

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4093663

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EPITHERAPEUTICS, APS	01/18/2016
RECEIVING PARTY DATA	
Name:	GILEAD SCIENCES, INC.
Street Address:	333 LAKSESIDE DRIVE
City:	FOSTER CITY
State/Country:	CALIFORNIA
Postal Code:	94404
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14472059
PCT Number:	US2015046921
CORRESPONDENCE DATA	
Fax Number:	(415)576-0300
<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:	4155760200
Email:	samdemichael@kilpatricktownsend.com
Correspondent Name:	KIPATRICK TOWNSEND AND STOCKTON LLP
Address Line 1:	2 EMBARCADERO CENTER SUITE 1900
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111
NAME OF SUBMITTER:	SAMRA AMDMICHAEL
SIGNATURE:	/Samra Amdemichael/
DATE SIGNED:	10/12/2016
Total Attachments: 19	
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ASSIGNMENT

THOMAS BOESEN, MARC LABELLE, YING YANG, NEERJA SARASWAT, DASTAGIRI DUDEKULA, CYRIL JOHN COOK, RAMKRISHNA REDDY VAKITI, RUI ZHANG, and FARMAN ULLAH (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 **COMPOUNDS AND METHODS FOR INHIBITING HISTONE DEMETHYLASES**, and which is a:

- (1) provisional application
 (a) to be filed herewith; or
 (b) bearing Application No. , and filed on ;
- (2) non-provisional application
 (a) to be filed herewith; or
 (b) bearing Application No. 14/836,397, and filed on August 26, 2015; and/or
- (3) PCT application
 (a) bearing Application No. PCTUS2015/046921, and filed on August 26, 2015 .
- (4) a patent application bearing Serial No. , and filed on ;
 and/or
- (5) attached hereto.

WHEREAS, EPITHERAPEUTICS APS, a corporation having its principal place of business at 333 Lakeside Drive, Foster City, CA, 94404, its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; 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 any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all 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 a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of 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 above;

(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 above 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 any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; 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 Assignor, 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 above 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.

Date: NOV 23 2015

By: 
THOMAS BOESEN

IN WITNESS WHEREOF, I, Marena, hereby
declare

(Printed name of witness)

That I was personally present and did see the above named person duly sign and execute
the assignment.

Kamirisko Marena
(Signature of witness)

Date: 23. NOV. 2015

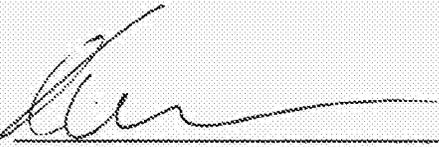
IN WITNESS WHEREOF, I, Jarostan, hereby
declare

(Printed name of witness)

That I was personally present and did see the above named person duly sign and execute
the assignment.

Jarostan Kaminski
(Signature of witness)

Date: 23.11.2015

Date: November 17, 2015 By: 
MARC LABELLE

IN WITNESS WHEREOF, I, Aelene Perrier, hereby
declare
(Printed name of witness)

That I was personally present and did see the above named person duly sign and execute
the assignment.


(Signature of witness)

Date: November 17, 2015

IN WITNESS WHEREOF, I, Jeanne I. Heimers, hereby
declare
(Printed name of witness)

That I was personally present and did see the above named person duly sign and execute
the assignment.

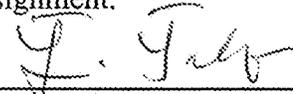

(Signature of witness)

Date: November 17, 2015

Date: 11/17/2015 By: 
YING YANG

IN WITNESS WHEREOF, I, LOBOMIR SEBO, hereby
declare
(Printed name of witness)

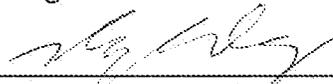
That I was personally present and did see the above named person duly sign and execute
the assignment.


(Signature of witness)

Date: 11/17/2015

IN WITNESS WHEREOF, I, ZHONG WANG, hereby
declare
(Printed name of witness)

That I was personally present and did see the above named person duly sign and execute
the assignment.


(Signature of witness)

Date: 11/17/15

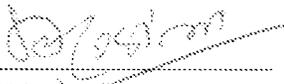
Date: NOV 24, 2015

By: N. Saraswat
NEERJA SARASWAT

IN WITNESS WHEREOF, I, QASIM KHAN, hereby
declare

(Printed name of witness)

That I was personally present and did see the above named person duly sign and execute
the assignment.


(Signature of witness)

Date: NOV 24, 2015

IN WITNESS WHEREOF, I, _____, hereby
declare

(Printed name of witness)

That I was personally present and did see the above named person duly sign and execute
the assignment.

(Signature of witness)

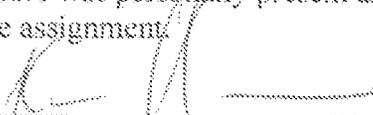
Date: _____

Date: 16th NOV 2015

By: 
DASTAGIRI DUDEKULA

IN WITNESS WHEREOF, I, Kevin Johnson, hereby
declare
(Printed name of witness)

That I was personally present and did see the above named person duly sign and execute
the assignment.


(Signature of witness)

Date: Nov 16/2015

IN WITNESS WHEREOF, I, JEAN-BAPTISTE TWIGANIRE, hereby
declare
(Printed name of witness)

That I was personally present and did see the above named person duly sign and execute
the assignment.


(Signature of witness)

Date: NOV 16th, 2015

Date: Nov. 16th, 2015

By: 

CYRIL JOHN COOK

IN WITNESS WHEREOF, I, TEROMAE ASSUMATINE, hereby declare

(Printed name of witness)

That I was personally present and did see the above named person duly sign and execute the assignment.

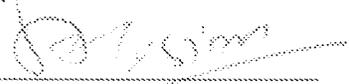

(Signature of witness)

Date: 2015/11/17

IN WITNESS WHEREOF, I, GASIM KHAN, hereby declare

(Printed name of witness)

That I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of witness)

Date: Nov 17, 2015

Date: Nov 16, 2015

By: *Ramkrishna Reddy*
RAMKRISHNA/REDDY VAKITI

IN WITNESS WHEREOF, I, *RASIMA KHAN*, hereby declare

(Printed name of witness)

That I was personally present and did see the above named person duly sign and execute the assignment.

Rasima Khan
(Signature of witness)

Date: Nov. 16. 2015

IN WITNESS WHEREOF, I, *TRIOVAE ACCOUNTING*, hereby declare

(Printed name of witness)

That I was personally present and did see the above named person duly sign and execute the assignment.

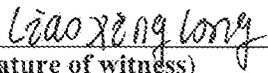
T. ASH
(Signature of witness)

Date: 2015/11/16

Date: 2015-11-18 By: 
RUI ZHANG

IN WITNESS WHEREOF, I, Liaoxinglong, hereby
declare
(Printed name of witness)

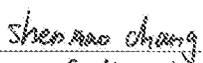
That I was personally present and did see the above named person duly sign and execute
the assignment.


(Signature of witness)

Date: 2015. 11. 18.

IN WITNESS WHEREOF, I, Shenmao chang, hereby
declare
(Printed name of witness)

That I was personally present and did see the above named person duly sign and execute
the assignment.


(Signature of witness)

Date: 2015. 11. 18

Date: Nov 16th 2015

By: 
FARMAN ULLAH

IN WITNESS WHEREOF, I, QASIM KHAN, hereby
declare

(Printed name of witness)

That I was personally present and did see the above named person duly sign and execute
the assignment.


(Signature of witness)

Date: Nov. 16. 2015

IN WITNESS WHEREOF, I, RAFIQ ALI TAJ, hereby
declare

(Printed name of witness)

That I was personally present and did see the above named person duly sign and execute
the assignment.


(Signature of witness)

Date: Nov 16, 2015

US PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is dated as of January 20, 2016 (the "Effective Date"), and is entered into between EpiTherapeutics, ApS ("Assignor") and Gilead Sciences, Inc. ("Assignee").

WHEREAS, Assignor is the record owner of the Assigned PR (as defined below);
and

WHEREAS, Assignor has agreed to sell, assign and transfer to Assignee legal title in the Assigned PR.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Assignor hereby sells, assigns, transfers and conveys to Assignee and its successors, assigns, licensees, and other legal representatives all of Assignor's legal title in and to those patent rights (PR) of Assignor relating to the United States, including without limitation those listed on Schedule 1 hereto, including the right to claim priority from the same in the United States together in each case with all registrations, applications therefor, patents (as applicable) issuing from any applications therefor, and renewals and extensions of the foregoing in the United States that are or may be secured under the laws of the United States, including any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof, now or hereafter in effect, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, (collectively, the "Assigned PR"). Assignor hereby waives and agrees not to enforce any rights of attribution and integrity and other moral rights Assignor may have in the Assigned PR.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Assigned PR, and issue any and all registrations thereon to Assignee, as assignee of Assignor's legal title in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance, at Assignee's request and expense but without additional compensation, including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required, in connection with (1) preparation and prosecution of any application relating to any of the Assigned PR that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Assigned PR, including testifying as to any facts relating to the Assigned PR and this Assignment; (3) enforcement of Assignee's rights in any Assigned PR; and (4) implementation, perfection and/or recording of this Assignment (or if Assignor is unavailable for any reason, Assignor hereby appoints Assignee as attorney-in-fact to take such actions and execute such documents on Assignor's behalf).

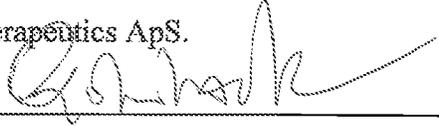
This Assignment will inure to the benefit of Assignee, its successors and assigns, and will bind Assignor and its successors and permitted assigns.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the Effective Date.

EpiTherapeutics ApS.

By: 

Print Name: Robin Washington
Title: Director

By: _____

Print Name: Brett Pletcher
Title: Director

State of _____)

) SS:

County of _____)

On this the _____ day of _____, 2015, _____ personally appeared before me, to me known to be the person named in and who executed the above Assignment individually, and acknowledged to me that he or she executed the same for the uses and the purposes therein mentioned.

SEAL

NOTARY PUBLIC

Acknowledged:

GILEAD SCIENCES, INC.

By: _____

Print Name: Brett Pletcher
Title: EVP, General Counsel, & Corporate Secretary

State of _____)

) SS:

County of _____)

[Signature Page to Patent Assignment]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)

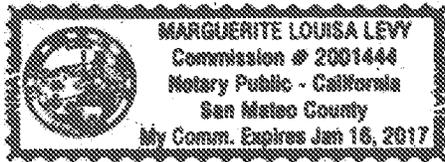
On Jan 18, 2016 before me, Marguerite Louisa Levy, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robin Washburn
Name(s) of Signer(s)

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.

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 Marguerite Louisa Levy
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer --- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer --- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss.
County of San Mateo)

On January 20, 2016, before me, Patricia Oto, Notary Public, personally appeared Brett A. Fletcher, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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.



Patricia Oto, Notary Public



Schedule 1

EpiTherapeutics ApS Patent Rights

<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Publication No.</u>	<u>Publication Date</u>	<u>Patent No.</u>	<u>Grant Date</u>
United States of America	61/770050	2/27/2013				
United States of America	61/708806	10/2/2012				
United States of America	14/472059	8/28/2014	US-2014-0371195-A1	12/18/2014		
United States of America	14/381558	10/1/2013	2015-0203453	7/23/2015		
United States of America	61/931126					
United States of America	61/770065					
United States of America	61/770058					
United States of America	61/770067					
United States of America	14/472065	8/28/2014	US-2014-0371214-A1	12/18/2014	9221801	12/29/2015
United States of America	14/381,556	2/26/2014				
United States of America	62/042,717	8/27/2014				
United States of America	14/836397	8/26/2015				
United States of America	61/972,972	3/31/2014				