503666050 01/27/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3712684

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
GRAYSON B. LIPFORD	10/12/2011
CHARLES M. ZEPP	10/12/2011

RECEIVING PARTY DATA

Name:	JANUS BIOTHERAPEUTICS, INC.	
Street Address:	222 THIRD STREET, SUITE 2240	
City:	CAMBRIDGE	
State/Country:	MASSACHUSETTS	
Postal Code:	02142	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14349254

CORRESPONDENCE DATA

Fax Number: (617)526-5000

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.

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Correspondent Name: DIANA RUIZ

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ATTORNEY DOCKET NUMBER:	2205963.124 US2	
NAME OF SUBMITTER:	DIANA RUIZ	
SIGNATURE:	/DIANA RUIZ/	
DATE SIGNED:	01/27/2016	

Total Attachments: 3

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> **PATENT** REEL: 037594 FRAME: 0156

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ASSIGNMENT BY INVENTOR

Whereas, We, Grayson B. LIPFORD, being a citizen of the United States of America, residing at 45 Grenville Road, Watertown, Massachusetts 02472; and Charles M. ZEPP, being a citizen of the United States of America, residing at 940 North Road, Hardwick, Massachusetts 01037; (hereinafter referred to as Assignors); are the inventors of certain new and useful inventions and discoveries, for which We have made an application for Letters Patent entitled "NOVEL IMIDAZOLE QUINOLINE-BASED IMMUNE SYSTEM MODULATORS" which a provisional patent application was filed in the United States Patent and Trademark Office on October 4, 2011 and assigned Serial No. 61/543082; and

WHEREAS, Janus Biotherapeutics, Inc., having its principal place of business at 222 Third Street, Suite 2240, Cambridge, Massachusetts 02142 USA (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

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AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will 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 any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of their successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

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WILMER CUTLER PICKERING HALE AND DORR LLP

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal. Grayson B. LIPFORD On this /Z day of Of 201 (Month/Year), Grayson B. LIPFORD, personally known to me to be the same individual who executed the foregoing Assignment, and who acknowledged to me that execution of the same was of his own free will for the use and purposes therein set forth. IN TESTIMONY WHEREOF, I have hereunto set my hand and seal. On this 12 day of 0,1 doll (Month/Year), Charles M. ZEPP, personally known to me to be the same individual who executed the foregoing Assignment, and who acknowledged to me that execution of the same was of his own free will for the use and purposes therein set forth.

RECORDED: 01/27/2016

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