

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4093096

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FORUM PHARMACEUTICALS INC.	07/11/2016
RECEIVING PARTY DATA	
Name:	IRONWOOD PHARMACEUTICALS, INC.
Street Address:	301 BINNEY STREET
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02142
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	62243968
Application Number:	62247882
Application Number:	61384694
Application Number:	61612866
Application Number:	14490036
CORRESPONDENCE DATA	
Fax Number:	(617)449-6500
<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>	
Phone:	6174496500
Email:	cgiordani@mccarter.com
Correspondent Name:	ANDREJ BARBIC
Address Line 1:	265 FRANKLIN STREET
Address Line 2:	MCCARTER ENGLISH LLP
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	127553-00001
NAME OF SUBMITTER:	ANDREJ BARBIC
SIGNATURE:	/Andrej Barbic/
DATE SIGNED:	10/12/2016
Total Attachments: 9	

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ASSIGNMENT

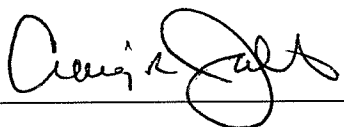
FORUM PHARMACEUTICALS INC., a Delaware corporation having an office and a place of business at 225 Second Avenue, Waltham, MA 02451 (hereinafter "**ASSIGNOR**"), for good and valuable consideration by IRONWOOD PHARMACEUTICALS, INC., a Delaware corporation having an office and a place of business at 301 Binney Street, Cambridge, MA 02142 (hereinafter "**ASSIGNEE**"), the sufficiency of which and receipt of which is hereby acknowledged, does hereby assign and transfer to said ASSIGNEE, its successors and assigns, the below indicated right, title, and interest, **throughout the world** to the Patents and Patent Applications listed in Schedule A, all patents, divisions, reissues, continuations, and any extensions thereof and rights of priority therein, said interest being our entire ownership interest in the same, to be held and enjoyed by said ASSIGNEE, its successors, assigns, or other legal representatives, to the full end of the term thereof, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made;

And for the consideration aforesaid, ASSIGNOR hereby covenants and agrees to and with said ASSIGNEE, its successors and assigns, that whenever ASSIGNEE, its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of or any other proceeding or action in connection with an application concerning said Invention(s), including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of such application or patent issuing therefrom is lawful and desirable, ASSIGNOR will use reasonable efforts to, and to the extent that Assignor has not filed a certificate of dissolution under the General Corporation Law of the State of Delaware ("**Reasonable Efforts**"), sign all papers and drawings, take all rightful oaths and affidavits, and do all acts reasonably necessary or required to be done for the procurement of all lawful rights associated with the Invention(s), or for the reissue or continuation or extension of the same, will use Reasonable Efforts to do all acts necessary or required to secure in said ASSIGNEE, its successors or assigns, the title to and full benefit of all rights hereby assigned, without charge to said ASSIGNEE or its successors or assigns, but at its or their expense;

And ASSIGNOR hereby authorizes and requests the Commission of Patents and Trademarks and any other granting authority to issue any Letters Patent resulting from said Invention(s) and application(s) concerning same to said ASSIGNEE.

ASSIGNOR, with execution from the duly authorized officer below, declares under penalty of perjury under the laws of the USA, and under penalty of the laws of any other jurisdiction before which this document may be presented, that ASSIGNOR has signed this document as its own free act and that all of the foregoing is true and correct.

FORUM PHARMACEUTICALS INC.

By: 

Date: 7/11/16

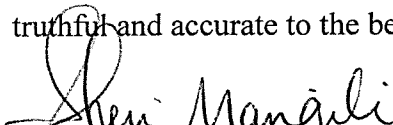
Name: Craig Jalbert

Title: President

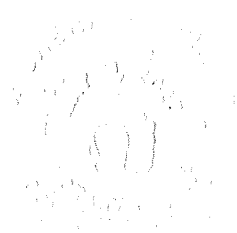
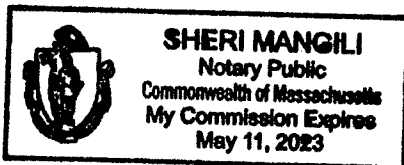
State of:

County of:

On this 11 day of July, 2016, before me, the undersigned notary public, personally appeared Craig Jalbert, proved to me through satisfactory evidence of identification which were drivers license, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.


Notary Public

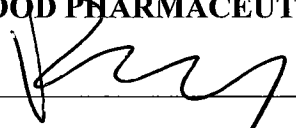
My Commission Expires: May 11, 2023



ACCEPTANCE BY ASSIGNEE

In connection with an assignment in any jurisdiction in which an acceptance by ASSIGNEE is required, I hereby accept this assignment on behalf of Ironwood Pharmaceuticals, Inc. I declare under penalty of perjury under the laws of the USA, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I am an officer of the ASSIGNEE with full authority to sign on its behalf:

IRONWOOD PHARMACEUTICALS, INC.

By: 

Date: 7/11/16

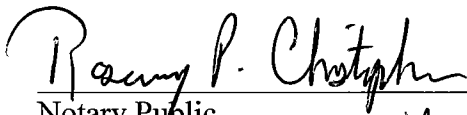
Name: T. GRANCY

Title: CFO

State of:

County of:

On this 11 day of July, 2016, before me, the undersigned notary public, personally appeared Thomas N. Grancy, proved to me through satisfactory evidence of identification which were Mass. Drivers License, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



Notary Public

My Commission Expires: March 14, 2019

Title	Country	Appln. No.	Filing Date	Patent No.	Issue Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
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