

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4284459

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JULIEN BEIGNET	08/02/2016
STEPHEN JACKSON	08/11/2016
DWIGHT MACDONALD	08/11/2016
HELMUT THOMAS	08/11/2016
AMAL WAHHAB	08/11/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	OCERA THERAPEUTICS, INC.
<b>Street Address:</b>	525 UNIVERSITY AVENUE, SUITE 610
<b>City:</b>	PALO ALTO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94301
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15336128
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)952-9881
<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>	650-467-8688
<b>Email:</b>	tarah@gene.com
<b>Correspondent Name:</b>	MARK D. KAFKA
<b>Address Line 1:</b>	GENENTECH, INC.
<b>Address Line 2:</b>	1 DNA WAY
<b>Address Line 4:</b>	SOUTH SAN FRANCISCO, CALIFORNIA 94080
<b>ATTORNEY DOCKET NUMBER:</b>	P32499-US
<b>NAME OF SUBMITTER:</b>	MARK D. KAFKA
<b>SIGNATURE:</b>	/Mark D. Kafka/
<b>DATE SIGNED:</b>	02/21/2017
<b>Total Attachments: 10</b>	

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**THIS CONFIRMATORY ASSIGNMENT INSTRUMENT** (this **Instrument**) is dated as of August 15, 2016 and is made by and among:

- (1) **JULIEN BEIGNET**, an individual residing at 131 rue de la Gueslerie, 44150 Saint-Herblon, France (**Julien**);
- (2) **STEPHEN JACKSON**, an individual residing at 1292 rue de Saturne, Lévis (Québec) G6W 8H8, Canada (**Stephen**);
- (3) **DWIGHT MACDONALD**, an individual residing at 113 Windward Crescent, Pointe-Claire (Québec) H9R 2H7, Canada (**Dwight**);
- (4) **HELMUT THOMAS**, an individual residing at 4366 rue Michel-Ange, Sherbrooke (Québec) J1N 1R6, Canada (**Helmut**);
- (5) **AMAL WAHHAB**, an individual residing at 954 Dickens Crescent, Laval (Québec) H7W 4E1, Canada (**Amal**, and collectively with **Julien**, **Stephen**, **Dwight** and **Helmut**, the **Inventors**); and
- (6) **OCERA THERAPEUTICS, INC.**, a corporation existing under the laws of the State of Delaware (**Ocera**, and together with the **Inventors**, the **Parties**).

**RECITALS:**

- (A) **WHEREAS** the **Inventors** were formerly employees of **Tranzyme Pharma Inc.** (formerly **Neokimia Inc.**) (**Tranzyme Pharma**) and, in their capacity as such, all inventions, creations, discoveries, processes or information generated, developed, created or conceived by them during the course of their employment were considered work created within the framework of their employment and, consequently, any intellectual property and intellectual property rights obtained, created or derived therefrom became the exclusive property of **Tranzyme Pharma**;
- (B) **WHEREAS** during the course of their employment, the **Inventors** participated in the inventions, discoveries or other activities which ultimately resulted in the intellectual property that permitted the filing of an application for a patent with the European Patent Office bearing number EP 15191743.2 (the **European Patent**);
- (C) **WHEREAS** pursuant to a sale, transfer and assignment agreement (the **Assignment Agreement**) entered into between **Tranzyme Pharma**, as seller, transferor and assignor, and **Ocera**, as purchaser, transferee and assignee, dated December 13, 2013 (the **Assignment Date**), **Tranzyme Pharma** sold, transferred and assigned to **Ocera** the universality of its assets, property, equipment, inventory and licensing and other contractual rights, including without limitation, all intellectual property and intellectual property rights then held or owned by **Tranzyme Pharma**;
- (D) **WHEREAS**, as of the **Assignment Date**, all rights associated with the **European Patent** were owned and held by **Tranzyme Pharma** and, consequently, were intended to be and were in fact and in law assigned to **Ocera** under the **Assignment Agreement**;
- (E) **WHEREAS** pursuant to a technology transfer and license agreement (the **License Agreement**) entered into among **Ocera**, as transferor and licensor, and **Genentech, Inc.** and **F. Hoffmann-La Roche Ltd.** (collectively, the **Licensee**), as licensees and transferees, dated as of the **Assignment Date**, **Ocera**, *inter alia*, irrevocably, perpetually and exclusively licensed to the **Licensee** certain of its intellectual property and intellectual property rights, including without limitation, the intellectual property and intellectual property rights underlying and comprising the **European Patent**;
- (F) **WHEREAS** **Tranzyme Pharma** was dissolved and ceased to exist on December 14, 2015; and

- (G) WHEREAS the Parties wish to enter into this Instrument to confirm their understanding in respect of Ocera's right, title and interest in and to the European Patent.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows.

#### **Article 1 Interpretation**

##### **1.1 Gender and Number**

Any reference in this Instrument to gender includes all genders and words importing the singular include the plural and *vice versa*.

##### **1.2 Certain Phrases**

In this Instrument (a) the words "including" and "includes" mean "including (or includes) without limitation"; (b) the terms "this Instrument", "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Instrument and not to any particular Article or Section.

##### **1.3 Headings, Etc.**

The division of this Instrument into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation of this Instrument.

##### **1.4 Governing Law**

- (a) This Instrument is governed by and is to be interpreted, construed and enforced in accordance with the laws of the Province of Quebec, Canada, without regard to conflict of law principles.
- (b) Each of the Parties irrevocably attorns and submits to non-exclusive jurisdiction of the courts of the Province of Quebec in any action or proceeding arising out of or relating to this Instrument. Each of the Parties waives objection to the venue of any action or proceeding in such court or any argument that such court provides an inconvenient forum.

#### **Article 2 Confirmation of Assignment**

##### **2.1 Confirmation by the Inventors**

The Inventors hereby acknowledge, agree and confirm that:

- (a) in their capacity as former employees of Tranzyme Pharma, the Inventors, during and as part of the course of their employment for Tranzyme Pharma, validly assigned, transferred and conveyed to Tranzyme Pharma all of their right, title and interest in, to or arising from or relating to the intellectual property and the intellectual property rights underlying and comprising the European Patent;
- (b) they have no, and will not now or in the future claim any, commercial, monetary or economic rights, title or interest in, to or arising from or relating to the intellectual property and the intellectual property rights underlying and comprising the European Patent;

- (c) prior to the Assignment Date, Tranzyme Pharma was the lawful holder of all right, title and interest in and to the European Patent;
- (d) Tranzyme Pharma assigned, conveyed and transferred all right, title and interest in and to the intellectual property and the intellectual property rights underlying and comprising the European Patent to Ocera as part of the Assignment Agreement, and that Ocera became the lawful assignee of the intellectual property and the intellectual property rights underlying and comprising the European Patent pursuant to the Assignment Agreement; and
- (e) Ocera irrevocably, perpetually and exclusively licensed all right, title and interest in and to the intellectual property and the intellectual property rights underlying and comprising the European Patent to the Licensee pursuant to the License Agreement.

## **2.2 Confirmation by Ocera**

Ocera hereby acknowledges, agrees and confirms that:

- (a) Tranzyme Pharma assigned, conveyed and transferred to Ocera, and Ocera obtained, all right, title and interest in and to the intellectual property and the intellectual property rights underlying and comprising the European Patent as part of the Assignment Agreement;
- (b) it became the lawful holder of all right, title and interest in and to the intellectual property and the intellectual property rights underlying and comprising the European Patent pursuant to the Assignment Agreement; and
- (c) it irrevocably, perpetually and exclusively licensed all right, title and interest in and to the intellectual property and the intellectual property rights underlying and comprising the European Patent to the Licensee pursuant to the License Agreement.

## **Article 3 Miscellaneous**

### **3.1 Amendments**

This Instrument may only be amended, supplemented or otherwise modified by written agreement of all of the Parties.

### **3.2 Further Assurances**

Each of the Parties shall, from time to time, do all such acts and things and execute and deliver, from time to time, all such further documents and assurances as may be reasonably necessary to carry out and give effect to the terms of this Instrument.

### **3.3 Severability**

If a provision of this Instrument is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision is to be severed from this Instrument and the remaining provisions will continue in full force and effect, without amendment.

### **3.4 Counterparts**

This Instrument may be executed in any number of separate counterparts (including by facsimile or other electronic means) and all such signed counterparts will together constitute one and the same agreement. To evidence its execution of an original counterpart of this Instrument, a Party may send a copy of its original signature on the execution page hereof to the other Parties

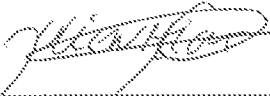
by facsimile or other means of recorded electronic transmission and such transmission (including in PDF form) shall constitute delivery of an executed copy of this Instrument to the receiving Party.

### **3.5 English Language**

The Parties have specifically requested this Instrument to be drawn up in the English language.  
*Les parties aux présentes ont exigé que la présente convention soit rédigée en langue anglaise.*

*[Signature pages follow]*

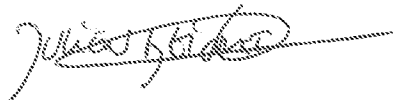
IN WITNESS WHEREOF the Parties have executed and delivered this Instrument as of the date first written above.

  
Julien Beignet

Je soussigné Julien BEIGNET déclare que la signature ci-dessus  
est conforme et déclare avoir mon entière capacité.


FAIT à : VARADES, 44 370, FRANCE

Le deux Août Deux Mille Seize (2/08/2016)



JE SOUSSIGNE M. Jérôme Arrondel  
Notaire à VARADES  
certifie exacte la signature de  
M. Julien BEIGNET  
apposée ci-contre  
A VARADES



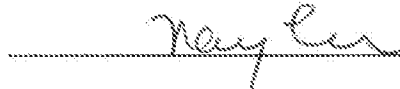
  
Stephen Jackson

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### CERTIFICATION

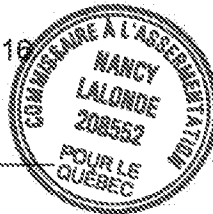
I, the undersigned, Nancy Lalonde, a Commissioner for Oaths for all the districts of the Province of Quebec, residing and domiciled at 3838 boul. Lawrie, Ste. Rose at the City of Quebec, in the said Province, do certify and attest that I have verified the identity and capacity of Stephen Jackson, who signed the aforesaid Confirmatory Assignment Instrument on the 11<sup>th</sup> day of August, 2016.

AND I HAVE SIGNED:

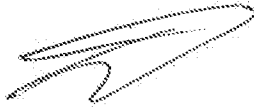
  
\_\_\_\_\_

Solemnly declared before me  
in Quebec, on August 11, 2016.

  
\_\_\_\_\_  
Commissioner of Oaths for Quebec  
Nancy Lalonde





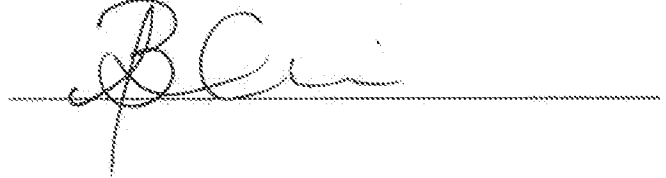


Dwight Macdonald

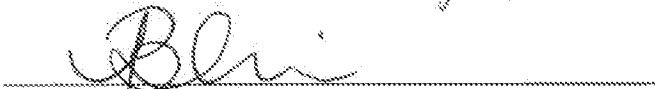
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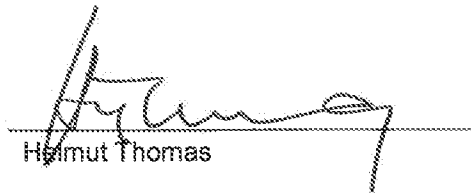
I, the undersigned, Immacule Ben-Aime, a Commissioner for Oaths for all the districts of the Province of Quebec, residing and domiciled at 536 Durost, at the City of Lachine, in the said Province, do certify and attest that I have verified the identity and capacity of Dwight Macdonald, who signed the aforesaid Confirmatory Assignment Instrument on the 11<sup>th</sup> day of August, 2016.

AND I HAVE SIGNED:



Solemnly declared before me  
in St-Lavent, on 11<sup>th</sup> of August, 2016

  
Commissioner of Oaths for Quebec  
Immacule Ben-Aime

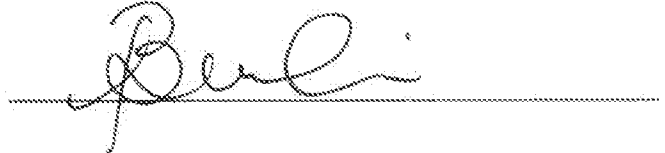
  
Helmut Thomas

\*\*\*\*\*


### CERTIFICATION

I, the undersigned, Immacule Bien-Aimé, a Commissioner for Oaths for all the districts of the Province of Quebec, residing and domiciled at 536 Delost, at the City of Lachine, in the said Province, do certify and attest that I have verified the identity and capacity of Helmut Thomas, who signed the aforesaid Confirmatory Assignment Instrument on the 11<sup>th</sup> day of August, 2016.

AND I HAVE SIGNED:



Solemnly declared before me  
in St-Laurent, on 11<sup>th</sup> of August, 2016

  
\_\_\_\_\_  
Commissioner of Oaths for Quebec  
Immacule Bien-Aimé



Amal Wahhab  
Amal Wahhab

\*\*\*\*\*

CERTIFICATION

I, the undersigned, Immacule Ben-Ame, a Commissioner for Oaths for all the districts of the Province of Quebec, residing and domiciled at 536 Proost, at the City of Lachine, in the said Province, do certify and attest that I have verified the identity and capacity of Amal Wahhab, who signed the aforesaid Confirmatory Assignment Instrument on the 11<sup>th</sup> day of August, 2016.

AND I HAVE SIGNED:

Immacule Ben-Ame

Solemnly declared before me  
in St-Laurent, on 11<sup>th</sup> of August, 2016

Immacule Ben-Ame  
Commissioner of Oaths for Quebec  
Immacule Ben-Ame



OCERA THERAPEUTICS, INC.

Per:

Name:

Title:

Gaurav Aggarwal  
Chief Business Officer

(Date)

CITY OF

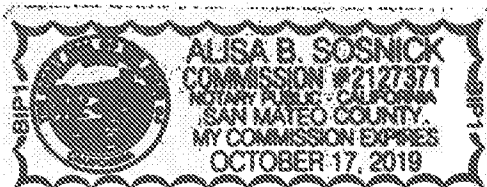
STATE OF

COUNTRY OF

August 15, 2016  
Palo Alto  
California  
USA

CERTIFICATION

On this 15 day of August, 2016, before me personally came the above named Gaurav Aggarwal (signing on behalf of Ocera Therapeutics, Inc.) who is personally known by me or provided to me on the basis of satisfactory evidence to be the same individual who executed the foregoing Confirmatory Assignment Instrument, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.



NOTARY PUBLIC

Print Name of Notary

State of California Large

My Commission Expires:

Personally Known \_\_\_\_\_ or Produced I.D. ☒

Type of Identification Produced DL

Confirmatory Assignment Instrument