

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5587351

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PHARMACEUTICAL ADVISORS LLC	05/10/2016
RECEIVING PARTY DATA		
Name:	NIMBUS APOLLO, INC.	
Street Address:	784 MEMORIAL DRIVE	
Internal Address:	SUITE 100	
City:	CAMBRIDGE	
State/Country:	MASSACHUSETTS	
Postal Code:	02139	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16217935
CORRESPONDENCE DATA		
Fax Number:	(650)815-2601	
<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:	6508152600	
Email:	ccarter@sheppardmullin.com	
Correspondent Name:	SHEPPARD MULLIN RICHTER & HAMPTON LLP	
Address Line 1:	379 LYTTON AVENUE	
Address Line 2:	LORNA L. TANNER	
Address Line 4:	PALO ALTO, CALIFORNIA 94301	
ATTORNEY DOCKET NUMBER:	37JD-243818-US2	
NAME OF SUBMITTER:	LORNA L. TANNER	
SIGNATURE:	/Lorna L. Tanner/	
DATE SIGNED:	06/24/2019	
Total Attachments: 9		
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**PATENT ASSIGNMENT
BY PHARMACEUTICAL ADVISORS LLC**

This PATENT ASSIGNMENT, is made by and between Pharmaceutical Advisors LLC ("Assignor") and Nimbus Apollo, Inc. ("Assignee"), a Delaware corporation.

WHEREAS, Jon P. Lawson ("Lawson"), has invented certain new and useful improvements in **"SOLID FORMS OF A THIENOPYRIMIDINEDIONE ACC INHIBITOR AND METHODS OF PRODUCTION THEREOF"** set forth in Application No. **62/302,755**, filed **March 2, 2016** and Application No. **62/303,237**, filed **March 3, 2016** (the "Assigned Patent Applications");

WHEREAS, Lawson executed a Proprietary Information and Inventions Assignment Agreement with J.P. Lawson Consulting LLC, effective as of the formation date of J.P. Lawson Consulting LLC, whereby Lawson fully assigned all of his right, title and interest in the Assigned Patent Applications to J.P. Lawson Consulting LLC;

WHEREAS J.P. Lawson Consulting LLC executed a Consulting Support Agreement with Assignor, effective April 1, 2011, whereby J.P. Lawson Consulting LLC fully assigned all of its right, title and interest in the Assigned Patent Applications to Assignor;

WHEREAS, Assignor executed a Master Services Agreement with Nimbus Apollo, Inc., effective May 22, 2012, as amended effective May 22, 2014, and Work Order No. 01302013, effective on January 30, 2013 (collectively, the "Master Services Agreement"), whereby Assignor fully assigned all of its right, title and interest in the Assigned Patent Applications to Assignee; and

WHEREAS, the undersigned parties desire to confirm the assignments.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned parties agree as follows:

1. With respect to the Assigned Patent Applications, Assignor does hereby confirm that, effective as of May 22, 2012, the date of the Master Services Agreement ("Assignment Date"), Assignor irrevocably assigned all of its right, title and interest to the Assignee, and Assignor hereby confirms the sale, transfer, assignment and delivery of, and Assignee hereby confirms the assumption and acceptance of, effective as of the applicable "Assignment Date" pursuant to the terms of the Master Services Agreement, all of Assignor's worldwide right, title, and interest in and to: (a) such Assigned Patent Applications, together with all registrations and applications for the foregoing; and all rights to request, apply for, file and register patent rights in any of the foregoing; (b) all applications, including provisional applications, continuation applications, divisional applications, substitute applications and continuation-in-part applications claiming the benefit of the filing date of or priority to the foregoing; all patents of addition of the foregoing; all continued examinations, re-examinations, inter partes review and post-grant review certificates of the foregoing; (c) all validations, supplementary perfection certifications and extensions of the foregoing; (d) all inventions disclosed or claimed by any of the foregoing; (e) all rights to claim priority to the foregoing under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, and applicable bilateral or multilateral treaties; (f) all patents issuing from the foregoing and all amendments, reissues, and extensions of the foregoing; (g) all defenses relating to or arising from any of the foregoing, and all rights of actions arising from the foregoing, including without limitation all claims for damages by reason of infringement or violation of the

foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement or violation of the foregoing; and (h) all income, royalties and any other payments now and hereafter due and/or payable to in respect of the foregoing, in each case, to be held and enjoyed by Assignee for its own use and benefit and for its successors legal representatives and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, the "Assigned Patent Application Rights").

2. Assignor hereby confirms that, at the time of invention, except for any rights, titles and/or interests that have arisen to Assignee under law or that had already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said Assigned Patent Applications, and that the Assignor was unencumbered and had good and full right and lawful authority to convey the same to Assignee.

3. To the extent that any of its rights to the Assigned Patent Applications were not assigned, Assignor hereby assigns, effective as of May 22, 2012, all of its right, title and interest to the Assigned Patent Applications to the Assignee, including the Assigned Patent Application Rights.

4. Assignor shall promptly execute and deliver such documents, and do and perform such acts and things as Assignee, its successors, legal representatives and/or assigns may reasonably request to give effect to, document and record, and enforce the assignment of the Assigned Patent Application Rights herein recited, including without limitation executing and delivering such other documents as may be required to give full effect to the rights of Assignee, its successors, legal representatives and assigns under this Patent Assignment in and to the Assigned Patent Application Rights worldwide.

5. Assignor further agrees, at any time, upon the reasonable request of Assignee, its successors, legal representatives and/or assigns, to execute and deliver same, any additional applications for patent arising from or relating to the Assigned Patent Application Rights, or any part or parts thereof, including without limitation any provisional, utility, design, continuation, continuation-in-part, divisional, reissue, substitute, and extension application(s) to the foregoing; and all re-examination, inter partes, post-grant and opposition certification(s) or amendments or reissues of the foregoing and all patent application(s) claiming benefit of or priority from the foregoing; and all patents issued from the foregoing. Assignor further confirms that Assignor has not made any agreement in conflict with this Patent Assignment.

6. Assignor hereby grants Assignee the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark office for recordation of this document.

7. This Patent Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns. As between the parties, this Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts applicable to agreements made and to be performed entirely within the Commonwealth of Massachusetts, without regard to the conflicts of laws principles thereof.

foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement or violation of the foregoing; and (h) all income, royalties and any other payments now and hereafter due and/or payable to in respect of the foregoing, in each case, to be held and enjoyed by Assignee for its own use and benefit and for its successors legal representatives and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, the "Assigned Patent Application Rights").

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8. This Patent Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

9. Assignor hereby grants Assignee the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark office for recordation of this document.

As read and agreed to by:

PHARMACEUTICAL ADVISORS LLC ("Assignor")

NIMBUS APOLLO, INC. ("Assignee")

By: 

Name: PAUL WOJTACY

Title: MANAGING PARTNER

Date: 5/10/16

By: _____

Name: Rosana Kapeller-Libermann

Title: Chief Scientific Officer

Date: _____

WITNESSES

Signature: 

Signature: 

WITNESSES

Signature: _____

Signature: _____

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BY PHARMACEUTICAL ADVISORS LLC**

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WHEREAS, Lawson executed a Proprietary Information and Inventions Assignment Agreement with J.P. Lawson Consulting LLC, effective as of the formation date of J.P. Lawson Consulting LLC, whereby Lawson fully assigned all of his right, title and interest in the Assigned Patent Applications to J.P. Lawson Consulting LLC;

WHEREAS J.P. Lawson Consulting LLC executed a Consulting Support Agreement with Assignor, effective April 1, 2011, whereby J.P. Lawson Consulting LLC fully assigned all of its right, title and interest in the Assigned Patent Applications to Assignor;

WHEREAS, Assignor executed a Master Services Agreement with Nimbus Apollo, Inc., effective May 22, 2012, as amended effective May 22, 2014, and Work Order No. 01302013, effective on January 30, 2013 (collectively, the "Master Services Agreement"), whereby Assignor fully assigned all of its right, title and interest in the Assigned Patent Applications to Assignee; and

WHEREAS, the undersigned parties desire to confirm the assignments.

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foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement or violation of the foregoing; and (h) all income, royalties and any other payments now and hereafter due and/or payable to in respect of the foregoing, in each case, to be held and enjoyed by Assignee for its own use and benefit and for its successors legal representatives and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, the "Assigned Patent Application Rights").

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As read and agreed to by:

PHARMACEUTICAL ADVISORS LLC ("Assignor")

NIMBUS APOLLO, INC. ("Assignee")

By: _____

By: Rosana Kapeller-Libermann

Name: _____

Name: Rosana Kapeller-Libermann

Title: _____

Title: Chief Scientific Officer

Date: _____

Date: May 9, 2016

WITNESSES

WITNESSES

Signature: _____

Signature: [Signature]

Signature: _____

Signature: Paul Good