

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4326685

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SANDRA E. DUNN	02/27/2017
AARTHI JAYANTHAN	02/27/2017
JAIPAL REDDY NAGIREDDY	02/28/2017
SUBHASH ANNEDI	02/28/2017
JOHN H. VAN DRIE	03/10/2017
TIMOTHY S. DAYNARD	03/02/2017
MY-MY HUYNH	02/27/2017
RECEIVING PARTY DATA	
Name:	PHOENIX MOLECULAR DESIGNS
Street Address:	110-13120 VANIER PLACE, RICHMOND
City:	BRITISH COLUMBIA
State/Country:	CANADA
Postal Code:	V6V 2J2
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15436587
CORRESPONDENCE DATA	
Fax Number:	
<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:	6504939300
Email:	patentdocket@wsgr.com, lkim@wsgr.com
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI
Address Line 1:	650 PAGE MILL ROAD
Address Line 4:	PALO ALTO, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	50307-702.201
NAME OF SUBMITTER:	LORA KIM
SIGNATURE:	/Lora Kim/
DATE SIGNED:	03/20/2017

Total Attachments: 5

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WHEREAS, the undersigned:

- | | | | |
|--|--|---|---|
| 1. Sandra E. DUNN
4522 Bellevue Drive
Vancouver, British Columbia
V6R 1E5
CANADA | 2. Aarthi JAYANTHAN
506-384 East 1 st Avenue
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CANADA | 7. My-my HUYNH
401-1101 Harwood Street
Vancouver, British Columbia
V6E 1R9
CANADA | |

(hereinafter "Inventor(s)), have invented certain new and useful improvements in

CARBOXAMIDE DERIVATIVES USEFUL AS RSK INHIBITORS

☒ for which application serial number 15/436,587 was filed on February 17, 2017 in the United States Patent and Trademark Office; (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, Phoenix Molecular Designs, a corporation of British Columbia, Canada, having a place of business at 110-13120 Vanier Place, Richmond, British Columbia, V6V 2J2, Canada, (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.

PATENT ASSIGNMENT

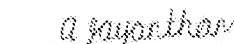
Docket Number 50307-702.201

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

Date: Feb 27/17


Sandra E. DUNN

Date: Feb 27/17


Aarthi JAVANTHAN

Date: _____

Jaipal Reddy NAGIREDDY

Date: _____

Subhash ANNEDI

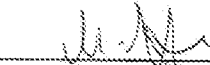
Date: _____

John H. VAN DRIE

Date: _____

Timothy S. DAYNARD

Date: Feb 27 2017


My-my HUYNH

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: Feb 27 2017

By: 

Name: Sandra E. Dunn

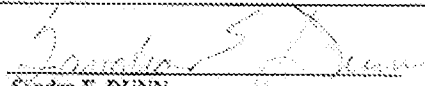
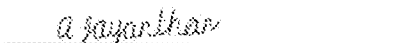

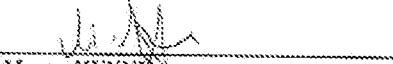
Phoenix Molecular Designs

Title: Founder and CEO

PATENT ASSIGNMENT

Docket Number 50307-702.201


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

Date: Feb 21/17 
Sandra E. DUNNDate: Feb 27/17 
Aarthi JAYANTHANDate: Feb 28, 17 
Jaipal Reddy NAGIREDDYDate: Feb. 28, 17 
Subhash ANNEDIDate: _____
John H. VAN DRIEDate: _____
Timothy S. DAYNARDDate: Feb 27 2017 
My-my HUYNH


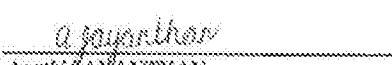

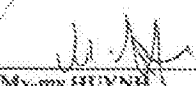
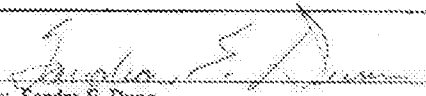
RECEIVED AND AGREED TO BY ASSIGNEE:



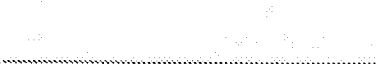

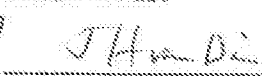

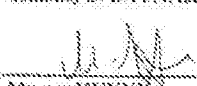
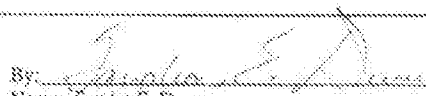
Date: Feb 21 2017

Phoenix Molecular Designs

By: 
Name: Sandra E. Dunn

Title: Founder and CEO

PATENT ASSIGNMENT		Docket Number	50307-702.201
IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:			
Date: <u>Feb 27/17</u>	<u></u> Sandra E. DUNN		
Date: <u>Feb 27/17</u>	<u></u> Aarthi JAYANTHAN		
Date: _____	_____		
Date: _____	_____		
Date: _____	_____		
Date: <u>MAR 2/17</u>	<u></u> Timothy S. DAYNARD		
Date: <u>Feb 27 2017</u>	<u></u> My-my HUYNH		
RECEIVED AND AGREED TO BY ASSIGNEE:			
Date: <u>Feb 24 2017</u>	By: <u></u>		
Phoenix Molecular Designs	Name: Sandra E. Dunn		
	Title: Founder and CEO		

PATENT ASSIGNMENT		Docket Number
IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below.		
Date: <u>Feb 9, 2017</u>	<u></u> Sandra E. DUNN	
Date: <u>Feb 17/17</u>	<u></u> Aarthi JAYANTHAN	
Date: _____	<u></u> Isipal Reddy NAGIREDDY	
Date: _____	<u></u> Subhash ANNEDI	
Date: <u>Mar 10, 2017</u>	<u></u> John H. VAN DRIE	
Date: _____	<u></u> Timothy S. DAYNARD	
Date: <u>Feb 27, 2017</u>	<u></u> My-my HUYNH	
RECEIVED AND AGREED TO BY ASSIGNEE:		
Date: <u>Feb 27, 2017</u>	By: <u></u> Name: Sandra E. Dunn	
Phoenix Molecular Designs		Title: Founder and CEO