

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MARIA E. RIVEIRO	04/01/2015
ERIC RAYMOND	11/04/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ONCOETHIX SA
<b>Street Address:</b>	AVENUE DE L'ELYSEE 32
<b>City:</b>	LAUSANNE
<b>State/Country:</b>	SWITZERLAND
<b>Postal Code:</b>	CH-1006
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15039307
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(732)594-4720
<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>	732-594-4958
<b>Email:</b>	us_efs@merck.com
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<b>ATTORNEY DOCKET NUMBER:</b>	24223-US-PCT
<b>NAME OF SUBMITTER:</b>	BARBARA A. MULLER
<b>SIGNATURE:</b>	/BARBARA A. MULLER/
<b>DATE SIGNED:</b>	05/26/2016
<b>Total Attachments: 15</b>	
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## ASSIGNMENT

**WHEREAS, Maria E. Riveiro**, a citizen of **FRANCE**, with a post office address of **97 rue Henri Barbusse 92110 Clichy, France**, has invented certain new and useful inventions listed in Schedule A (collectively referred to herein as "INVENTIONS"), attached hereto;

**WHEREAS, ONCOETHIX SA**, a company organized under the laws of Switzerland, having a place of business at **Avenue de l'Elysee 32, CH-1006 Lausanne, Switzerland**, hereinafter generally referred to as "ASSIGNEE," is desirous of acquiring and/or confirming the acquisition of the INVENTIONS and PATENT RIGHTS (as defined below);

**WHEREAS, ASSIGNEE and OTD Oncology Therapeutic Development, SARL ("OTD")**, a company organized under the laws of France and having its principal place of business at **100 rue Martre 92110 Clichy, France**, entered into a Master Services Agreement dated August 15, 2012 ("MSA OTD-OncoEthix") wherein OTD agrees to provide Services as set forth in Work Orders authorized by ASSIGNEE, and wherein Section 12 provides that any data, discoveries or inventions and other intellectual property rights developed or generated pursuant to MSA-OTD-OncoEthix which relate to any information or materials that arise from or are conceived and reduced to practice as a result of the Services shall be the exclusive property of ASSIGNEE and that OTD "hereby assigns all of its right, title and interest in and to such data, discoveries and inventions and other intellectual property rights (including enforcement rights) to Company," wherein "Company" refers to ASSIGNEE; and

**WHEREAS Maria E. Riveiro** is an employee of OTD, and has provided services to **OncoEthix** under the MSA OTD-OncoEthix.

**NOW, THEREFORE, ,** with respect to:

all INVENTIONS;

the above patent application and any and all United States and foreign patent applications disclosing one or more of the INVENTIONS including, without limitation, applications for patents including provisionals, non-provisionals, divisions, continuations, continuations-in-part, requests for continued examinations, utility models, PCT applications and designs and any other related United States and foreign applications and equivalents thereof ("APPLICATIONS"), along with the right to claim priority to the APPLICATIONS under any treaty relating thereto;

all United States and foreign patents, utility models, inventor's certificates and designs and all equivalents thereof which may be granted for the INVENTIONS or APPLICATIONS, including extensions, renewals, reissues and reexamination certificates thereof ("PATENTS"); and

all rights to sue for and collect damages resulting from past, present and future infringement of all granted or to be granted PATENTS;

(collectively referred to herein as "PATENT RIGHTS")

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, the undersigned **Maria E. Riveiro**, has assigned by operation of law, and/or by these presents does hereby sell, assign, transfer and convey unto **OTD**, the whole and entire right, title and interest in and to PATENT RIGHTS;

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, **OTD** has assigned and/or by these presents does hereby sell, assign, transfer and convey unto **ASSIGNEE**, the whole and entire right, title and interest in and to PATENT RIGHTS;

The PATENT RIGHTS to be held and enjoyed by the above named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms of said granted or to be granted PATENTS, as fully and entirely as the same would have been held by **Maria E. Riveiro, and/or OTD** (collectively, "ASSIGNORS") had this assignment and sale not been made;

**AND FOR THE AFORESAID CONSIDERATION**, ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the PATENT RIGHTS hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.


It is agreed that ASSIGNORS shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of the INVENTIONS, and to testify in any legal proceeding relating thereto.

ASSIGNORS hereby represent and warrant that they have full right, power and authority to assign the ASSIGNORS' entire right, title, and interest in the PATENT RIGHTS, and to consummate the assignment contemplated herein. ASSIGNORS also represent and warrant that they have full right, power, and authority to enter into, execute, and deliver this Assignment, the execution and delivery of which have been duly authorized by all necessary action on the part of ASSIGNORS, and no other authorization or proceedings on the part of ASSIGNORS are necessary to authorize this Assignment. This Assignment has been duly executed and delivered and constitutes a valid, binding and enforceable assignment of the entire right, title, and interest in the PATENT RIGHTS disclosed therein.

ASSIGNORS hereby warrant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.


(SEPARATE SIGNATURE PAGES FOLLOW)

04/01/2015  
Date

  
Maria E. Riveiro


(SIGNATURE PAGE FOLLOWS)

April 18, 2015  
Date

  
OTD Oncology Therapeutic Development  
Mohamed BEKRADDA

(SEPARATE SIGNATURE PAGE FOLLOWS)

January 4, 2016  
Date

  
OncoEthix SA Franz Escherich



Schedule A

(i) "METHOD OF TREATING NON-SMALL-CELL LUNG CANCER USING PHARMACEUTICAL FORMULATION CONTAINING THIENOTRIAZOLODIAZEPINE COMPOUNDS"

that are described in U.S. Provisional Patent Application No. 62/080,779, filed on November 17, 2014;

(ii) "METHOD OF TREATING SMALL CELL LUNG CANCER USING THIENOTRIAZOLODIAZEPINE COMPOUNDS"

that are described in U.S. Provisional Patent Application No. 62/080,760, filed November 17, 2014;

(iii) "METHOD OF TREATING ACUTE MYELOID LEUKEMIA (AML) OR ACUTE LYMPHOBLASTIC LEUKEMIA (ALL) USING THIENOTRIAZOLODIAZEPINE COMPOUNDS"

that are described in U.S. Provisional Patent Application No. 62/080,804, filed November 17, 2014;

(iv) "METHOD OF TREATING ACUTE MYELOID LEUKEMIA (AML) OR ACUTE LYMPHOBLASTIC LEUKEMIA (ALL) USING THIENOTRIAZOLODIAZEPINE COMPOUNDS"

that are described in U.S. Provisional Patent Application No. 62/080,771, filed November 17, 2014;

(v) "PRECLINICAL EVALUATION OF THE BET-BROMODOMAIN (BET-BRD) INHIBITOR OTX-015 IN LEUKEMIA CELL LINES HARBORING THE JAK2 V617F MUTATION"

that are described in U.S. Provisional Patent Application No. 62/039,079, filed August 19, 2014;

(vi) "METHOD OF TREATING LEUKEMIA WITH JAK2 V617F MUTATION USING PHARMACEUTICAL FORMULATION CONTAINING THIENOTRIAZOLODIAZEPINE COMPOUNDS"

that are described in U.S. Provisional Patent Application No. 62/086,429, filed December 2, 2014;

(vii) "BET-BRD INHIBITOR REPRESENTS A NOVEL AGENT FOR AML AND ALL"

that are described in U.S. Provisional Patent Application No. 62/086,456, filed December 2,

2014; and

(viii) "METHOD OF TREATING NON-SMALL CELL LUNG CANCER AND/OR SMALL CELL LUNG CANCER USING THIENOTRIAZOLODIAZEPINE COMPOUNDS"

that are described in U.S. Provisional Patent Application No. 62/086,466, filed December 2, 2014.

## ASSIGNMENT

WHEREAS, Eric Raymond, a citizen of FRANCE, with a post office address of 6 rue Maurice Ravel, 94880 Noisieu, France, has invented certain new and useful inventions listed in Schedule A (collectively referred to herein as "INVENTIONS"), attached hereto;

WHEREAS, ONCOETHIX SA, a company organized under the laws of Switzerland, having a place of business at Avenue de l'Elysee 32, CH-1006 Lausanne, Switzerland, hereinafter generally referred to as "ASSIGNEE," is desirous of acquiring and/or confirming the acquisition of the INVENTIONS and PATENT RIGHTS (as defined below);

WHEREAS, ASSIGNEE and OTD Oncology Therapeutic Development, SARL ("OTD"), a company organized under the laws of France and having its principal place of business at 100 rue Martre 922110 Clichy, France, entered into a Master Services Agreement dated August 15, 2012 ("MSA OTD-OncoEthix") wherein OTD agrees to provide Services as set forth in Work Orders authorized by ASSIGNEE, and wherein Section 12 provides that any data, discoveries or inventions and other intellectual property rights developed or generated pursuant to MSA-OTD-OncoEthix which relate to any information or materials that arise from or are conceived and reduced to practice as a result of the Services shall be the exclusive property of ASSIGNEE and that OTD "hereby assigns all of its right, title and interest in and to such data, discoveries and inventions and other intellectual property rights (including enforcement rights) to Company," wherein "Company" refers to ASSIGNEE;

WHEREAS, Eric Raymond has provided services to OncoEthix under the MSA OTD-OncoEthix; and

WHEREAS, this Assignment is being executed consistent with Section 12 of MSA OTD-OncoEthix.

NOW, THEREFORE, with respect to:

all INVENTIONS;

the above patent application and any and all United States and foreign patent applications disclosing one or more of the INVENTIONS including, without limitation, applications for patents including provisionals, non-provisionals, divisions, continuations, continuations-in-part, requests for continued examinations, utility models, PCT applications and designs and any other related United States and foreign applications and equivalents thereof ("APPLICATIONS"), along with the right to claim priority to the APPLICATIONS under any treaty relating thereto;

all United States and foreign patents, utility models, inventor's certificates and designs and all equivalents thereof which may be granted for the INVENTIONS or



APPLICATIONS, including extensions, renewals, reissues and reexamination certificates thereof ("PATENTS"); and

all rights to sue for and collect damages resulting from past, present and future infringement of all granted or to be granted PATENTS;

(collectively referred to herein as "PATENT RIGHTS");

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, the undersigned **Eric Raymond**, has assigned by operation of law and/or by these presents does hereby sell, assign, transfer and convey unto **OTD**, the whole and entire right, title and interest in and to PATENT RIGHTS;

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, **OTD** has assigned and/or by these presents does hereby sell, assign, transfer and convey unto **ASSIGNEE**, the whole and entire right, title and interest in and to PATENT RIGHTS;

The PATENT RIGHTS to be held and enjoyed by the above named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms of said granted or to be granted PATENTS, as fully and entirely as the same would have been held by **Eric Raymond**, and/or **OTD** (collectively, "ASSIGNORS") had this assignment and sale not been made;

**AND FOR THE AFORESAID CONSIDERATION**, ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the PATENT RIGHTS hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

It is agreed that ASSIGNORS shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of the INVENTIONS, and to testify in any legal proceeding relating thereto.

ASSIGNORS hereby represent and warrant that they have full right, power and authority to assign the ASSIGNORS' entire right, title, and interest in the PATENT RIGHTS, and to consummate the assignment contemplated herein. ASSIGNORS also represent and warrant that they have full right, power, and authority to enter into, execute, and deliver this Assignment, the execution and delivery of which have been duly authorized by all necessary action on the part of ASSIGNORS, and no other authorization or proceedings on the part of ASSIGNORS are necessary to authorize this Assignment. This Assignment has been duly executed and delivered



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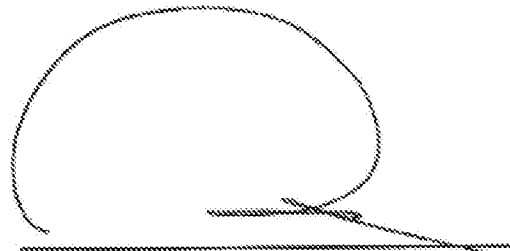
and constitutes a valid, binding and enforceable assignment of the entire right, title, and interest in the PATENT RIGHTS disclosed therein.

ASSIGNORS hereby warrant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(SIGNATURE PAGES FOLLOW)



November 4, 2015  
Date

  
Eric Raymond

(SIGNATURE PAGES FOLLOW)



November 6, 2015  
Date



OTD Oncology Therapeutic Development

T. BEKADNA




C. MACARS

Patent (3/2015)

(SIGNATURE PAGE FOLLOWS)



January 4, 2016  
Date

  
OncoEthis SA Franz Escherich

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Schedule A

(i) "METHOD OF TREATING NON-SMALL-CELL LUNG CANCER USING PHARMACEUTICAL FORMULATION CONTAINING THIENOTRIAZOLODIAZEPINE COMPOUNDS"

that are described in U.S. Provisional Patent Application No. 62/080,779, filed on November 17, 2014;

(ii) "METHOD OF TREATING SMALL CELL LUNG CANCER USING THIENOTRIAZOLODIAZEPINE COMPOUNDS "

that are described in U.S. Provisional Patent Application No. 62/080,760, filed November 17, 2014;

(iii) "METHOD OF TREATING ACUTE MYELOID LEUKEMIA (AML) OR ACUTE LYMPHOBLASTIC LEUKEMIA (ALL) USING THIENOTRIAZOLODIAZEPINE COMPOUNDS"

that are described in U.S. Provisional Patent Application No. 62/080,804, filed November 17, 2014;

(iv) "PRECLINICAL EVALUATION OF THE BET-BROMODOMAIN (BET-BRD) INHIBITOR OTX-015 IN LEUKEMIA CELL LINES HARBORING THE JAK2 V617F MUTATION"

that are described in U.S. Provisional Patent Application No. 62/039,079, filed August 19, 2014; and

(v) "METHOD OF TREATING LEUKEMIA WITH JAK2 V617F MUTATION USING PHARMACEUTICAL FORMULATION CONTAINING THIENOTRIAZOLODIAZEPINE COMPOUNDS"

that are described in U.S. Provisional Patent Application No. 62/086,429, filed December 2, 2014.