

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3974066

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	KADMON CORPORATION, LLC	06/30/2016
RECEIVING PARTY DATA		
Name:	RAMOT AT TEL-AVIV UNIVERSITY LTD.	
Street Address:	TEL AVIV UNIVERSITY CAMPUS, THE SENATE BUILDING	
Internal Address:	FLOOR-1, P.O. BOX 39296	
City:	TEL AVIV	
State/Country:	ISRAEL	
Postal Code:	61392	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8088756
CORRESPONDENCE DATA		
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<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>		
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ATTORNEY DOCKET NUMBER:	CPHARM 3.3-002	
NAME OF SUBMITTER:	MELINDA C. CORMIER	
SIGNATURE:	/Melinda C. Cormier/	
DATE SIGNED:	07/22/2016	
Total Attachments: 3		
source=CPHARM_3.3-002_CPHARM_6_Kadmon Patent Assignment to Ramot#page1.tif		
source=CPHARM_3.3-002_CPHARM_6_Kadmon Patent Assignment to Ramot#page2.tif		
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CONFIRMATORY ASSIGNMENT

This Confirmatory Patent Assignment (this "Assignment") dated effective June 30, 2016 by and between Kadmon Corporation, LLC, a Delaware limited liability company (the "Assignor") and Ramot at Tel Aviv University Ltd. with an address at P.O. Box 39296, Tel Aviv 6139001 (the "Assignee"). Assignor and Assignee are collectively referred to as the "Parties" and individually referred to as a "Party."

WHEREAS, Assignor was the owner of and had the entire right, title and interest in and to, *inter alia*, (i) all of the patents and patent applications identified on Exhibit 1 of this Assignment (the "Patents"). WHEREAS, by operation of the Research and License Agreement dated January 1, 2004 between Assignee and Concordia Pharmaceuticals, Inc. ("Concordia"), which was assigned by Concordia to Assignor in connection with the sale of Concordia's assets to Assignor by virtue of an Asset Purchase Agreement dated December 16, 2011 (the "Asset Purchase Agreement"), a Termination of the Research & License Agreement dated May 2, 2016 and a Mutual Release Agreement signed by the Parties dated May 18, 2016 and other good and valuable consideration, Assignor has assigned, transferred and conveyed all of its right, title and interest in and to, *inter alia*, (i) all of the patents and patent applications identified on Exhibit 1 of this Assignment (the "Patents") to Assignee for good and valuable consideration; (ii) the right, title and interest in and to any and all divisional, continuation, substitute or reissue applications pertaining to the Patents, (iii) patents applied for or granted worldwide pertaining to the Patents and (iv) the right to sue and collect past damages in connection with the Patents, in the United States and throughout the world (i-iv collectively referred to as the "Patent Rights"), and Assignee agreed to accept the Patent Rights,

Now, THEREFORE, by operation of the Research and License Agreement, the Asset Purchase Agreement, the Termination of the Research & License Agreement and the Mutual Release Agreement referenced above, Assignor, hereby confirms the above-noted Prior Assignment. Assignor hereby assigned, transferred, conveyed and set over to the Assignee, its successors and assigns, and Assignee accepted, all right, title and interest, in the United States and throughout the world, in and to the Patent Rights, to have and to hold the same, unto Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns, for the full term or terms of all such rights. The assignment of the Patents included the right to file domestic patent applications under the laws of the United States and all other countries that claim the benefit of any of the foregoing applications, and to file foreign patent applications in the name of the Assignee or its affiliates, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications. The Parties confirm the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agreed as follows:

1. Assignor hereby authorizes and requests the United States Commissioner of Patents, and the Patent Office officials in foreign countries as are duly authorized by the respective foreign patent laws to issue patents, to issue any and all patents within the Patent Rights to the Assignee as the owner thereof.

2. Assignor hereby agrees, without further consideration and without expense to the Assignor, to sign all documents and to perform all other lawful acts which the Assignee may reasonably request to make this Assignment of the Patent Rights fully effective.

3. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

4. This Assignment shall be governed by, and construed in accordance with the laws of the State of New Jersey, U.S.A.

5. This Assignment may be executed and delivered (including electronically) in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original, but when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed by its duly authorized representatives on the respective dates entered below.

ASSIGNOR:

Kadmon Corportation, LLC

By: 

Name: Thomas Gallagher

Title: Senior Vice President

Date: June 30, 2016

ASSIGNEE:

Ramot at Tel Aviv University, Ltd.

By: 

Name: Shlomo Nimrodi
Title: CEO

Keren Primor Cohen
VP General Counsel
and Business Affairs

Date: July 6, 2016

Exhibit 1

Patent/Application Nos.	Country	Title
14/662,420	US	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
2577310	CA	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
EP2301528	FR	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
EP2218451	FR	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
EPI778209	FR	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
602005021115.2	DE	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
602005031528.4	DE	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
602005038947.4	DE	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
EP2301528	GB	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
EP2218451	GB	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
EPI778209	GB	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
EPI778209	HU	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
EP2301528	IE	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
EPI778209	IE	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
EP2301528	IT	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
EPI778209	IT	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
278624	MX	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
EPI778209	PL	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
EP2301528	ES	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
EPI778209	ES	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
EPI778209	SE	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
EPI778209	CH	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
EP2301528	CH	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS
8,088,756	US	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS