

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4184817

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MEI PHARMA, INC.	12/06/2016
RECEIVING PARTY DATA	
Name:	HELSINN HEALTHCARE SA
Street Address:	VIA PIAN SCAIROLO 9
City:	PAZZALLO, LUGANO
State/Country:	SWITZERLAND
Postal Code:	6912
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	60663265
Application Number:	60759544
Application Number:	60845748
Application Number:	11857807
Application Number:	12651052
Application Number:	14147290
Application Number:	14517614
CORRESPONDENCE DATA	
Fax Number:	(202)408-4400
<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>	
Email:	charlene.woods@finnegan.com
Correspondent Name:	JILL MACALPINE
Address Line 1:	901 NEW YORK AVENUE, N.W.
Address Line 4:	WASHINGTON, D.C. 20001
ATTORNEY DOCKET NUMBER:	12250.0006-00000
NAME OF SUBMITTER:	JILL K. MACALPINE
SIGNATURE:	/Jill K. MacAlpine/
DATE SIGNED:	12/14/2016
Total Attachments: 9	

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WHEREAS, MELPHARMA, INC. (hereinafter "Assignor"), owns the entire right, title and interest in and to the inventions disclosed in the Application(s) listed on the attached SCHEDULE 1.14, and in and to all embodiments of the inventions, heretofore conceived, made or discovered (collectively hereinafter referred to as "Inventions").

WHEREAS, HELSINN HEALTHCARE SA, a company of Switzerland, having a place of business at Via Pian Scairole 9, Pazzallo, Lugano, 6912 Switzerland, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

CORPORATE TO CORPORATE ASSIGNMENT

Docket Number 40082-737 & 40082-738

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

ASSIGNOR: MEI PHARMA, INC.

Date: 8-11-16

Name: Daniel P. Gold, Ph.D.
Title: President and CEO

[Handwritten Signature]

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/Commonwealth of California
County of San Diego
On 8/11/16 before me,

Cindy Justus

Notary Public

Here Insert Name and Title of the Officer

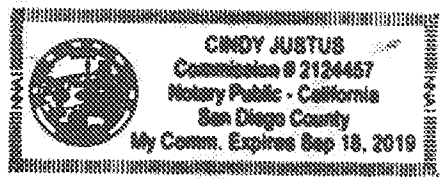
personally appeared Daniel P. Gold, Ph.D.

Name(s) of Signer(s)

who 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/she/it executed the same in his/her/its authorized capacity, and that by his/her/its signature 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/Commonwealth of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Cindy Justus*
Signature of Notary Public

Place Notary Seal Above

RECEIVED AND AGREED TO BY ASSIGNEE: HELSINN HEALTHCARE SA

Date:

[Handwritten Signature]
Name: Riccardo Braglia
Title: Member of the Board of Directors

Witness: *[Handwritten Signature]*
(signature)
MARIA GRAZIA ROTTI
(printed name)

Witness: *[Handwritten Signature]*
(signature)
LOREDANA MONTESANTI
(printed name)

Date: 06 DECEMBER 2016

Date: 06 DECEMBER 2016

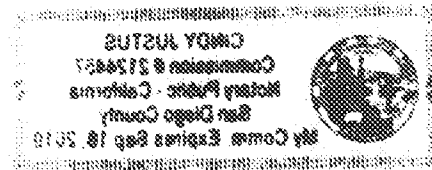
Address: VIA PIAN SCAROLO 9
CH-6912 LUGANO

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CH-6912 LUGANO

Notarization n. 12235 (twelve thousand two hundred tirty-five) -----
Lugano, December 6 (six) 2016 (two thousand sixteen) -----

The signature in front page of Dr. Riccardo Braglia, son of Gabriele, born on January-
17 (seventeen) 1960 (one thousand nine hundred sixty), from Lamone in Monaco (MC), ---
married, person know to me who is capable of binding the Company Helsinn Healthcare SA
with legal address in Lugano, Switzerland, as delegate holding individual signature --
power, is authentic. -----

A. Mello Zamboni, notario in Lugano



Schedule 1.14: Certain Patents

737 Family: Imidazopyridines SB1354 (Pracinostat Analogs)									
737.101	PRO	US	60/663,265	3/21/05			IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Expired	
737.102	PRO	US	60/759,544	1/18/06			IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Expired	
737.103	PRO	US	60/845,748	9/23/07			IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Expired	
737.501	ORD	PCT	PCT/SG2006/060064 (WO2006/101455)	3/20/2006 (9/28/2006)			IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Expired	
737.201	ORD	US	11/857,807 (2008/0085896)	9/19/2007 (4/10/2008)	7,666,880	2/23/10	IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted	
737.301	CON	US	12/651,052 (2010/0105721)	12/31/2009 (4/29/2010)	8,648,092	2/11/14	IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted	
737.302	CON	US	14/147,290 (2014/0121203)	1/3/2014 (5/1/2014)	8,901,149	12/2/14	IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted	

DEZ/ 30174758.23

737.401	DIV	US	14/517,614	10/17/14				IMIDAZO[1,2-a]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Pending
737.681	PCT	AU	2006225355	3/20/06	2006225355	3/24/11		IMIDAZO[1,2-a]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
737.701	PCT	CA	2,602,328	3/20/06	2,602,328	7/29/14		IMIDAZO[1,2-a]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
737.711	PCT	CN	20068009253.9	3/20/06	ZL20068009253.9	10/26/11		IMIDAZO[1,2-a]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
737.611	PCT	EP	06717188.4	3/20/06	1863811	3/21/14		IMIDAZO[1,2-a]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Validated
737.651	EPP	BE	06717188.4	3/20/06	1863811	3/21/14		IMIDAZO[1,2-a]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
737.631	EPP	FR	06717188.4	3/20/06	1863811	3/21/14		IMIDAZO[1,2-a]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted

082/ 30174758.23

737.621	EPP	DE	06717188.4	3/20/06	1863811	3/21/14	IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
737.662	EPP	IE	06717188.4	3/20/06	1863811	3/21/14	IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
737.663	EPP	IT	06717188.4	3/20/06	1863811	3/21/14	IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
737.666	EPP	NL	06717188.4	3/20/06	1863811	3/21/14	IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
737.658	EPP	ES	06717188.4	3/20/06	1863811	3/21/14	IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
737.669	EPP	SE	06717188.4	3/20/06	1863811	3/21/14	IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
737.653	EPP	CH	6717188.4	3/20/06	1863811	3/21/14	IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted

DEZ/30174758.23

737.641	EPP	UK	6717188.4	3/20/06	1863811	3/21/14	IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
737.761	PCT	JP	2008-502953	3/20/06	5206405	3/1/13	IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
737.771	PCT	KR	10-2007-7023609	3/20/06	10-1300831		IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
737.911	PCT	MY	P1 20061225	3/20/06	MY-147647-A	12/31/12	IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
737.781	PCT	MX	MX/A/2007/011710	3/20/06	282750	1/11/11	IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
737.821	PCT	SG	200716831-3	3/20/06	137007	1/30/09	IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
737.861	PCT	311	0601001258	3/20/06			IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Pending

DB2/ 30174756.23

738 Family: Imiazopyridines SBI458/1515 (Pracinostat Analogs)									
738.601	ORD	PCT	PCT/SG2006/000277 (WO2008/036046)	9/20/06 (3/27/2008)				IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Expired
738.631	EPP	FR	6784289.8	9/20/06	2064211	11/11/16		IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
738.621	EPP	DE	6784289.8	9/20/06	2064211	11/11/16		IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
738.658	EPP	ES	6784289.8	9/20/06	2064211	11/11/16		IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
738.641	EPP	EK	6784289.8	9/20/06	2064211	11/11/16		IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
738.662	EPP	HK	6784289.8	9/20/06	2064211	11/11/16		IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
738.663	EPP	IT	6784289.8	9/20/06	2064211	11/11/16		IMIDAZO[1,2-A]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted

DBZ/30174758.23

738.611	PCT	EP	06784389.8	9/20/06	2064311	11/11/16	IMIDAZO[1,2-a]PYRIDINE DERIVATIVES: PREPARATION AND PHARMACEUTICAL APPLICATIONS	Granted
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