

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4068794

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MICHAEL GOKEL	09/26/2016
RECEIVING PARTY DATA		
Name:	THE CURATORS OF THE UNIVERSITY OF MISSOURI	
Street Address:	316 UNIVERSITY HALL	
City:	COLUMBIA	
State/Country:	MISSOURI	
Postal Code:	65211	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15186070
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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Correspondent Name:	THOMPSON COBURN LLP	
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Address Line 2:	SUITE 3500	
Address Line 4:	ST LOUIS, MISSOURI 63101	
ATTORNEY DOCKET NUMBER:	65000-156727	
NAME OF SUBMITTER:	J. WENDY DAVIS	
SIGNATURE:	/j. wendy davis/	
DATE SIGNED:	09/26/2016	
Total Attachments: 5		
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**ASSIGNMENT OF PATENT RIGHTS
FROM INVENTOR TO UNIVERSITY**

**(WHERE NON-EMPLOYEE INVENTOR DESIRES TO BE TREATED
AS AN "EMPLOYEE" UNDER SECTION 100.020)**

This Assignment of Patent Rights from Inventor(s) to University Agreement ("Agreement") is entered into by and between Michael Gokel, an individual having an address of 1817 Stenton Path, Chesterfield, Missouri 63005 ("Assignor") and **The Curators of the University of Missouri**, a public corporation of the State of Missouri having a principal place of business at 316 University Hall, Columbia, Missouri 65211, U.S.A. ("Assignee").

WHEREAS Assignor has contributed to the subject matter of the invention disclosed, described, and/or claimed in UM Invention Disclosure No. 16UMS009 entitled Synthetic Ion Transporters increase membrane permeability, transport cations in bacteria, inhibit efflux pump activity and increases substrate accumulation in the bacteria ("Invention Disclosure Form") which is the subject of United States Continuation-in-Part Application Serial No. 15/186,070 filed on June 17, 2016 and entitled Molecules that inhibit efflux pumps in multi-drug resistant bacteria and uses thereof ("Patent Application"); and

WHEREAS, Assignor is not an "Employee" of the Assignee within the meaning of Assignee's Collected Rules and Regulation ("CR&R") Section 100.020 (Patents and Plant Variety Regulations);

WHEREAS, Assignor desires to voluntarily elect to be treated as an "Employee" as set forth in Section 100.020.C.2.(3) with respect to the Invention and Patents (as defined below) such that Assignee shall exclusively control, at Assignee's sole discretion, the filing, prosecution, and maintenance of the Patents at Assignee's expense and Assignor will also be entitled to share any revenues received by Assignee for the Invention in accordance with Section 100.020.H;

WHEREAS Assignor is willing to execute this notarized Agreement in order to assign all of Assignor's rights in the Patent Application (and other rights as more fully set forth below) to Assignee.

NOW THEREFORE, in consideration of Assignor's royalty-sharing rights under the CR&R Section 100.020, the sum of USD \$1.00 in-hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment

Assignor hereby assigns, transfers, and conveys (and confirms any prior such conveyance as the case may be) to Assignee, and Assignee hereby accepts, Assignor's entire right, title and interest in and to:

- (a) the invention disclosed and/or claimed, in whole or in part, in the Patent Application ("Invention");
- (b) all patents and patent applications that have been or may hereafter be filed which are based on the Invention in any country, including the Patent Application and any provisional, non-provisional, divisional, continuation, continuation-in-part, extension, renewal, re-examination, reissue, substitute, supplementary protection

certificate, utility model, or similar legal protection based on the Invention ("Patents");

- (c) the right to claim priority to any of the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or laws of the country in which the Patents are filed, as may be applicable; and
- (d) all rights of action, powers, and benefits arising from ownership of the Patents, including the right to sue for past, present, and future infringement of the Patents, the right to collect royalties, fees, damages, and payments now or hereafter due or payable with respect to the Patents, the right to seek injunctive relief based on the Patents, and the right to pursue all causes of action and all enforcement rights relating to the Patents, whether known or unknown, currently pending or otherwise.

Assignor's rights assigned in (a)-(d) above are referred to collectively in this Agreement as the "Assigned Rights."

Assignor authorizes and requests the Director of the United States Patent and Trademark Office, and any corresponding entity, agency, or official of any other country whose duty it is to issue patents or similar legal protection, to issue the Patents to Assignee such that the Patents will be held by Assignee for its own use and benefit, for the full term for which the Patents are or may be granted.

2. Further Assurances

Upon the reasonable request of Assignee, Assignor agrees to execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement. Without limiting the generality of the foregoing, Assignor agrees to execute any and all assignments and other documents that may be needed to record, vest, or perfect Assignee's right, title, and interest in and to the Assigned Rights as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. Assignor also agrees to execute any and all declarations, oaths, specifications, and other documents requested by Assignee in connection with prosecution of the Patents. Assignor further agrees to cooperate with and assist Assignee with respect to prosecution of the Patents, including communication to Assignee of any facts known to Assignor relating to the Invention and/or any prior art that may be material to patentability of the Invention. Assignor also agrees that in the event any of the Patents become involved in an interference, derivation proceeding, re-examination, reissue, opposition, supplemental examination, *inter partes* review, post grant review, validity, or infringement proceeding or litigation, Assignor will cooperate with and assist Assignee in relation to the proceeding for the benefit of Assignee at Assignee's expense.

3. Assignor to be treated as an "Employee"

Assignor shall be treated as an "Employee" for purposes of Section 100.020 of the CR&R and for no other purpose. Assignee shall have the sole right, at its discretion, to file, prosecute, and/or maintain the any Patents on the Invention. Further, Assignee shall have the sole right, at its discretion, to commercialize the Invention and Patents. Should Assignee receive revenues from the licensing of the Invention or Patents in which Assignor is an inventor,

Assignor will be treated as a "Employee" under the Section 100.020 and receive a portion of such revenues (if any).

4. Representations and Warranties

Assignor represents and warrants to Assignee that:

- (a) Assignor has the full right and power to enter into and perform their obligations under this Agreement without being in breach of any obligations owed by Assignor to any third party;
- (b) The Assigned Rights are free and clear of any agreement, lien, charges, encumbrances, ownership claim, or other claim or right, either written, oral, or implied, which will impair, interfere or conflict with the rights herein assigned to Assignee; and
- (c) Assignor has not assigned, transferred, or otherwise conveyed and will not assign, transfer, or otherwise convey to any third party any right or license under or with respect to the Assigned Rights or execute any other agreement that is conflict with this Agreement.

5. Attorney-In-Fact

Assignor hereby irrevocably appoints the President of Assignee, or the President's designee, as each of Assignor's attorney-in-fact with authority to execute for Assignor and on Assignor's behalf any and all assignments, applications, or other instruments and documents required to be executed by Assignor pursuant to this Agreement, if Assignor is unwilling or unable to execute same. This appointment shall be deemed to be a power coupled with an interest, and as such, is irrevocable.

6. Patent Application Information

Assignor hereby authorizes Assignee or its attorneys to insert in this Assignment the serial number and filing date of the Patent Application when known.

7. Binding Agreement

The provisions of this Agreement are binding upon, and will inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

8. Counterparts

This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document shall be deemed an original instrument, and all of such counterparts, together, shall constitute one and the same executed Agreement.

[The rest of the page is intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment Agreement as of the day and year written below.

ASSIGNOR

By [Signature] Date 9/26/2016
Title Director of Operations

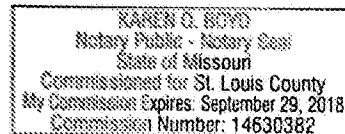
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 26 day of SEPTEMBER, 20 16, before me, a Notary Public in and for the State and County aforesaid, personally appeared Michael Gokel, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

[Signature]
Notary Public

(SEAL)

My Commission Expires: 9/29/18



THE CURATORS OF THE UNIVERSITY OF MISSOURI

By Tamara Wilgers
Tamara Wilgers
Director, Technology Commercialization & Economic Development

9/26/16
Date

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 26 day of SEPTEMBER, 2016, before me, a Notary Public in and for the State and County aforesaid, personally appeared Tamara Wilgers, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and she acknowledged the same to be her free act and deed on behalf of The Curators of the University of Missouri.

Karen O. Boyd
Notary Public

(SEAL)

My Commission Expires: 9/29/18

