

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SOLUX	10/17/2017
DMITRY ITKIN	10/17/2017
ALEKSANDR ITKIN	10/17/2017
RECEIVING PARTY DATA	
Name:	SYNBIAS PHARMA LTD
Street Address:	230 STRELKOVOY DIVIZII, 13
City:	DONETSK-92
State/Country:	UKRAINE
Postal Code:	83092
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7485707
Patent Number:	7053191
Patent Number:	7388083
Application Number:	12245755
Patent Number:	8357785
Patent Number:	9035032
Patent Number:	8802830
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	144723.1
NAME OF SUBMITTER:	ASHLEY T. BRZEZINSKI

SIGNATURE:	/Ashley T. Brzezinski/
DATE SIGNED:	11/28/2017
Total Attachments: 6 source=Synbias Solux Assignment#page1.tif source=Synbias Solux Assignment#page2.tif source=Synbias Solux Assignment#page3.tif source=Synbias Solux Assignment#page4.tif source=Synbias Solux Assignment#page5.tif source=Synbias Solux Assignment#page6.tif	

ASSIGNMENT

WHEREAS Solux Corporation, a corporation organized and existing under the laws of California ("**Solux**"), having an address at 4455 Morena Blvd., Suite 214, San Diego, CA 92117, Dmitry Itkin, an individual who is a resident of California ("**D. Itkin**"), and Aleksandr Itkin, an individual who is a resident of California ("**A. Itkin**"), (collectively, the "**Solux Parties**") entered into an agreement (the "**Underlying Agreement**"), effective May 7, 2015 (the "**Effective Date**"), with Synbias Pharma Ltd., a limited liability company organized and existing under the laws of Ukraine ("**Synbias**"), Synbias Pharma AG, a stock corporation organized and existing under the laws of Switzerland ("**Synbias AG**"), having an address at Pestalozzistrasse 2, 8200 Schaffhausen, Switzerland, Oleksander Zabudkin, an individual who is a citizen of Ukraine ("**Zabudkin**"), Onco Generics Ltd., a limited liability company organized and existing under the laws of Ukraine, Crystal Promotion Ltd., a limited liability company organized and existing under the laws of the British Virgin Islands, (collectively, the "**Synbias Parties**") concerning, among other things, the allocation of ownership of the Jointly Owned Patents (as defined below);

WHEREAS, pursuant to the Underlying Agreement, Solux has irrevocably and automatically transferred and assigned a partial undivided right, title and interest equal to 50% of its then current right, title and ownership interest in each of the Jointly Owned Patents (as defined below) to Synbias AG as of the Effective Date, free and clear of all licenses, liens, security interests, charges, encumbrances, equities, reservations or rights, or other adverse claims;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Solux has assigned and transferred as of the Effective Date, and hereby assigns and transfers, unto Synbias AG, a partial undivided right, title and interest equal to 50% of Solux's right, title and ownership interest, as of the Effective Date, in each of the Jointly Owned Patents (as defined below), free and clear of all licenses, liens, security interests, charges, encumbrances, equities, reservations or rights, or other adverse claims, for the United States, its territories and possessions, and all other countries and jurisdictions in the world. Each such assignment and transfer is and shall be irrevocable.

2. Without limiting the foregoing, Solux has assigned and transferred as of the Effective Date, and hereby assigns and transfers, unto Synbias AG, a partial undivided right, title and interest equal to 50% of Solux's right, title and ownership interest, as of the Effective Date, in all European patent applications that are part of the Jointly Owned Patents for all designated Contracting States in Europe and with all rights and obligations connected thereto.

3. Without limiting the foregoing, Solux has assigned and transferred as of the Effective Date, and hereby assigns and transfers, unto Synbias AG, a partial undivided right, title and interest equal to 50% of Solux's right, title and ownership interest as of the Effective Date in all national parts of European patent EP 1 963 348 that are respectively part of the Jointly Owned Patents with all rights and obligations connected thereto.

4. All of the Jointly Owned Patents are automatically owned jointly by Synbias AG and Solux.

5. The term “**Jointly Owned Patent**” shall have the following meaning:

(a) all patents and patent applications worldwide that list or listed A. Itkin as a co-inventor together with at least Zabudkin as a co-inventor, including without limitation the patents and patent applications listed on Exhibit 1 hereto;

(b) any future patents that may issue from any of the patent applications described in part (a) of this Section 5, including without limitation any of the patent applications listed in Exhibit 1 hereto, in any country or jurisdiction in the world; and any future patent(s) issued from a patent application filed, now or in the future, in any country or jurisdiction in the world which corresponds to a patent application described in part (a) of this Section 5, including without limitation any of the patent applications listed in Exhibit 1 hereto, or which specifies or claims any of the inventions described or claimed in any of the patents or patent applications described in part (a) of this Section 5, including without limitation any of the patents or patent applications listed in Exhibit 1 hereto; and all such patent applications filed, as of the Effective Date or after the Effective Date or in the future, in any country or jurisdiction in the world which corresponds to a patent application described in part (a) of this Section 5, including without limitation any of the patent applications listed in Exhibit 1 hereto, or which specifies or claims any of the inventions described or claimed in any of the patents or patent applications described in part (a) of this Section 5, including without limitation any of the patents or patent applications listed in Exhibit 1 hereto;

(c) any reissues, confirmations, renewals, divisions, continuations, continuations-in-part, divisions, reexaminations, foreign counterparts and extensions of or from any of the existing or future patents or patent applications described in part (a) of this Section 5, including without limitation any of the patents or patent applications listed in Exhibit 1 hereto, or part (b) of this Section 5 in any country or jurisdiction in the world;

(d) all inventions described or claimed or to be claimed in any of the patents or patent applications described in part (a) of this Section 5, including without limitation any of the patents or patent applications listed in Exhibit 1 hereto, or in parts (b) or (c) of this Section 5 in any country or jurisdiction in the world, and all improvements and modifications of any of these inventions;

(e) all of the rights to claim for any of the patents or patent applications described in part (a) of this Section 5, including without limitation any of the patents or patent applications listed in Exhibit 1 hereto, or parts (b) or (c) of this Section 5 the benefits and priority rights under the Patent Cooperation Treaty, the Paris Convention and any other international agreement to which the United States or any other Applicable Jurisdiction adheres. “**Applicable Jurisdiction**” means the United States of America, Russia, China, India, and Europe, including the European Union and all of the Member States of the European Union and Switzerland.

6. Solux hereby represents and warrants that (i) Solux has not transferred any right, title and interest in and any of the Jointly Owned Patents, or any portion of any of them, to any other person or entity, (ii) Solux has not granted any license to practice any of the Jointly Owned Patents, or any portion of any of them, to any other person or entity, whether limited by geography or field of use, including without limitation an exclusive or non-exclusive license to

make, have made, sell, offer to sell or import any products or services, and (iii) Solux has not executed any document or instrument in conflict herewith or the Underlying Agreement.

7. Solux hereby authorizes and requests the applicable patent office and authority to issue the patents that are part of or that may arise from the Jointly Owned Patents to Synbias AG as assignee of a partial undivided right, title and interest equal to 50% of Solux's right, title and ownership interest in the Jointly Owned Patents. Solux hereby authorizes Synbias AG to file patent applications and pursue patents in any or all countries on the inventions that are part of the Jointly Owned Patents.

This assignment shall inure to the benefit of Synbias AG and its successors and assigns and shall be binding on Solux and its successors and assigns and on the other Solux Parties.

SOLUX CORPORATION

Signature: _____

Date: _____

Name, Title: Dmitry Itkin, Chief Executive Officer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On OCT. 17. 2017 before me, SARA GONZALEZ CASTRO (NOTARY PUBLIC)
(insert name and title of the officer)

personally appeared DMITRY ITKIN

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 _____

(Seal)



Exhibit 1

To the Assignment

by Solux Corporation for the Benefit of Synbias Pharma AG

EXHIBIT 1

List of "Jointly Owned Patents"

- (1) U.S. Patent No. 7,485,707 ("707 patent") - "Thermally Stable Crystalline Epirubicin Hydrochloride and Method of Making The Same"
- (2) European Patent Application No. 04 777 189.4 (Int'l Patent Application PCT/US2004/020679 (published as WO 2005/004805)) / EP Publication No. 1 638 509
 - a. Austria - EP 04777189.4 / EP 1 638 509 / E520702
 - b. Germany - EP 04777189.4 / EP 1 638 509 / DE 602004034013.8
 - c. France - EP 04777189.4 / EP 1 638 509
 - d. United Kingdom - EP 04777189.4 / EP 1638509
 - e. Romania - EP 04777189.4 / EP 1 638 509 / RO/EP 1638509
- (3) China Patent ZL200480019127.2 (CN100412084)
- (4) India Patent 236539 (Application 87/MUMNP/2006)
- (5) Russian Federation Patent Registration No. 2341530 (Russian Application Number: 2006 101 764)

- (6) U.S. Patent No. 7,053,191 ("191 patent") - "Method of Preparing 4-R-Substituted 4-Demethoxydaunorubicin"
- (7) European Patent Application No. 04 801 954.1 (Int'l App. PCT/US2004/016739 (published as WO 2005/021565)) / EP Publication No. 1 625 136
 - a. Austria - EP 04801954.1 / EP 1625136 / E776679
 - b. Germany - EP 04801954.1 / EP 1625136 / DE 602004048691.4
 - c. France - EP 04801954.1 / EP 1625136
 - d. United Kingdom - EP 04801954.1 / EP 1625136
 - e. Romania - EP 04801954.1 / EP 1625136 / RO/EP 1625136

- (8) China Patent ZL200480013747.5 (CN100379749C)
- (9) India Patent 224413 (India Appl. 01374/MUMNP/2005)
- (10) Russian Federation Patent Registration No. 2336277 (Russian Application Number: RU 2005 135 262)

- (11) U.S. Patent No. 7,388,083 ("083 patent") - "Epimerization of 4'-C Bond and Modification of 14-CH₃-(CO)-Fragment in Anthracyclin Antibiotics"
- (12) European Patent Application No. 06 748 302.4 (Int'l App PCT/US2006/07987 (published as WO 2006/096665 A1)) / EP Publication No. 2 187 891
 - a. Austria - EP 06748302.4 / EP 2187891 / E627642
 - b. Germany - EP 06748302.4 / EP 2187891 / DE 602006037978.1
 - c. France - EP 06748302.4 / EP 2187891
 - d. United Kingdom - EP 06748302.4 / EP 2187891

- e. Romania - EP 06748302.4 / EP 2187891 / RO/EP 2187891
- (13) U.S. Patent Application 12/245,755 - "Thermally stable crystalline epirubicin hydrochloride"
- (14) U.S. Patent No. 8,357,785 - "Method of alkylation and aralkylation of 4'-hydroxyl group of anthracyclins." (U.S. Application No. 12/126,733) (Pub. #US-2009-0176974-A1) (U.S. Provisional 61/019,770)
- (15) European Patent Application No. 08 869 544.0 (Int'l App PCT/US2008/086088 (published as WO 2009/088618)) / EP Publication No. 2 229 055
 - a. Austria - EP 08869544.0 / EP 2229055 / E862836
 - b. Germany - EP 08869544.0 / EP 2229055 / DE 602008048510.2
 - c. France - EP 08869544.0 / EP 2229055
 - d. United Kingdom - EP 08869544.0 / EP 2229055
 - e. Romania - EP 08869544.0 / EP 2229055 / RO/EP 2229055
- (16) China Patent ZL200880124211.9 (CN 101909439 A)
- (17) Russian Federation Patent Registration No. 2563453 (Russian Patent Application No.: RU 2010 127 825)
- (18) U.S. Patent No. 9,035,032 issued from U.S. Patent Application No. 11/610,033 - "Method of preparing 4- demethyldaunorubicin" (Published as US 2007/0135624 A1) (U.S. Provisional App. US 60/749,464)
- (19) European Patent Application No. 06 848 583.8 (Int'l App. PCT/US06/61978 (published as WO 2007/070820)) / EP Publication No. 1 976 858
 - a. Austria - EP 06848583.8 / EP 1976858 / E660062
 - b. Germany - EP 06848583.8 / EP 1976858 / DE 602006040956.7
 - c. France - EP 06848583.8 / EP 1976858
 - d. United Kingdom - EP 06848583.8 / EP 1976858
 - e. Romania - EP 06848583.8 / EP 1976858 / RO/EP 1976858
- (20) China Patent ZL200680046948.4 (CN101331147)
- (21) India Patent 271395 (India Application 2394/KOLNP/2008)
- (22) Russian Federation Patent Registration No. 2450013 (Russian Patent Application No.: RU 2008 123 324)
- (23) U.S. Patent No. 8,802,830 ("Synthesis of epirubicin from 13-dihydrodaunorubicine") (U.S. Patent Application No. US 11/612,322) (WO 2007/0142309) (U.S. Provisional 60/751,765)
- (24) European Patent Application No. 06 846 676.2 (Int'l App. PCT/US06/62286 (published as WO 2007/076345)) / EP Publication No. 1 963 348
 - a. Austria - EP 06846676.2 / EP 1963348 / E499377
 - b. Germany - EP 06846676.2 / EP 1963348 / DE 602006020336.5
 - c. France - EP 06846676.2 / EP 1963348
 - d. United Kingdom - EP 06846676.2 / EP 1963348
- (25) China Patent ZL200680047939.7 (CN 101341166) (Patent No. ZL101341166B)
- (26) India Patent 267315 (India Application 2398/KOLNP/2008)

(27) Russian Federation Patent Registration No. 2440363 (Russian Patent Application No.: RU 2008 124 183)