504723676 01/10/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4770399

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
BINGIDIMI ITUTE MOBELE	12/22/2017

RECEIVING PARTY DATA

Name:	VELICEPT THERAPEUTICS, INC.	
Street Address:	101 LINDEENWOOD DRIVE	
Internal Address:	SUITE 400	
City:	MALVERN	
State/Country:	PENNSYLVANIA	
Postal Code:	19355	

PROPERTY NUMBERS Total: 2

Property Type	Number	
Application Number:	15332956	
PCT Number:	US2016058516	

CORRESPONDENCE DATA

Fax Number: (412)281-0717

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.

412-454-5000 Phone:

Email: docketingpgh@pepperlaw.com PEPPER HAMILTON LLP **Correspondent Name:**

Address Line 1: **SUITE 5000**

Address Line 2: **500 GRANT STREET**

Address Line 4: PITTSBURGH, PENNSYLVANIA 15219-2507

ATTORNEY DOCKET NUMBER:	143476.01101
NAME OF SUBMITTER:	N. NICOLE STAKLEFF, REG. NO. 50229
SIGNATURE:	/N. Nicole Stakleff/
DATE SIGNED:	01/10/2018

Total Attachments: 7

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PATENT REEL: 044589 FRAME: 0418 504723676

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PATENT REEL: 044589 FRAME: 0419

PATENT ASSIGNMENT

This Patent Assignment (hereinafter referred to as "Assignment") is by and between BINGIDIMI ITUTE MOBELE (hereinafter "Inventor"), RONDAXE PHARMA, LLC, having its principal place of business at 6443 Ridings Rd, Syracuse, NY 13206 (hereinafter referred to as "Rondaxe") and VELICEPT THERAPEUTICS, INC., having an address at 101 Lindenwood Drive, Suite 400, Malvern, PA 19355 (hereinafter referred to as "Assignee").

WHEREAS, Inventor was identified as an inventor of a certain new and useful invention as set forth and disclosed in the applications listed in <u>Schedule A</u> attached hereto (hereinafter referred to as the "Invention");

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said Invention and in and to any and all Letters Patent of the United States and foreign countries that may be obtained therefor;

WHEREAS, Inventor conveyed to his employer, Rondaxe, all of Inventor's right, title and interest in the Invention pursuant to Inventor's obligations under an employment agreement between Inventor and Rondaxe;

WHEREAS, Rondaxe and Assignee have entered into a certain Consulting Services Agreement dated August 10, 2016 (hereinafter referred to as the "Consulting Services Agreement") pursuant to which Rondaxe conveyed to Assignee all of Rondaxe's right, title and interest in and to the Invention; and

WHEREAS, the parties desire to effectuate and confirm such assignment of the Invention pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, the parties represent covenant and agree as follows:

1. Assignment.

Inventor does hereby confirm Inventor's previous assignment, pursuant to his employment by Rondaxe, and does hereby sell, assign, transfer and set over unto Rondaxe, its legal representatives, successors, and assigns, Inventor's entire right, title and interest in and to said Invention as set forth in the scheduled application(s), including any applications which claim priority to the scheduled application(s), any application(s) to which the scheduled application(s) claim priority, and any continuations, continuations-in-part, divisions, registrations, reissues, re-examinations or extensions thereof, whether in the U.S. or any foreign country, and in and to any and all patents of the United States and foreign countries which may be issued for said Invention; AND for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Inventor does hereby sell, assign, transfer and set over unto Rondaxe, its legal representatives, successors, and assigns all rights to claim priority rights deriving from the Invention and scheduled application(s); all causes of action and remedies related to the Invention and

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scheduled application(s) (including, without limitation, the right to sue for past, present, or future infringement, misappropriate or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and any and all other rights and interests arising out of, in connection with, or in relation to the Invention and scheduled application(s).

Pursuant to the Consulting Services Agreement, Rondaxe hereby sells, assigns, transfers and sets over unto Assignee, its legal representatives, successors, and assigns, Rondaxe's entire right, title and interest in and to said Invention as set forth in the scheduled application(s), including any applications which claim priority to the scheduled application(s), any application(s) to which the scheduled application(s) claim priority, and any continuations, continuations-in-part, divisions, registrations, reissues, re-examinations or extensions thereof, whether in the U.S. or any foreign country, and in and to any and all patents of the United States and foreign countries which may be issued for said Invention; AND for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Rondaxe does hereby sell, assign, transfer and set over unto Assignce, its legal representatives, successors, and assigns all rights to claim priority rights deriving from the Invention and scheduled application(s); all causes of action and remedies related to the Invention and scheduled application(s) (including, without limitation, the right to sue for past, present, or future infringement, misappropriate or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and any and all other rights and interests arising out of, in connection with, or in relation to the Invention and scheduled application(s).

- 2. Acceptance by Assignee. Assignee hereby accepts the rights and properties hereby assigned and transferred to it herein.
- 3. Cooperation. Inventor and Rondaxe shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Assignment, and will, at any time upon request by Assignee, without further or additional consideration, but at the expense of said Assignee, execute, acknowledge and deliver such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for or obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said Invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, by giving testimony in any and all proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits.
- 4. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns.
- 5. Modification. The undersigned hereby grant(s) the firm of PEPPER HAMILTON LLP the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in

order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

6. Patents Issued to Assignee. The undersigned requests that any patent(s) that may be issued for said Invention be issued to said Assignee, its legal representatives, successors or assigns, as an owner of the entire right, title, and interest in and to said patent(s) and the Invention covered thereby.

By:

Name: Bingidimi Itute Mobele

SS:)

_, 2017, before me, a Notary Public, the undersigned officer, personally appeared Bingidimi Itute Mobele, to me known (or satisfactorily proven) to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

HANNAH INGOLDSBY NOTARY PUBLIC STATE OF NEW YORK ALBANY COUNTY LIC. #011N6362178 COMM, EXP. 07/24/2021

My commission expires

RONDAXE PHARMA, LLC

Date: Decense 21, 2017

By: Electric Shulter

Name: Kenton Shulter

Title: Hanging Hender

<u>ACKNOWLEDGMENT</u>

STATE OF	New York)
COUNTY OF_	Sarabaa	88:)

On this 21st day of Secondary, 2017, before me, a Notary Public, the undersigned officer, personally appeared Vactor Shalls, to me known (or satisfactorily proven) to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

My commission expires Of

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PATENT

Attorney Docket No.: 143476.01101

VELICEPT THERAPEUTICS, INC.

Date: 12-6-17 , 2017

By: Name: Tellowell.
Title: LCU

ACKNOWLEDGMENT

STATE OF <u>Pennsy hania</u>) ss COUNTY OF <u>Chestee</u>)

On this day of day of , 2017, before me, a Notary Public, the undersigned officer, personally appeared day of satisfactorily proven) to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

SEAL

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL JOANN DELUCCA Notary Public EAST WHITELAND TWP, CHESTER COUNTY My Commission Expires Aug 13, 2018 Notary Public

My commission expires _______

713-18

SCHEDULE A

Country	Patent Application No.	Filing Date	Title	Inventor
U.S.	62/245,656	October 23, 2015	SOLABEGRON ZWITTERION AND USES THEREOF	Raymond E. Stevens
U.S.	62/245,670	October 23, 2015	SOLABEGRON ZWITTERION AND USES THEREOF	Raymond E. Stevens
U.S.	62/345,574	June 3, 2016	PROCESSES FOR MAKING SOLABEGRON	Eliot Ohlstein Raymond E. Stevens H. Jeffrey Wilkins
U.S.	62/345,357	June 3, 2016	SOLABEGRON ZWITTERION AND USES THEREOF	Raymond E, Stevens
U.S.	62/345,327	June 3, 2016	SOLABEGRON ZWITTERION AND USES THEREOF	Raymond E. Stevens
U.S.	15/332,956	October 24, 2016	SOLABEGRON ZWITTERION AND USES THEREOF	Raymond E. Stevens Dalian Zhao Bingidimi Itute Mobele
WO	PCT/US2016/058516	October 24, 2016	SOLABEGRON ZWITTERION AND USES THEREOF	Raymond E. Stevens Dalian Zhao Bingidimi Itute Mobele