

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4049817

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HAN-JIE ZHOU	12/02/2014
FRANCESCO PARLATI	01/19/2015
DAVID WUSTROW	12/02/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CLEAVE BIOSCIENCES, INC.
<b>Street Address:</b>	866 MALCOLM ROAD, SUITE 100
<b>City:</b>	BURLINGAME
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94010
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15264007
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Email:</b>	REQUEST@SLWIP.COM
<b>Correspondent Name:</b>	SCHWEGMAN LUNDBERG & WOESSNER, P.A.
<b>Address Line 1:</b>	PO BOX 2938
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402
<b>ATTORNEY DOCKET NUMBER:</b>	3476.006US3
<b>NAME OF SUBMITTER:</b>	/JONATHAN FERGUSON/
<b>SIGNATURE:</b>	/JONATHAN FERGUSON/
<b>DATE SIGNED:</b>	09/13/2016
<b>Total Attachments: 5</b>	
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#### ASSIGNMENT

WHEREAS, Han-Jie Zhou, Francesco Parlati and David Wustrow (hereinafter the "Undersigned") have made one or more inventions and other subject matter (hereinafter collectively referred to as the "Invention") which are described in an international patent application filed on July 19, 2013, which application was assigned international application number PCT/US2013/051358, and which is titled FUSED PYRIMIDINES AS INHIBITORS OF P97 COMPLEX; and which are described in a U.S. patent application filed on July 19, 2013, which application was assigned U.S. patent application number 13/946,795, and which is titled FUSED PYRIMIDINES AND SUBSTITUTED QUINAZOLINES AS INHIBITORS OF P97; and which are described in a U.S. provisional patent application filed on December 14, 2012, which application was assigned U.S. provisional application number 61/737,666, and which is titled FUSED PYRIMIDINES AND SUBSTITUTED QUINAZOLINES AS INHIBITORS OF p97; and which are described in a U.S. provisional patent application filed on July 20, 2012, which application was assigned U.S. provisional application number 61/674,144, and which is titled FUSED PYRIMIDINES AND SUBSTITUTED QUINAZOLINES AS INHIBITORS OF P97.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the Undersigned, the Undersigned do hereby irrevocably and unconditionally:

CONVEY, ASSIGN, AND TRANSFER to Cleave Biosciences, Inc. (the "Assignee"), a corporation of the State of Delaware, having a place of business at 866 Malcolm Road, Suite 100, Burlingame, CA 94010, the Undersigned's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

the invention which is disclosed in the above-identified application or applications;

such application or applications, and all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions based in whole or in part on any of such Invention (including any application for a utility model or an innovation patent application);

all original and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of such Invention;

including the right to claim priority to the above-identified patent application or applications in relation to subject matter based in whole or in part on the above-identified patent application or applications and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

and including the right to all causes of action, remedies, and other enforcement rights related to the above-identified application or applications, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to the above-

identified patent application or applications and any of the foregoing, including the right to obtain and collect damages for past, present, or future infringement;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such invention to the Assignee;

AUTHORIZE AND REQUEST that any attorney associated with U.S. Patent and Trademark Office (USPTO) Customer No. 21186 may (directly or through his/her designee) delete, insert, or alter any information related to the above-identified patent application or applications or any of the foregoing, after execution of this Assignment;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Undersigned, and that the full right to convey the same as herein expressed is possessed by the Undersigned;

COVENANT, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Undersigned shall (1) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the invention; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the invention; (3) communicate to the Assignee all facts known to the Undersigned relating to the invention and the history thereof; (4) cooperate with the Assignee in any interference, reexamination, reissue, opposition, dispute, or litigation involving any of the applications or patents for the invention; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such invention in the Assignee, or for securing, maintaining and enforcing proper patent protection for the invention;

COVENANT, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions. To the extent that any such provision is found to be unenforceable, the Undersigned, when requested and without compensation shall act in good faith to substitute for such provision a new provision with content and purpose as close as possible to the provision deemed unenforceable.

THIS AGREEMENT IS TO BE BINDING on the heirs, assigns, representatives, and successors of the Undersigned, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED as of the date of my signature below:

Assignment

Docket No: 3476,006US1

Assignors: Han-Jie Zhou et al.

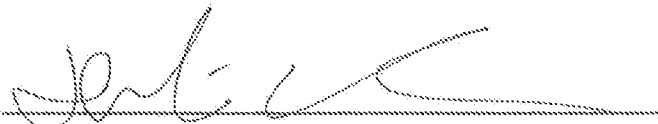
Title: FUSED PYRIMIDINES AND SUBSTITUTED QUINAZOLINES AS INHIBITORS OF P97

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Assignor:

(Signature):



Name: Han-Jie Zhou

City/State: Foster City, CA

Date:

12/02/2014

Assignment

Docket No: 3476.006US1

Assignors: Han-Jie Zhou et al.

Title: FUSED PYRIMIDINES AND SUBSTITUTED QUINAZOLINES AS INHIBITORS OF P97

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Assignor:

(Signature):



Name: Francesco Parlati

City/State: San Francisco, CA

Date:

JRW. 19/2015

Assignment

Docket No: 3476,006US1

Assignors: Han-Jie Zhou et al.

Title: FUSED PYRIMIDINES AND SUBSTITUTED QUINAZOLINES AS INHIBITORS OF P97

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Assignor:

(Signature):



Name: David Wustrow

City/State: Los Gatos, CA

Date:

12/2/2014