

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5622041

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ADAM SIDDIQUI-JAIN	07/02/2019
STEVEN L. WARNER	07/10/2019
PAUL FLYNN	05/28/2019
DAVID J. BEARSS	07/11/2019
JASON MARC FOULKS	07/03/2019
RECEIVING PARTY DATA	
Name:	TOLERO PHARMACEUTICALS, INC.
Street Address:	3900 N. TRAVERSE MOUNTAIN BLVD.
City:	LEHI
State/Country:	UTAH
Postal Code:	84043
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16376452
CORRESPONDENCE DATA	
Fax Number:	(508)357-7894
<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:	508-481-6700
Email:	docket@sunovion.com
Correspondent Name:	DEBORAH A. MILLER
Address Line 1:	84 WATERFORD DRIVE
Address Line 2:	SUNOVION PHARMACEUTICALS INC.
Address Line 4:	MARLBOROUGH, MASSACHUSETTS 01752
ATTORNEY DOCKET NUMBER:	TP3008.US1
NAME OF SUBMITTER:	WENDY PENNIMAN
SIGNATURE:	/Wendy Penniman/
DATE SIGNED:	07/17/2019
Total Attachments: 8	

source=436 TP3008US1 16_376452 executed assignment#page1.tif
source=436 TP3008US1 16_376452 executed assignment#page2.tif
source=436 TP3008US1 16_376452 executed assignment#page3.tif
source=436 TP3008US1 16_376452 executed assignment#page4.tif
source=436 TP3008US1 16_376452 executed assignment#page5.tif
source=436 TP3008US1 16_376452 executed assignment#page6.tif
source=436 TP3008US1 16_376452 executed assignment#page7.tif
source=436 TP3008US1 16_376452 executed assignment#page8.tif

ASSIGNMENT

WHERE **Adam Siddiqui-Jain, Steven L. Warner, Paul Flynn, David J. Bearss and Jason Marc Foulks**, together with co-inventors **Nozomi Tomimatsu, Ken Fujimura, Hiroki Umehara, Akihito Nonoyama and Akihito Kiguchiya** are inventors of the subject matter ("Subject Matter") described in **AXL KINASE INHIBITORS AND USE OF THE SAME**, an application for Patent ("Application"),

- which is about to be filed in the United States Patent Office;
- which is United States Application No. **16/376,452**, filed **April 5, 2019**;
- which is a Patent Cooperation Treaty Application, International Application No. _____, filed _____, which designates the United States of America;

WHEREAS, **Tolero Pharmaceuticals, Inc.** (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of **Delaware**, and having a usual place of business at **3900 N. Traverse Mountain Blvd., Lehi, Utah 84043** desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said Subject Matter as described in said Application, together with our entire right, title and interest in and to said Application and such Letters Patent as may issue on said Application; said Application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. This Assignment assigns (a) the Application and all other applications that may be made for, and all patents, utility models, design registrations, and other rights of exclusion and inventors' certificates for, any of the Subject Matter (collectively the "Applications and Granted Rights") in every country or region, (b) the right to claim priority based on and the benefit of the filing date of any of the Applications and Granted Rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other applicable treaties or conventions, and (c) the right to pursue, collect, and retain in the Assignee's name or otherwise, damages and any other remedies arising from any past, present, or future infringement of the Subject Matter, the Applications and Granted Rights, and any other rights assigned by this Assignment. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said Subject Matter, carries with it the right in ASSIGNEE to apply for and obtain from competent

authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE in our names or in the ASSIGNEE's name;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid Applications and Granted Rights to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications under the Patent Cooperation Treaty, the execution of applications for patents in foreign countries, and the execution of any further applications including substitution, reissue, divisional or continuation applications, and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said Subject Matter or any application or patent directed thereto may be involved;

AND, we represent and warrant that we have the right and power to make this Assignment and that we have not made and will not make any other assignment that conflicts with this Assignment;

AND, we do hereby authorize and request each Patent Office and the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said Subject Matter to said ASSIGNEE, its successors, assigns, and legal representatives.

INVENTOR:

Signature: *ASJ*

Date: 7/2/19

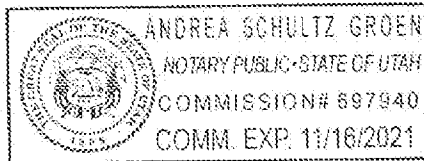
Name: Adam Siddiqui-Jain

On this 2 day of July, 2019, before me, the undersigned notary public, personally appeared, and

is personally known to me, or

proved to me through satisfactory evidence of identification, which was _____

to be Adam Siddiqui-Jain and acknowledged that he signed the foregoing instrument voluntarily for its stated purpose.



Notary Public

Signature: *ASG*

Print Name: Andrea Schultz Groen

Appointment Expiration Date: 11/16/2021

SEAL

INVENTOR:

Signature: *SLW*

Date: 7/10/2019

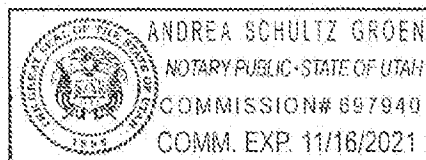
Name: Steven L. Warner

On this 10 day of July, 20 19, before me, the undersigned notary public, personally appeared, personally appeared and

- is personally known to me, or
- proved to me through satisfactory evidence of identification, which was _____

to be Steven L. Warner and acknowledged that he signed the foregoing instrument voluntarily for its stated purpose.

Notary Public



Signature: *ASG*

Print Name: Andrea Schuetz Groen

Appointment Expiration Date: 11/16/2021

SEAL

INVENTOR:

Signature: Paul Flynn

Date: 28 May 2019

Name: Paul Flynn

On this 28 day of May, 2019, before me, the undersigned notary public, personally appeared, personally appeared and

is personally known to me, or

proved to me through satisfactory evidence of identification, which was Driver License

to be Paul Flynn and acknowledged that he signed the foregoing instrument voluntarily for its stated purpose.

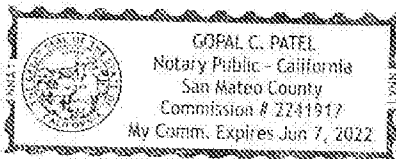
Notary Public

Signature: [Signature]

Print Name: GOPAL C PATEL

Appointment Expiration Date: 06/07/2022

SEAL



INVENTOR:

Signature: *David J. Bearss* Date: 7/11/19

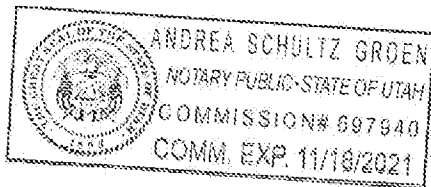
Name: David J. Bearss

On this 11 day of July , 20 19 , before me, the undersigned notary public, personally appeared, personally appeared and

is personally known to me, or
 proved to me through satisfactory evidence of identification, which was _____

to be David J. Bearss and acknowledged that he signed the foregoing instrument voluntarily for its stated purpose.

Notary Public



Signature: *Andrea Schultz Groen*

Print Name: Andrea Schultz Groen

Appointment Expiration Date: 11/16/2021

SEAL

INVENTOR:

Signature: *Jason Marc Foulks*

Date: 03 July 2019

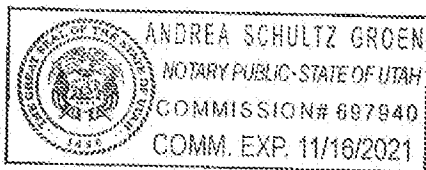
Name: Jason Marc Foulks

On this 3 day of July, 2019, before me, the undersigned notary public, personally appeared, personally appeared and

is personally known to me, or

proved to me through satisfactory evidence of identification, which was _____

to be Jason Marc Foulks and acknowledged that he signed the foregoing instrument voluntarily for its stated purpose.



Notary Public

Signature: *ASG*


Print Name: Andrea Schultz Groen

Appointment Expiration Date: 11/16/2021

SEAL

The Assignee hereby acknowledges and accepts the foregoing assignment.

Assignee: TOLERO PHARMACEUTICALS, INC.

Signature: 

Date: July 11, 2019

Name: MICHAEL McCORM

Title: C.O.O.