

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4657924

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHN HOWARD HUTCHINSON	03/28/2016
TIMOTHY ANDREW PARR	03/26/2016
KEVIN DUANE BUNKER	03/28/2016
DAVID LONERGAN	03/28/2016
RECEIVING PARTY DATA	
Name:	PHARMAKEA, INC.
Street Address:	12780 EL CAMINO REAL
Internal Address:	SUITE 200
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92130
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15022180
CORRESPONDENCE DATA	
Fax Number:	(858)350-2399
<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:	8583502300
Email:	patentdocket@wsgr.com, aolivos@wsgr.com
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI
Address Line 1:	650 PAGE MILL ROAD
Address Line 4:	PALO ALTO, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	42916-712.831
NAME OF SUBMITTER:	ANGELA OLIVOS-BLACKBURN
SIGNATURE:	/Angela Olivos-Blackburn/
DATE SIGNED:	10/25/2017
Total Attachments: 4	
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PATENT

REEL: 043948 FRAME: 0859

PATENT ASSIGNMENT

Docket Number 42916-712.831

WHEREAS, the undersigned:

- | | | | |
|--|--|--|--|
| 1. John Howard HUTCHINSON
1262 Upas Street
San Diego, CA 92103 | 2. Timothy Andrew PARR
29453 Catano Road
Menifee, CA 92584 | 3. Kevin Duane BUNKER
648 Feeney Place
Escondido, CA 92025 | 4. David LONERGAN
1512 Black Walnut Drive
San Marcos, CA 92078 |
|--|--|--|--|

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

HETEROCYCLIC VINYL AUTOTAXIN INHIBITOR COMPOUNDS

☐ for which a United States patent application is executed on even date herewith;
☒ for which application serial number 15/022,180 was filed on March 15, 2016 in the United States Patent and Trademark Office;

- ☐ for which application serial number ___ was filed on ___ in the U.S. Receiving Office of the Patent Cooperation Treaty;
☐ for which application serial number ___ was filed on ___ in the ___ Patent Office; and/or
☐ for which an application was filed upon which a United States Patent issued on ___, as U.S. Patent No.

(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, PharmAkea, Inc., a corporation of the State of Delaware, having a place of business at 12780 El Camino Real, Suite 200, San Diego, California 92130, (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 Assignee:

1. 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 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).

2. 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); (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, 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.

4. 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 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

PATENT ASSIGNMENT

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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: 3/28/16

John Howard HUTCHINSON

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 SAN DIEGO)

On 3/28/2016

Date

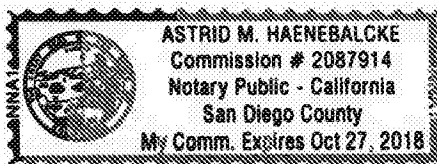
before me, ASTRID M. HAENEALCKE, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared John Howard HUTCHINSON

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.



Place Notary Seal Above

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

Signature of Notary Public

Date: _____

Timothy Andrew PARR

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 _____)

On _____

Date

before me, _____

Here Insert Name and Title of the Officer

personally appeared Timothy Andrew PARR

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 _____

Signature of Notary Public

Place Notary Seal Above

PATENT ASSIGNMENT	Docket Number 42916-712.831
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: _____ <div style="text-align: center;">John Howard HUTCHINSON</div>	
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 _____) On _____ before me, _____ <div style="text-align: right;"><i>Here Insert Name and Title of the Officer</i></div> personally appeared <u>John Howard HUTCHINSON</u> <div style="text-align: center;"><i>Name(s) of Signer(s)</i></div>	
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.	
<div style="text-align: right;"> 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 _____ <div style="text-align: right;"><i>Signature of Notary Public</i></div> </div>	
<div style="text-align: center;"><i>Place Notary Seal Above</i></div>	
Date: <u>3/26/2016</u> _____ <div style="text-align: center;">Timothy Andrew PARR</div>	
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 <u>Riverside</u>) On <u>3-26-2016</u> before me, <u>John Weber Notary Public</u> <div style="text-align: right;"><i>Here Insert Name and Title of the Officer</i></div> personally appeared <u>Timothy Andrew PARR</u> <div style="text-align: center;"><i>Name(s) of Signer(s)</i></div>	
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.	
<div style="text-align: right;"> 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 _____ <div style="text-align: right;"><i>Signature of Notary Public</i></div> </div>	
<div style="text-align: center;"><i>Place Notary Seal Above</i></div>	



PATENT ASSIGNMENT

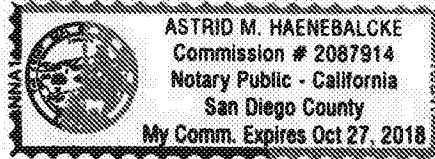
Docket Number 42916-712.831

Date: 3/28/2016 Kevin Duane BUNKER
 Kevin Duane BUNKER

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 SAN DIEGO)
 County of SAN DIEGO)
 On 3/28/2016 before me, ASTRID M. HAENEBALCKE, NOTARY PUBLIC
 Date Here Insert Name and Title of the Officer
 personally appeared Kevin Duane BUNKER
 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 [Signature]
 Signature of Notary Public

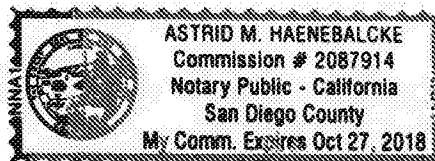
Place Notary Seal Above

Date: 3/23/16 David LONERGAN
 David LONERGAN

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 SAN DIEGO)
 County of SAN DIEGO)
 On 3/23/2016 before me, ASTRID M. HAENEBALCKE, NOTARY PUBLIC
 Date Here Insert Name and Title of the Officer
 personally appeared David LONERGAN
 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 [Signature]
 Signature of Notary Public

Place Notary Seal Above

RECEIVED AND AGREED TO BY ASSIGNEE: PharmAkea, Inc.

Date: 3/28/16 By: [Signature]
 Name: Kevin Duane BUNKER
 Title: President