

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4132276

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TETRALOGIC PHARMACEUTICALS CORPORATION	07/21/2015
RECEIVING PARTY DATA		
Name:	TETRALOGIC BIRINAPANT UK LTD	
Street Address:	TWO SNOWHILL	
City:	BIRMINGHAM	
State/Country:	UNITED KINGDOM	
Postal Code:	B4 6WR	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15344813
CORRESPONDENCE DATA		
Fax Number:	(202)824-3001	
<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:	2028243112	
Email:	jskerpon@bannerwitcoff.com,bharrison@bannerwitcoff.com,BWPTOPAT@bannerwitcoff.com	
Correspondent Name:	JOSEPH M. SKERPON	
Address Line 1:	1100 13TH STREET, NW	
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ATTORNEY DOCKET NUMBER:	007539.00204	
NAME OF SUBMITTER:	JOSEPH M. SKERPON	
SIGNATURE:	/Joseph M. Skerpon/	
DATE SIGNED:	11/08/2016	
Total Attachments: 19		
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Private & Confidential

Dated July 21, 2015

TETRALOGIC PHARMACEUTICALS
CORPORATION (1)

AND

TETRALOGIC BIRINAPANT UK LTD (2)

ASSIGNMENT OF PATENTS

PATENT
REEL: 040248 FRAME: 0917

CONTENTS

Clause	Heading	Page
1	DEFINITIONS AND INTERPRETATION	2
2	ASSIGNMENT	3
3	TRANSFER	4
4	WARRANTIES	4
5	FURTHER ASSURANCE	5
6	WAIVER	5
7	ENTIRE AGREEMENT	6
8	VARIATION	6
9	SEVERANCE	6
10	COUNTERPARTS	6
11	THIRD PARTY RIGHTS	6
12	NO PARTNERSHIP OR AGENCY	7
13	NOTICES	7
14	GOVERNING LAW	7
15	JURISDICTION	8
	SCHEDULE 1	10

THIS AGREEMENT is made on

2015

BETWEEN:

- (1) **TETRALOGIC PHARMACEUTICALS CORPORATION** a US corporation whose principal address is at 343 Phoenixville Pike, Malvern, PA 19355, USA (the "**Assignor**"); and
- (2) **TETRALOGIC BIRINAPANT UK LTD** incorporated and registered in the United Kingdom with company number 9497530 whose registered office is at Two Snowhill, Birmingham, West Midlands, United Kingdom, B4 6WR (the "**Assignee**").

each a "**Party**" and together the "**Parties**".

BACKGROUND

- (A) The Assignor is the proprietor or a co-proprietor of the Patents (as defined below).
- (B) The Assignor has agreed to assign the Patents and its share thereof to the Assignee on the terms set out in this Agreement.

IT IS AGREED that:

1 DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Agreement.

Business Day means any day that is not a Saturday or Sunday or a public holiday in England or the United States of America;

Co-owned Patents means the Patents for which the Assignor is co-proprietor identified in Schedule 1 Section (B);

Owned Patents means the Patents for which the Assignor is sole proprietor identified in Schedule 1 Section (A);

Patents means the patents and patent applications short details of which are set out in Schedule 1, any issued patent resulting therefrom, or divisional deriving therefrom, and any patent application or patent deriving priority from any of the foregoing, in any country in the Territory;

Territory means the World.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 References to clauses and the Schedule are to the clauses and the Schedule of this Agreement.
- 1.6 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.7 A reference to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.8 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).
- 1.9 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2 ASSIGNMENT

- 2.1 In consideration of the sum of one US dollar (\$1) (receipt of which the Assignor expressly acknowledges) and other good and valuable consideration the Assignor hereby assigns to the Assignee, absolutely with full title guarantee, all right, title and interest in and to the Patents, and in and to all and any inventions disclosed in the Patents, subject in the case of the Co-owned Patents to the rights of any co-proprietor including:

- (a) in respect of any and each application in the Patents;

- (i) the right to claim priority from and to prosecute and obtain grant of a patent; and
 - (ii) the right to file divisional applications based thereon and to prosecute and obtain a grant of patent on each and any such divisional application;
- (b) in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country in the Territory;
- (c) the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and
- (d) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership of any of the Patents or any patents granted on any of the applications in the Patents or filed as aforesaid, whether occurring before on or after the date of this Agreement.

2.2 The Assignee accepts the assignment set out in clause 2.1.

3 TRANSFER

3.1 The Assignor shall, within 14 days of the Effective Date, deliver to the Assignee all documents in its possession or under its control relating to the filing, prosecution and grant of the Patents.

4 WARRANTIES

4.1 The Assignor warrants that:

- (a) it is the sole legal and beneficial owner of the Owned Patents and it is properly registered as the applicant or proprietor;
- (b) it is the legal and beneficial co-owner of the Co-owned Patents and it is properly registered as the co-applicant or co-proprietor and it has the consent of all other co-owners to make this assignment;
- (c) all application, registration and renewal fees in respect of each of the Patents have been paid;

- (d) it has not assigned or licensed any of the rights under the Patents;
- (e) each Patent is free from any security interest, option, mortgage, charge or lien;
- (f) so far as it is aware there is no infringement or likely infringement of, or any challenge or likely challenge to the validity of, any of the Patents or of anything that might render any of the Patents invalid or subject to a compulsory licence order or prevent any application in the Patents proceeding to grant;
- (g) so far as it is aware, exploitation of the Patents will not infringe the rights of any third party; and
- (h) all previous assignments of the Patents are valid and were registered within applicable time limits.

5 FURTHER ASSURANCE

- 5.1 At its own expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement, including registration of the Assignee as applicant for, or proprietor of, the Patents.
- 5.2 Upon request by the Assignee and the Assignee's reasonable cost and expense, the Assignor shall give the Assignee all reasonable information and assistance, including allowing the Assignee access to the Assignor's files and documents and to the Assignor's personnel who may have possession of relevant information and, if necessary for the Assignee to prosecute any legal action. The costs of such an action shall be at the Assignee's reasonable expense but any independent advice or representation that the Assignor obtains shall be at the Assignor's expense.

6 WAIVER

The rights and remedies of either Party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that Party to the other nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. The waiver by either Party of any breach of this Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

7 ENTIRE AGREEMENT

- 7.1 This Agreement constitutes the entire Agreement between the Parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 7.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

8 VARIATION

No variation of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is signed by each of the Parties (or their authorised representatives).

9 SEVERANCE

- 9.1 If at any time any part of this Agreement is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.
- 9.2 If any void or unenforceable part of this Agreement would be valid and enforceable if some part of it were deleted, the Parties shall negotiate in good faith to amend such part such that, as amended, it is valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention.

10 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original of this Agreement, but all the counterparts shall together constitute the one Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

11 THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of this Agreement.

PATENT

REEL: 040248 FRAME: 0923

12 NO PARTNERSHIP OR AGENCY

Neither Party may pledge the credit of the other Party nor represent itself as being the other Party nor an agent, partner, employee or representative of the other Party and neither Party may hold itself out as such nor as having any power or authority to incur any obligation of any nature, express or implied, on behalf of the other. Nothing in this Agreement, and no action taken by the Parties pursuant to this Agreement creates, or is deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties and no employee of either Party will be deemed to be or have become an employee of the other Party.

13 NOTICES

- 13.1 All communications required to be made under this Agreement shall be effective upon receipt, and shall be sent to the addresses set out below, or to such other addresses as may be designated by one Party to the other by notice pursuant hereto, by (a) internationally recognized overnight courier; (b) prepaid registered or certified domestic mail; or (c) facsimile transmission or other electronic means of communication with confirmation by letter sent by the close of business on or before the next following Business Day at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such Person as follows:

If to Assignor, as follows:

343 Phoenixville Pike, Malvern, PA 19355, USA

If to Assignee, as follows:

Two Snowhill, Birmingham, West Midlands, United Kingdom, B4 6WR

- 13.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14 GOVERNING LAW

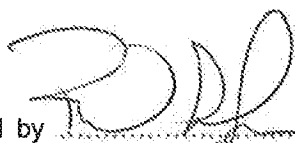
This Agreement and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.

15 JURISDICTION

All disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the English and Welsh Courts to which the Parties irrevocably submit.

IN WITNESS of the above the Assignor and Assignee have signed this Assignment on the date written at the head of this Agreement.

Executed by

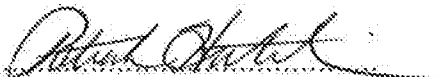


RICHARD L. SHERMAN

for and on behalf of

TETRALOGIC PHARMACEUTICALS CORPORATION

Executed by



PATRICK HUTCHISON

for and on behalf of

TETRALOGIC BIRINAPANT UK LTD

SCHEDULE 1**Patents**

Section (A)

Country Code	Title	Application Number	Patent Number	Filing Date
WO	IAP Binding Compounds	PCT/US05/25208		15-Jul-05
EP	IAP Binding Compounds	05792764.2	1773766	15-Jul-05
EP(CH)	IAP Binding Compounds	05792764.2	1773766	15-Jul-05
EP(DE)	IAP Binding Compounds	05792764.2	1773766	15-Jul-05
EP(ES)	IAP Binding Compounds	05792764.2	1773766	15-Jul-05
EP(FR)	IAP Binding Compounds	05792764.2	1773766	15-Jul-05
EP(GB)	IAP Binding Compounds	05792764.2	1773766	15-Jul-05
EP(IE)	IAP Binding Compounds	05792764.2	1773766	15-Jul-05
EP(IT)	IAP Binding Compounds	05792764.2	1773766	15-Jul-05
AU	IAP Binding Compounds	2005274937	2005274937	15-Jul-05
CA	IAP Binding Compounds	2574040	2574040	15-Jul-05
JP	IAP Binding Compounds	2007-521691	5230865	15-Jul-05
MX	IAP Binding Compounds	07/00521	276498	15-Jul-05
US	IAP Binding Compounds	11/184503	7456209	15-Jul-05

US	IAP Binding Compounds	13/926283	8802716	25-Jun-13
US	IAP Binding Compounds	14/332492		16-Jul-14
WO	Dimeric IAP Inhibitors	PCT/US06/07068		27-Feb-06
EP	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(AT)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(BE)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(CH)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(CY)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(CZ)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(DE)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(DK)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(ES)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(FI)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(FR)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(GB)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(HU)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(IE)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(IT)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(LI)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06

PATENT

REEL: 040248 FRAME: 0928

EP(LU)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(MC)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(MK)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(NL)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(PL)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(SE)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EP(TR)	Dimeric IAP Inhibitors	06736390.3	1851200-B	27-Feb-06
EA	Dimeric IAP Inhibitors	200701597	012810	27-Feb-06
EA(AM)	Dimeric IAP Inhibitors	200701597	012810	27-Feb-06
EA(AZ)	Dimeric IAP Inhibitors	200701597	012810	27-Feb-06
EA(BY)	Dimeric IAP Inhibitors	200701597	012810	27-Feb-06
EA(KG)	Dimeric IAP Inhibitors	200701597	012810	27-Feb-06
EA(KZ)	Dimeric IAP Inhibitors	200701597	012810	27-Feb-06
EA(MD)	Dimeric IAP Inhibitors	200701597	012810	27-Feb-06
EA(RU)	Dimeric IAP Inhibitors	200701597	012810	27-Feb-06
EA(TJ)	Dimeric IAP Inhibitors	200701597	012810	27-Feb-06
EA(TM)	Dimeric IAP Inhibitors	200701597	012810	27-Feb-06
AU	Dimeric IAP Inhibitors	2006216450	2006216450	27-Feb-06
BR	Dimeric IAP Inhibitors	PI0607988-1		27-Feb-06

CA	Dimeric IAP Inhibitors	2598995	2598995	27-Feb-06
CN	Dimeric IAP Inhibitors	200680005346.4	1105872	27-Feb-06
CN	Dimeric IAP Inhibitors	201210418582.60	201210418582.60	27-Feb-06
HK	Dimeric IAP Inhibitors	70112782.0	1104300-B	27-Feb-06
HK	Dimeric IAP Inhibitors	08108137.9	1118044-B	27-Feb-06
IL	Dimeric IAP As Inhibitors	185454	185454	27-Feb-06
IN	Dimeric IAP Inhibitors	1274/MUMNP/200 7	251806	27-Feb-06
JP	Dimeric IAP Inhibitors	2007-557249	5198880	27-Feb-06
KR	Dimeric IAP Inhibitors	10-2007-7021903	10-13176610000	27-Feb-06
MX	Dimeric IAP Inhibitors	07/010371	274264	27-Feb-06
MX	Dimeric IAP Inhibitors	10/002280	307527	25-Feb-10
SG	Dimeric IAP Inhibitors	2007059355	134711	27-Feb-06
US	Dimeric IAP Inhibitors	11/363387	7517906	27-Feb-06
US	Dimeric IAP Inhibitors	12/403915	8022230	13-Mar-09
US	Dimeric IAP Inhibitors	13/196202	8497297	02-Aug-11
US	Dimeric IAP Inhibitors	13/925960	8822525	25-Jun-13
US	Dimeric IAP Inhibitors	14/336531		21-Jul-14
ZA	Dimeric IAP Inhibitors	2007/07023	2007/07023	27-Feb-06
WO	Dimeric IAP Inhibitors	PCT/US07/74225		24-Jul-07

PATENT

REEL: 040248 FRAME: 0930

JP	Dimeric IP Inhibitors	2009-521954	5228202	24-Jul-07
SG	Dimeric IAP Antagonists	2009002783	149395	24-Jul-07
US	Dimeric IAP Inhibitors	11/782360	7985735	24-Jul-07
ZA	Dimeric IP Inhibitors	2009/00562	2009/00562	24-Jul-07
WO	IAP Inhibitors	PCT/US07/74209		24-Jul-07
US	IAP Inhibitors	11/782315	8143426	24-Jul-07
WO	IAP Inhibitors	PCT/US09/57070		16-Sep-09
US	IAP Inhibitors	13/063219	8399683	16-Sep-09
WO	IAP Inhibitors	PCT/US10/36320		27-May-10
EP	IAP Inhibitors	10781180.4		27-May-10
EA	IAP Inhibitors	201171415		27-May-10
AU	IAP Inhibitors	2010254056		27-May-10
CA	IAP Inhibitors	2763638		27-May-10
CN	IAP Inhibitors	201080028975.5		27-May-10
JP	IAP Inhibitors	2012-513242		27-May-10
NZ	IAP Inhibitors	596675	596675	27-May-10
US	IAP Inhibitors	13/322709	8415486	27-May-10
ZA	IAP Inhibitors	2011/08858	2011/08858	27-May-10
WO	IAP Inhibitors	PCT/US10/36046		25-May-10

PATENT

REEL: 040248 FRAME: 0931

EP	IAP Inhibitors	10781080.6		25-May-10
AU	IAP Inhibitors	2010254209		25-May-10
CA	IAP Inhibitors	2763614		25-May-10
CN	IAP Inhibitors	201080028971.7	ZL201080028971.7.70	25-May-10
JP	IAP Inhibitors	2012-513172	5631387	25-May-10
NZ	IAP Inhibitors	596669	596669	25-May-10
US	IAP Inhibitors	13/322588	8481495	25-May-10
ZA	IAP Inhibitors	2011/08709	2011/08709	25-May-10
WO	SMAC Mimetic	PCT/US10/39976		25-Jun-10
EP	SMAC Mimetic	10794587.5		25-Jun-10
EA	SMAC Mimetic	201171494		25-Jun-10
AP	SMAC Mimetic	AP/P/2012/006066		25-Jun-10
AR	SMAC Mimetic	P100102356		01-Jul-10
AU	SMAC Mimetic Dimer Selection	2010266525		25-Jun-10
BR	SMAC Mimetic Dimer Selection/US/BR	PI1013958-3		25-Jun-10
CA	SMAC Mimetic	2766162		25-Jun-10
CL	SMAC Mimetic	3333-2011		25-Jun-10
CN	SMAC Mimetic	201080031798.6	CN102471275B	25-Jun-10
CO	SMAC Mimetic	11 180821		25-Jun-10

EC	SMAC Mimetic	SP-11-11557		25-Jun-10
EG	SMAC Mimetic	PCT2144/2011		25-Jun-10
GC	SMAC Mimetic Dimer Selection	2010/16227		03-Jul-10
HK	SMAC Mimetic	12110211.8		25-Jun-10
HK	SMAC Mimetic	12111923.5	1171022B	25-Jun-10
IL	SMAC Mimetic Compounds, Compositions comprising the same and Combinations thereof	217237	217237	25-Jun-10
IN	SMAC Mimetic	5014/KOLNP/2011		25-Jun-10
JP	SMAC Mimetic	2012-518560	5674780	25-Jun-10
KR	SMAC Mimetic	10-2012-7001113		25-Jun-10
MX	SMAC Mimetic	MX/a/2011/01381 9	319082	25-Jun-10
MY	SMAC Mimetic	PI 2011006315	MY-153116-A	25-Jun-10
NZ	SMAC Mimetic	597051	597051	25-Jun-10
OA	SMAC Mimetic	1201100501		25-Jun-10
PE	SMAC Mimetic	000215-2012/DIN		25-Jun-10
PH	SMAC Mimetic	1-2012-500009		25-Jun-10
SG	SMAC Mimetic	201109694-8		25-Jun-10

SY	SMAC Mimetic	2012010009		25-Jun-10
TH	SMAC Mimetic Dimer Selection	1101003918		25-Jun-10
TW	SMAC Mimetic	099121887		02-Jul-10
UA	SMAC Mimetic	201200409		25-Jun-10
US	A2-(1H-INDOL-3-YLMETHYL-)Pyrrolidine Dimer as a SMAC Mimetic	12/819221	8283372	20-Jun-10
US	SMAC Mimetic	13/611274	8603816	12-Sep-12
US	SMAC Mimetic for treating Myelodysplastic Syndromes	14/075190	8986993	08-Nov-13
US	SMAC Mimetic for treating Myelodysplastic Syndromes	14/607752		28-Jan-15
VE	SMAC Mimetic Dimer Selection	2010-001083		02-Jul-10
ZA	SMAC Mimetic	2011/09342	2011/09342	25-Jun-10
WO	SMAC Mimetic Method of Treatment	PCT/US12/57559		27-Sep-12
US	SMAC Mimetic (Birinapant) for Use in the Treatment of Proliferative Diseases (Cancer)	14/348074		27-Sep-12
WO	Combination Therapy	PCT/US13/53126		01-Aug-13
EP	Combination Therapy	13824904.0		01-Aug-13
AU	Combination Therapy	2013296455		01-Aug-13

PATENT

REEL: 040248 FRAME: 0934

CA	Combination Therapy	2880674		01-Aug-13
JP	Combination Therapy	2015-525575		01-Aug-13
NZ	Combination Therapy	704554		01-Aug-13
US	Combination Therapy	14/418752		01-Aug-13
ZA	Combination Therapy	2015/00783		01-Aug-13
US	Combination Therapy	62/081,633		19-Nov-14

Section (B)

Country Code	Title	Application Number	Patent Number	Filing Date
WO	Method of Treatment	PCT/US14/48841		30-Jul-14
US	SMAC Mimetic Therapy	14/246956		07-Apr-14
WO	Method of Treating Intracellular Infection	PCT/AU14/050092		25-Jun-14