

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4217696

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	NAUREX, INC.	08/25/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	APTINYX, INC.	
<b>Street Address:</b>	1801 MAPLE AVENUE, SUITE 4300	
<b>City:</b>	EVANSTON	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60201	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15049577
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(617)523-1231	
<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>		
<b>Phone:</b>	617-570-1000	
<b>Email:</b>	mbrodowski@goodwinlaw.com, lsolis@goodwinlaw.com, patentBOS@goodwinlaw.com	
<b>Correspondent Name:</b>	GOODWIN PROCTER LLP - PATENT ADMINISTRATOR	
<b>Address Line 1:</b>	100 NORTHERN AVENUE	
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02210	
<b>ATTORNEY DOCKET NUMBER:</b>	APY-022C2	
<b>NAME OF SUBMITTER:</b>	MICHAEL H. BRODOWSKI	
<b>SIGNATURE:</b>	/Michael H. Brodowski/	
<b>DATE SIGNED:</b>	01/10/2017	
<b>Total Attachments: 5</b>		
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**PATENT RIGHTS ASSIGNMENT**

This Patent Rights Assignment (this "Assignment") is made effective this 28th day of August, 2015, by and between NAUREX INC., a Delaware corporation ("Assignor"), and APTINYX INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor possesses certain rights in and to the patents and patent applications (and patents issuing on such applications) set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Patent Rights");

WHEREAS, Assignor and Assignee are parties to that certain Asset Contribution Agreement, dated as of July 24, 2015 (the "Asset Contribution Agreement"), pursuant to which, among other things, Assignor agreed to assign, contribute, transfer, convey and deliver, or cause to be assigned, contributed, transferred, conveyed or delivered, to Assignee, and Assignee agreed to acquire and accept, all of the entire right, title and interest of Assignor in, to and under certain assets, properties, rights, titles or interest of Assignor, including the Patent Rights;

WHEREAS, Assignor now wishes to assign the Patent Rights to Assignee, and Assignee desires to acquire the Patent Rights from Assignor; and

WHEREAS, the execution and delivery of this Assignment is an obligation of Assignor and Assignee under the Asset Contribution Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Asset Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby assign, contribute, transfer, convey and deliver, or cause to be assigned, contributed, transferred, conveyed and delivered, unto Assignee and its successors, assigns, and legal representatives, and Assignee hereby acquires and accepts, Assignor's entire right, title and interest in and throughout the world in and to the Patent Rights and such other patents as may issue on applications included therein or that claim priority to such Patent Rights under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, reviews, extensions, and substitutions of patents and patent applications within the Patent Rights, with the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents included in this Assignment by attorneys and agents of Assignee's selection and the right to procure the grant of all such patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or

patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

Assignor and Assignee acknowledge and agree that this Assignment is entered into pursuant to the Asset Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Patent Rights. The representations, warranties, covenants, agreements and indemnities contained in the Asset Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Contribution Agreement and the terms hereof, the terms of the Asset Contribution Agreement shall govern.

This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

This 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 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).

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

*[Remainder of page intentionally left blank]*

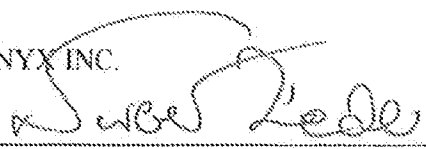
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNEE. APTINYX INC.

Signature:

Name:

Title:

  
Norbert G. Riedel, Ph.D.

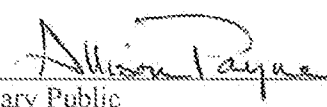
President and Chief Executive Officer

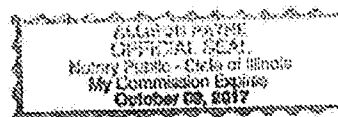
THE STATE OF IL )

COUNTY OF Cook )

On this 25<sup>th</sup> day of August, 2015, before me personally appeared Norbert G. Riedel, known to me to be the individual described in and who executed the foregoing Patent Rights Assignment and acknowledged that he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public



My Commission Expires: Oct 23, 2017  
(Notarial Seal)

*Signature Page to Patent Rights Assignment*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above

ASSIGNOR: NAUREX, INC.

Signature:

Name:

Title:

Norbert G. Riedel, Ph.D.

President and Chief Executive Officer

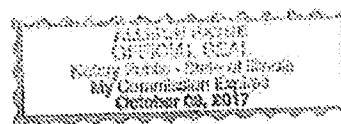
THE STATE OF IL )

COUNTY OF COOK )

On this 25<sup>th</sup> day of August, 2015, before me personally appeared Norbert G. Riedel, known to me to be the individual described in and who executed the foregoing Patent Rights Assignment and acknowledged that he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Alison Payne  
Notary Public



My Commission Expires: October 02, 2017  
(Notarial Seal)

*Signature Page to Patent Rights Assignment*

Exhibit A

PATENT RIGHTS

Reference Number	Application Number	Patent Number	Country Name
NAU-014PR4	62/126,897		United States
NAU-015PR4	62/129,208		United States
NAU-022PC	PCT/US2014/013619		PCT
NAU-023PC	PCT/US2014/013621		PCT
NAU-024PC	PCT/US2014/013623		PCT
NAU-025PC	PCT/US2014/013626		PCT
NAU-026PC	PCT/US2014/013639		PCT
NAU-028PR	62/029,052 62/198,293		United States
NAU-029PR	62/029,062 62/198,317		United States
NAU-030PR	62/029,070 62/198,327		United States
NAU-033PR	62/129,234		United States
NAU-036	62/187,404		United States
NAU-037	62/194,392		United States
NAU-038	62/194,394		United States
NAU-040	62/194,397		United States
NAU-015PR5	62/194,387		United States

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