

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4385673

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EVOLVA SA	12/08/2014
RECEIVING PARTY DATA	
Name:	EMERGENT PRODUCT DEVELOPMENT GAITHERSBURG INC.
Street Address:	300 PROFESSIONAL DRIVE
City:	GAITHERSBURG
State/Country:	MARYLAND
Postal Code:	20879
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15191067
CORRESPONDENCE DATA	
Fax Number:	(312)913-0002
<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:	312-913-0001
Email:	docketing@mbhb.com
Correspondent Name:	MCDONNELL BOEHNEN HULBERT & BERGHOFF
Address Line 1:	300 SOUTH WACKER DRIVE
Address Line 2:	SUITE 3100
Address Line 4:	CHICAGO, ILLINOIS 60606-6709
ATTORNEY DOCKET NUMBER:	11-1379-US-CON
NAME OF SUBMITTER:	STEVEN J. SARUSSI
SIGNATURE:	/Steven J. Sarussi/
DATE SIGNED:	04/26/2017
Total Attachments: 6	
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source=11-1379-US-CON Assignment (Evolva to Emergent)#page2.tif	
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source=11-1379-US-CON Assignment (Evolva to Emergent)#page5.tif	

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of 16th December 2014, is made by Evolva SA ("Assignor"), a corporation of Switzerland, located at Duggingerstrasse 23, CH-4153 Reinach, Switzerland, in favor of Emergent Product Development Gaithersburg Inc., ("Assignee"), located at 300 Professional Drive, Gaithersburg, MD 20879, the purchaser of certain assets of Assignee pursuant to an Asset Purchase Agreement between Evolva SA and Emergent Product Development Gaithersburg Inc., dated as of 20 October 2014 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Patent Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest:

(a) in and to each of the patents and patent applications that are described in detail in Schedule A, annexed hereto and made a part hereof (the "Patents");

(b) in and to any and all applications that claim the benefit of the Patents, including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals, and reexaminations of such Patents, to the full extent of the term or terms for which the relevant Patent issues;

(c) in and to any and all inventions described in each of the Patents, and in all forms of intellectual and industrial property protection derivable therefrom, and that are derivable from any and all continuing applications (continuation, divisional, or continuation-in-part), reissues, extensions, renewals and reexaminations of such Patents and Patent Applications, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

(d) in and to all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) in and to any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) in and to any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this Patent Assignment not been made.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment Agreement upon request by Assignee. Assignor agrees to assist Assignee, with all costs to be paid by Assignee, in the execution of all papers necessary in connection with the application(s) (including but not limited to Evolva inventor declarations) and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

Assignor agrees to assist Assignee, with all costs to be paid by Assignee, in the execution of all papers necessary in connection with any interference, post-grant proceeding or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in obtaining evidence and going forward with such interference, post-grant proceeding or patent enforcement action.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Patents are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase 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

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inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Successors and Assigns. This Patent Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person, including, without limitation, any union or any employee or former employee of any Assignor, any legal or equitable right, benefit or remedy of any nature whatsoever, including, without limitation, any rights or employment for any specified period, under or by reason of this Patent Assignment.

5. Amendment. This Patent Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, Assignee and Assignor.

7. Severability. If any provision of this Patent Assignment is held invalid, unenforceable or void by a court of competent jurisdiction, the remaining provisions shall not for that reason alone be unenforceable or invalid. In such case, the parties hereto agree to negotiate in good faith to create an enforceable contractual provision to achieve the purpose of the invalid provision. Further, if any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and shall be enforced as amended.

8. Counterparts. This Patent Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument. This Patent Assignment shall become effective when each party shall have received a counterpart hereof signed by the other parties hereto.

9. Governing Law. This Patent Assignment shall be construed in accordance with and governed by the substantive law of Switzerland.

SIGNED on behalf of the said ASSIGNOR,

Evolva SA

By: 

Name: Pascal Longchamp

Title: Chief Business Officer

Date: December 8th 2014

Evolva SA

By: J. Dyrnes Hansen

Name: JAKOB DYNES HANSEN

Title: CFO

Date: 8 December 2014

SIGNED on behalf of the said ASSIGNEE,

Emergent Product Development Gaithersburg Inc.

By: _____

Name: _____

Title: _____

Date: _____

SIGNED on behalf of the said ASSIGNOR,

Evolva SA

By: _____

Name: _____

Title: _____

Date: _____

Evolva SA

By: _____

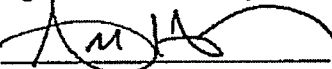
Name: _____

Title: _____

Date: _____

SIGNED on behalf of the said ASSIGNEE,

Emergent Product Development Gaithersburg Inc.

By:  _____

Name: Adam Harvey

Title: President

Date: December 3, 2014

SCHEDULE A

Country	Serial Number	Publication Number
2-PYRIDONE ANTIMICROBIAL COMPOSITIONS (PCT I)		
United States	60/386,721	
PCT	PCT/US2011/052003	WO/2012/047487
United States	13/821,250	US20130245035
European Patent Convention	EP20110771292	EP2621491
ANTIMICROBIAL 4-OXOQUINOLIZINES (PCT II)		
United States	61/438,543	
PCT	PCT/EP12/51563	WO/2012/104305
United States	13/823,187	US20130252882
European Patent Convention	EP20120702023	EP2670410

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