

<b>PATENT ASSIGNMENT COVER SHEET</b>
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 Stylesheet Version v1.2

EPAS ID: PAT5035635

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KEVIN MICHAEL KRAUSE	05/30/2018
DANIEL JOHN CLOUTIER	05/30/2018
ALLISON SEIKO KOMIRENKO	05/30/2018
IAN FRIEDLAND	06/21/2018
RYAN CIRZ	05/30/2018
ADRIAN JUBB	05/30/2018
LOGAN ANDREWS	05/30/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ACHAOGEN, INC.
<b>Street Address:</b>	1 TOWER PLACE
<b>Internal Address:</b>	SUITE 300
<b>City:</b>	SOUTH SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94080
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15649585
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(858)720-5125
<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>	
<b>Phone:</b>	(858) 314-7521
<b>Email:</b>	haerinkim@mofo.com
<b>Correspondent Name:</b>	KAREN G. POTTER
<b>Address Line 1:</b>	MORRISON & FOERSTER LLP
<b>Address Line 2:</b>	12531 HIGH BLUFF DRIVE, SUITE 100
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92130
<b>ATTORNEY DOCKET NUMBER:</b>	757832000300
<b>NAME OF SUBMITTER:</b>	KAREN G. POTTER
<b>SIGNATURE:</b>	/Karen Potter/

PATENT

<b>DATE SIGNED:</b>	07/03/2018
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**Total Attachments: 5**

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## ASSIGNMENT

This assignment is by:

- 1 Kevin Michael Krause  
c/o Achaogen, Inc.  
1 Tower Place, Suite 300  
South San Francisco, California 94080  
United States of America
- 2 Daniel John Cloutier  
c/o Achaogen, Inc.  
1 Tower Place, Suite 300  
South San Francisco, California 94080  
United States of America
- 3 Allison Seiko Komirenko  
c/o Achaogen, Inc.  
1 Tower Place, Suite 300  
South San Francisco, California 94080  
United States of America
- 4 Ian Friedland  
c/o Achaogen, Inc.  
1 Tower Place, Suite 300  
South San Francisco, California 94080  
United States of America
- 5 Ryan Cirz  
c/o Achaogen, Inc.  
1 Tower Place, Suite 300  
South San Francisco, California 94080  
United States of America
- 6 Adrian Jubb  
c/o Achaogen, Inc.  
1 Tower Place, Suite 300  
South San Francisco, California 94080  
United States of America
- 7 Logan Andrews  
c/o Achaogen, Inc.  
1 Tower Place, Suite 300  
South San Francisco, California 94080  
United States of America

(each referred to in this Assignment as "Assignor"), whose residence or mailing address information is listed above.

This Assignment is to:

Assignee: ACHAOGEN, INC.  
Address: 1 Tower Place, Suite 300  
South San Francisco, California 94080  
United States of America  
A juristic entity duly organized under and pursuant to the laws of: DE

(referred to in this Assignment as "Assignee"), which desires to acquire the entire right, title and interest in, to and under the patent application identified below and the inventions covered thereby.

Assignor invented certain new and useful inventions in:

COMBINATION PRODUCTS FOR THE TREATMENT OF BACTERIAL INFECTIONS AND  
METHODS OF PRODUCING OR DOSING OF SAME

which are set forth in:

Serial No.: 15/649,585

Filing Date: July 13, 2017

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement,

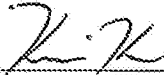
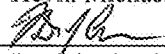
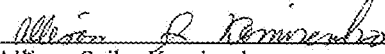
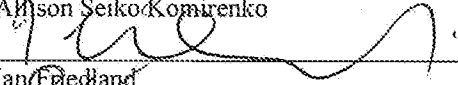
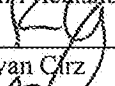
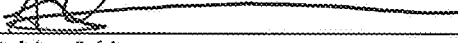
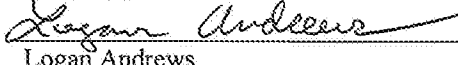
1. Assignor hereby sells, assigns, transfers and sets over, to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to the above-mentioned inventions, application for letters patent, any and all non-provisionals, divisions, continuations, and continuations-in-part claiming priority thereto or the benefit thereof, substitutions of said applications, and any and all letters patent or patents in the United States of America and all foreign countries or jurisdictions which may be granted therefor and thereon, including, without limitation, any modifications to such letters patent or patents such as through reissue, re-examination or other post-grant proceeding, and any and all extensions of said letters patent or patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee (including any right to institute actions and to recover damages for past, present and future infringement), for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.
2. Assignor represents, warrants and covenants (a) that, at the time of execution and delivery of this agreement, Assignor is the sole and lawful owner of Assignor's entire right, title and interest in and to said inventions and said application for letters patent, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth in this agreement, or (b) that Assignor solely and lawfully owned Assignor's entire right, title and interest in and to said inventions and said application for letters patent, and that the same were unencumbered and that Assignor previously sold, assigned, transferred and set over, to Assignee, its successors, legal representatives and assigns, or to a predecessor in interest of Assignee, Assignor's entire right, title and interest in and to said inventions and said applications for letters patent.
3. Assignor shall promptly sign and execute all papers and documents, take all lawful oaths, and do all acts necessary, required or useful for the procurement, maintenance, enforcement, defense or otherwise to secure title thereto to the Assignee, at the sole cost and expense of Assignee, its successors, legal representatives and assigns, in each case including, without limitation, arising from or relating to (a) said inventions, or said application for letters patent; (b) any non-provisional, division, continuation, or continuation-in-part claiming priority thereto or the benefit thereof, or any substitution of any such application, or (c) any letters patent or patents for said inventions in any country or jurisdiction, including, without limitation, any modifications to such letters patent or patents such as through reissue, re-examination, or other post-grant proceeding. For purposes of this paragraph, "procurement, maintenance, enforcement, defense" shall include, without limitation, any preparation, prosecution, pre-grant proceeding, and post-grant proceeding, whether before a patent office or other administrative body or judicial body with jurisdiction therefor.
4. Assignor hereby authorizes and requests the Commissioner of Patents in the United States to issue the above mentioned letters patent of the United States to Assignee as the assignee of said inventions and the letters patent to be issued thereon for the sole use of Assignee, its successors, legal representatives and assigns.
5. Assignor hereby grants attorneys, all of Morrison & Foerster LLP, the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent

and Trademark office or any foreign patent issuing authority for recordation of this document, including the power to insert on this assignment the application number and filing date of said application when known.

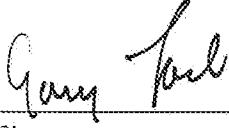
6. This assignment may be executed in one or more counterparts, with the same effect as if each signature were on the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one agreement.

In witness whereby, executed by the undersigned on the date(s) opposite the undersigned name(s).

ASSIGNOR(s):

Date: <u>30 MAY 2018</u>	Signature: <u></u>	_____
		Kevin Michael Krause
Date: <u>30 MAY 2018</u>	Signature: <u></u>	_____
		Daniel John Cloutier
Date: <u>30 May 2018</u>	Signature: <u></u>	_____
		Allison Seiko Komirenko
Date: <u>21 June 2018</u>	Signature: <u></u>	_____
		Ian Friedland
Date: <u>30 May 2018</u>	Signature: <u></u>	_____
		Ryan Cirz
Date: <u>5/30/2018</u>	Signature: <u></u>	_____
		Adrian Jubb
Date: <u>5/30/2018</u>	Signature: <u></u>	_____
		Logan Andrews

ASSIGNEE:

Date: <u>6/21/2018</u>	Signature: <u></u>	_____
		Name:
		Title:
		Company: ACHAAGEN, INC.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

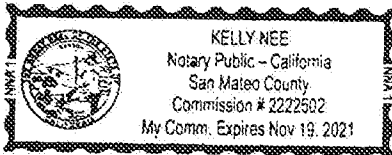
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of SAN MATEO

On 5/30/18 before me, KELLY NEE  
Date Here Insert Name and Title of the Officer

personally appeared KEVIN KRAUSE, DANIEL CLOUTER, ALLISON KOMIRENKO,  
Name(s) of Signer(s)  
RYAN CIRZ, ADRIAN JURIS, LOGAN ANDREWS

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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Partner –  Limited  General

Individual  Attorney in Fact

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

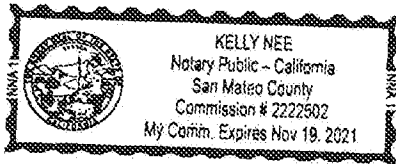
CIVIL CODE § 1189

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 MATEO }

On 6/21/18 before me, KELLY NEE
Date Here Insert Name and Title of the Officer
personally appeared IAN FRIEDLAND, GARY LOETS
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer - Title(s): \_\_\_\_\_

Corporate Officer - Title(s): \_\_\_\_\_

Partner -  Limited  General

Partner -  Limited  General

Individual  Attorney in Fact

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_