuticals, Inc., a corporation having its principal place of business at 420 Lexington Avenue, Suite 2012, New York, New York 10170 (herein referred to as "Assignor"), the undersigned, is the sole and lawful owner of the entire right, title, and interest in and to, or a lawful owner of an undivided interest in the entire right, title and interest in and to, any Letters Patent(s) ("said patent(s)") and any Patent application(s) ("said application(s)") set forth below, as well as any invention(s) ("said invention(s)") disclosed in said application(s) and said patent(s).

Letters Patent(s)

Patent No.: \_\_\_\_\_

Issue Date: \_\_\_\_\_

Assignment Recordation Date: \_\_\_\_\_

Reel/Frame No.: \_\_\_\_\_

Patent Application(s)

- (1)  provisional application
- (a)  to be filed herewith; or
- (b)  bearing Application No. \_\_\_\_\_, filed on \_\_\_\_\_, with Assignment Recordation Date: \_\_\_\_\_, and Reel/Frame No.: \_\_\_\_\_;
- (2)  non-provisional application
- (a)  to be filed herewith; or
- (b)  bearing Application No. 13/878,303, filed on August 20, 2013, with Assignment Recordation Date: \_\_\_\_\_, and Reel/Frame No.: \_\_\_\_\_; and/or
- (3)  PCT application
- (a)  bearing Application No. PCT/US2011/055229, filed on October 7, 2011, with Assignment Recordation Date: \_\_\_\_\_, and Reel/Frame No.: \_\_\_\_\_.

WHEREAS, ContraVir Pharmaceuticals, Inc., a corporation having its principal place of business at 399 Thornall Street, First Floor, Edison, New Jersey 08837 (herein referred to as "Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), the right to file applications on said invention(s), the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to, and/or the benefit of, said application(s), the right to recover damages, including provisional or other royalties, for prior infringements of said application(s) and said

patent(s), and the entire right, title, and interest in and to any Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s);

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to:

(a) said invention(s),

(b) said application(s) and said patent(s),

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, an application(s) for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time

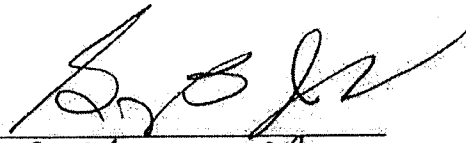
of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), and that the same are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth, and that the Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s), said application(s), said patent(s), any application claiming priority to, and/or the benefit of, said application(s), any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s), and any United States or foreign Letters Patent or Patents for said invention(s) or said application(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.), is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and/or the attorney docket number of the application identified in paragraph (1), (2) and/or (3) when known;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all aforementioned patent(s) of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

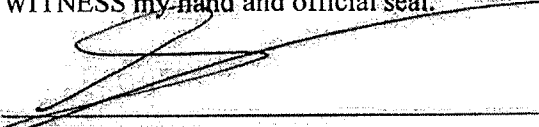
Date: November 6, 2014

By:   
Name: GARY S. JACOB  
Title: CEO  
Company: Synergy Pharmaceuticals, Inc.

State of New York )  
 ) ss.  
 County of New York )

On November 6, 2014, before me, Saira Suscello,  
 Notary Public, personally appeared Gary S. Jacob,  
 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.

WITNESS my hand and official seal.

  
 \_\_\_\_\_  
 Signature of Notary Public

SAIRA SONALY SUSCELLO  
 Notary Public, State of New York  
 No. 01SU6300391  
 Qualified in New York County  
 Commission Expires March 31, 2018  
 Place Notary Seal Above

My Commission Expires: March 31, 2018

Date: November 6, 2014

By: *James Sapirstein*  
Name: James Sapirstein  
Title: CEO  
Company: ContraVir Pharmaceuticals, Inc.

State of New Jersey )  
 ) ss.  
 County of Middlesex )

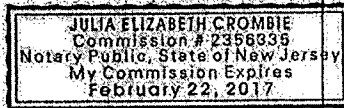
On November 6, 2014, before me, Julia Crombie,  
 Notary Public, personally appeared James Sapirstein,  
 who proved to me on the basis of satisfactory evidence, to be the person(s) whose  
 name(s) is/are subscribed to the within instrument and acknowledged to me that  
 he/she/they executed the same 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.

WITNESS my hand and official seal.

*Julia E. Crombie*  
 Signature of Notary Public

Place Notary Seal Above

My Commission Expires: February 22, 2017



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