

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5496417

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KALYRA PHARMACEUTICALS, INC.	07/25/2018
RECEIVING PARTY DATA	
Name:	ZENO ROYALTIES & MILESTONES, LLC
Street Address:	10835 ROAD TO THE CURE
Internal Address:	SUITE 205
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16326909
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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>	
Phone:	949-760-0404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE MARTENS OLSON & BEAR LLP
Address Line 1:	2040 MAIN STREET, 14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	KLYRA.009NP
NAME OF SUBMITTER:	KIMBERLY J. MILLER
SIGNATURE:	/Kimberly J. Miller/
DATE SIGNED:	04/29/2019
Total Attachments: 5	
source=2018-01-16 - Kalyra Assignment to Royalties & Milestones - KLYRA.000GEN (Notarized)#page1.tif	
source=2018-01-16 - Kalyra Assignment to Royalties & Milestones - KLYRA.000GEN (Notarized)#page2.tif	
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ASSIGNMENT

WHEREAS, Kalyra Pharmaceuticals, Inc., with its principal place of business at 10835 Road to The Cure, Suite 205, San Diego, California 92121 (hereinafter "ASSIGNOR"), represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful improvements for which ASSIGNOR has executed the United States applications for Letters Patents in the United States (hereinafter "the Applications") listed in Appendix A.

WHEREAS, Zeno Royalties & Milestones, LLC, a Delaware corporation having its principal place of business at 10835 Road to The Cure, Suite 205, San Diego, California 92121 (hereinafter "ASSIGNEE") desires to purchase the entire right, title, and interest in and to the inventions disclosed in the Patent Applications;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Applications, including all provisional applications relating thereto, and all nonprovisional applications claiming priority thereto, including, all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Applications, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Applications or any improvements made thereto, sign all lawful papers, authorize the filing of and execute and make all rightful oaths and/or declarations in connection with the Applications including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Applications in all countries.

Assignor (Conveying Party)

KALYRA PHARMACEUTICALS, INC.

By: _____

Name: ANTHONY S. S.

Title: CEO

Date: 7/25/18

Assignee (Receiving Party)

ZENO ROYALTIES & MILESTONES, LLC

By: _____

Name: Kevin Bunker

Title: Manager

Date: 7/25/18

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 California

COUNTY OF San Diego

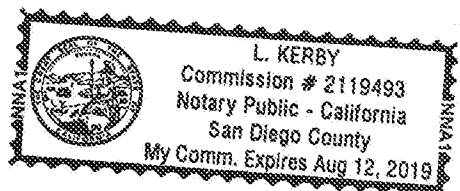
ss.

On 25 July 2018, before me, L. Kerby, notary public, personally appeared Anthony S. S. and Kevin Bunker, 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



[Signature] Notary Signature

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 California

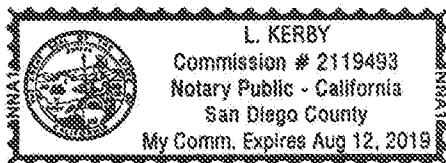
County of San Diego

On 25 July 2018 before me, L. Kerby, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Anthony Sun and
Name(s) of Signer(s)

Kevin Bunker

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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Assignment

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

APPENDIX A

Knobbe Ref.	Application No.	Title	Filing Date
KLYRA.001PR	61/784037	BICYCLIC ALKYL COMPOUNDS AND SYNTHESIS	03-14-2013
KLYRA.001PR2	61/915415	BICYCLIC ALKYL COMPOUNDS AND SYNTHESIS	12-12-2013
KLYRA.001PR3	61/949619	BICYCLIC ALKYL COMPOUNDS AND SYNTHESIS	03-07-2014
KLYRA.001WO	PCT/US2014/069517	BICYCLIC ALKYL COMPOUNDS AND SYNTHESIS	12-10-2014
KLYRA.001NP	15/103038	BICYCLIC ALKYL COMPOUNDS AND SYNTHESIS	06-09-2016
KLYRA.002PR	61/790229	PROPELLANE DERIVATES AND SYNTHESIS	03-15-2013
KLYRA.002PR2	61/949733	PROPELLANE DERIVATES AND SYNTHESIS	03-07-2014
KLYRA.002WO2	PCT/US2015/018886	PROPELLANE DERIVATES AND SYNTHESIS	03-05-2015
KLYRA.002NP2	15/123898	PROPELLANE DERIVATES AND SYNTHESIS	09-06-2016
KLYRA.003PR	61/781580	BICYCLIC ANALGESIC COMPOUNDS	03-14-2013
KLYRA.003A	14/199567	BICYCLIC ANALGESIC COMPOUNDS	03-06-2014
KLYRA.003C1	15/239446	BICYCLIC ANALGESIC COMPOUNDS	08-17-2016
KLYRA.003C2	15/262852	BICYCLIC ANALGESIC COMPOUNDS	09-12-2016
KLYRA.003C3	15/633480	BICYCLIC ANALGESIC COMPOUNDS	06-26-2017
KLYRA.003NP	14/439636	BICYCLIC ANALGESIC COMPOUNDS	04-29-2015
KLYRA.003WO	PCT/US2014/021038	BICYCLIC ANALGESIC COMPOUNDS	03-06-2014
KLYRA.004PR	62/051760	BICYCLIC COMPOUNDS	09-17-2014
KLYRA.004A	14/855102	BICYCLIC COMPOUNDS	09-15-2015
KLYRA.004WO	PCT/US2015/050275	BICYCLIC COMPOUNDS	09-15-2015
KLYRA.006PR	62/051736	ANALGESIC COMPOUNDS	09-17-2014
KLYRA.007PR	62/309355	ANALGESIC COMPOUNDS	03-16-2016
KLYRA.007WO	PCT/US2017/022434	ANALGESIC COMPOUNDS	03-15-2017
KLYRA.009PR	62/378453	METHODS FOR CROSS COUPLING	08-23-2016
KLYRA.009WO	PCT/US2017/048021	METHODS FOR CROSS COUPLING	08-22-2017
KLYRA.012PR	62/264497	ANTIFUNGAL COMPOUNDS AND METHODS	12-08-2015
KLYRA.012PR2	62/347744	ANTIFUNGAL COMPOUNDS AND METHODS	06-09-2016
KLYRA.012WO	PCT/US2016/065097	ANTIFUNGAL COMPOUNDS AND METHODS	12-06-2016
KLYRA.013PR	62/215358	COMPOUNDS AND METHODS OF TREATING EPILEPTIC DISORDERS	09-08-2015
KLYRA.014PR	62/264680	ANTIFUNGAL COMPOUNDS AND METHODS	12-08-2015
KLYRA.017PR	62/309342	ANALGESIC COMPOUNDS	03-16-2016
KLYRA.017WO	PCT/US2017/022433	ANALGESIC COMPOUNDS	03-15-2017
KLYRA.018PR	62/309338	ANALGESIC COMPOUNDS	03-16-2016
KLYRA.018WO	PCT/US2017/022430	ANALGESIC COMPOUNDS	03-15-2017
KLYRA.019PR	62/309371	ANALGESIC COMPOUNDS	03-16-2016
KLYRA.019WO	PCT/US2017/022438	ANALGESIC COMPOUNDS	03-15-2017
KLYRA.021PR	62/430534	ANTIFUNGAL COMPOUNDS AND METHODS	12-06-2016
KLYRA.021WO	PCT/US2017/064435	ANTIFUNGAL COMPOUNDS AND METHODS	12-04-2017
KLYRA.022PR	62/506512	ANALGESIC COMPOUNDS	05-15-2017
KLYRA.001CA	2932039	BICYCLIC ALKYL COMPOUNDS AND SYNTHESIS	05-27-2016
KLYRA.001CN	201480067673.7	BICYCLIC ALKYL COMPOUNDS AND SYNTHESIS	06-12-2016
KLYRA.001EP	14869147.0	BICYCLIC ALKYL COMPOUNDS AND SYNTHESIS	06-08-2016

KLYRA.001HK	17103343.9	BICYCLIC ALKYL COMPOUNDS AND SYNTHESIS	04-01-2017
KLYRA.001IN	201617019812	BICYCLIC ALKYL COMPOUNDS AND SYNTHESIS	06-09-2016
KLYRA.001JP	2016-558533	BICYCLIC ALKYL COMPOUNDS AND SYNTHESIS	06-10-2016
KLYRA.001KR	10-2016-7016840	BICYCLIC ALKYL COMPOUNDS AND SYNTHESIS	06-23-2016
KLYRA.001TW	103143524	BICYCLIC ALKYL COMPOUNDS AND SYNTHESIS	12-12-2014
KLYRA.002CA2	2942144	PROPELLANE DERIVATES AND SYNTHESIS	09-01-2016
KLYRA.002CN2	201580020861.9	PROPELLANE DERIVATES AND SYNTHESIS	10-20-2016
KLYRA.002EP2	15757721.4	PROPELLANE DERIVATES AND SYNTHESIS	09-06-2016
KLYRA.002HK2	17106349.6	PROPELLANE DERIVATES AND SYNTHESIS	06-26-2017
KLYRA.002IN2	201617029511	PROPELLANE DERIVATES AND SYNTHESIS	08-30-2016
KLYRA.002JP2	2016-573684	PROPELLANE DERIVATES AND SYNTHESIS	09-06-2016
KLYRA.002KR2	10-2016-7027508	PROPELLANE DERIVATES AND SYNTHESIS	10-04-2016
KLYRA.002TW2	104107323	PROPELLANE DERIVATES AND SYNTHESIS	03-06-2015
KLYRA.003AR	20140100734	BICYCLIC ANALGESIC COMPOUNDS	03-06-2014
KLYRA.003CA	2903431	BICYCLIC ANALGESIC COMPOUNDS	09-01-2015
KLYRA.003EP	14769979.7	BICYCLIC ANALGESIC COMPOUNDS	10-04-2015
KLYRA.003HK	16107552.7	BICYCLIC ANALGESIC COMPOUNDS	06-29-2016
KLYRA.003JP	2016-500700	BICYCLIC ANALGESIC COMPOUNDS	09-11-2015
KLYRA.003KR	10-2015-7029086	BICYCLIC ANALGESIC COMPOUNDS	10-13-2015
KLYRA.003TW	103107738	BICYCLIC ANALGESIC COMPOUNDS	03-06-2014
KLYRA.004AR	20150102980	BICYCLIC COMPOUNDS	09-17-2015
KLYRA.004CA	2961605	BICYCLIC COMPOUNDS	03-16-2017
KLYRA.004CN	201580061363.9	BICYCLIC COMPOUNDS	05-11-2017
KLYRA.004EP	15842230.3	BICYCLIC COMPOUNDS	03-28-2017
KLYRA.004HK	18101303.0	BICYCLIC COMPOUNDS	01-26-2018
KLYRA.004JP	2017-514844	BICYCLIC COMPOUNDS	03-16-2017
KLYRA.004KR	10-2017-7009800	BICYCLIC COMPOUNDS	04-11-2017
KLYRA.004TW	104130651	BICYCLIC COMPOUNDS	09-16-2015

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