#### 504377648 05/22/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4424343

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
JOHN HENRY BOUGHER III	04/26/2017
RAMAMURTY V S CHANGALVALA	04/26/2017
AARON LEIGH DOWNEY	04/26/2017
ERNEST RANDALL LANIER JR.	04/26/2017
ANDREW LOUIS MCIVER	04/26/2017
BRADLEY DAVID ROBERTSON	04/26/2017
DEAN WALLACE SELLESETH	04/26/2017
PHIROZE BEHRAM SETHNA	04/26/2017
ROY W. WARE	04/26/2017

### **RECEIVING PARTY DATA**

Name:	CHIMERIX, INC.	
Street Address:	2505 MERIDIAN PARKWAY	
Internal Address:	SUITE 340	
City:	DURHAM	
State/Country:	NORTH CAROLINA	
Postal Code:	27713	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15599056

#### CORRESPONDENCE DATA

Fax Number: (202)842-7899

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.

Phone: 202-842-7800

Email: dwespe@cooley.com, tkoller@cooley.com COOLEY LLP ATTN: PATENT GROUP Correspondent Name: Address Line 1: 1299 PENNSYLVANIA AVENUE, NW

Address Line 2: SUITE 700

Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER: CHIM-830C02US 301983-2416

NAME OF SUBMITTER:	DANIEL WESPE
SIGNATURE:	/Daniel Wespe/
DATE SIGNED:	05/22/2017
Total Attachments: 13	
source=CHIM-830C02US-Assignment_6	Chimerix_Inc#page1.tif
source=CHIM-830C02US-Assignment_6	Chimerix_Inc#page2.tif
source=CHIM-830C02US-Assignment_Chimerix_Inc#page3.tif	
source=CHIM-830C02US-Assignment_Chimerix_Inc#page4.tif	
source=CHIM-830C02US-Assignment_Chimerix_Inc#page5.tif	
source=CHIM-830C02US-Assignment_Chimerix_Inc#page6.tif	
source=CHIM-830C02US-Assignment_Chimerix_Inc#page7.tif	
source=CHIM-830C02US-Assignment_Chimerix_Inc#page8.tif	
source=CHIM-830C02US-Assignment_Chimerix_Inc#page9.tif	
source=CHIM-830C02US-Assignment_Chimerix_Inc#page10.tif	
source=CHIM-830C02US-Assignment_Chimerix_Inc#page11.tif	
source=CHIM-830C02US-Assignment_Chimerix_Inc#page12.tif	
source=CHIM-830C02US-Assignment_Chimerix_Inc#page13.tif	

#### ASSIGNMENT

John Henry Bougher III, residing at 2021 Copper Leaf Parkway, Apt. 208, Durham, North Carolina 27703, Ramamurty V S Changelvala, residing at 114 Mainline Station Drive, Morrisville, North Carolina 27560, Aaron Leigh Downey, residing at 1106 Sophomore Court, Durham, North Carolina 27713, Ernest Randall Lanier Jr., residing at 316 Reade Road, Chapel Hill North Carolina 27713, Ernest Randall Lanier Jr., residing at 7103 Montibility Parkway, Durham, North Carolina 27713, Bradley David Robertson, residing at 2519 Burton Road, Durham, North Carolina 27704, Dean Wallace Selleseth, residing at 111 Frehold Court, Cary, North Carolina 27519, Phiroze Behram Sethna, residing at 5108 Starcross Lane, Durham, North Carolina 27713, and Roy W. Ware, residing at 10520 Leafwood Place, Raleigh, North Carolina 27613 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent entitled PYRROLOPYRIMIDINE NUCLEOSIDES AND ANALOGS THEREOF, and which is a:

(1)	provisional application  (a) to be filed herewith; or  (b) bearing Application No, and filed on;  and/or
(2)	<ul> <li></li></ul>
(3)	PCT application  (a), bearing Application No, and filed on; and/or
(4)	and/or and application bearing Serial No, and filed on
(5)	attached hereto.

WHEREAS, Chimerix Inc., a corporation having its principal place of business at 2505 Meridian Parkway, Suite 340, Durham, North Carolina 27713 its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

144646911 v1

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any priority application(s), substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful

144646911 v1

owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby acknowledges the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

144646911 v1

Date: 4/26/17 By: For Jon John Bougher III

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of North Carolina ) ss.

County of Durham ) ss.

On April 2b, 2017 , before me, John Henn, Bougher III, Notary Public, personally appeared in person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Darcey J, Moore Notary Public Place Notary Seal Above

Darcey J, Moore Notary Public County North Carolina County North Carolina County North Carolina County North Carolina Seal Above

144646911 v1

Date: 28th April 2017

By: Ramamurty V S Changalvala

State of North Carolina ) State of Duruam )
On April 26, 2017 , before me, Ramamurty VS Changalvald, Notary
Public, personally appeared <u>lin per som</u> , who proved
to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.
WITNESS my hand and official seal.
Darry G. Moore
Signature of Notary P blic Darcey J. Moore Place Notary Seal Above Notary Public Chatham County
My Commission Expires.  North Carolina  My Commission Expires 6/11/2021  My Commission Expires.

Date: 26 April 2017 By: Aaron Leigh Downey

State of North Carolina ) ss.
County of Durham
On April 26, 2017 before me, Aaron Leigh Downey, Notary Public, personally appeared In person who proved
Public, personally appeared <u>IVI PUXSON</u> , who proved
to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.
WITNESS my hand and official seal.
Darung. Noon
Signature of Notary Public Place Notary Seal Above
Darcay J. Moore Notery Public
Chethem County My Commission Expires: North Caroline My Commission Expires: North Caroline My Commission Expires (11/202)

Date: April 26, 2017 By: Ernest Randall Lanier Tr.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of North Carolina )  State of North Carolina )  State of North Carolina )	
County of Durlan	
On April 26, 2017 before me, Evnest Rai	ndall Lanier, JG Notary
On <u>April 26, 2017</u> , before me, <u>Evnest Rai</u> Public, personally appeared <u>In person</u>	, who proved
to me on the basis of satisfactory evidence, to be the per	
subscribed to the within instrument and acknowledged to me	that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his	s/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which	the person(s) acted, executed
the instrument.	
WITNESS my hand and official seal.	
Daray J. More	
Signature of Notary Public	Place Notary Seal Above
Darcey J. Moore  Outery Public Chatham County My Commission Expires: North Carolins My Commission Expires 5/11/2021	

144646911 v1

Date: 4-26-/7	Ву:	and the
		Andrew Louis McIver

State of North Carolina ) ss. County of Durham )	
County of Vurvam	
On April 26, 2017, before me. Ardrew Lo	vis McIver Notary
Public, personally appeared 1n person	, who proved
to me on the basis of satisfactory evidence, to be the per	
subscribed to the within instrument and acknowledged to me	that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his	s/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which	the person(s) acted, executed
the instrument.	
WITNESS my hand and official seal.	
Darcy J. Moore	
Signature of Notary Public	Place Notary Seal Above
Darcey J. Moore Notary Public My Commission Expires: Chathem County North Carolina My Commission Expires (411/2021	

Date: 210 Apr 2017

Bhadley David Robertson

State of <u>North Carolina</u> )  State of <u>North Carolina</u> )  State of <u>North Carolina</u> )  State of <u>North Carolina</u> )
On April 26,2017, before me, Bradley David Robertson, Notary
Public, personally appeared <u>in person</u> , who proved
to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.
WITNESS my hand and official seal.
Darryg Morre
Signature of Notary Public Darcey J. Moore Notary Public Chethain County North Carolina My Commission Expires 6/11/2021

Date: 26 April 2017 By: Dean Wallace Selleseth

State of North Carolina )					
State of North Carolina )  State of North Carolina )  County of Durham )					
On April 26,2017, before me, Dean Wallace Selleseth, Notary					
Public, personally appeared in person , who proved					
to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are					
subscribed to the within instrument and acknowledged to me that he/she/they executed the					
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the					
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed					
the instrument.					
WITNESS my hand and official seal.					
Darcey J. Moore					
Signature of Notary Public Place Notary Seal Above					
Oarcey J. Moore Notary Public Chattern County My Commission, Expire North Ceroline					

Date: 4/2-6/2-017 By: Phiroze Behram Sethna

State of North Carolina
State of North Carolina ) ss.  County of Durham )
On April 26, 2017, before me, Phivoze Behram Schhna, Notary
Public, personally appeared who person who proved , who proved
to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.
WITNESS my hand and official seals
Darry J. Moore
Signature of Notary Public Darcey J. Moore Notary Public Chesthem County North Carolina My Commission Exp

Date:	26APR.2017	Ву:	Ray	W. いん	ar.	
Y		- 4	O	Roy W. Wa	re	
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.						
State of	North Carolina) of Durram					
County	of DW/ram					
On_A	pni 26, 2017 before	me, <u>R</u>	e4 W:	Ware	, Notary	
Public, p	personally appeared <u>in per</u>	Stra			, who proved	
to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are						
subscribed to the within instrument and acknowledged to me that he/she/they executed the						
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the						
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed						
the instr	ument.					
WITNE	SS my hand and official seal.					
<u>Dan</u>	eyg, Mone		··			
Signatur  My Con	Oarcey J. Moore Notary Public Chatham County North Carolina			Place Notary :	Seal Above	
		<b>******</b>	**			

Date: April 26, 2017

Company: Chimerix Inc.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

	<del></del> ╼╼╌╌╌╌╌
State of North Camlina	
State of North Carolina ) ss. County of Durham ) ss.	
On April 26, 2017, before me, M. Michel	<u> L. Benna</u> , Notary
Public, personally appeared in payson	, who proved
to me on the basis of satisfactory evidence, to be the per	rson(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me	that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by hi	s/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which	the person(s) acted, executed
the instrument.	
WITNESS my hand and official seal,	
·	
Darces J. Moore_	
Signature of Notary Public	Place Notary Seal Above
Darcey J. Moore Notary Public	v
My Commission Lacint Commission Expires 4/11/2021	

144646911 v1

**PATENT** REEL: 042451 FRAME: 0248

**RECORDED: 05/22/2017**