

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4069865

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HILARY PLAKE BECK	11/24/2015
JAY PATRICK POWERS	11/24/2015
MAUREEN KAY REILLY	12/05/2015
HUNTER PAUL SHUNATONA	12/01/2015
JAMES ROSS WALKER	12/01/2015
MIKHAIL ZIBINSKY	12/02/2015
MAKSIM OSIPOV	12/03/2015
JUAN CARLOS JAEN	11/24/2015
JAMES AARON BALOG	09/12/2016
DAVID K. WILLIAMS	09/12/2016
JAY A. MARKWALDER	09/12/2016
STEVEN P. SEITZ	09/13/2016
EMILY CHARLOTTE CHERNEY	09/12/2016
LIPING ZHANG	09/12/2016
WEIFANG SHAN	09/12/2016
WEIWEI GUO	09/08/2016
AUDRIS HUANG	09/12/2016
RECEIVING PARTY DATA	
Name:	FLEXUS BIOSCIENCES
Street Address:	ROUTE 206 & PROVINCE LINE ROAD
City:	PRINCETON
State/Country:	NEW JERSEY
Postal Code:	08543
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14933879
CORRESPONDENCE DATA	
Fax Number:	(215)568-3439
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	
PATENT	

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2155648966
Email: assignments@bakerlaw.com
Correspondent Name: BAKER & HOSTETLER LLP
Address Line 1: 2929 ARCH STREET
Address Line 2: CIRA CENTRE
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19104

ATTORNEY DOCKET NUMBER:	082867.000046
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NAME OF SUBMITTER:	LILLIAN I. SCHULTZ
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SIGNATURE:	/Lillian I. Schultz/
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DATE SIGNED:	09/27/2016
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Total Attachments: 20

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ASSIGNMENT
(Patent Application)

We, the undersigned, have invented certain inventions and improvements disclosed in a utility non-provisional patent application entitled

"IMMUNOREGULATORY AGENTS,"

filed with the U.S. Patent & Trademark Office on November 5, 2015

and assigned serial no. 14/933,879.

For good and valuable consideration, the receipt and sufficiency of which we acknowledge, we:

1. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to Flexus Biosciences, Inc., a corporation of the State of Delaware having a principal place of business at Route 206 & Province Line Road, Princeton, New Jersey 08540 ("Assignee"), the entire right, title, and interest in and to:
 - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
 - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
 - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

ASSIGNMENT

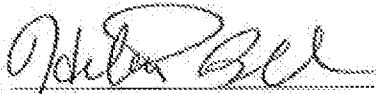
U.S. Serial No. 14/933,879

Attorney Docket No. 096941-0962230-000510US

Page 2 of 5

- (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
 5. Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

Signed on the dates indicated beside our signatures.

Signature:  Date: 11/24/15
Hilary Plake Beck

Signature: _____ Date: _____
Juan Carlos Jaen

ASSIGNMENT

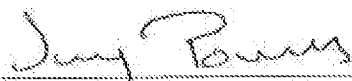
U.S. Serial No. 14/933,879

Attorney Docket No. 096941-0962230-000510US


Page 3 of 5

Signature: _____ Date: _____

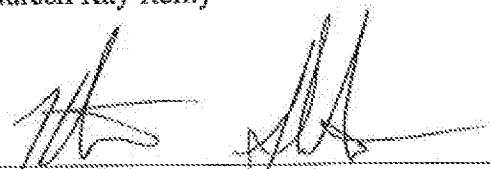
Maxim Osipov

Signature:  _____ Date: 11/24/15

Jay Patrick Powers

Signature:  _____ Date: 12/5/15

Maureen Kay Reilly

Signature:  _____ Date: 12/1/15

Hunter Paul Shunatona

Signature:  _____ Date: 12/1/15

James Ross Walker

Signature:  _____ Date: 12/02/15

Mikhail Zibinsky

Signature: _____ Date: _____

James Aaron Balog

ASSIGNMENT

U.S. Serial No. 14/933,879

Attorney Docket No. 096941-0962230-000510US

Page 4 of 5

Signature: _____ Date: _____

David K. Williams

Signature: _____ Date: _____

Jay A. Markwalder

Signature: _____ Date: _____

Steven P. Seitz

Signature: _____ Date: _____

Emily Charlotte Cherney

Signature: _____ Date: _____

Liping Zhang

Signature: _____ Date: _____

Weifang Shan

Signature: _____ Date: _____

Weiwei Guo

ASSIGNMENT

U.S. Serial No. 14/933,879

Attorney Docket No. 096941-0962230-000510US

Page 5 of 5

Signature: _____ Date: _____

Audris Huang

Assignee hereby accepts this Assignment: _____

Paul D. Golian
Vice President &
Assistant General Counsel

Date: _____

67959545V.1

ASSIGNMENT
(Patent Application)

We, the undersigned, have invented certain inventions and improvements disclosed in a utility non-provisional patent application entitled

"IMMUNOREGULATORY AGENTS,"

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1. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to Flexus Biosciences, Inc., a corporation of the State of Delaware having a principal place of business at Route 206 & Province Line Road, Princeton, New Jersey 08540 ("Assignee"), the entire right, title, and interest in and to:
 - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
 - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
 - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

ASSIGNMENT

U.S. Serial No. 14/933,879

Attorney Docket No. 096941-0962230-000510US

Page 2 of 5

- (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
5. Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

Signed on the dates indicated beside our signatures.

Signature: _____ Date: _____
Hilary Plake Beck

Signature: _____ Date: _____
Juan Carlos Jaen

ASSIGNMENT

U.S. Serial No. 14/933,879

Attorney Docket No. 096941-0962230-000510US

Page 3 of 5

Signature: Maksim Osipov Date: 12/3/15
Maksim Osipov

Signature: _____ Date: _____
Jay Patrick Powers

Signature: _____ Date: _____
Maureen Kay Reilly

Signature: _____ Date: _____
Hunter Paul Shunatona

Signature: _____ Date: _____
James Ross Walker

Signature: _____ Date: _____
Mikhail Zibinsky

Signature: _____ Date: _____
James Aaron Balog

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U.S. Serial No. 14/933,879

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Page 4 of 5

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Signature: _____ Date: _____

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Signature: _____ Date: _____

Liping Zhang

Signature: _____ Date: _____

Weifang Shan

Signature: _____ Date: _____

Weiwei Guo

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U.S. Serial No. 14/933,879
Attorney Docket No. 096941-0962230-000510US
Page 5 of 5

Signature: _____ Date: _____

Audris Huang

Assignee hereby accepts this Assignment: _____

Paul D. Golian
Vice President &
Assistant General Counsel

Date: _____

67978579V.1

ASSIGNMENT
(Patent Application)

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- I. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to Flexus Biosciences, Inc., a corporation of the State of Delaware having a principal place of business at Route 206 & Province Line Road, Princeton, New Jersey 08540 ("Assignee"), the entire right, title, and interest in and to:
 - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
 - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
 - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

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U.S. Serial No. 14/933,879

Attorney Docket No. 096941-0962230-000510US

Page 2 of 5

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Signed on the dates indicated beside our signatures.

Signature: _____

Date: _____

Hilary Plake Beck

Signature: Juan C Jaen

Date: 11/24/15

Juan Carlos Jaen

ASSIGNMENT

U.S. Serial No. 14/933,879

Attorney Docket No. 096941-0962230-000510US

Page 3 of 5

Signature: _____ Date: _____

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Mikhail Zibinsky

Signature: _____ Date: _____

James Aaron Balog

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U.S. Serial No. 14/933,879

Attorney Docket No. 096941-0962230-000510US

Page 5 of 5

Signature: _____

Audris Huang

Date: _____

Assignee hereby accepts this Assignment: _____

Paul D. Golian
Vice President &
Assistant General Counsel

Date: _____

67959545V.1

ASSIGNMENT

We,

James Aaron BALOG, David K. WILLIAMS, Jay A. MARKWALDER, Steven P. SEITZ, Emily Charlotte CHERNEY, Liping ZHANG, Weifang SHAN, Weiwei GUO and Audris HUANG

pursuant to contractual obligations heretofore assumed by us and/or for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, do hereby sell and assign to Flexus Biosciences, Inc., a Delaware corporation, having a place of business at Route 206 and Province Line Road, Princeton, NJ 08543, and its successors, assigns and legal representatives, all our right, title and interest, which includes the right to and full benefit of such priorities as may now or hereafter be granted to us by local laws or by treaty, including any international convention for the protection of industrial property, in and for all countries of the world, including the United States and its territories and possessions, in and to the invention entitled:

IMMUNOREGULATORY AGENTS

invented by us and described in the non-provisional United States patent application

Application Number 14/933,879, filed 05 November 2015

including said non-provisional United States patent application and any application claiming priority from said non-provisional application, filed in any country, and any patents which may be issued and/or granted thereon, and all divisions, continuations, reissues, reexamination certificates and extensions thereof in all countries, the said interest being the entire ownership of said invention and all of said applications, patents (including reissue patents), extensions and reexamination certificates to be held and enjoyed by the said Flexus Biosciences, Inc., and its successors and assigns to the full end of the terms to which said patents (including reissue patents), extensions and reexamination certificates may be granted and/or issued, as fully and entirely as the same would have been held and enjoyed by us if this sale, assignment and transfer had not been made;

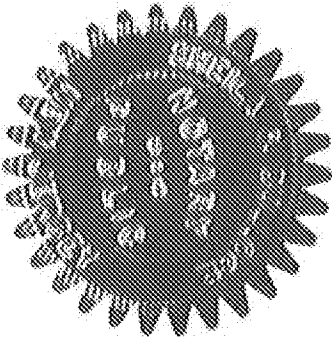
And we hereby agree to communicate to said assignee or its representatives any facts known to us respecting said invention, to testify in any legal proceedings, to sign and/or execute any further documents and/or instruments which may be necessary, lawful and proper in and/or for the filing and/or prosecution of all applications, including divisional, continuation and reissue applications, extensions and reexamination certificates and/or the granting and/or issuance thereof and/or to otherwise secure title to said invention and all of said applications, patents (including reissue patents), extensions and reexamination certificates in said assignee, and in general to do everything possible to aid said assignee, its successors and assigns to obtain and enforce proper protection for said invention in all countries.

Signed this 12th day of September, 2016, by J. Aaron Balog
James Aaron Balog

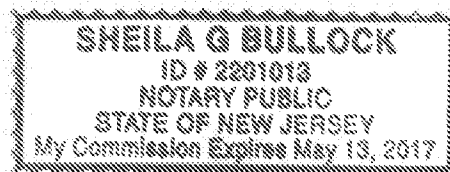
NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF NEW JERSEY) ss.
COUNTY OF MERCER)

On this 12th day of September, 2016, personally appeared before me, **James Aaron Balog**, known or identified to me to be the individual(s) described in and who executed the foregoing Assignment and acknowledged the same as a free act and deed for uses and purposes therein expressed.



Sheila G. Bullock
Notary Public

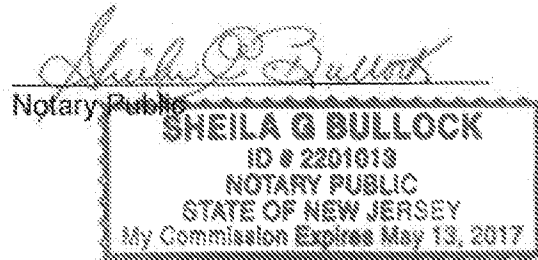
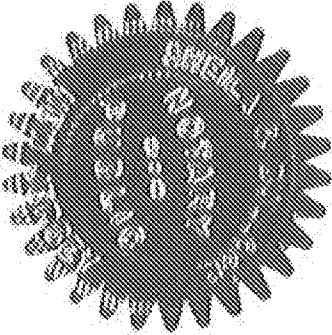


Signed this 12th day of September, 2016, by David K. Williams
David K. Williams

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
 STATE OF NEW JERSEY) ss.
 COUNTY OF MERCER)

On this 12th day of September, 2016, personally appeared before me,
David K. Williams, known or identified to me to be the individual(s) described in and who executed
 the foregoing Assignment and acknowledged the same as a free act and deed for uses and purposes
 therein expressed.

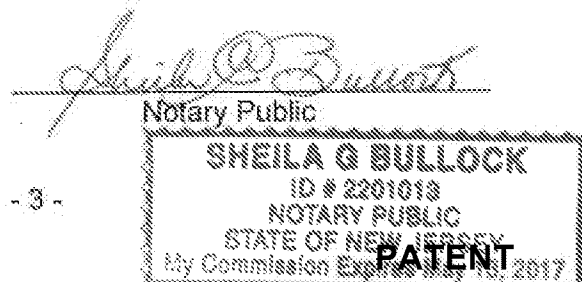
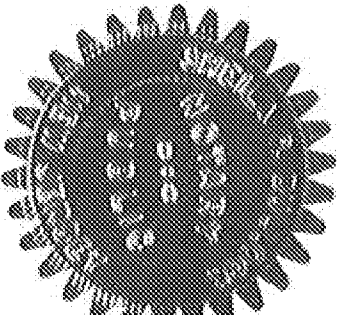


Signed this 12th day of September, 2016, by Jay A. Markwalder
Jay A. Markwalder

NOTARIAL CERTIFICATE

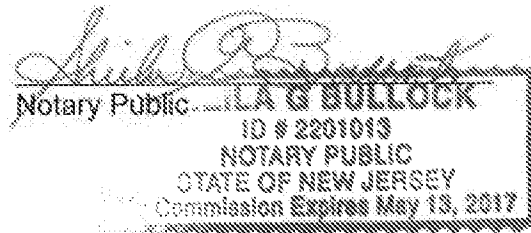
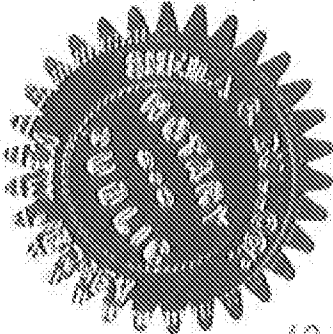
UNITED STATES OF AMERICA)
 STATE OF NEW JERSEY) ss.
 COUNTY OF MERCER)

On this 12th day of September, 2016, personally appeared before me,
Jay A. Markwalder, known or identified to me to be the individual(s) described in and who executed
 the foregoing Assignment and acknowledged the same as a free act and deed for uses and purposes
 therein expressed.

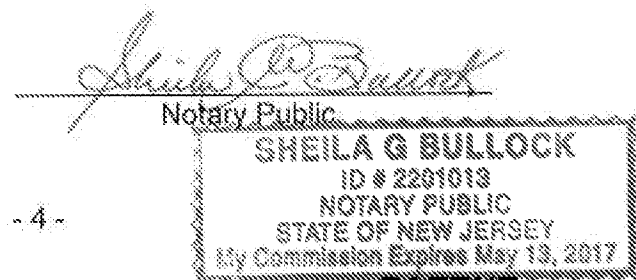
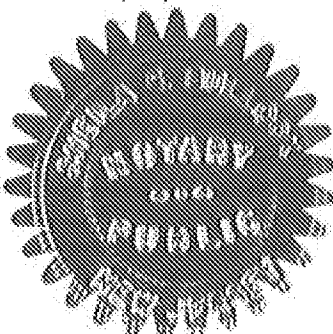


Signed this 13 day of September, 2016, bySteven P. Seitz
Steven P. SeitzNOTARIAL CERTIFICATEUNITED STATES OF AMERICA)
STATE OF NEW JERSEY) ss.
COUNTY OF MERCER)

On this 13th day of September, 2016, personally appeared before me,
Steven P. Seitz, known or identified to me to be the individual(s) described in and who executed the
 foregoing Assignment and acknowledged the same as a free act and deed for uses and purposes
 therein expressed.

Signed this 12 day of September, 2016, byEmily Charlotte Cherney
Emily Charlotte CherneyNOTARIAL CERTIFICATEUNITED STATES OF AMERICA)
STATE OF NEW JERSEY) ss.
COUNTY OF MERCER)

On this 12th day of September, 2016, personally appeared before me,
Emily Charlotte Cherney, known or identified to me to be the individual(s) described in and who
 executed the foregoing Assignment and acknowledged the same as a free act and deed for uses and
 purposes therein expressed.



- 4 -

PATENT

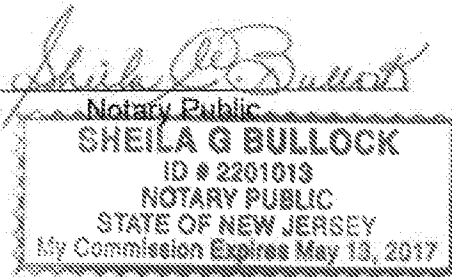
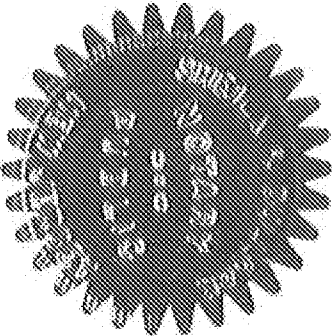
REEL: 039862 FRAME: 0692

Signed this 12th day of September, 2016, by Liping Zhang
Liping Zhang

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
 STATE OF NEW JERSEY) ss.
 COUNTY OF MERCER)

On this 12th day of September, 2016, personally appeared before me,
Liping Zhang, known or identified to me to be the individual(s) described in and who executed the
 foregoing Assignment and acknowledged the same as a free act and deed for uses and purposes
 therein expressed.

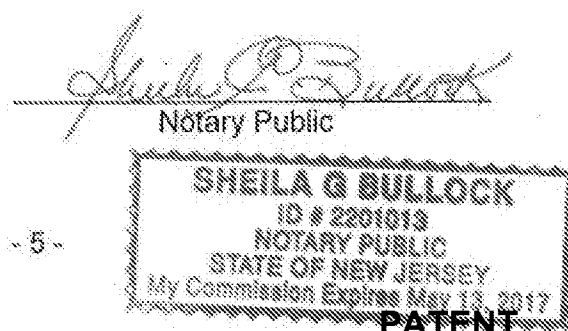
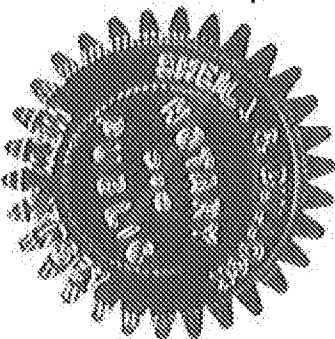


Signed this 12th day of September, 2016, by Weifang Shan
Weifang Shan

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
 STATE OF NEW JERSEY) ss.
 COUNTY OF MERCER)

On this 12th day of September, 2016, personally appeared before me,
Weifang Shan, known or identified to me to be the individual(s) described in and who executed the
 foregoing Assignment and acknowledged the same as a free act and deed for uses and purposes
 therein expressed.



- 5 -

PATENT

REEL: 039862 FRAME: 0693

Signed this 8th day of September, 2016, by Weiwei Guo
Weiwei Guo

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
 STATE OF NEW JERSEY) ss.
 COUNTY OF MERCER)

On this 8th day of September, 2016, personally appeared before me,
Weiwei Guo, known or identified to me to be the individual(s) described in and who executed the
 foregoing Assignment and acknowledged the same as a free act and deed for uses and purposes
 therein expressed.

SEAL

JULIE M STASZEWSKI
 Notary Public of New Jersey
 My Commission Expires October 20, 2019

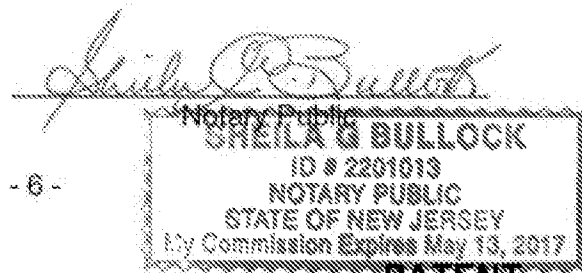
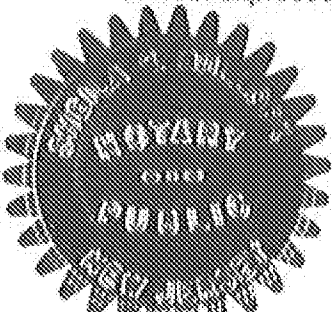
Notary Public

Signed this 12th day of September, 2016, by Audris Huang
Audris Huang

NOTARIAL CERTIFICATE

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 STATE OF NEW JERSEY) ss.
 COUNTY OF MERCER)

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Audris Huang, known or identified to me to be the individual(s) described in and who executed the
 foregoing Assignment and acknowledged the same as a free act and deed for uses and purposes
 therein expressed.



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PATENT