504570903 09/28/2017

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
TORBJÖRN BÄCKSTRÖM	04/25/2015

# **RECEIVING PARTY DATA**

Name:	UMECRINE AB	
Street Address:	SOFIEHEMSVAGEN 73A	
City:	UMEA	
State/Country:	SWEDEN	
Postal Code:	SE-907 38	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15716838

# **CORRESPONDENCE DATA**

**Fax Number:** (617)607-9200

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:** (617) 449-6580

**Email:** eshea@mccarter.com

Correspondent Name: MCCARTER & ENGLISH, LLP

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ATTORNEY DOCKET NUMBER:	125593-00303	
IAME OF SUBMITTER: STEVEN G. DAVIS, PH.D.		
SIGNATURE:	/Steven G. Davis/	
DATE SIGNED:	09/28/2017	

# **Total Attachments: 2**

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PATENT 504570903 REEL: 043728 FRAME: 0897

#### PATENT TRANSFER AGREEMENT

## 1. ASSIGNMENT

- 1.1 I, Torbjörn Bäckström of Sofiehemsvägen 73A, SE-907 38 Umeå, Sweden (the "Inventor") hereby assigns and transfers to Umecrine AB of Sofiehemsvägen 73A, SE-907 38 Umeå, Sweden (the "Assignee") all rights, title and interest to (i) an invention made by the Inventor jointly with other inventors, entitled "Steroid Compound for Use in the Treatment of Hepatic Encephalopathy" (the "Invention"), as well as (ii) Swedish Patent Application No. 1450089-6 filed on 29 January 2014 and International Patent Application No. PCT/GB2015/050060 filed on 14 January 2015 (referred to together as the "Patent Applications"), in which Patent Applications the respective Invention is claimed.
- 1.2 The assignment in accordance with Section 1.1 includes, but is not limited to, the rights to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the Invention (including the right to claim convention priority from the Patent Applications) to the intent that the grant of any patent or similar protection shall be in the name of and vest in the Assignee;

TOGETHER WITH all rights and powers arising from the rights assigned under this Section 1.2 (the "Rights"), including the right to sue for damages and other remedies in respect of any infringements committed prior to the date of this agreement.

For the avoidance of doubt, the assignment under this agreement shall be deemed to have come into full force and effect as from 28 January 2014 and includes all present and future patent applications and issued patents in every country claiming priority from or filed pursuant to the Patent Applications including any extension, re-filing, supplemental protection certification, registration, confirmation, reissue, continuation, divisional, continuation-in-part, re-examination or renewal thereof.

- 1.3 The Inventor agrees that upon the execution of this agreement he will deliver to the Assignee and/or its successor in title all documents correspondence, notes, drawings, models, prototypes and other items relating to the Patent Applications and the Invention.
- 1.4 The Inventor undertakes to, at the request of the Assignee and/or its successor in title, at all times hereafter do all such acts and execute all such documents (including the making of or deposing to any declaration or oath) as may reasonably be necessary or desirable to secure the vesting in the Assignee and/or its successor in title of the Rights and to secure registration of this assignment at the Patent Office at which the Patent Applications are proceeding.
- At the expense of the Assignee or its successor in title, the Inventor agrees to render all such assistance of which he is capable and as may reasonably be required by the Assignee and/or its successor in title for the purpose of obtaining patents or other registered protection in respect of the Patent Applications and the Invention, in support of any action for infringement of any patents or other rights subsisting in respect of or relating to the Patent Applications and the Invention and in any proceedings in which the validity of any such patents or other rights is put in issue.

## 2. CONSIDERATION

The Assignee shall upon signing of this agreement pay to the Inventor good and valuable consideration as agreed elsewhere by the parties. The parties hereby acknowledge the payment and receipt of the consideration.

#### 3. CONFIDENTIALITY

3.1 The Inventor undertakes not to disclose any information pertaining to the Invention, which could impair the patentability of the Invention.

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- 3.2 The Inventor agrees not to, without the prior written permission of the Assignee and/or its successor in title, disclose the Invention or any information relating to the Invention to any other person whatsoever provided, however, that this obligation shall not apply to any information that is or becomes generally known to the public other than through the act or default of the Inventor or is disclosed to the Inventor without obligation of confidence by a third party who has not derived it directly or indirectly from the Assignee, its successor in title, or the Inventor.
- 4. GOVERNING LAW AND DISPUTES
- 4.1 This agreement shall be governed by and construed in accordance with Swedish law.
- 4.2 Disputes between the parties concerning the origin, interpretation and application of this agreement or any other legal matter arising therefore shall be settled in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

Place: Wheet

Date: 25/4 2015

Torbjörn Bäckström

Place: Wowlea

Date: 25/4 2075

for and on behalf of Umecrine AB

RECORDED: 09/28/2017

Name: Torbjörn Bäckström
Capacity: Chief Executive Officer

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