504601936 10/19/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4648648

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JEFFREY LYLE GRAY	09/29/2017
CYNTHIA MONESA CLARK	10/07/2017
MATTHEW B. MAIER	09/28/2017
KANDE K.D. AMARASINGHE	09/28/2017
RYAN MATTHEW NICHOLS	10/10/2017

RECEIVING PARTY DATA

Name:	AERPIO THERAPEUTICS, INC.
Street Address:	9987 CARVER ROAD, SUITE 420
City:	CINCINNATI
State/Country:	OHIO
Postal Code:	45242

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15705639

CORRESPONDENCE DATA

(650)493-6811 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.

Email: rgallo@wsgr.com, patentdocket@wsgr.com WILSON SONSINI GOODRICH & ROSATI **Correspondent Name:**

Address Line 1: 650 PAGE MILL ROAD

Address Line 4: PALO ALTO, CALIFORNIA 94304-1050

ATTORNEY DOCKET NUMBER:	45725-705.309	
NAME OF SUBMITTER:	TRISHA AGRAWAL	
SIGNATURE:	/Trisha Agrawal/	
DATE SIGNED:	10/19/2017	

Total Attachments: 6

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> **PATENT** REEL: 043904 FRAME: 0661

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WHEREAS, the undersigned:

- Jeffrey Lyle Gray
 Loveland, OH
- Kande K. D. Amarasinghe
 Efficiel City, MD
- Conthia Monesa Clark
 Concord, MA
- Ryan Matthew Nichols
 Maineville, OH

 Matthew B. Maier Chesapeake, VA

(herainafter "Inventor(x))," have invented certain new and useful improvements in

HUMAN PROTEIN TYROSINE PHOSPILATASE INHIBITORS AND METHODS OF USE

Sor which application serial number 157705.639 was filed on Semember 15, 2017 in the United States Patent and Trademark Office:

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, <u>Asrpio Therapsutics</u>, Inc. a corporation of the State OR Commonwealth of <u>Delaware</u>, having a place of business at <u>9987 Curver Road, Suite 420</u>.

<u>Cincinnatis</u>, <u>OH 45242</u>, (hereinafter "Assignee"), is desirous of acquiring the emire right, title and imerest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protection of inclustrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREPORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee.

- I. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignes the entire right, title and interest (s) in and to said Inventoris.

 (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any till do foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to see for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- 2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the Juliest extent the right, title and interest herein conveyed in the United States. Foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, onthis, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or destrable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, apposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other (egal representatives, and shall be binding upon said inventor(s), their respective herrs, fegal representatives, and assigns.
- 4. Said Inventor(s) hereby warram, represent and covenant that said inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith
- Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREGF, said (aventor(s) have executed and defivered this instrument to said Assignee as of the dates written below:

Date: 92117	GHT SEA	Date:	
Date:	greates Lyte Geogle C	Date	Kande K. D. Amarusinghe
flare	Cynthia Moneso Clark		Ryan Matthew Nichols
	Matthew B. Maier		

ATTACE Complete States

PATENT ASSIGNMENT

Docket Number

45725-705.309

WHEREAS, the undersigned:

Jeffrey Lyle Gray
 Loveland, OH

 Kande K. D. Amarasinghe Ellicott City, MD Cynthia Monesa Clark
Concord, MA

 Ryan Matthew Nichols Maineville, OH

 Matthew B. Maier Chesapeake, VA

(hereinafter "Inventor(s))," have invented certain new and useful improvements in

HUMAN PROTEIN TYROSINE PHOSPHATASE INHIBITORS AND METHODS OF USE

of for which application serial number 15/705.639 was filed on September 15, 2017 in the United States Patent and Trademark Office:

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, Aerpio Therapeutics, Inc., a corporation of the State OR Commonwealth of Delaware, having a place of business at 9987 Carver Road, Suite 420. Cincinnati, OH 45242, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREPORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- I. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (s) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-pan of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (c) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said inventor(s), their respective heirs, legal representatives and assigns.
- Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and conscrued in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date:		Date:		
Date: 19/7//7	Teffrey Lyle Gray Cepail (5 Marses Charles		Kande K. D. Amarasinghe	
Date:	Cynthia Monesa Clark	Date:	Ryan Matthew Nichols	
Date:	Matthew B. Maicr			

PATENT ASSIGNMENT Docket Number 45725-705,309 WHEREAS, the undersigned: 3. Cynthia Monesa Clark 4. Ryan Matthew Nichols Kande K. D. Amarasinghe 1. Jeffrey Lyle Gray Concord, MA Maineville, OH Ellicon City, MD Loveland, OH 5. Matthew B. Maicr Chesapeake, VA (hereinafter "inventor(s))," have invented certain new and useful improvements in HUMAN PROTEIN TYROSINE PHOSPHATASE INHIBITORS AND METHODS OF USE of for which application serial number 15/705.639 was filed on Sentember 15, 2017 in the United States Patent and Trademark Office; (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s). WHEREAS, Acroin Therapeutics, Inc., a corporation of the State OR Commonwealth of Delaware, having a place of business at 9987 Curver Road, Suite 420, Cincinnati, OH 45242, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said inventor(s) (hereinafter collectively referred to as "inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States. foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)"), NOW, THEREFORE in consideration of good and valuable consideration acknowledged by said inventor(s) to have been received in full from said Assignce: Said inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said inventions: (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Potent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every release, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s), Said inventor(a) hereby coverant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, little and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. 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PATENT ASSIGNMENT

Docket Number

45725-705.309

WHEREAS, the undersigned:

Jeffrey Lyle Gray
 Loveland, OH

2. Kande K. D. Amarasinghe Ellicott City, MD Cynthia Monesa Clark
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4. Ryan Metthew Nichols Maineville, OH

5. Matthew B. Maier Chesapeake, VA

(hereinafter "Inventor(s))," have invented certain new and useful improvements in

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IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date:

Date:

Cynthia Monesa Clark

Date:

Matthew B. Maier

	PATENT ASSIGNMENT	Docker Number 45725-705 389
WHEREAS, the undersigned		<u>L</u>
i. Jeffrey Lyle Groy Loveland, OH		'ynthia Monesa Clark 4. Ryan Matthew Nichols 'oncord, MA Moineville, OH
5 Marihew B. Maier Chesapeake, VA		
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Machine Mark 1920 - 2 meaning therein, and in and to all embodiment collectively referred to as "Inventions foreign countries, or under any international Property, The Patent Cooperations of the Patent Cooperation of the Paten	Assigned 1 is desired on acquiring the entire right, this of the inventions, hereinfore conceived, made or distance in and to any and all patents, investor's certifications convention, agreement, protocol, or treaty, marking convention, agreement, protocol, or treaty, marking Tracty or otherwise (hereinafter "Patent(s)").	islaware, baving a place of business at <u>9987 Caron Road, Suite 420),</u> life and interest in und to said Application(s), and the inventions discloses scovered, whether jointly to severally, by said inventoris) (hereinafter lenies and other forms of protection thereon granted in the United States cluding those filed under the Paris Convention for the Protection of
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 The terms and ec 		of early decreases the companyone and actual and actual and
4. Stud inventor(s): r understanding in conflict herewith.	hereby warrant, represent and coverant that said invo	mioris) have not entered and will not enter mio any assignment, contract,
Said Inventor(s) (greement, princeol, ce treaty, be lesue spresoniatives and assigns	hereby request that any Paem(s) issuing in the United ed in the name of the Assignee, or its successors and t	d States, foreign countries, or under any international convention, assigns, for the sole use of said Assignee, its successors, legal
6. This marrument s	ar wariigii ba balkarii ila sar aareesa ila aaraa	he laws of the State of California, without report to conflict of law her provisions shall remain effective and enforceable to the greatest
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ime agreement.	een may to execute in connections, each in which is	deemed on original, but all of which together constitute one and the frument to said Assigner as of the dates written below.

Date | Date | Date | Cynthia Monesa Clark | Date | Matthew B. Mater

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RECEIVED AND AGREED TO BY ASSIGNEE

Cont 10/17/17 Separator Joseph & London

This Joseph H Gardner

Prosident

Service Services