

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4666932

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CHONGQING FAGEN BIOMEDICAL INC.	10/19/2017
RECEIVING PARTY DATA		
Name:	ZYME BIOTECH INC.	
Street Address:	205-3800 WESTBROOK MALL	
City:	VANCOUVER, BRITISH COLUMBIA	
State/Country:	CANADA	
Postal Code:	V6S 2L9	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13391226
CORRESPONDENCE DATA		
Fax Number:		
<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:	4352521360	
Email:	kcale@mabr.com	
Correspondent Name:	R. BURNS ISRAELSEN	
Address Line 1:	701 FIFTH AVENUE, SUITE 4100	
Address Line 4:	PARK CITY, UTAH 84098	
ATTORNEY DOCKET NUMBER:	H1015.10008US01	
NAME OF SUBMITTER:	R. BURNS ISRAELSEN	
SIGNATURE:	/R. Burns Israelsen, Reg. No. 42685/	
DATE SIGNED:	10/31/2017	
Total Attachments: 3		
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PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 19th day of October, 2017 by and between Chongqing Fagen Biomedical Inc. (the "Assignor"), having its primary place of business at No. 70, 4th Street Keyuan, Jiulongpo, Chongqing 400041, China, and Zyme Biotech Inc. (the "Assignee") having its primary place of business at 205-3800 WESTBROOK MALL, VANCOUVER, BC V6S 2L9, CANADA.

WHEREAS, Licensor is has invented FUSION PROTEIN OF HUMAN FIBROBLAST GROWTH FACTOR-21 AND EXENDIN-4 (the "Patent"), and has been granted PCT Patent for said invention, Patent No. PCT/CN2010/071026 and United States Letters Patent for said invention, Patent No. US 8,809,499 B2, and has been granted EPC Patent for said invention, Patent No. EP 2468858 B1.

WHEREAS, Assignee wishes to acquire all right, title and interest in the Patent, and Assignor wishes to sell its interest in the Patent to Assignee.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patent including all reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patent to Assignee.
2. *Payment.* In consideration of the assignment of the Patent pursuant to this Agreement, and of the promises and covenants contained herein, Assignee shall pay to Assignor a fee in the amount of \$10,000 CAD, payable upon execution of this Agreement.
3. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants
 - i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee,
 - ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and
 - iii) that to the best of Assignor's knowledge, the Patent is valid and enforceable as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of the Patent subsequent to the date of this Agreement.
4. *Patent Status.* Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patent is invalid or unenforceable shall not give rise to a

cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.

5. *Further Actions.* Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.
6. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the Country of CHINA, without regard to conflicts of law principles.
7. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
8. *Severability.* If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
9. *Notice.* Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor:

No. 70, 4th Street Keyuan, Jiulongpo,
Chongqing 400041, China

If to Assignee:

205-3800 Westbrook Mall, Vancouver, BC
V6S 2L9, Canada

10. *Headings.* The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
11. *Entire Agreement.* This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR

Chongqing Fagen Biomedical Inc

Signature



Print Name

Kai Fan

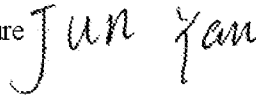
Date

2017. 10. 19

ASSIGNEE

Zyme Biotech Inc

Signature



Print Name

Jun Yan

Date

2017. 10. 19