# 505350576 02/28/2019 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5397361

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
XIAOZHANG ZHENG		02/23/2016
PUI YEE NG		02/23/2016
BINGSONG HAN		02/23/2016
JENNIFER R. THOMASON		02/23/2016
MARY-MARGARET ZABLOCKI		02/23/2016
CUIXIAN LIU		02/19/2016
ALEKSANDRA RUDNITSKAYA		02/23/2016
DAVID R. LANCIA JR		02/23/2016
DAVID S. MILLAN		02/23/2016
MATTHEW W. MARTIN		02/23/2016
KENNETH W. BAIR		03/04/2016

## **RECEIVING PARTY DATA**

Name:	FORMA THERAPEUTICS, INC.
Street Address:	500 ARSENAL STREET
Internal Address:	SUITE 100
City:	WATERTOWN
State/Country:	MASSACHUSETTS
Postal Code:	02472

### **PROPERTY NUMBERS Total: 5**

Property Type	Number
Application Number:	16218108
Application Number:	16218114
Application Number:	16218122
Application Number:	16218126
Application Number:	16218132

## CORRESPONDENCE DATA

Fax Number:

(617)502-5002

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.

Phone: 617	617-248-5000		
Email: Pat	PatentDocket@choate.com		
	CHOATE HALL & STEWART LLP-PATENT DOCKET		
Address Line 1: TW	TWO INTERNATIONAL PLACE		
Address Line 4: BO	BOSTON, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER: 0704_0705_0706_0708_0709			
NAME OF SUBMITTER: ERICA M. D'AMATO			
SIGNATURE:	/Erica M. D'Amato/		
DATE SIGNED:	02/28/2019		
Total Attachments: 16			
source=FOTH031_Assignment_0704	_0705_0706_0708_0709#page1.tif		
source=FOTH031_Assignment_0704	_0705_0706_0708_0709#page2.tif		
source=FOTH031_Assignment_0704	_0705_0706_0708_0709#page3.tif		
source=FOTH031_Assignment_0704_0705_0706_0708_0709#page4.tif			
source=FOTH031_Assignment_0704_0705_0706_0708_0709#page5.tif			
source=FOTH031_Assignment_0704	_0705_0706_0708_0709#page6.tif		
source=FOTH031_Assignment_0704_0705_0706_0708_0709#page7.tif			
source=FOTH031_Assignment_0704	_0705_0706_0708_0709#page8.tif		
source=FOTH031_Assignment_0704_0705_0706_0708_0709#page9.tif			
source=FOTH031_Assignment_0704_0705_0706_0708_0709#page10.tif			
source=FOTH031_Assignment_0704_0705_0706_0708_0709#page11.tif			
source=FOTH031_Assignment_0704_0705_0706_0708_0709#page12.tif			
source=FOTH031_Assignment_0704_0705_0706_0708_0709#page13.tif			
source=FOTH031_Assignment_0704			
source=FOTH031_Assignment_0704			
source=FOTH031_Assignment_0704_0705_0706_0708_0709#page16.tif			

#### ASSIGNMENT

Xiaozhang Zheng, Pui Yee Ng, Bingsong Han, Jennifer R. Thomason, Mary-Margaret Zablocki, Cuixian Liu, Aleksandra Rudnitskaya, David Lancia, Jr., David S. Millan, Matthew W. Martin, Kenneth W. Bair, and Heather Davis (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled <u>3-ALKYL BICYCLIC [4,5,0]</u> HYDROXAMIC ACIDS AS HDAC INHIBITORS, and which is one and all of:

- (1) provisional application
  - (a) to be filed herewith; or
  - (b) bearing Application No. \_\_\_\_\_, and filed on \_\_\_\_\_;
- (2)  $\bigotimes$  non-provisional application
  - (a)  $\Box$  to be filed herewith; or
  - (b) bearing Application No. <u>15/013.820</u>, and filed on <u>February 2, 2016</u>; and/or
- $(3) \qquad \boxtimes PCT application$

(a)  $\square$  bearing Application No. <u>PCT/US2016/016197</u>, and filed on <u>February 2, 2016</u>.

WHEREAS, Forma Therapeutics, Inc., having its principal place of business at 500 Arsenal Street, Suite 100, Watertown, MA 02472 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified in paragraph (1), (2) and/or (3); 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 applications; 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 in paragraph (1) (2) and/or (3);

PATENT REEL: 048462 FRAME: 0684 (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 applications for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any 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(s) 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(s) 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 the 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 in paragraph (1), (2) and/or (3) 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: Feb. 23, 2016 By: Xiaozhang Zheng State of <u>8</u>S. County of *J*<sup>1</sup> idd lesex before me, (1)Onica DW0 On Notary Public, personally appeared Ianzhana Znenc 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. MONICA A. ALVAREZ WITNESS my hand and official seal. NOLSY PUBRIC ne Jaar 10, 2022 Signature of Notary Public Place Notary Seal Above <u>une 10, 2000</u> My Commission Expires:

By: / l

State of *\$\$*. oldlese County of before me, Monica Alvarez  $\Omega M_{c}$ On Notary Public, personally appeared 00 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. MONICA A. ALVAREZ WITNESS my hand and official seal. Mattery Public \*\*\*\*\* 1000 Examps Jun 10, 2022 Signature of Notary Public Place Notary Seal Above My Commission Expires: Uume 10, 2000

Date: 2/23/2016

Date: 02/23/2216 By: **Bingsong Han** State of County of 11/iddlesex  $\Omega_{0}$ , before me, <u>'onica</u> On Notary Public, personally appeared imasono 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. MONNCA A, ALVAREZ Notary Public WITNESS may hand and official seal. Manandmanns leaine Exerce Jue 10, 2022 Signature of Notary Public Place Notary Seal Above une 10, 2000 My Commission Expires: 🖉

Date:	Feb 23 2016	By:	and home
	*		

State of	
County of Middlesex	
on Fals. 23, 2016 before me, Monica Alvarez,	
Notary Public, personally appeared Jennifel, R. Thomason.	
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 hay hand and official seal.	
Signature of Notary Public Place Notary Seal Above	
My Commission Expires: June 10, 2000	

.....

Date: 2/23/20/6

By: Mary-Margaret Za Marty

State of County of H) icheleerx before me, Monicc. HW <u>23. 2017</u> On Notary Public, personally appeared 1 by u-Mogoggot Zablocki. 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. MONICA A. ALVAREZ NOTARY PUBLIC WITNESS my hand and official seal. \*\*\*\*\* sion Explore .400 10. 2022

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: Q10 2022 Line

Attorney Docket No. FOTH-031/00US; FOTH-031/00WO 314575-2097 Page 9 of 16

By: <u>Cuiden Fu</u> Cuixian Liu Date: 2/19/2016 State of Connecticut County of New Haven On February 19,2016, before me, Jamie Michele Buske Notary Public, personally appeared (4) yiun Liu 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(ics), 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. Nichele Bueke Signature of Notary Public Place Notary Seal Above My Commission Expires: August 31,2020

127172698 v1

PATENT REEL: 048462 FRAME: 0692

Date: 02/23/2016 By: Aleksandra Rudnitskaya
8
State of
County of 1'(10K) (CECX)
on Feb. 23, 2016, before me, Monico, Alvarez,
Notary Public, personally appeared Alekscholta, Rudnitskauga,
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. $\int_{-\infty}^{\infty} \int_{-\infty}^{\infty} \int_{-\infty}$
Signature of Notary Public Place Notary Seal Above
My Commission Expires: <u>Jeune 10, 20</u> 20
$\vee$

#### Attorney Docket No. FOTH-031/00US; FOTH-031/00WO 314575-2097 Page 11 of 16

2/23/16 Date: By: David Lancia. State of SS. County of 0990 <u>anica</u>  $\infty 16$ . before me, HNOYEZ. On Notary Public, personally appeared  $O^{1}$ mera who proved to me on the basis of satisfactory evidence, to be the persón(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. MONICA A. ALVAREZ Notary Passac WITNESS-my hand and official-seal **\$\$ .535 18. 2000** l sa Signature of Notary Public Place Notary Seal Above ime My Commission Expires:

Date: 2/23/2016 By: Duvid S. Millan
State of
State of
On Feb. 23, 2016, before me, Monica Pluarez,
Notary Public, personally appeared David 6 Million,
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.
Donicas Humer
Signature of Notary Public Place Notary Seal Above
My Commission Expires: <u>6</u> 11me 10, 2033
$\mathcal{O}$

Date: 2/23/16

Signature of Notary Public

By:

State of County of Michdlesex 33 2016 . before me, Maniel On Notary Public, personally appeared 11/01/10/10 111 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. MONICA A. ALVAREZ NOTAT POSSIC WITNESS my hand and official seal. 18, 2022

Place Notary Seal Above

My Commission Expires:  $\underline{O}$ LIMO 10. 2022

Date: 3/4/16 By: Kenneth W. Bair State of <u>MA</u> County of <u>Suffalk</u> > \$\$. On 3/4/14 before me. Penels Washingka Notary Public, personally appeared Kenneth W. Baig 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. AND RACESSON & STATES al Mile WITNESS my hand and official seal. Signature of Notary Public Place Notary Scat Above My Commission Expires: \_ 2/4/2020

Attorney Docket No. FOTH-031/00US; FOTH-031/00WO 314575-2097 Page 15 of 16

03-14-2016 Date: By: Heather Davis State of Wassachusetts } <u>\$</u>\$. County of Mil March 14, 2016 diea Sube before me. Y On Heather Notary Public, personally appeared 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. ANOREA L. SZEKELY-HIL Notary Public WITNESS my hand and official seal. OMMONWEALTH OF MASSACHUS My Commission Expires January 30, 2020 Signature of Notary Public Place Notary Seal Above My Commission Expires: UM JOAN

127172698 v1

Date: Fob. 23 2016

By: John Hohneker Name: 21P, Head of R&D Title: Company: Forma Therapeutics, Inc.

State of ) .53. County of  $\mathfrak{W}_{\mathcal{C}}$ , before me,  $\mathcal{P}_{\mathcal{C}}$ 1001100 On Notary Public, personally appeared Ulohn Hohneker 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(ics), 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. MONICA A. ALVAREZ WITNE8S may hand and official seal. MORNY Public Massachusetts mission Expires Jun 10, 2022 Signature of Notary Public Place Notary Seal Above UNE 10 2020 My Commission Expires:

**RECORDED: 02/28/2019**