

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5543871

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CLS PHARMACEUTICALS, INC.	03/28/2017
RECEIVING PARTY DATA	
Name:	CLARUS CLS HOLDINGS, LLC
Street Address:	C/O CLARUS VENTURES, 101 MAIN STREET, SUITE 1210
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02142
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15823996
CORRESPONDENCE DATA	
Fax Number:	(212)704-6288
<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>	
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Email:	IPservicesNYC@troutman.com, rosalee.leeds@troutman.com
Correspondent Name:	TROUTMAN SANDERS LLP
Address Line 1:	875 THIRD AVENUE
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	248195.000232
NAME OF SUBMITTER:	ROSALEE LEEDS
SIGNATURE:	/Rosalee Leeds/
DATE SIGNED:	05/29/2019
Total Attachments: 8	
source=Assignment-Pt2 - CLS PHARMACEUTICALS INC to CLARUS CLS HOLDINGS LLC-pat-39764-315#page3.tif	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

CLS PHARMACEUTICALS, INC., a Delaware corporation (herein referred to as "*Assignor*") owns the entire right, title and interest in any patents ("*said patent(s)*") and any patent application(s) ("*said application(s)*") set forth below in **Schedule A**, as well as any invention(s) ("*said invention(s)*") disclosed in said application(s) and said patent(s).

WHEREAS, CLARUS CLS HOLDINGS, LLC a Delaware limited liability company its successors, legal representatives and assigns (collectively, the "*Assignee*"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), the right to file applications on said invention(s), the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), the right to recover any and all past, present, and future damages, including provisional or other royalties, for any and all past, present, and future infringements of said application(s) and said patent(s), and the entire right, title, and interest in and to any and all Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s);

NOW THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, 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 entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), the right to file applications on said invention(s), the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), including divisions, continuations, and continuations-in-part of said application(s), the right to recover any and all past, present, and future damages, including provisional or other royalties, for any and all past, present, and future infringements of said application(s) and said patent(s), the entire right, title and interest in and to any and all Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s), the entire right, title and interest in and to any and all reissues and extensions of said patent(s), and all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, the same 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, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s), said application(s), said patent(s), any application claiming priority to said application(s), any reissue or extension of said patent(s), and any United States or foreign Letters Patent or Patents for said invention(s) or said application(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.), is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), 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;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all aforementioned patent(s) of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

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CLARUS CLS HOLDINGS, LLC
By its Manager:

CLARUS LIFESCIENCES III, L.P.
By: Clarus Ventures III GP, L.P., its General Partner
By: Clarus Ventures III, LLC, its General Partner

By: *[Signature]*
Name: ROBERT LIPTAK
Title: Managing Director

Date: 3/22/2017

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 Massachusetts)
) ss.
County of Middlesex)
On March 22, 2017, before me, Kayla Staman
Notary Public, personally appeared Robert Liptak
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.
REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: 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.
Kayla Staman
Signature of Notary Public Place Notary Seal Above
My Commission Expires: 11/20/23

CLS PHARMACEUTICALS, INC.

By: [Signature]
Name: C. Michael Samson
Title: President

Date: 3/28/2017

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 NEW JERSEY)
County of ESSEX) ss.

On MARCH 28, 2017, before me, JOAO P. PINTO JR.

Notary Public, personally appeared C. Michael Samson, as President of CLS Pharmaceuticals, Inc., 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.

REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

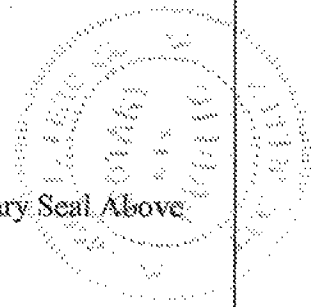
WITNESS my hand and official seal.

[Signature]

Signature of Notary Public

JOAO P. PINTO JR.
Notary Public, New Jersey
My Commission Expires December 8, 2018

Place Notary Seal Above



My Commission Expires: _____

Schedule A**U.S. Patents and Applications:**

1. U.S. Patent No. 7,767,217
2. U.S. Patent No. 8,562,963
3. U.S. Patent No. 9,387,223
4. U.S. Patent No. 8,394,364
5. U.S. Patent No. 8,765,724
6. U.S. Patent App. No. 14/603,909 (Abandoned)
7. U.S. Patent App. No. 14/923,845
8. US 60/848,315 (Expired provisional)
9. US 60/782,629 (Expired provisional)
10. PCT/US2007/006013 / WO 2007106381 [application No. / WIPO publication No.]

Non-U.S. Patents and Applications:

11. AU 2007225305
12. AU 2013203462
13. AU 2016253668
14. CA 2645765
15. CA 2935366
16. CN 101400355
17. CN 103463635
18. DK1998783
19. EP 1998783¹
20. EP 2772258
21. ES 2488918
22. HK 1192720
23. HK 1130665
24. IN 8425DELNP2008
25. JP 5415935
26. JP 5709279
27. JP 5997303
28. JP 2016216481
29. KR 1020140130246 (Withdrawn)
30. KR 101457710
31. KR 101538280
32. KR 1020167028354 (KR.20160122276)
33. MX 2008011644
34. MX 302561
35. MX 336328

¹ Validated in AT BE BG CH CY CZ DE DK EE ES FI FR GB GR HU IE IS IT LI LT LU LV MC MT NL PL PT RO SE SI SK TR

36. NZ 571236 (Revoked)
37. NZ 595695 (Abandoned)
38. NZ 610068
39. NZ 701559
40. NZ 718955
41. PT 1998783
42. SI 1998783
43. TW 395588
44. TW 499422
45. TW 201536298