

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4539088

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PAMELA PALMER	06/27/2017
THOMAS SCHRECK	06/21/2017
STELIOS TZANNIS	06/13/2017
LARRY HAMEL	07/28/2017
ANDREW I. POUTIANTINE	07/07/2017
RECEIVING PARTY DATA	
Name:	ACELRX PHARMACEUTICALS, INC.
Street Address:	351 GALVESTON DRIVE
City:	REDWOOD CITY
State/Country:	CALIFORNIA
Postal Code:	94063
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15655316
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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:	2028424800
Email:	zpatdcdocketing@cooley.com, mcole@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVENUE, NW
Address Line 2:	SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	ACEL-011/19US 312523-2207
NAME OF SUBMITTER:	SHIRLEY H. TAN
SIGNATURE:	/Shirley H. Tan/
DATE SIGNED:	08/07/2017
Total Attachments: 14	

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ASSIGNMENT

PALMER, Pamela, residing at 140 Vasquez Avenue, San Francisco, CA 94127; SCHRECK, Thomas, residing at 140 Willowbrook Drive, Portola Valley, CA 94028; TZANNIS, Stelios, residing at 26 Dupree Court, Petaluma, CA 94954; HAMEL, Larry, residing at 122 14th Street, Pacific Grove, CA 93950; and POUTIATINE, Andrew I., residing at 945 Greenhill Road, Mill Valley, CA 94941 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled SMALL VOLUME ORAL TRANSMUCOSAL DOSAGE FORMS CONTAINING SUFENTANIL FOR TREATMENT OF PAIN, and which is a:

- (1) ☐ provisional application
 (a) ☐ to be filed herewith; or
 (b) ☐ bearing Application No. , and filed on ;
- (2) ☒ non-provisional application
 (a) ☐ to be filed herewith; or
 (b) ☒ bearing Application No. 14/517,260, and filed on October 17, 2014; and/or
- (3) ☐ PCT application
 (a) ☐ bearing Application No. , and filed on .

LOH 7/28/2017
 351 Galveston Drive,
 Redwood City, CA 94063

WHEREAS, AcelRx Pharmaceuticals, Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 351 Galveston Drive, Redwood City, CA 94063 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified in paragraph (1), (2) and/or (3); 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 damages, including royalties, for prior infringements of these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

351

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 if the Assignor has already done so via a prior agreement with 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 in paragraph (1), (2) and/or (3);

ASSIGNMENT

PALMER, Pamela, residing at 140 Vasquez Avenue, San Francisco, CA 94127; SCHRECK, Thomas, residing at 140 Willowbrook Drive, Portola Valley, CA 94028; TZANNIS, Stellos, residing at 26 Dupree Court, Petaluma, CA 94954; HAMEL, Larry, residing at 122 14th Street, Pacific Grove, CA 93950; and POUTIATINE, Andrew I., residing at 945 Greenhill Road, Mill Valley, CA 94941 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled SMALL VOLUME ORAL TRANSMUCOSAL DOSAGE FORMS CONTAINING SUFENTANIL FOR TREATMENT OF PAIN, and which is a:

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 (a) ☐ to be filed herewith; or
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 (a) ☐ to be filed herewith; or
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- (3) ☐ PCT application
 (a) ☐ bearing Application No. , and filed on .

(AS)
 6-21-17
 Galveston Drive,
 Redwood City, CA 94063

WHEREAS, AcelRx Pharmaceuticals, Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 351 Galveston Drive, Redwood City, CA 94063 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified in paragraph (1), (2) and/or (3); 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 damages, including royalties, for prior infringements of these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

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PALMER, Pamela, residing at 140 Vasquez Avenue, San Francisco, CA 94127; SCHRECK, Thomas, residing at 140 Willowbrook Drive, Portola Valley, CA 94028; TZANNIS, Stelios, residing at 26 Dupree Court, Petaluma, CA 94954; HAMEL, Larry, residing at 122 14th Street, Pacific Grove, CA 93950; and POUTIATINE, Andrew I., residing at 945 Greenhill Road, Mill Valley, CA 94941 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled SMALL VOLUME ORAL TRANSMUCOSAL DOSAGE FORMS CONTAINING SUFENTANIL FOR TREATMENT OF PAIN, and which is a:

APD
07-JULY-2017

- (1) ☐ provisional application
 - (a) ☐ to be filed herewith; or
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- (2) ☒ non-provisional application
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 - (a) ☐ bearing Application No. , and filed on .

351 Galveston Drive,
Redwood City, CA 94063

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 (a) ☐ to be filed herewith; or
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351 Galveston Drive,
Redwood City, CA 94063

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- (b) the application(s) for patent identified in paragraph (1), (2) and/or (3);

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 (a) ☐ bearing Application No. , and filed on .

6/13/17

ST
 351 Galveston Drive,
 Redwood City, CA 94063

WHEREAS, AcelRx Pharmaceuticals, Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at ~~351 Galveston Drive, Redwood City, CA 94063~~ (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified in paragraph (1), (2) and/or (3); 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 damages, including royalties, for prior infringements of these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

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 if the Assignor has already done so via a prior agreement with 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 in paragraph (1), (2) and/or (3);

(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 in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); 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 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 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 in paragraph (1), (2) and/or (3) 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.

Date: 6/29/15 By: Pamela Palmer
PALMER, Pamela

State of California)
County of San Mateo) ss.

On June 29, 2015, before me, Tina Kuhns,
Notary Public, personally appeared Pamela Palmer,
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.

REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under
PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Tina Kuhns
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: Sep. 18, 2015

Date: JUNE 25, 2015

By: *Thomas Schreck*
SCHRECK, Thomas

State of California)
County of Santa Clara) ss.

On June 25, 2015, before me, Tina Kuhns,
Notary Public, personally appeared Thomas Albert Schreck,
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.

REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under
PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Tina Kuhns
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: September 18, 2015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 California)

County of Marin

On June 15, 2015 before me, Rowena S. Abulencia, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stelios Igarria
Name(s) of Signer(s)

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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature R. S. Abulencia
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Date: June 15, 2015

By: _____

TZANNIS, Stelios

State of California)
County of Marin) ss.

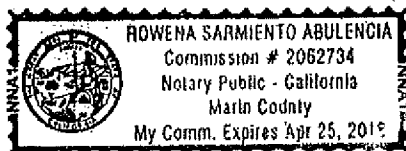
On June 15, 2015, before me, Rowena S. Abulencia,
Notary Public, personally appeared Stelios Tzannis,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their 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.

REQUIRED SENTENCE, IF NOTARIZED IN CALIFORNIA: I certify under
PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

RS. Abulencia

Signature of Notary Public



Place Notary Seal Above

My Commission Expires: April 25, 2018

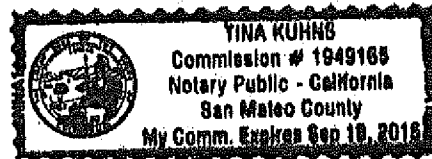
Date: June 29, 2015 By: L & H Hamel
HAMEL, Larry

State of California)
County of San Mateo) ss.

On June 29, 2015, before me, Tina Kuhns,
Notary Public, personally appeared Larry Hamel,
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
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paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: Sep 18, 2015

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.

Page 8 of 9

Attorney Docket No. ACEL-011/16US 312523-TBD

Date: 22 JUNE 2015

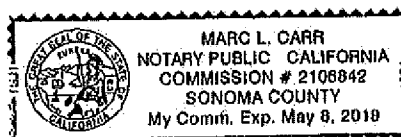
By: 
POUTIATINE, Andrew I.

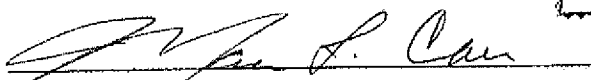
State of California)
) ss.
County of Marin)

On June 22, 2015, before me, Marc L. Carr,
Notary Public, personally appeared Andrew I. Poutiatine,
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
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paragraph is true and correct.

WITNESS my hand and official seal.




Signature of Notary Public

Place Notary Seal Above

My Commission Expires: May 8, 2019

Date: 8 July 2015

By: [Signature]

Name: Jane Wright-Mitchell
Title: Chief Brand Counsel
Company: AcelRx Pharmaceuticals, Inc.

State of California)
County of San Mateo) ss.

On July 8, 2015, before me, Tina Kuhns,
Notary Public, personally appeared Jane Wright-Mitchell,
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
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[Signature]

Signature of Notary Public



Place Notary Seal Above

My Commission Expires: Sept 18, 2015