504014918 09/21/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4061575

UBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT	
CONVEYING PARTY DA	ΑΤΑ		
		Name Execution Date	
MARTIN TOLAR		04/09/2015	
JOHN HEY		04/11/2015	
PETR KOCIS		04/13/2015	
EREMY YU		04/21/2015	
RECEIVING PARTY DA	ТА		
Name:	ALZHEON, INC.		
Street Address:	111 SPEEN STREET		
Internal Address:	SUITE 306		
City:	FRAMINGHAM		
State/Country:	MASSACHUSETTS		
Postal Code:	01701 Total: 1		
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Total Attachments: 7

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ASSIGNMENT

Martin TOLAR, residing at Framingham, MA, **John HEY**, residing at Framingham, MA, **Petr KOCIS**, residing at Framingham, MA and **Jeremy YU**, residing at Framingham, MA (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **METHODS FOR TREATING NEUROLOGICAL DISORDERS**, and which is a:

- (1) \square provisional application
 - (a) \Box to be filed herewith; or
 - (b) \boxtimes bearing Application No. 61/968,595, and filed on March 21, 2014;
- (2) \Box non-provisional application
 - (a) \Box to be filed herewith; or
 - (b) bearing Application No. , and filed on ; and/or
- - (a) bearing Application No. **PCT/US2015/22058**, and filed on **March 23, 2015**.

WHEREAS, Alzheon, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at <u>111 Speen Street</u>, <u>Suite 306, Framingham, MA 01701</u> (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified in paragraph (1), (2) and/or (3); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for 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 Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified in paragraph (1), (2) and/or (3);

(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, at least one of the 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;

(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, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to 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 a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) 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 set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition

proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

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 the attorney docket number of the application(s) identified in paragraph (1), (2) and/or (3) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Page 4 of 7 Attorney Docket No.: ALZH-004/01WO

4/9/2015 Date:

By:

Martin TOLAR

State of Massachusett S County of Middle Sex April 9th, 2015, before me, Windy Wioblewsky. On Notary Public, personally appeared Martin 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. REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WENDY WROBLEWSKI WITNESS my hand and official seal. Notary Public, Commonwealth of Massachusetts My Commission Expires January 6, 2017

Place Notary Seal Above

My Commission Expires: 01/06/2017-

Signature of Notary Public

Date: April 11, 2015 By: John HF State of New Hampshire SS. County of HI "hachel Dumais before me, On Notary Public, personally appeared John who proved to me on the basis of satisfactory evidende, 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. REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature of Notary Public Place Notary Seal Above

My Commission Expires: My Commission Expires February 16, 2016

By: Pile // Date: 4/13/ State of MASSACHUSETIS, Countr of Middlesex before me, JARAH 3 2015 On Notary Public, personally appeared 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. REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. SARAH M. KINGSBURY Signature of Notary Public lace Nota My Commission Expires September 12, 2019 2-2019 My Commission Expires:

Page 7 of 7 Attorney Docket No.: ALZH-004/01WO

Date: 04/21/2015

By: Jeremy

State of _____ Great Britain and Northern Interand _____ City of Belfast Consulate General _____SS County of ______ of the United States of America _____

On <u>April 21, 2015</u>, before me, <u>Jerny R. Cordell, Consul</u>, Notary Public, personally appeared <u>Jeremy Yongxin Yu</u> who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/ape subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(is), 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.

REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public Jenny R. Cordell Consul My Commission Expires: Indefinit



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RECORDED: 09/21/2016