

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	2	
CONVEYING PARTY DATA		
	Name	Execution Date
	VTVX HOLDINGS II LLC	07/29/2015
RECEIVING PARTY DATA		
Name:	VTV THERAPEUTICS LLC	
Street Address:	4170 MENDENHALL OAKS PARKWAY	
City:	HIGH POINT	
State/Country:	NORTH CAROLINA	
Postal Code:	27265	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15286661
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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Email:	patentmail@vtvtherapeutics.com	
Correspondent Name:	SAMUEL B. ROLLINS	
Address Line 1:	4170 MENDENHALL OAKS PARKWAY	
Address Line 4:	HIGH POINT, NORTH CAROLINA 27265	
ATTORNEY DOCKET NUMBER:	3025.210-US	
NAME OF SUBMITTER:	SAMUEL B. ROLLINS	
SIGNATURE:	/Samuel B. Rollins/	
DATE SIGNED:	10/18/2016	
Total Attachments: 5		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of July 29, 2015, is made by and between vTvx Holdings II LLC (which prior to July 29, 2015 was known as High Point Pharmaceuticals, LLC) ("Assignor"), a Delaware limited liability company, and vTv Therapeutics LLC ("Assignee", and together with Assignor, the "Parties").

WHEREAS, the Parties have entered into that certain Reorganization Agreement, dated as of July 29, 2015 (the "Reorganization Agreement"); and

WHEREAS, pursuant to the terms of the Reorganization Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and the Parties have agreed to enter into, execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the Parties agree as follows:

1. Assignment For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Patents"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

3. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.


4. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first written above.

VTVX HOLDINGS II LLC


By: 

Name: Stephen L. Holcombe

Title: President

AGREED TO AND ACCEPTED:

VTV THERAPEUTICS LLC

By: 

Name: Stephen L. Holcombe

Title: President and Chief Executive Officer

SCHEDULE 1

PATENT REGISTRATIONS AND APPLICATIONS

File No.	Country	Owner	Application No.	Patent No.
3009.200-US	United States	vTvx Holdings II LLC	13/028,406	8,759,535
3009.210-US	United States	vTvx Holdings II LLC	14/215,873	
3017.204-US	United States	vTvx Holdings II LLC	13/894,922	
3039.000-US	United States	vTvx Holdings II LLC	62/082,706	
3040.000-US	United States	vTvx Holdings II LLC	62/085,875	
3036.000-US	United States	vTvx Holdings II LLC	62/063,347	
3037.000-US	United States	vTvx Holdings II LLC	62/063,352	
3038.000-US	United States	vTvx Holdings II LLC	62/063,348	
CBH-02560	United States	vTvx Holdings II LLC	62/171,051	
3004.204-US	United States	vTvx Holdings II LLC	12/532,861	7,964,608
3004.214-US	United States	vTvx Holdings II LLC	13/040,382	8,853,226
3004.224-US	United States	vTvx Holdings II LLC	13/410,628	8,329,715
3004.234-US	United States	vTvx Holdings II LLC	14/477,302	
3025.200-US	United States	vTvx Holdings II LLC	14/478,594	
5697.200-US	United States	vTvx Holdings II LLC	09/551,740	6,972,294
6134.210-US	United States	vTvx Holdings II LLC	10/370,856	6,867,218
6310.200-US	United States	vTvx Holdings II LLC	10/201,456	6,869,967
6569.200-US	United States	vTvx Holdings II LLC	10/693,161	7,129,268
7186.204-US	United States	vTvx Holdings II LLC	11/917,811	7,943,669
7186.214-US	United States	vTvx Holdings II LLC	13/080,425	8,217,086
7186.224-US	United States	vTvx Holdings II LLC	13/466,191	8,426,473
7253.204-US	United States	vTvx Holdings II LLC	12/097,564	7,943,613
7253.214-US	United States	vTvx Holdings II LLC	13/079,460	8,362,016
7253.224-US	United States	vTvx Holdings II LLC	13/708,163	8,551,993
7253.234-US	United States	vTvx Holdings II LLC	14/016,442	
3006.204-US	United States	vTvx Holdings II LLC	13/128,045	8,927,549
3015.200-US	United States	vTvx Holdings II LLC	13/189,640	8,513,430
6620.504-US	United States	vTvx Holdings II LLC	11/254,125	7,501,405
7533.204-US	United States	vTvx Holdings II LLC	12/528,227	8,334,305
7534.204-US	United States	vTvx Holdings II LLC	12/528,229	8,383,820
7534.214-US	United States	vTvx Holdings II LLC	13/739,408	8,809,540
7534.224-US	United States	vTvx Holdings II LLC	14/321,884	8,907,096
7545.204-US	United States	vTvx Holdings II LLC	12/597,129	8,383,683
3002.204-US	United States	vTvx Holdings II LLC	11/885,096	7,893,267

3002.214-US	United States	vTvx Holdings II LLC	12/950,718	8,598,353
3002.224-US	United States	vTvx Holdings II LLC	14/064,737	8,946,259
3011.204-US	United States	vTvx Holdings II LLC	13/214,434	8,350,039
3013.200-US	United States	vTvx Holdings II LLC	13/052,544	8,450,354
3001.200-US	United States	vTvx Holdings II LLC	11/255,000	7,582,673
5390.200-US	United States	vTvx Holdings II LLC	09/548,081	6,908,926
6483.200-US	United States	vTvx Holdings II LLC	10/453,106	6,906,060
6739.204-US	United States	vTvx Holdings II LLC	11/334,207	7,294,626
7213.204-US	United States	vTvx Holdings II LLC	11/917,823	8,501,739
7213.214-US	United States	vTvx Holdings II LLC	13/472,090	8,846,677
7397.204-US	United States	vTvx Holdings II LLC	12/294,756	8,394,842
7397.214-US	United States	vTvx Holdings II LLC	13/660,045	8,772,285
7435.204-US	United States	vTvx Holdings II LLC	12/301,919	8,318,927
7461.204-US	United States	vTvx Holdings II LLC	12/302,132	8,378,097
7660.204-US	United States	vTvx Holdings II LLC	12/663,103	8,344,001