

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5054044

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAEL S. SINGER	03/01/2007
LOUIS R. PASQUALE	02/26/2007
CYNTHIA L. GROSSKREUTZ	02/16/2007
MURAT V. KALAYOGLU	11/05/2008
RECEIVING PARTY DATA	
Name:	MASSACHUSETTS EAR AND EYE INFIRMARY
Street Address:	243 CHARLES STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02114
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15790630
CORRESPONDENCE DATA	
Fax Number:	(617)646-8646
<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:	61764680000
Email:	jean.marte@wolfgreenfield.com, patents_PhilipH@wolfgreenfield.com
Correspondent Name:	PHILIP J. HAMZIK, PH.D.
Address Line 1:	WOLF, GREENFIELD & SACKS, P.C.
Address Line 2:	600 ATLANTIC AVENUE
Address Line 4:	BOSTON, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	T0659.70000US08
NAME OF SUBMITTER:	PHILIP J. HAMZIK, PH.D.
SIGNATURE:	/Philip J. Hamzik/
DATE SIGNED:	07/17/2018
Total Attachments: 16	
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ASSIGNMENT

WHEREAS, I, Michael S. Singer, have invented one or more inventions described in applications (or provisional applications) for Letters Patent of the United States entitled:

CYCLOPENTANE HEPTANOIC ACID, 2-ARYLALKYL OR CYCLOALKYL DERIVATIVES
USEFUL FOR REDUCING BODY FAT

and

COMPOSITIONS AND METHODS FOR REDUCING BODY FAT

and identified by

- Attorney Docket Nos. MEE-022PR and MEE-022PR2, and/or executed by me on even date herewith and about to be filed in the United States Patent Office; and
- Serial No. 60/785,360 filed in the United States Patent Office on March 23, 2006; and
- Serial No. 60/844,337 filed in the United States Patent Office on September 13, 2006; and

WHEREAS, Massachusetts Eye and Ear Infirmary (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having a usual place of business at 243 Charles Street, Boston, Massachusetts, 02114, desires to acquire an interest therein, in accordance with agreements duly entered into with me;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said applications, together with my entire right, title and interest in and to said applications and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said applications or such Letters Patent; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made; I hereby convey all of my rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of my entire right, title and interest therein;

AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

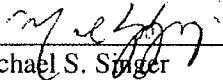
AND, I hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, I hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of my execution of this assignment;

AND, I do hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Letters Patent as shall be granted upon said applications, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

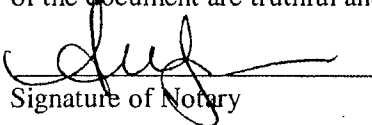
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal on the date set forth below.

Inventor:


Michael S. Singer

Commonwealth of Massachusetts)
County of Suffolk) ss

On this 1st day of MARCH, 2007, before me, the undersigned Notary Public, personally appeared Michael S. Singer, proved to me through satisfactory evidence of identification, which was/were Mass Driver's License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.


Signature of Notary

(Seal)

My Commission Expires: 4/13/2012

LIBC/2928081.1



ALLISON VALERIE GOLDSNIDER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 13, 2012

ASSIGNMENT

WHEREAS, I, Louis R. Pasquale, have invented one or more inventions described in applications (or provisional applications) for Letters Patent of the United States entitled:

CYCLOPENTANE HEPTANOIC ACID, 2-ARYLALKYL OR CYCLOALKYL DERIVATIVES
USEFUL FOR REDUCING BODY FAT

and

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WHEREAS, Massachusetts Eye and Ear Infirmary (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having a usual place of business at 243 Charles Street, Boston, Massachusetts, 02114, desires to acquire an interest therein, in accordance with agreements duly entered into with me;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said applications, together with my entire right, title and interest in and to said applications and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said applications or such Letters Patent; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made; I hereby convey all of my rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of my entire right, title and interest therein;

AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

AND, I hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, I hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of my execution of this assignment;

AND, I do hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Letters Patent as shall be granted upon said applications, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal on the date set forth below.

Inventor: *Louis Pasquale*
Louis R. Pasquale

Commonwealth of Massachusetts)
County of Suffolk) ss


On this 26th day of February, 2007, before me, the undersigned Notary Public, personally appeared Louis R. Pasquale, proved to me through satisfactory evidence of identification, which was/were M&T ID Badge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

[Signature]
Signature of Notary

(Seal)

My Commission Expires: 4/13/2012

LIBC/2928077.1

 ALLISON VALERIE GOLDSNIDER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 13, 2012

ASSIGNMENT

WHEREAS, I, Cynthia L. Grosskreutz, have invented one or more inventions described in applications (or provisional applications) for Letters Patent of the United States entitled:

CYCLOPENTANE HEPTANOIC ACID, 2-ARYLALKYL OR CYCLOALKYL DERIVATIVES
USEFUL FOR REDUCING BODY FAT

and

COMPOSITIONS AND METHODS FOR REDUCING BODY FAT

and identified by

- Attorney Docket Nos. MEE-022PR and MEE-022PR2, and/or executed by me on even date herewith and about to be filed in the United States Patent Office; and
- Serial No. 60/785,360 filed in the United States Patent Office on March 23, 2006; and
- Serial No. 60/844,337 filed in the United States Patent Office on September 13, 2006; and

WHEREAS, Massachusetts Eye and Ear Infirmary (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having a usual place of business at 243 Charles Street, Boston, Massachusetts, 02114, desires to acquire an interest therein, in accordance with agreements duly entered into with me;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said applications, together with my entire right, title and interest in and to said applications and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said applications or such Letters Patent; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made; I hereby convey all of my rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of my entire right, title and interest therein;

AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

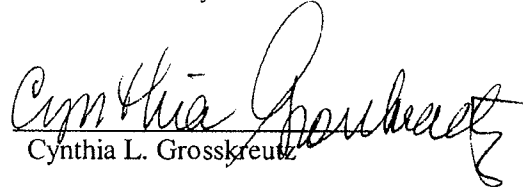
AND, I hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, I hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of my execution of this assignment;

AND, I do hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Letters Patent as shall be granted upon said applications, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

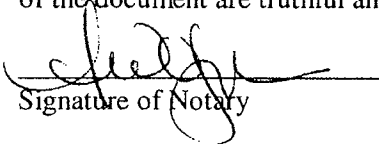
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal on the date set forth below.

Inventor:


Cynthia L. Grosskreutz

Commonwealth of Massachusetts)
County of Suffolk) ss

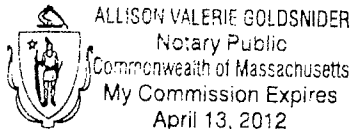
On this 16th day of February, 2007, before me, the undersigned Notary Public, personally appeared Cynthia L. Grosskreutz, proved to me through satisfactory evidence of identification, which was/were MEET ID Badge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.


Signature of Notary

(Seal)

My Commission Expires: 4/13/2012

LIBC/2928060.1



AGREEMENT

This Agreement (the "Agreement") between and among:

Massachusetts Eye and Ear Infirmary, a Massachusetts not-for-profit corporation with an address of 243 Charles Street, Boston, MA 02114 ("MEEI");

Cynthia L. Grosskreutz ("Dr. Grosskreutz"), an individual residing at 23 Bay View Avenue, Swampscott, MA 01907;

Murat V. Kalayoglu ("Dr. Kalayoglu"), an individual residing at 9 Hawthorne Place, Apartment 15N, Boston, MA 02114;

Louis R. Pasquale ("Dr. Pasquale"), an individual residing at 22 Park Drive, Newton Highlands, MA 02461;

Michael S. Singer ("Dr. Singer"), an individual residing at 241 Nahanton Street, Newton Centre, MA 02459;

(collectively "the Parties") is made as of October 23, 2008 (the "Effective Date").

As used herein, the term "Physicians" shall mean Drs. Grosskreutz, Kalayoglu, Pasquale, and Singer.

REDACTED

As used herein, the term "Patent Rights" shall mean any and all rights to inventions described and/or claimed in patents and patent applications based on the Intellectual Property and shall include U.S. provisional patent applications 60/785,360 and 60/844,337; U.S. non-provisional patent application 11/712,839; International patent application PCT/US2007/005424; any U.S. and non-U.S. patent application(s) that claim the benefit of or priority to any of the foregoing provisional, non-provisional and International patent applications; and any continuation, division, continuation-in-part (but only to the extent a claimed invention is described in one or more of the provisional, non-provisional and International patent applications listed above), reissue or reexamination application(s) of any of the foregoing applications, and any U.S. patents and non-U.S. patents issuing from the foregoing applications.

As used herein, the term "U.S. Patent Rights" shall mean any and all Patent Rights that have been issued by or are the subject of a patent application filed with the U.S. Patent and Trademark Office.

REDACTED

In consideration of the covenants and obligations hereinafter set forth, and in consideration of the payment of Fifty Dollars (\$50.00) from each of the Physicians to MEEI, and other good and valid consideration, the receipt and sufficiency of which all Parties hereby acknowledge, the Parties hereto hereby agree as follows:

- I. Drs. Grosskreutz, Pasquale, and Singer acknowledge that, pursuant to their respective employment obligations they are each required to:
 - a) assign their rights in Patent Rights to MEEI (and have so assigned to MEEI all their right, title and interest in and to the Patent Rights); and
 - b) provide MEEI reasonable advice and cooperation to secure, promote, and/or commercialize the Patent Rights and/or any related know-how.

- II. Dr. Kalayoglu, in consideration of the mutual covenants and conditions recited herein, agrees to assign and does hereby assign to MEEI all his right, title, and interest in and to the invention described and/or claimed in the U.S. Patent Rights. Dr. Kalayoglu hereby warrants that he is free to assign his rights in the U.S. Patent Rights to whomever he chooses and is under no obligation to assign his rights to any employer or other entity.

REDACTED

REDACTED

REDACTED


REDACTED

VII. General Provisions.

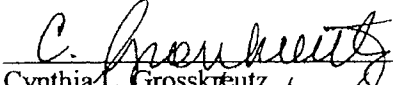
- a) Further Assurances. The Parties each agree to duly execute and deliver, or cause to be duly executed and delivered, such further instruments and agreements and do and cause to be done such further acts and things, including, without limitation, the filing of such additional assignments, agreements, documents and instruments, that may be necessary or as another Party hereto may at any time and from time to time reasonably request in connection with this Agreement or to carry out more effectually the provisions and purposes of, or to better assure and confirm unto such other Party, its rights and remedies under, this Agreement.
- b) No Implied Waivers: Rights Cumulative. Subject to Section VI of this Agreement, no failure on the part of a Party to exercise and no delay in exercising any right, power, remedy or privilege under this Agreement, or provided by statute or at law or in equity or otherwise shall impair, prejudice or constitute a waiver of any such right, power, remedy or privilege or be construed as a waiver of any breach of this Agreement or as an acquiescence therein, nor shall any single or partial exercise of any such right, power, remedy or privilege preclude any other or further exercise thereof or the exercise of any other right, power, remedy or privilege.
- c) Notices. All notices, requests and other communications to a Party hereunder shall be in writing (including electronic transmission), shall refer specifically to this Agreement and shall be personally delivered or sent by registered mail or certified mail, return receipt requested, postage prepaid, in each case to the respective address specified above. An electronic transmission, such as by telecopier or electronic mail, shall suffice, but only if receipt is confirmed by the addressee Party within 48 business hours of transmission. The Parties shall promptly notify each other of any change of address.
- d) Successors and Assigns. This Agreement shall be binding and inure to the benefit of the Parties, their respective heirs, successors, and legal representatives.
- e) Amendments. No amendment, modification, waiver, termination or discharge of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the Parties.
- f) Agreement between MEEI and Each Physician Severally. It is the intent of the Parties that the provisions of this Agreement shall remain in force between MEEI and each of the Physicians severally, with equal force and effect as if independent Agreements had been executed between MEEI and each of the Physicians.
- g) Severability. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, it shall be severable from the remainder of the Agreement. The Parties agree that all other provisions of this Agreement shall have force and effect and not be affected thereby.

- h) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.
- i) Entire Agreement. This Agreement, together with any agreements referenced herein, constitutes, on and as of the date hereof, the entire agreement of the Parties with respect to the subject matter hereof, and all prior or contemporaneous understandings or agreements, whether written or oral, between the Parties with respect to such subject matter are hereby superseded in their entirety.
- j) Governing Law and Jurisdiction. This Agreement shall be construed and enforced in accordance with and governed by the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflict of laws. Each Party hereby expressly consents to the jurisdiction of the state and federal courts located in the county of Suffolk in the Commonwealth of Massachusetts for any lawsuit filed there against any party to this Agreement by any other party to this Agreement concerning this Agreement or any matter arising from or relating to this Agreement.

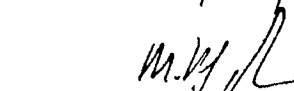
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed under seal and delivered as of the date first above written.



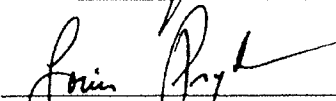
 Lisa Putukian
 Vice President, Business Development
 MASSACHUSETTS EYE AND EAR INFIRMARY
 Date: 230608



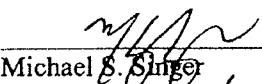
 Cynthia L. Grosskreutz
 Date: 10/23/08



 Murat V. Kalayoglu
 Date: 11/5/08



 Louis R. Pasquale
 Date: 10/23/08



 Michael S. Singer
 Date: 10/28/08

REDACTED

REDACTED

REDACTED