504128519 12/07/2016

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ROGER HANSELMANN	10/04/2011
MAXWELL M. REEVE	10/04/2011
GRAHAM JOHNSON	10/06/2011

RECEIVING PARTY DATA

Name:	RIB-X PHARMACEUTICALS, INC.	
Street Address:	300 GEORGE STREET	
Internal Address:	SUITE 301	
City:	NEW HAVEN	
State/Country:	CONNECTICUT	
Postal Code:	06511	

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	14743365	

CORRESPONDENCE DATA

Fax Number: (212)230-8888

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.

Phone: 2122056498

Email: alice.crowe@wilmerhale.com

Correspondent Name: WILMER CUTLER PICKERING HALE AND DORR

Address Line 1: 7 WORLD TRADE CENTER
Address Line 2: 250 GREENWICH STREET
Address Line 4: NEW YORK, NEW YORK 10007

ATTORNEY DOCKET NUMBER: 2202503.00127US4

NAME OF SUBMITTER: ALICE CROWE

SIGNATURE: /Alice Crowe/

DATE SIGNED: 12/07/2016

Total Attachments: 8

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PATENT 504128519 REEL: 040594 FRAME: 0839



ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this 4th day of October, 201/, by Roger HANSELMANN; Maxwell M. REEVE; and Graham JOHNSON (hereinafter referred to as Assignors), residing at 311 Field Point Road, Branford, Connecticut 06405; 465 Goose Lane, Guilford, Connecticut 06437; and 57 Bridle Path Lane, Madison, Connecticut 06443, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in PROCESS FOR MAKING QUINOLONE COMPOUNDS, set forth in a Patent application for Letters Patent of the United States, already filed on March 22, 2011 as U.S. Application No. 13/120,278, which is a U.S. National Phase Application of International Patent Application No. PCT/US2009/005276 filed on September 23, 2009; and

WHEREAS, Rib-X Pharmaceuticals, Inc., having its principal place of business at 300 George Street, Suite 301, New Haven, Connecticut 06511 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the

same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply

with the rules of the United States Patent and Trademark Office for recordation of this document:

All practitioners at Customer Number 83333

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

United States of America
State of (CONNESTEAT) ss.:

County of NEW HAVEN

On this HAMEN

On this Roger Hanselmann

Notary Public

Comm Gypines 3/31/2012

Date: 014,2011
United States of America State of Country of New Haven Ss.:
On this 4 day of October, 2011, before me personally came Maxwell M. Reeve, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same. Maww V. Makket
Notary Public Commexpines 3/31/2012
Graham Johnson
Granam Johnson
Date:
United States of America)
State of) ss.:
County of
On this day of , , before me personally came Graham Johnson , to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.
Notary Public

ASSIGNMENT BY INVENTORS

WHEREAS, Assignors have invented certain new and useful improvements in PROCESS FOR MAKING QUINOLONE COMPOUNDS, set forth in a Patent application for Letters Patent of the United States, already filed on March 22, 2011 as U.S. Application No. 13/120,278, which is a U.S. National Phase Application of International Patent Application No. PCT/US2009/005276 filed on September 23, 2009; and

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NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the

same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply

with the rules of the United States Patent and Trademark Office for recordation of this document:

All practitioners at Customer Number 83333

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

			Roger Hanselmann
Date:			
United States of Am	nerica)		
State of) ss.	.:	
County of)		
On this	day of	<u>,</u>	, before me
personally came	Roger Hanselmann		, to me known to be the individual
described in and wh of the same.	o executed the foregoing instr	ument,	and acknowledged execution
of the same.			
		Notary	Public

	Maxwell M. Reeve
Date:	
United States of America)
State of) ss.:
County of)
On this day of	, , before me
personally came Maxwell M. Ree	ve , to me known to be the individual
described in and who executed the foregoing i	nstrument, and acknowledged execution
of the same.	
	Notary Public
	•
	Aml Il
	Graham Johnson
Date: 1016/2011	
United States of America)
State of Massachuse # 5) ss.:
County of middleser)
On this day of	
personally came Graham Johnso	 *
described in and who executed the foregoing i	instrument, and acknowledged execution
of the same.	SAMA
	Notary Public

RECORDED: 12/07/2016

