

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5481528

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALBEMARLE CORPORATION	04/10/2019
RECEIVING PARTY DATA	
Name:	CALITHERA BIOSCIENCES, INC.
Street Address:	343 OYSTER POINT BOULEVARD
Internal Address:	SUITE 200
City:	SOUTH SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94080
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15501622
CORRESPONDENCE DATA	
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Email:	patentdocketing@foleyhoag.com, kflaherty@foleyhoag.com
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Address Line 4:	BOSTON, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	CBH-00601
NAME OF SUBMITTER:	KERRI FLAHERTY
SIGNATURE:	/Kerri Flaherty/
DATE SIGNED:	04/18/2019
Total Attachments: 3	
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ASSIGNMENT

This Assignment is made as of the 10th day of April, 2019, by and between **ALBEMARLE CORPORATION**, a corporation having its principal place of business at **4250 Congress Street, Suite 900, Charlotte, NC 28209**, ("ASSIGNOR") and **CALITHERA BIOSCIENCES, INC.**, a corporation having its principal place of business at **343 Oyster Point Boulevard, Suite 200, South San Francisco, California 94080** ("ASSIGNEE").

WHEREAS, ASSIGNOR owns rights, title, and interest in one or more inventions described in a United States patent application, entitled "**CRYSTAL FORMS OF GLUTAMINASE INHIBITORS**" which was filed on **February 3, 2017** as **U.S. Patent Application No. 15/501,622**; and

together with any divisional, continuation, continuation-in-part, reissue, re-examination, renewal or extension thereof and any patent issuing therefrom, and any corresponding patent, utility model, inventor certificate, registration or the like in any country of the world with respect to the foregoing, (the "Inventions"), having full right to convey its entire right, title and interest, both legal and equitable, in and to said inventions, free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in and to said Inventions and any and all patents to be obtained therefor;

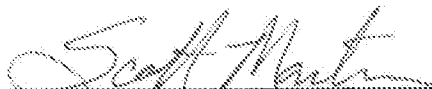
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree as follows:

1. Assignment of Inventions. ASSIGNOR does hereby sell, assign, transfer and set over unto ASSIGNEE, its successors and assigns, its entire right, title and interest throughout the world in and to: (i) said Inventions, and any form or embodiment thereof; (ii) all contracts, licenses, assignments and agreements of any kind or nature arising from such Inventions, including, without limitation all agreements with any inventor who has contributed to the Inventions; (iii) all proprietary rights pertaining to the Inventions including, without limitation, all rights arising from or relating to copyright, patent, trade secret, data and any rights arising under any laws now or hereinafter enacted relating to data protection, and all other proprietary rights of any kind or nature, now existing or hereafter created, however denominated, throughout the world; (iv) all claims and causes of action arising from or relating to the Inventions, including, without limitation, any and all claims or causes of action arising from or relating to the above described contracts and proprietary rights, whether arising in the past, present or future; (v) any application filed in any foreign country based on the Invention, including the right to file said foreign applications and claim priority under the provisions of any international convention or treaty; and (vi) the entire right, title and interest throughout the world in and to any and all patents or re-examinations or reissues or extensions thereof to be obtained in this or any foreign country upon said Inventions and any divisionals, continuations, continuations-in-part and renewals thereof, or substitute applications therefor, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for an Invention described in any of the foregoing applications,

including pending and abandoned applications, in any country or countries of the world, together with the right to file such applications and the right to claim for the same the priority rights derived from said applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable. The undersigned hereby authorizes and requests the issuing authority to issue any and all patents on said application or applications to said ASSIGNEE or its successors and assigns.

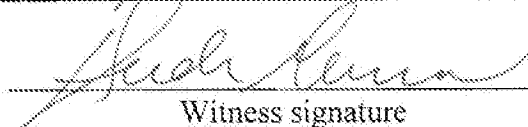
2. Further Assurances. ASSIGNOR further agrees, without any further payment or compensation by ASSIGNEE or its successors and assigns, to assign, deliver and communicate to ASSIGNEE, its representatives or agents or its successors and assigns, any know-how, facts, and materials arising from or relating to said Inventions including without limitation: (i) all biological material, transgenic animals, and other embodiments of the Inventions; (ii) all drawings, blueprints, calculations, research plans and results, lab notes, workbooks, and other records and written materials that relate to the Inventions or the Application or that embody or record any know-how pertaining to the Inventions; (iii) all files, documents and communications pertaining to the Application, including, without limitation, all communications to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with the Application; and (iv) evidence for interference purposes or for other legal proceedings whenever requested. The undersigned further agrees to testify in any interference or other legal proceedings, whenever requested; to execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and generally do everything reasonable to aid said ASSIGNEE, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.

IN WITNESS WHEREOF, **ALBEMARLE CORPORATION**, ASSIGNOR, by its duly authorized officer, has caused this Assignment to be executed under witness this 10th day of April, 2019.



Print Name: Scott Martin

Title: Pres, FLS


Witness signature

Heidi Mumma
Witness Name (please print)

IN WITNESS WHEREOF, **CALITHERA BIOSCIENCES, INC.**, ASSIGNEE, by its duly authorized officer, has caused this Assignment to be executed under witness this _____ day of _____, 2019.

Print Name: _____

Title: _____

Witness signature

Witness Name (please print)