

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4095338

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	CONFIRMATORY ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SCYNEXIS, INC.	11/14/2015
RECEIVING PARTY DATA		
Name:	KAROS PHARMACEUTICALS, INC.	
Street Address:	5 SCIENCE PARK	
Internal Address:	SUITE 2	
City:	NEW HAVEN	
State/Country:	CONNECTICUT	
Postal Code:	06511	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15278130
CORRESPONDENCE DATA		
Fax Number:	(877)769-7945	
<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:	(617) 542-5070	
Email:	apsi@fr.com	
Correspondent Name:	CHRISTINE A. GODDARD	
Address Line 1:	FISH & RICHARDSON P.C.	
Address Line 2:	P.O.BOX 1022	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022	
ATTORNEY DOCKET NUMBER:	38219-0003003 KAR0001-003	
NAME OF SUBMITTER:	SUZANNE C. O'NEILL	
SIGNATURE:	/Suzanne C. O'Neill/	
DATE SIGNED:	10/13/2016	
Total Attachments: 6		
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CONFIRMATORY ASSIGNMENT

Assignor: Scynexis, Inc.
a corporation organized and existing under the laws of Delaware, and having a place
of business at:
101 Hudson Street, Suite 3610
Jersey City, NJ 07302

Assignee: Karos Pharmaceuticals, Inc.
a corporation organized and existing under the laws of Delaware, and having a place
of business at:
5 Science Park
Suite 2
New Haven, CT 06511

Country	Title	Filing Date	Application No.
United States	SPIROCYCLIC COMPOUNDS AS TRYPTOPHAN HYDROXYLASE INHIBITORS	9/5/2014	14/477,948
United States	SPIROCYCLIC COMPOUNDS AS TRYPTOPHAN HYDROXYLASE INHIBITORS	9/1/2015	14/841,868
United States	SPIROCYCLIC COMPOUNDS AS TRYPTOPHAN HYDROXYLASE INHIBITORS	9/6/2013	61/874,545
United States	SPIROCYCLIC COMPOUNDS AS TRYPTOPHAN HYDROXYLASE INHIBITORS	11/5/2013	61/899,943
United States	SPIROCYCLIC COMPOUNDS AS TRYPTOPHAN HYDROXYLASE INHIBITORS	5/29/2014	62/004,385
WIPO	SPIROCYCLIC COMPOUNDS AS TRYPTOPHAN HYDROXYLASE INHIBITORS	9/5/2014	PCT/US2014/054202

1. "Patent Assets" refers to (A) the patents and patent applications listed above, (B) all foreign and domestic patents, patent applications, including continuation-in-part applications, reissues, re-examinations, certificates of invention, and the like that derive priority from, or claim the benefit of the filing date of, the patents and patent applications listed above, and (C) all new and useful inventions and improvements that are disclosed in the patents and patent applications listed above.
2. Assignor hereby assigns to Assignee, and confirms any prior assignment, including any prior assignment made under the attached Master Services Agreement dated December 22, 2010 (Exhibit A) to Assignee of, its entire worldwide right, title, and interest in and to the Patent Assets, including the right to file and prosecute, in its own name wherever so permitted by law or in the name of Assignee wherever necessary, patent applications, including corresponding and continuing applications, reissues, re-examinations, certificates of invention, and the like

based on any of the Patent Assets, and to claim priority to any of the Patents and Patent Applications pursuant to the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes. Assignor acknowledges receipt of fair and adequate consideration for this Confirmatory Assignment.

3. Assignor shall, when requested by Assignee, (i) execute or cause to be executed all rightful oaths, assignments, and powers of attorney to Assignee or to agents and legal representatives of Assignee, and all other papers necessary and proper to carry out the intent and purpose of this Confirmatory Assignment, (ii) execute all papers necessary in connection with the Patents and Patent Applications, and any continuing, divisional, reissue, reexamination or other corresponding application thereof or post-grant proceeding relating thereto and to execute any separate assignment in connection with any such application as Assignee may deem necessary or expedient; and (iii) perform all affirmative acts that may be necessary to obtain a grant of a valid patent to Assignee on any of the Patent Assets.
4. Assignor hereby assigns to Assignee, and/or confirms any prior assignment to Assignee of, all of Assignor's right, title, and interest in and to any claims, whether known or unknown, suspected or unsuspected, of any nature, including choses in action, that Assignor has or may have against any party for infringement of the Patents and Patent Applications, and acknowledges receipt of fair and adequate consideration for this Confirmatory Assignment.
5. This Confirmatory Assignment is binding upon and inures to the benefit of the successors and assigns of the parties.

[CONFIRMATORY ASSIGNMENT CONTINUES ON SIGNATURE PAGE]

The Assignor hereby executes this Confirmatory Assignment.

Assignor: Scynexis, Inc.

Signature: [Signature]

Date: Nov 14, 2015

Name: MARCO TAGLIETTI

Title: PRESIDENT & CEO

State of New Jersey

County of Somerset ss. _____

On this 14 day of Nov, 2015, before me, Svitoved Gulak, the undersigned officer, personally appeared Marco Taglietti, known to me (or satisfactorily proven) to be the person(s) whose name(s) _____ subscribed to the within instrument and acknowledged that _____ executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

[Signature]
Official Signature of Notary

_____, Notary Public

Notary's printed or typed name

My commission expires: _____

SVITOVED GULAK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 11/18/2019

The Assignee hereby acknowledges and accepts the foregoing confirmatory assignment.

Assignee: KAROS PHARMACEUTICALS, INC.

Signature: [Signature]

Date: 12/11/2015

Name: STEPHANE DE LOMBAERT

Title: COO

State of Connecticut

County of New Haven ss. Brantford

On this 11 day of December, 20 15, before me, Christine Piscitelli, the undersigned officer, personally appeared Stephane Delombaert, known to me (or satisfactorily proven) to be the person(s) whose name(s) _____ subscribed to the within instrument and acknowledged that _____ executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

[Signature]

Official Signature of Notary

_____, Notary Public

Notary's printed or typed name My Commission Expires

My commission expires: June 30, 2019

EXHIBIT A

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement"), effective as of December 22, 2010, (the "Effective Date"), is by and between SCYNEXIS, Inc., having an address of Post Office Box 12878, Research Triangle Park, North Carolina, 27709-2878 ("SCYNEXIS") and Karos Pharmaceuticals, Inc., with offices at 7 Times Square, Suite 3502, New York, NY 10036 ("KAROS") Each of SCYNEXIS and KAROS is referred to herein as a "Party" and collectively, as the "Parties."

KAROS PHARMACEUTICALS, Inc.

SCYNEXIS, Inc.

By: [Signature]

Name: Jeremy Lack

Title: COO

Date: 1/24/11

By: [Signature]

Name: Brian Schwab

Title: Chief Licensing Officer

Date: January 7, 2011