### 01/17/2019 505284365

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
DAVID J. BEARSS	01/11/2019
ADAM SIDDIQUI-JAIN	01/10/2019
CLIFFORD J. WHATCOTT	01/11/2019
PETER W. PETERSON	01/04/2019
STEVEN L. WARNER	01/11/2019
LARS MOURITSEN	01/04/2019

### **RECEIVING PARTY DATA**

Name:	TOLERO PHARMACEUTICALS, INC.
Street Address:	3900 N. TRAVERSE MOUNTAIN BLVD
City:	LEHI
State/Country:	UTAH
Postal Code:	84043

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16023360

### **CORRESPONDENCE DATA**

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Email: docket@sunovion.com **DEBORAH A. MILLER Correspondent Name:** Address Line 1: 84 WATERFORD DRIVE

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ATTORNEY DOCKET NUMBER:	428C1
NAME OF SUBMITTER:	WENDY PENNIMAN
SIGNATURE:	/Wendy Penniman/
DATE SIGNED:	01/16/2019

**PATENT REEL: 048379 FRAME: 0095** 

# Total Attachments: 9 source=16\_023360 428C1 executed assignment v2#page1.tif source=16\_023360 428C1 executed assignment v2#page2.tif source=16\_023360 428C1 executed assignment v2#page3.tif source=16\_023360 428C1 executed assignment v2#page4.tif source=16\_023360 428C1 executed assignment v2#page5.tif source=16\_023360 428C1 executed assignment v2#page6.tif source=16\_023360 428C1 executed assignment v2#page7.tif source=16\_023360 428C1 executed assignment v2#page8.tif source=16\_023360 428C1 executed assignment v2#page8.tif

PATENT REEL: 048379 FRAME: 0096

## ASSIGNMENT

WHERE David J. Bearss, Adam Siddiqui-Jain, Clifford J. Whatcott, Peter W. Peterson,
Steven L. Warner and Lars Mouritsen, are inventors of the subject matter ("subject matter")
described in PROFILING PEPTIDES AND METHODS FOR SENSITIVITY PROFILING, an application for patent ("application"),

which is about to be filed in the United States Patent Office;

which is United States Application No. 16/023,360, filed June 29, 2018;

which is a Patent Cooperation Treaty Application, International Application No. , filed , which designates the United States of America, and is assigned United States Application No. ;

WHEREAS, Tolero Pharmacenticals, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 3900 N Traverse Mountain Blvd, Lehi, Utah 84043 desires to acquire an interest therein in accordance with agreements duly entered into with us;

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, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right. title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said Subject Matter as described in said Application, together with our entire right, title and interest in and to said Application and such Letters Patent as may issue on said Application; said Application 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 us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. This Assignment assigns (a) the Application and all other applications that may be made for, and all patents, utility models, design registrations, and other rights of exclusion and inventors' certificates for, any of the Subject Matter (collectively the "Applications and Granted Rights") in every country or region, (b) the right to claim priority based on and the benefit of the filing date of any of the Applications and Granted Rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other applicable treaties or conventions, and (c) the right to pursue, collect, and retain in the Assignee's name or otherwise, damages and any other remedies arising from any past, present, or future infringement of the Subject Matter, the Applications and Granted Rights, and any other rights assigned by this Assignment. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said Subject Matter, 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 such Letters Patent to ASSIGNEE in our names or in the ASSIGNEE's name:

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AND, we hereby further agree for ourselves and our 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 Applications and Granted Rights to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications under the Patent Cooperation Treaty, the execution of applications for patents in foreign countries, and the execution of any further applications including substitution, reissue, divisional or continuation applications, and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said Subject Matter or any application or patent directed thereto may be involved:

AND, we represent and warrant that we have the right and power to make this Assignment and that we have not made and will not make any other assignment that conflicts with this Assignment;

AND, we do hereby authorize and request each Patent Office and the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said Subject Matter to said ASSIGNEE, its successors, assigns, and legal representatives.

INVENTOR:
Signature:
Name: DAVID J. BEARSS
Title: CEO
On this 11 day of Varuaus, 20 19, before me, the undersigned notary public, personally appeared, and
is personally known to me, or
proved to me through satisfactory evidence of identification, which was
to be <b>DAVID J. BEARSS</b> and acknowledged that he signed the foregoing instrument
voluntarily for its stated purpose.
Notary Public
Signature:
Print Name: Andrea Grown
Appointment Expiration Date: November 16, 2021
SEAL ANDREA SCHULTZ GROEN ANDREA SCHULTZ GROEN ANDREA SCHULTZ GROEN

INVEN	
Signatu	re: Date: //10/19
Name:	ADAM SIDDIQUI-JAIN
Title: _	Director Chemistry
	On this <u>/O</u> day of <u>January</u> , 20 <u>/9</u> , before me, the undersigned notary public, personally appeared and
	Fis personally known to me, or
	proved to me through satisfactory evidence of identification, which was
	to be ADAM SIDDIQUI-JAIN and acknowledged that he signed the foregoing
	instrument voluntarily for its stated purpose.
	Notary Public
	Signature:
	Print Name: Andrea Groen
	Appointment Expiration Date: November (6, 202)
SEAL	ANDREA SCHULTZ GROEN

INVENTOR:	
Signature: Mala Late	Date: 1/11/19
Name: CLIFFORD J. WHATCOTT	
Title:	
personally appeared, and  is personally known to me,  proved to me through satis	factory evidence of identification, which was  OTT and acknowledged that he signed the foregoing
	Notary Public Signature: Avolvea Groen  Appointment Expiration Date: November 16, 2021

INVENTOR:
Signature: Date: 44/14
Name: PETER W. PETERSON
Title:
On this 4 day of January, 2019, before me, the undersigned notary public, personally appeared, and
is personally known to me, or
proved to me through satisfactory evidence of identification, which was
to be <b>PETER W. PETERSON</b> and acknowledged that he signed the foregoing instrument
voluntarily for its stated purpose.
Notary Public
Signature:
Print Name: Andra S. Groen
Appointment Expiration Date: November 16 2021
SEAL  ANDREA SCHULTZ GROEN  NOTARY PUBLIC-STATE OF UTAH  COMMISSION# 897940  COMM. EXP. 11/16/2021

INVENTOR:	
Signature:	Date: ////2019
Name: STEVEN L. WARNER	
Title:	
personally appeared, and is personally known to me proved to me through satis	and acknowledged that he signed the foregoing instrument
SEAL  ANDREA SCHULTZ  NOTARY PUBLIC STATE  COMMISSION # 6:  COMM. EXP. 11/16	OF UTAH 07 04 0

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NVEN	· · · · · · · · · · · · · · · · · · ·
Signatu	re: Lars Yould Date: 4 Jan 2019
Name:	LARS MOURITSEN
Title: _	
	On this 4 day of January, 20 19, before me, the undersigned notary public,
	personally appeared, and
	is personally known to me, or
	proved to me through satisfactory evidence of identification, which was
	to be <u>LARS MOURITSEN</u> and acknowledged that he signed the foregoing instrument voluntarily for its stated purpose.
	Notary Public
	Signature:
	Print Name: Andrea S. Groen
	Appointment Expiration Date: November 16 2021
SEAL	ANDREA SCHULTZ GROEN  MOTARY FUBLIC-STATE OF UTAH  COMMISSION# 897940  COMM. EXP. 11/16/2021

the Assig	gnee neverly acknowledges and accepts the foregon	th assistancia:
Assignee:	TOLERO PHARMACEUTICALS, INC.	
Signature	:	Date:/_//
Name: _	David J. Bearss	
Title:	CEO	

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PATENT REEL: 048379 FRAME: 0105