

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BARRY FORMAN	10/21/1997
DONNA YU	10/05/2016
RECEIVING PARTY DATA	
Name:	CITY OF HOPE
Street Address:	1500 E. DUARTE ROAD
City:	DUARTE
State/Country:	CALIFORNIA
Postal Code:	91010
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15214282
CORRESPONDENCE DATA	
Fax Number:	(858)314-1501
<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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NAME OF SUBMITTER:	IRINA E. BRITVA
SIGNATURE:	/Irina E. Britva/
DATE SIGNED:	03/13/2018
Total Attachments: 8	
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May 1, 1987 RESTATEMENT OF CITY OF HOPE
POLICY REGARDING INTELLECTUAL PROPERTY

INTRODUCTION

The present "Policy of Relationship Between City of Hope, Its Professional Staff and Commercial Organizations Which Support Research" was adopted at the November 29, 1982 Executive Council meeting. This "Policy" was concurrently implemented by two similar Employee Agreements "Concerning Intellectual Property," one captioned for the "Beckman Research Institute" and the other for "The City of Hope Medical Center."

Subsequent to 1982, the status and value of intellectual property, including United States patents, have been greatly enhanced. This circumstance warrants a restatement of City of Hope intellectual property policy implemented by a newly formulated intellectual property agreement.

The restated Policy and the new employee agreement preserve the City of Hope's long established tradition of investigator independence, but modify procedures to facilitate the financial return which the institution and its staff may now reasonably expect to receive.

PREAMBLE

The major goals of the City of Hope National Medical Center and Beckman Research Institute are the caring for patients with serious diseases, development of new methods of diagnosis and treatment through clinical and laboratory based research, and examination of fundamental biological processes. To these ends, the City of Hope has an established tradition of contributing to the financial support of clinical and basic research as well as patient care.

City of Hope maintains a commitment to its research staff that all clinical and basic investigations shall be conducted within an environment of academic freedom common to a university setting. In this regard, it is understood that innovative research findings often give rise to patentable inventions as fortuitous by-products, even though the research was conducted for the primary purpose of gaining new knowledge. It is also recognized that the transfer of new ideas and technology for commercial development is often the most practical route to their dissemination and use.

The City of Hope desires to maintain these commitments to research in a manner fair to all involved parties. The purpose of this policy is to encourage the practical application of new knowledge while maintaining an environment of investigator independence.

CITY OF HOPE
RESTATEMENT OF POLICY
REGARDING INTELLECTUAL PROPERTY

1. "Intellectual property" means all potentially patentable or commercially valuable information and all tangible articles in which COH has or may obtain a proprietary right.
2. Professional staff members are associated on a full-time basis with the City of Hope. Funding for research from any source is encouraged if consistent with the goals of both the staff member and the City of Hope and if arranged in a manner which fairly balances investigator independence with sound intellectual property management.

D. Upon termination of my activities at COH, I agree to and I shall leave with COH, in such manner and at such place as is convenient to COH, all original tangible intellectual property subject to paragraph A of this Section II.

E. After termination of employment at COH, I shall, on reasonable notice, be afforded access for non-commercial purposes to intellectual property left with COH pursuant to paragraph D of this Section II; provided, however, that such access shall be afforded only at a COH facility during normal COH business hours.

III. RETENTION OF INTELLECTUAL PROPERTY IN CONFIDENCE

I agree to retain in confidence all intellectual property subject to the provisions of paragraph A of Section II of this Agreement but only for so long as and to the extent that information disclosing such intellectual property is not (i) published pursuant to Section IV.A. hereof, (ii) otherwise available to the public, or (iii) learned by me from a source not bound by an obligation of confidentiality to COH.

IV. PUBLICATION OF INTELLECTUAL PROPERTY INFORMATION

A. Subject to the provisions of paragraph B of this Section IV, I shall have the right and opportunity to disclose orally or in writing, information, including the results of any research pertaining to any intellectual property, subject to paragraph A of Section II of this Agreement.

B. I agree to cooperate with COH in connection with the oral or written publication of information concerning intellectual property pursuant to paragraph A of this Section IV to the extent and in such a way as may be appropriate to avoid any compromise or forfeiture of United States or foreign patent rights.

V. PROCUREMENT OF PROPRIETARY RIGHTS BY EMPLOYEE

A. Within forty-five (45) days after receipt from me of a written disclosure of a particular item of intellectual property, the Director of the Office of Technology Transfer shall notify me, in writing, whether or under what conditions COH waives its proprietary right therein.

B. Upon receipt of a notice of waiver pursuant to paragraph A of this Section V, I shall have the right, at my sole expense, to file and prosecute such applications for patents or other forms of statutory intellectual property rights as I may deem appropriate.

C.1. If I shall thereafter obtain the grant of a patent or some other form of statutory property right from an application filed pursuant to paragraph B of this Section V, I shall retain all rights thereto subject to a free right to COH to use the intellectual property for its own purposes including research conducted by COH for third parties.

C.2. If COH uses the intellectual property in the conduct of research for a third party it shall have the right to license such third party to use the intellectual property only to the extent necessary to utilize the product of such research.

D. If COH shall grant any third-party sublicense pursuant to paragraph C.2. of this Section V, I shall be reimbursed by COH for the reasonable costs of filing, prosecuting and maintaining each grant subject to such sublicense.

(a) one-third as personal income to the staff member(s) who created the intellectual property. If a plurality of staff members are involved and a United States patent application is filed, each staff member named as an inventor on such application shall share equally in such monies unless all inventors have previously agreed in writing to a differing distribution. If no United States patent application is filed, the involved staff members shall, if possible, agree in writing among themselves upon the distribution to be made. If agreement is not possible, the matter shall be referred to the Director of the Office of Technology Transfer.

(b) one-third to support the programs of the involved staff member(s) at the City of Hope to be divided, if appropriate, on the same basis as set forth in subparagraph (a), provided, however, that if the consideration is in the form of stock, title shall remain in the City of Hope and the programs of the involved staff member(s) shall be credited with the dollar value of a one-third share thereof at the time the stock distribution is made; and

(c) one-third to the City of Hope for such distribution, if any, to the Beckman Research Institute, the Medical Center or otherwise as the President of the City of Hope may deem appropriate.

7. The identification of inventor(s) to be named on a United States patent application shall be determined by application of the principles set forth in the applicable statutes and appropriate legal decisions. The determination, which shall be final, shall be made by the Director of the Office of Technology Transfer in consultation with intellectual property counsel who shall confer, as needed, with potential inventors.

8. Staff members may consult for third parties but only on behalf of the City of Hope and not in their individual capacity. All fees for consulting services whether in money or in stock shall be paid only to and shall be the sole property of the City of Hope for disposition pursuant to the written COH policy in effect at the time such fees are received. Consulting agreements shall be in writing and shall define with specificity the field with respect to which the obligation to consult is limited and shall be executed by the staff member and by the Director of the Office of Technology Transfer only after the question of conflict of interest has been reviewed and the absence of such conflict has been determined.

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FORMS2\IPPOLICY

AGREEMENT CONCERNING INTELLECTUAL PROPERTY

This agreement is between myself and the City of Hope (COH), a not-for-profit corporation of the State of California, having a principal place of business at 1500 East Duarte Road, Duarte, California 91010.

WITNESSETH:

WHEREAS, I am now an employee of COH or a physician employee of the City of Hope Medical Group, Incorporated; and

WHEREAS, by reason of my activities at COH, I may become informed concerning or may create or participate in the creation of intellectual property; and

WHEREAS, I have read and understand the attached "May 1, 1987 Restatement of COH Policy Regarding Intellectual Property;" and

WHEREAS, COH and I desire to set forth certain terms and conditions applicable to my activities.

NOW, THEREFORE, COH and I agree as follows:

I. DEFINITIONS

The following definitions shall apply to the expressions "City of Hope," "COH" and "intellectual property" as used in this Agreement.

A. "City of Hope" and "COH" are generic expressions which include the "Beckman Research Institute of the City of Hope," the "City of Hope Medical Center," and all other entities which constitute a part of or which are affiliated with the not-for-profit corporation of the State of California having a principal place of business at 1500 East Duarte Road, Duarte, California 91010.

B. "Intellectual property" means all potentially patentable or commercially valuable information and all tangible articles in which COH has or may obtain a proprietary right.

II. DISCLOSURE AND ASSIGNMENT OF INTELLECTUAL PROPERTY TO COH

A. I agree that all intellectual property created or otherwise obtained by me, and which results from the discharge of my activities at or obligations to COH or with or from the use of COH facilities or equipment, or which relates to the business of or to any research conducted by any COH entity, is and shall be exclusively the property of COH.

B. I agree timely to disclose to COH all information considered necessary or desirable by the Director of the Office of Technology Transfer to procure, protect and maintain COH's rights, including United States and foreign patent rights, in and to intellectual property subject to paragraph A of this Section II.

C. I agree to execute all documents necessary to assign to COH my entire right, title and interest in any and all intellectual property which is or may become subject to paragraph A of this Section II.

3. An agreement to assign intellectual property to the City of Hope shall be mandatory for all employees, and for all persons, including graduate students and visiting scientists, not employed by the City of Hope but who use City of Hope facilities, subject to exception in writing in advance executed by the Director of the Office of Technology Transfer.

4. All matters relating to any intellectual property with which the City of Hope is in any way concerned shall be administered by the Director of the Office of Technology Transfer.

5.1. The Director of the Office of Technology Transfer shall have the following responsibilities, among others, with respect to intellectual property:

(a) to evaluate, where appropriate in consultation with others, intellectual property for scientific merit, practical application and the availability of rights under the domestic and foreign patent, copyright, trademark, trade secret and similar laws;

(b) to authorize domestic and foreign applications for rights granted pursuant to such laws;

(c) to cooperate with intellectual property counsel retained by the City of Hope;

(d) to negotiate, where appropriate, in conjunction with other informed staff members and with the advice of counsel, all agreements between the City of Hope and any third party which pertain to intellectual property and to execute such agreements on behalf of the City of Hope; and

(e) to establish and maintain, with the exception of financial records, a single repository for all applications and related documents, whether to federal agencies, foundations, private corporations or other entities and for all United States and foreign patent applications for statutory intellectual property rights.

5.2. The Intellectual Property Committee shall

(a) consist of the Director of the Office of Technology Transfer, who shall serve as Chairperson, and six additional members appointed by the President of the City of Hope from nominations made by the Beckman Research Institute and the Medical Center.

(b) serve in an advisory role on all matters relating to intellectual property, including the resolution of conflicts between COH and any investigator.

(c) be administratively responsible to the President through the Director of the Office of Technology Transfer.

6.1. The City of Hope may receive consideration for the transfer of intellectual property to any third party, whether such transfer be accomplished by sale, license agreement, consulting agreement or otherwise, in the form of money or as stock in a corporation engaged or to be engaged in the commercialization of such property.

6.2 With the exception of consulting fee income, money or stock received by the City of Hope for the transfer of intellectual property to a third party shall be distributed as follows:

VI. THIRD-PARTY CONTRACTS

I understand and agree that contracts with third parties pertaining to intellectual property, including commercial organizations funding research, shall be between such organization and COH and that negotiations for such contracts shall not proceed without the knowledge of the involved investigator and the Director of the Office of Technology Transfer who shall approve and execute all such contracts on behalf of COH.

VII. EMPLOYEE ACCEPTANCE OF RESTATED POLICY

I have read, understood and accept the attached "May 1, 1987 Restatement of City of Hope Policy Regarding Intellectual Property," which Policy is made part of this Agreement.

VIII. STATE OF CALIFORNIA LABOR CODE SECTION 2870

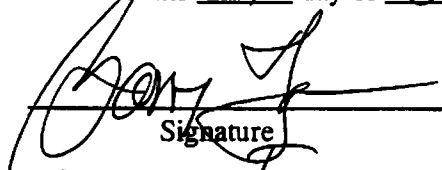
This Agreement does not apply to an invention which qualifies fully under the provisions of Labor Code section 2870 of the State of California which provides that: Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time and (a) which does not relate (1) to the business of the employer, or (2) the employer's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of the State of California and is to that extent void and unenforceable.

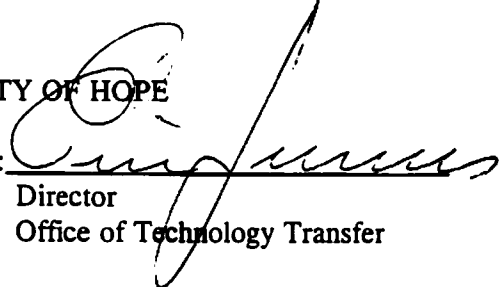
In any suit or action arising under this law the burden of proof shall be on the individual claiming the benefits of its provision.

IX. ENTIRE AGREEMENT

This Agreement shall replace any agreements concerning intellectual property previously made by COH and me.

Effective this 21 day of October, 1997.


Signature
Barry Forma
Print Name

CITY OF HOPE
By: 
Director
Office of Technology Transfer

072092

ASSIGNMENT
(Patent Application)

We, the undersigned, have invented certain inventions and improvements disclosed in a utility (provisional or non-provisional) or design patent application entitled

“FARNESOID X RECEPTOR ANTAGONISTS,”

filed with the U.S. Patent & Trademark Office on July 19, 2016.

and assigned serial no. 15/214,282.

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which we acknowledge, we:

1. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to City of Hope, having a principal place of business at 1500 E. Duarte Road, Duarte, CA 91010 (“Assignee”), the entire right, title, and interest in and to:
 - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
 - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
 - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

ASSIGNMENT

U.S. Serial No. 15/214,282

Attorney Docket No.: 48440-539C01US

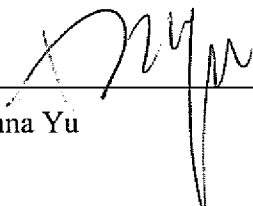
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- (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
 5. Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

Signed on the dates indicated beside our signatures.

Signature: _____
Barry Forman

Date: _____

Signature:  _____
Donna Yu

Date: 10/5/2016