

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MICHAEL P. SMOLINSKI	10/02/2018
<b>RECEIVING PARTY DATA</b>		
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<b>City:</b>	HONG KONG, SHA TIN	
<b>State/Country:</b>	CHINA	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Application Number:</b>	16124281
	<b>PCT Number:</b>	US1849829
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<b>ATTORNEY DOCKET NUMBER:</b>	KINE-023001US 322169-2302	
<b>NAME OF SUBMITTER:</b>	CHEN CHEN (REG. NO. 73384)	
<b>SIGNATURE:</b>	/Chen Chen/	
<b>DATE SIGNED:</b>	10/22/2018	
<b>Total Attachments: 5</b>		
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ASSIGNMENT

Michael P. SMOLINSKI (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent entitled **SOLID FORMS OF 2-(5-(4-(2-MORPHOLINOETHOXY)PHENYL)PYRIDIN-2-YL)-N-BENZYLACETAMIDE**, and which is a:

- (1) ☐ provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☐ bearing Application No. , and filed on ;
- (2) ☒ non-provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☒ bearing Application No. **16/124,281**, and filed on **September 7, 2018**, and/or
- (3) ☒ PCT application
  - (a) ☒ bearing Application No. **PCT/US2018/049829**, and filed on **September 7, 2018**, and/or
- (4) ☐ attached hereto.

WHEREAS, Athenex HK Innovative Limited, having its principal place of business at Unit 608-613, IC Development Centre, No. 6 Science Park West Avenue, Hong Kong Science Park, Sha Tin, Hong Kong, China, its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is 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, the Assignor has sold, assigned, transferred, and set over, and by these presents

does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any priority application(s), substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: October 2, 2018

By: 

Michael P. Smolinski

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 New York )  
 ) ss.  
County of Erie )

On October 2, 2018 before me, Staci L. Holquist, Notary Public, personally appeared Michael P. Smolinski, 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.

WITNESS my hand and official seal.

Staci L. Holquist

Signature of Notary Public

STACI L. HOLQUIST  
Notary Public, State of New York  
Qualified in Erie County  
Commission Expires June 30, 2020

Place Notary Seal Above

My Commission Expires: June 30, 2020

For and on behalf of ASSIGNEE:

Date: 10-18-18

By:

[Signature]  
Name: Teresa Bair  
Title: Director  
Company: Athenex HK Innovative Limited

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 New York )  
 ) ss.  
County of Erie )

On 10/18/18, before me, Staci L. Holquist, Notary Public, personally appeared Teresa Bair, 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.

WITNESS my hand and official seal.

Staci L. Holquist

Signature of Notary Public

STACI L. HOLQUIST  
Notary Public, State of New York  
Qualified in Erie County  
Commission Expires June 30, 2020

Place Notary Seal Above

My Commission Expires: June 30, 2020