# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
POL BOUDES	06/26/2017
CHARLES A MCWHERTER	06/26/2017

### **RECEIVING PARTY DATA**

Name:	CYMABAY THERAPEUTICS, INC.
Street Address:	7999 GATEWAY BOULEVARD
Internal Address:	SUITE 130
City:	NEWARK
State/Country:	CALIFORNIA
Postal Code:	94560

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15496875

### **CORRESPONDENCE DATA**

Fax Number:

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:** 6505658738

**Email:** snguyen@hdciplaw.com

Correspondent Name: SAM L NGUYEN

Address Line 1: 3239 EL CAMINO REAL

Address Line 2: SUITE 220

Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	CMB.029050US	
NAME OF SUBMITTER:	DEREK P FREYBERG	
SIGNATURE:	/Derek P Freyberg/	
DATE SIGNED:	06/28/2017	

**Total Attachments: 2** 

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PATENT 504436333 REEL: 042854 FRAME: 0201

## ASSIGNMENT (US)

By the EMPLOYEE AGREEMENT ON CONFIDENTIAL INFORMATION AND INVENTIONS between each of us (each an Assignor) and CymaBay Therapeutics, Inc., 7999 Gateway Blvd., Suite 130, Newark, CA 94560, USA (CymaBay), all inventions made by Assignor are the sole and exclusive property of CymaBay.

Therefore, Assignor confirms that he has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, to CymaBay, its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to:

Treatment of intrahepatic cholestatic diseases as set forth in US Application No. 15/496875, filed 25 April 2017, as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by CymaBay, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor hereby authorizes CymaBay to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of CymaBay or otherwise as CymaBay may deem advisable under the International Convention or otherwise.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Letters Patent to CymaBay as assignee of the entire interest, for the sole use and benefit of CymaBay, its successors and assigns.

Assignor hereby agrees (a) to communicate to CymaBay, its successors and assigns, or their representative or agents, all facts and information known or available to Assignor respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by CymaBay; (b) to testify in person or by affidavit as required by CymaBay, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by CymaBay, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths.

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affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to CymaBay, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

Assignor hereby represents and warrants that Assignor has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that Assignor has not executed and will not execute any document or instrument in conflict herewith.

Assignor hereby grants to the law firm of **Hamilton**, **DeSanctis & Cha LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

Assignor understands and agrees that the attorneys and agents of the law firm of **Hamilton, DeSanctis & Cha LLP** do not personally represent Assignor or Assignor's legal interests, but instead represent the interests of CymaBay; since said attorneys and agents cannot provide legal advice to Assignor with respect to this Assignment, Assignor acknowledges its right to seek its own independent legal counsel.

Executed this way of June 2017, at Newark, California.

Por Bougles

Executed this day of June 2017, at Newark, California.

Charles A McWherter