

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAEL T NORDSIEK	12/11/2009
SHARON F. LEVY	12/10/2009
JAMES H. LEE	12/10/2009
JAMES H. KULP	12/11/2009
KODUMUDI S. BALAJI	12/10/2009
TZE-CHIANG MENG	12/14/2009
JASON J. WU	12/11/2009
VALYN S. BAHM	12/11/2009
ROBERT BABILON	12/11/2009
RECEIVING PARTY DATA	
Name:	GRACEWAY PHARMACEUTICALS, LLC
Street Address:	340 MARTIN LUTHER KING JR. BOULEVARD
Internal Address:	SUITE 500
City:	BRISTOL
State/Country:	TENNESSEE
Postal Code:	37620
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15187751
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	slane@kilpatricktownsend.com
Correspondent Name:	KILPATRICK TOWNSEND & STOCKTON LLP
Address Line 1:	TWO EMBARCADERO CENTER, SUITE 1900
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	092785-001629US-1011913
NAME OF SUBMITTER:	SHARLEEN LANE

SIGNATURE:	/Sharleen Lane/
DATE SIGNED:	10/06/2016
Total Attachments: 12 source=1101913_asg_invs_to_graceway#page1.tif source=1101913_asg_invs_to_graceway#page2.tif source=1101913_asg_invs_to_graceway#page3.tif source=1101913_asg_invs_to_graceway#page4.tif source=1101913_asg_invs_to_graceway#page5.tif source=1101913_asg_invs_to_graceway#page6.tif source=1101913_asg_invs_to_graceway#page7.tif source=1101913_asg_invs_to_graceway#page8.tif source=1101913_asg_invs_to_graceway#page9.tif source=1101913_asg_invs_to_graceway#page10.tif source=1101913_asg_invs_to_graceway#page11.tif source=1101913_asg_invs_to_graceway#page12.tif	

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Michael T. Nordsiek; Sharon F. Levy; James H. Lee; James H. Kulp; Kodumudi S. Balaji; Tze-Chiang Meng; Jason J. Wu; Valyn S. Bahm; and Robert Babilon (hereinafter referred to as Assignors), residing at 737 Bair Road, Berwyn, PA 19312; 404 East Mount Airy Avenue, Philadelphia, PA 19119; 106 Old Lancaster Road, Devon, PA 19331; 104 Crosspointe Drive, West Chester, PA 19380; 3004 Honeymead Road, Downingtown, PA 19335; 1115 Trappers Court, Lino Lakes, MN 55038; 608 Trephanny Lane, Wayne, PA 19087; 210 Dylan Lane, Phoenixville, PA 19460; and 510 Fancy Hill Road, Boyertown, PA 19512, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in LOWER DOSAGE STRENGTH IMIQUIMOD FORMULATIONS AND SHORTER DOSING REGIMENS FOR TREATING ACTINIC KERATOSIS, set forth in a Patent application for Letters Patent of the United States, filed on December 19, 2008 as U.S. Application No. 61/139,536; January 14, 2009 as U.S. Application No. 61/144,731; and January 15, 2009, as U.S. Application No. 61/205,145, and Utility Application No. 12/636,613 filed December 11, 2009; PCT/US09/67759 filed December 11, 2009; and

WHEREAS, Graceway Pharmaceuticals, LLC, a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at Suite 500, 340 Martin Luther King Jr. Boulevard, Bristol, Tennessee 37620 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect

divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Provisional application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

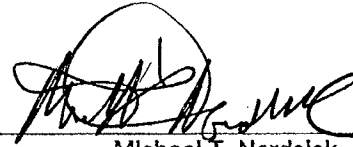
AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

EDWARDS ANGELL PALMER & DODGE LLP

All practitioners at Customer Number 21874

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

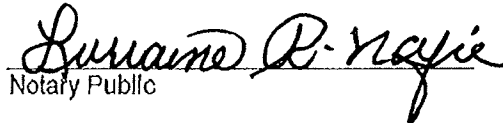


Michael T. Nordsiek

Date: 11 December 2009

United States of America)
State of PA) ss.:
County of Chester)

On this 11th day of December, 2009, before me
personally came Michael T. Nordsiek, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

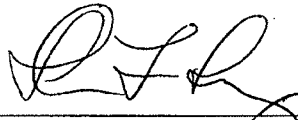

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Lorraine R. Nafie, Notary Public
West Whiteland Twp., Chester County
My Commission Expires Aug. 5, 2012

Member, Pennsylvania Association of Notaries


Sharon F. Levy

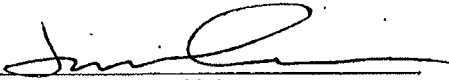
Date: 10 December 2009

United States of America)
State of PA) ss.:
County of Chester)

On this 10th day of Dec, 2009, before me
personally came Sharon F. Levy, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lorraine R. Nafie, Notary Public
West Whiteland Twp., Chester County
My Commission Expires Aug. 5, 2012
Member, Pennsylvania Association of Notaries


James H. Lee

Date: 10 Dec 2009

United States of America)
State of PA) ss.:
County of Chester)

On this 10th day of December, 2009, before me
personally came James H. Lee, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lorraine R. Nafie, Notary Public
West Whiteland Twp., Chester County
My Commission Expires Aug. 5, 2012
Member, Pennsylvania Association of Notaries


James H. Kulp

Date: December 11, 2009

United States of America)
State of PA) ss.:
County of Chester)

On this 11th day of December, 2009, before me
personally came James H. Kulp, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public

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West Whiteland Twp., Chester County
My Commission Expires Aug. 5, 2012
Member, Pennsylvania Association of Notaries

K S Balaji
Kodumudi S. Balaji


Date: 12 11 09

United States of America)
State of PA) ss.:
County of Chester)

On this 10th day of December, 2009, before me
personally came Kodumudi S. Balaji, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Lorraine R. Nafie
Notary Public

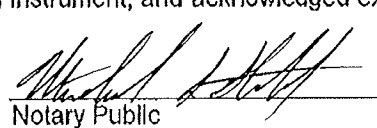
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West Whiteland Twp., Chester County
My Commission Expires Aug. 5, 2012
Member, Pennsylvania Association of Notaries


Tze-Chiang Meng

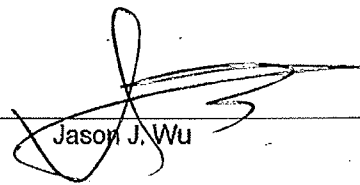
Date: 12-14-2009

United States of America)
State of Minnesota) ss.:
County of Ramsey)

On this 14th day of December, 2009, before me
personally came Tze-Chiang Meng, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public



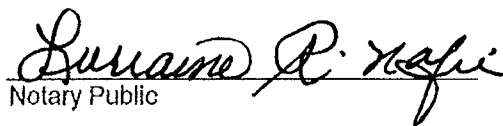


Jason J. Wu

Date: 11 December 2009

United States of America)
State of PA) ss.:
County of Chester)

On this 11th day of December, 2009, before me
personally came Jason J. Wu, to me known to be the Individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.



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Lorraine R. Nafie, Notary Public
West Whiteland Twp., Chester County
My Commission Expires Aug. 5, 2012
Member, Pennsylvania Association of Notaries

Valyn S Bahm
Valyn S. Bahm

Date: 11 December 2009

United States of America)
State of PA) ss.:
County of Chester)

On this 11th day of December, 2009, before me
personally came Valyn S. Bahm, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Lorraine R. Nafie
Notary Public

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Notarial Seal
Lorraine R. Nafie, Notary Public
West Whiteland Twp., Chester County
My Commission Expires Aug. 5, 2012
Member, Pennsylvania Association of Notaries

Robert Babilon

Robert Babilon

Date: 12/11/09

United States of America)
State of PA) ss.:
County of Chester)

On this 11th day of December, 2009, before me
personally came Robert Babilon, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Lorraine R. Nafie
Notary Public

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Notarial Seal
Lorraine R. Nafie, Notary Public
West Whiteland Twp., Chester County
My Commission Expires Aug. 5, 2012
Member, Pennsylvania Association of Notaries