

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5078700

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRIAN A. ELENBAAS	11/27/2013
LEI SHEN	01/07/2014
RECEIVING PARTY DATA	
Name:	MERCK PATENT GMBH
Street Address:	FRANKFURTER STRASSE 250
City:	DARMSTADT
State/Country:	GERMANY
Postal Code:	64293
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15035131
CORRESPONDENCE DATA	
Fax Number:	(650)856-3710
<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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Email:	nbalaban@foley.com, ipdocketing@foley.com
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ATTORNEY DOCKET NUMBER:	095401-1201
NAME OF SUBMITTER:	NANI K. BALABAN
SIGNATURE:	/Nani K. Balaban/ for Photon Rao
DATE SIGNED:	08/01/2018
Total Attachments: 4	
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ASSIGNMENT

WHEREAS, Shen, Lei A., a citizen of CHINA, residing at 42 Calvin Street, Newton MA 02460 USA (hereinafter, "Assignor") has invented certain new and useful improvements relating to **PREDICTIVE BIOMARKER FOR HYPOXIA-ACTIVATED PRODRUG THERAPY** (hereinafter, the "Invention") as described in U.S. Provisional Patent Application No. 61/900,821, filed on NOV/06/2013 (hereinafter, the "Application"); and

WHEREAS, Merck Patent GmbH, an entity organized and existing under the laws of the State of GERMANY having a place of business in Frankfurter Strasse 250, 64293 Darmstadt (GERMANY), together with any successors, assigns and legal representatives thereof (hereinafter, called the "Assignee") is desirous of acquiring the entire right, title and interest, for all countries, in and to said Invention and Application.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Assignor hereby sells, assigns, transfers and conveys unto Assignee the entire right, title and interest of such Assignor in and to said Invention and Application, and all divisions, renewals and continuations thereof, and any and all Letters Patent of the United States which may be granted thereon, and all reissues, reexaminations, and extensions thereof, and all priority rights under all available international agreements, treaties and conventions for the protection of intellectual property in its various forms in every participating country, and all applications for Letters Patent or other grants of protection of proprietary rights including, but not limited to, inventor's certificate, utility model, utility certificate, patent of importation, registration of patent and industrial design registration which may be filed, and which may be granted, upon said inventions in any countries or regions foreign to the United States, and all reissues, renewals and extensions thereof; and each Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks of the United States, and all officials of countries or regions foreign to the United States having authority so to do, to issue all such Letters Patent or other grants of protection upon said inventions to the Assignee or to such nominees as it may designate;

AND each Assignor hereby authorizes and empowers the Assignee or nominees to invoke and claim for any application for such Letters Patent or other grants of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by a convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from such Assignor;

AND each Assignor hereby consents that a copy of this Assignment shall be deemed a full and formal equivalent of any assignment, consent to file or like document which may be required in any country or region for any purpose and more particularly in proof of the right of the Assignee or nominees to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it;

AND each Assignor hereby covenants that such Assignor has the full right to convey the right, title and interest herein assigned and that such Assignor has not executed and will not execute any agreement in conflict herewith;

AND each Assignor hereby covenants and agrees that such Assignor will communicate to Assignee or nominees all facts known to such Assignor pertaining to the Invention, and testify in all legal proceedings, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and declarations and in general perform all lawful acts necessary or proper to aid Assignee or nominee in obtaining, maintaining and enforcing all lawful patent or other grants of protection of the Invention in any and all countries and regions.

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IN TESTIMONY WHEREOF, this Assignment is executed by Assignor on the date opposite the signature of Assignor.

Lei A. Shen

Jan. 7, 2014

Shen, Lei A.

Date

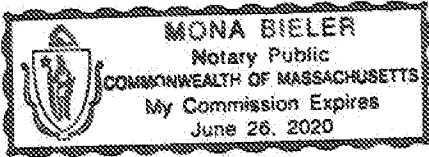
State of Massachusetts

County of Middlesex SS:

On this 7 day of January, 2014 before me personally appeared Shen, Lei A., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person named in and who executed the foregoing instrument and thereupon acknowledged to me that they executed the same of their own free will for the purposes set forth, and for a valuable consideration.

Mona Bieler

Notary Public



[SIGNATURE PAGE TO ASSIGNMENT]

ASSIGNMENT

WHEREAS, Elenbaas, Brian A., a citizen of UNITED STATES OF AMERICA, residing at 71 Boston Rock Road, Melrose MA 02176 USA (hereinafter, "Assignor") has invented certain new and useful improvements relating to **PREDICTIVE BIOMARKER FOR HYPOXIA-ACTIVATED PRODRUG THERAPY** (hereinafter, the "Invention") as described in U.S. Provisional Patent Application No. 61/900,821, filed on NOV/06/2013 (hereinafter, the "Application"); and

WHEREAS, Merck Patent GmbH, an entity organized and existing under the laws of the State of GERMANY having a place of business in Frankfurter Strasse 250, 64293 Darmstadt (GERMANY), together with any successors, assigns and legal representatives thereof (hereinafter, called the "Assignee") is desirous of acquiring the entire right, title and interest, for all countries, in and to said Invention and Application.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Assignor hereby sells, assigns, transfers and conveys unto Assignee the entire right, title and interest of such Assignor in and to said Invention and Application, and all divisions, renewals and continuations thereof, and any and all Letters Patent of the United States which may be granted thereon, and all reissues, reexaminations, and extensions thereof, and all priority rights under all available international agreements, treaties and conventions for the protection of intellectual property in its various forms in every participating country, and all applications for Letters Patent or other grants of protection of proprietary rights including, but not limited to, inventor's certificate, utility model, utility certificate, patent of importation, registration of patent and industrial design registration which may be filed, and which may be granted, upon said inventions in any countries or regions foreign to the United States, and all reissues, renewals and extensions thereof; and each Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks of the United States, and all officials of countries or regions foreign to the United States having authority so to do, to issue all such Letters Patent or other grants of protection upon said inventions to the Assignee or to such nominees as it may designate;

AND each Assignor hereby authorizes and empowers the Assignee or nominees to invoke and claim for any application for such Letters Patent or other grants of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by a convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from such Assignor;

AND each Assignor hereby consents that a copy of this Assignment shall be deemed a full and formal equivalent of any assignment, consent to file or like document which may be required in any country or region for any purpose and more particularly in proof of the right of the Assignee or nominees to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it;

AND each Assignor hereby covenants that such Assignor has the full right to convey the right, title and interest herein assigned and that such Assignor has not executed and will not execute any agreement in conflict herewith;

AND each Assignor hereby covenants and agrees that such Assignor will communicate to Assignee or nominees all facts known to such Assignor pertaining to the invention, and testify in all legal proceedings, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and declarations and in general perform all lawful acts necessary or proper to aid Assignee or nominee in obtaining, maintaining and enforcing all lawful patent or other grants of protection of the Invention in any and all countries and regions.

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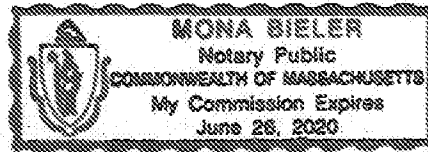
IN TESTIMONY WHEREOF, this Assignment is executed by Assignor on the date opposite the signature of Assignor.

Brian Elenbaas 11-27-13
Elenbaas, Brian A. Date

State of Massachusetts
County of Middlesex SS:

On this 27 day of November, 2013, before me personally appeared Elenbaas, Brian A., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person named in and who executed the foregoing instrument and thereupon acknowledged to me that they executed the same of their own free will for the purposes set forth, and for a valuable consideration.

Mona Bieler
Notary Public



[SIGNATURE PAGE TO ASSIGNMENT]