

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5350976

<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 R LYNCH	04/30/2012
TIMOTHY L MACDONALD	07/27/2012
THOMAS P MATHEWS	01/21/2019
ANDREW KENNEDY	01/21/2019
YUGESH KHAREL	10/16/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	UNIVERSITY OF VIRGINIA
<b>Street Address:</b>	VARSITY HALL, 136 HOSPITAL DRIVE
<b>City:</b>	CHARLOTTESVILLE
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22903
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15242330
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(434)924-2493
<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>	434-924-2173
<b>Email:</b>	kmoore@uvapf.org
<b>Correspondent Name:</b>	UNIVERSITY OF VIRGINIA PATENT FOUNDATION
<b>Address Line 1:</b>	722 PRESTON AVENUE, SUITE 107
<b>Address Line 4:</b>	CHARLOTTESVILLE, VIRGINIA 22903
<b>ATTORNEY DOCKET NUMBER:</b>	01684-07
<b>NAME OF SUBMITTER:</b>	RODNEY L SPARKS
<b>SIGNATURE:</b>	/RODNEY L SPARKS/
<b>DATE SIGNED:</b>	01/30/2019
<b>Total Attachments: 6</b>	
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## ASSIGNMENT

WHEREAS, we, Kevin R. Lynch, Timothy L. Macdonald, Thomas P. Mathews, Andrew Kennedy, and Yugesh Kharel, (the "Assignors"), have made an invention entitled

### "IMIDAMIDE SPHINGOSINE KINASE INHIBITORS"

described in U. S. Patent Application Serial No. 61/233,963 filed on August 14, 2009; International Patent Application Serial No. PCT/US2010/045660 filed on August 16, 2010; U.S. Patent Application Serial No. 13/390,207 filed on February 13, 2012, and all subsequent patent applications claiming priority thereto; and

WHEREAS, the University of Virginia, One Boar's Head Pointe, P. O. Box 400301, Charlottesville, Virginia 22904-4301 (the "Assignee"), is desirous of acquiring the entire right, title and interest in and to the aforesaid invention, including any tangible materials embodied in or encompassed by the invention and any trade secrets pertaining to the invention, and any improvements thereon, (the "Invention") and in and to said applications for Letters Patent thereon in the United States, its territories and possessions ("United States") and all foreign countries, including rights to claim priority, to any provisional applications, and in and to any Letters Patent of the United States or any foreign country which may be granted therefor, including any and all reissues, divisions, continuations, continuations-in-part, renewals, substitutes or extensions thereof (the "Rights");

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, the entire right, title and interest in and to the aforesaid Invention and Rights, except that Assignee hereby grants back to the Assignors a royalty free non-transferable license to make and use the Invention under the Rights for educational and research purposes, only. The aforesaid assignment includes the right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made;

AND Assignors hereby authorize and request the appropriate governmental officials to issue any and all such United States or foreign Letters Patent under said invention, or resulting from any of said applications thereof, to the Assignee, as the assignee of the entire right, title and interest in and to the same;

AND Assignors hereby represent, warrant and covenant that they have the full right to convey the entire interest herein assigned, that they have not executed and will not execute any instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

AND Assignors further covenant and agree that Assignors will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for said Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in said Assignee, its successors and assigns the entire right, title and interest in and to said Invention and Rights hereby sold, assigned, transferred and conveyed, and that Assignors will sign any applications for reissue, division, continuation, continuation-in-part, renewal, substitute or extension of said application for Letters Patent or any resulting Letters Patent;

AND Assignors further covenant and agree that Assignors will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid invention known to it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

IN WITNESS WHEREOF, Assignors have hereunto set their hands and seals.

Signature of Inventor / Date of Execution:

Inventor's Name:

Inventor's Resident Address:

Kevin R. Lynch  
Kevin R. Lynch, U.S. Citizen  
1632 Meadowbrook Heights Road  
Charlottesville, VA 22901

PLACE OF EXECUTION:

CHARLOTTESVILLE, VIRGINIA

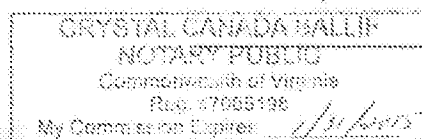
CITY OF CHARLOTTESVILLE )

) ss:

COMMONWEALTH OF VIRGINIA )

On this 20<sup>th</sup> day of April, 2012, before me, a Notary Public in and for the Commonwealth of Virginia, personally appeared Kevin R. Lynch, known to me (or proven by evidence of satisfactory identification) to be the person described in and who executed the foregoing instrument and acknowledged the same to be of their free act and deed for the uses and purposes therein set forth.

Crystal Canada Hallif (signature, please print name below)



Notary Public, my commission expires on 1/31/2015

**PATENT**

**REEL: 048190 FRAME: 0979**

Signature of Inventor / Date of Execution:

Inventor's Name:

Inventor's Resident Address:

Timothy L. Macdonald  
Timothy L. Macdonald, U.S. Citizen  
200 Douglas Avenue, Unit 3B  
Charlottesville, VA 22902

PLACE OF EXECUTION:

CHARLOTTESVILLE, VIRGINIA

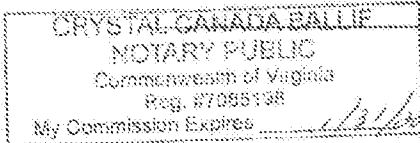
CITY OF CHARLOTTESVILLE )

) SS:

COMMONWEALTH OF VIRGINIA )

On this 27<sup>th</sup> day of July, 2012, before me, a Notary Public in and for the Commonwealth of Virginia, personally appeared Timothy L. Macdonald, known to me (or proven by evidence of satisfactory identification) to be the person described in and who executed the foregoing instrument and acknowledged the same to be of their free act and deed for the uses and purposes therein set forth.

Crystal Canada Ballie [signature, please print name below]



, Notary Public, my commission expires on 1/21/2015

Signature of Inventor / Date of Execution: / Thomas P. Mathews 1/21/2019  
Inventor's Name: Thomas P. Mathews, U.S. Citizen  
Inventor's Resident Address: 3730 Kiest Valley Parkway, Dallas TX 75231

PLACE OF EXECUTION: \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_ )  
STATE OF TENNESSEE ) SE:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public in and for the State of Tennessee, personally appeared Thomas P. Mathews, known to me (or proven by evidence of satisfactory identification) to be the person described in and who executed the foregoing instrument and acknowledged the same to be of their free act and deed for the uses and purposes therein set forth.

\_\_\_\_\_[signature, please print name below]  
\_\_\_\_\_, Notary Public, my commission expires on \_\_\_\_\_

Signature of Inventor / Date of Execution: / Andrew Kennedy / 1/21/2019

Inventor's Name: Andrew Kennedy, U.S. Citizen

Inventor's Resident Address:

75 Franklin St. Lewiston, ME 04240

PLACE OF EXECUTION:

CITY/COUNTY OF \_\_\_\_\_ )  
STATE OF ALABAMA ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Alabama, personally appeared Andrew Kennedy, known to me (or proven by evidence of satisfactory identification) to be the person described in and who executed the foregoing instrument and acknowledged the same to be of their free act and deed for the uses and purposes therein set forth.


\_\_\_\_\_[signature, please print name below]

\_\_\_\_\_, Notary Public, my commission expires on \_\_\_\_\_

Signature of Inventor / Date of Execution:

Inventor's Name:

Inventor's Resident Address:

  
Yugesh Kharel, Citizen of Nepal

1306 Creekside Dr.

Charlottesville, VA 22902

1405 Decatur Dr  
Charlottesville, VA  
22911

PLACE OF EXECUTION:

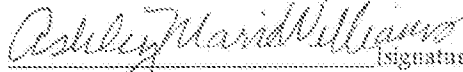
CHARLOTTESVILLE, VIRGINIA

CITY OF CHARLOTTESVILLE )

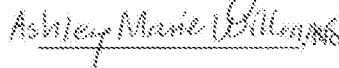
) SS:

COMMONWEALTH OF VIRGINIA )

On this 16<sup>th</sup> day of October, 2018, before me, a Notary Public in and for the Commonwealth of Virginia, personally appeared Yugesh Kharel, known to me (or proven by evidence of satisfactory identification) to be the person described in and who executed the foregoing instrument and acknowledged the same to be of their free act and deed for the uses and purposes therein set forth.



(signature, please print name below)



Notary Public, my commission expires on Aug 31, 2022

