

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SYTHEON LTD	02/13/2017
RECEIVING PARTY DATA		
Name:	SYMBIONYX PHARMACEUTICALS INC	
Street Address:	315 WOOTON STREET	
City:	BOONTON	
State/Country:	NEW JERSEY	
Postal Code:	07005	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	62139619	
Application Number:	15081898	
PCT Number:	US2016024392	
CORRESPONDENCE DATA		
Fax Number:	(239)643-0083	
<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:	781-718-9512	
Email:	WELCHED@COMCAST.NET	
Correspondent Name:	EDWARD K WELCH II	
Address Line 1:	2335 TAMiami TRAIL N. SUITE 307	
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ATTORNEY DOCKET NUMBER:	SYTH-008	
NAME OF SUBMITTER:	EDWARD K WELCH II	
SIGNATURE:	/EKWII/	
DATE SIGNED:	03/08/2017	
Total Attachments: 3		
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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this "Assignment") dated this 10th day of February 2017 is by and between Sytheon Ltd., a New Jersey corporation, having a place of business at 315 Wootton Street, Boonton, NJ 07005 ("ASSIGNOR") and Symbionyx Pharmaceuticals Inc., a Delaware corporation, having a place of business at 315 Wootton Street, Boonton, NJ 07005 ("ASSIGNEE"), each a "Party" and collectively the "Parties";

WHEREAS, ASSIGNOR is the proprietor of certain inventions pertaining to the treatment of certain skin conditions, especially psoriasis, as disclosed in and embraced by the following United States provisional patent applications, United States non-provisional utility patent applications and International PCT patent applications:

Compositions and Methods for Treating Psoriasis

US provisional application No. 62/139619 filed 3/27/2015

US non-provisional utility application No. 15/081898 filed 3/27/2016

International PCT patent application No. PCT/US2016/024392

said inventions and patent applications altogether the "Assigned Patents;" and

WHEREAS, ASSIGNOR and ASSIGNEE have engaged in a business transaction pursuant to which ASSIGNOR has agreed to assign to ASSIGNEE the Assigned Patents; and

WHEREAS, ASSIGNEE, desires to consummate said business transaction and, in following, take possession of all rights, title and interest in and to the Assigned Patents:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that in exchange for the Consideration (as defined below), the sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and transfers to ASSIGNEE, and ASSIGNEE hereby accepts, ASSIGNOR's entire right, title and interest in and to (A) the Assigned Patents, (B) all income, royalties, damages and payment now or hereafter due or payable in respect to the Assigned Patents, and (C) all causes of action and the rights to sue, counterclaim, and recover for past, present and future infringement of the ASSIGNOR's rights in the Assigned Patents, as well as all rights corresponding thereto throughout the world. For purposes of this Assignment, "Consideration" shall mean, collectively, (i) that certain number shares of common stock of ASSIGNEE that represents ten percent (10%) of ASSIGNEE's fully-diluted capital on an as-converted to common stock basis as of the date of this Assignment (together with any Additional Shares (as defined below) issued to ASSIGNOR, the "Equity Interest"), (ii) \$50,000 in cash or immediately available funds, payable by ASSIGNEE to ASSIGNOR within ten (10) business days of ASSIGNEE raising, in the aggregate, not less than \$2.5 million in equity capital and (iii) \$50,000 in cash or immediately available funds, payable by ASSIGNEE to ASSIGNOR within ten (10) business days of ASSIGNEE raising, in the aggregate, not less than \$5 million in equity capital. For purposes of clarity, the total payments under clauses (ii) and (iii) above shall in no event exceed \$100,000.

The parties hereby further agree that, notwithstanding any future equity issuances by ASSIGNEE, for so long as the Equity Interest continues to be held by ASSIGNOR, the Equity

SYTHEON/SYMBIONYX PATENT ASSIGNMENT

Interest shall continue to represent not less than five percent (5%) of ASSIGNEE's fully-diluted capital on an as-converted to common stock basis. To the extent that ASSIGNEE issues any equity that would cause the Equity Interest to represent less than five percent (5%) of ASSIGNEE's fully-diluted capital on an as-converted to common stock basis, ASSIGNEE shall issue to ASSIGNOR, without further consideration, such number of additional shares of ASSIGNEE's common stock (such shares, the "Additional Shares") as would be sufficient in order for the Equity Interest to continue to represent at least five percent (5%) of ASSIGNEE's fully-diluted capital on an as-converted to common stock basis.

ASSIGNOR further agrees that ASSIGNEE may apply for, receive and maintain letters patent for said inventions in its own name; and that, when requested, without charge to, but at the expense of ASSIGNEE, its successors, assigns and legal representatives, ASSIGNOR will carry out in good faith the intent and purpose of this assignment and that ASSIGNEE will execute or, as appropriate, cause to be executed all original, divisional, continuing, continuation-in-part, substitute, renewal, reissue and all other patent applications and re-examination certificates on any and all said inventions for the U.S., all other countries of the world and under all treaties; and will execute or, as appropriate, cause to be executed all rightful oaths, supplemental oaths, preliminary statements, assignments, powers of attorney, assurance of title, declarations and other papers for the U.S., all other countries and under all treaties, and will communicate to ASSIGNEE, its successors, assigns and representatives, all facts known to ASSIGNOR relating to said inventions and the history thereof; and generally do everything possible that ASSIGNEE, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions, and for complying with applicable law and for vesting title to said inventions and all applications for patents and all patents on said inventions in ASSIGNEE, its successors, assigns and legal representatives for the U.S., all other countries and under all related treaties.

ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any document that may be required in any country as proof of the right of ASSIGNEE to apply for, defend or enforce a patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

ASSIGNOR further covenants with ASSIGNEE, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into with others by ASSIGNOR, and that full right to convey the same as herein expressed is possessed by ASSIGNOR.

ASSIGNEE hereby authorizes ASSIGNOR to record this instrument in any and all countries where appropriate.

ASSIGNEE UNDERSTANDS AND AGREES THAT THE ASSIGNED PATENTS ARE BEING ASSIGNED HEREIN AS-IS AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

SYTHEON/SYMBIONYX PATENT ASSIGNMENT

SYTHEON LTD.

By: [Signature]
Ratan K. Chaudhuri, CEO

State of New Jersey)
) ss:
County of Morris)

On this 13 day of February 2017, before me personally appeared Ratan K. Chaudhuri, known to me to be the person whose name appears above and acknowledged that he executed the same for the purposes contained in the instrument.

Rafael C. Blanco

Notary Public

New Jersey

My Commission Expires 2-17-2021

No. 60032308

[Signature]
Notary Public

My Commission Expires: 02/17/2021

In acknowledgement and acceptance this Assignment of Patents:

SYMBIONYX Pharmaceuticals Inc.

By: [Signature]
Name: RATAN K CHAUDHURI
Title: President & CEO

State of New Jersey)
) ss:
County of Morris)

On this 13 day of February 2017, before me personally appeared Ratan K. Chaudhuri known to me to be the person whose name appears above and acknowledged that he executed the same for the purposes contained in the instrument.

Rafael C. Blanco

Notary Public

New Jersey

My Commission Expires 2-17-2021

No. 60032308

[Signature]
Notary Public

My Commission Expires: 02/17/2021