505609678 08/07/2019

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JOHN HENRY BOUGHER III	04/26/2017
RAMAMURTY V S CHANGALVALA	04/26/2017
AARON LEIGH DOWNEY	04/26/2017
ERNEST RANDALL LANIER JR.	04/26/2017
ANDREW LOUIS MCIVER	04/26/2017
BRADLEY DAVID ROBERTSON	04/26/2017
DEAN WALLACE SELLESETH	04/26/2017
PHIROZE BEHRAM SETHNA	04/26/2017
ROY W. WARE	04/26/2017

RECEIVING PARTY DATA

Name:	CHIMERIX, INC.
Street Address:	2505 MERIDIAN PARKWAY
Internal Address:	SUITE 100
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27713

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16533194

CORRESPONDENCE DATA

Fax Number: (202)842-7899

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.

Phone: 617-937-2300

Email: jsteinfield@cooley.com

COOLEY LLP Correspondent Name:

1299 PENNSYLVANIA AVENUE NW Address Line 1:

Address Line 2: SUITE 700

Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER: CHIM-830C03US 301983-2480

REEL: 049984 FRAME: 0306 505609678

PATENT

NAME OF SUBMITTER:	HEIDI A. ERLACHER	
SIGNATURE: /Heidi A. Erlacher/		
DATE SIGNED:	08/07/2019	
Total Attachments: 13		
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ASSIGNMENT

John Henry Bougher III, residing at 2021 Copper Leaf Parkway, Apt. 208, Durham, North Carolina 27703, Ramamurty V S Changalyala, residing at 114 Mainline Station Drive, Morrisville, North Carolina 27560, Aaron Leigh Downey, residing at 1106 Sophomore Court, Durham, North Carolina 27713, Ernest Randall Lanier Jr., residing at 316 Reade Road, Chapel Hill North Carolina 27516, Andrew Louis McIver, residing at 7103 Montibility Parkway, Durham, North Carolina 27713, Bradley David Robertson, residing at 2519 Burton Road, Durham, North Carolina 27704, Dean Wallace Selleseth, residing at 111 Frehold Court, Cary, North Carolina 27519, Phiroze Behram Sethna, residing at 5108 Starcross Lane, Durham, North Carolina 27713, and Roy W. Ware, residing at 10520 Leafwood Place, Raleigh, North Carolina 27613 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent entitled PYRROLOPYRIMIDINE NUCLEOSIDES AND ANALOGS THEREOF, and which is a:

(1)	provisional application (a) to be filed herewith; or (b) bearing Application No, and filed on; and/or
(2)	 ∑ non-provisional application (a)
(3)	PCT application (a) bearing Application No, and filed on
(4)	and/or
(5)	attached hereto.

WHEREAS, Chimerix Inc., a corporation having its principal place of business at 2505 Meridian Parkway, Suite 340, Durham, North Carolina 27713 its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

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NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, 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 Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any priority application(s), substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are 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, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful

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owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) 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.

The Assignor hereby acknowledges the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

144646911 v1

Date: 4/26/17 By: For For Bougher III

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 North Carolina

| State of North Carolina | State of North Carolina | State of North Carolina | State of North Carolina | State of Durham | State of Notary Public | Charles of Notary Public | Charles of Notary Public | Charles of County North Garolina | State of Notary State of Notary Public | Charles of County North Garolina | State of Notary State of Notary Public | Charles of County North Garolina | State of Notary State of Notary Public | Charles of County North Garolina | State of Notary State of Notary State of Notary Public | Charles of County North Garolina | State of Notary State of Notary State of Notary Public | State of Notary Public | Charles of State of Notary Public | State of Notary Public

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Date: 28th April 2017

By: Ramamurty V S Changalvala

State of North Carolina)	
State of North Carolina) ss. County of Duruan)	
On April 26, 2017, before me, Ramanust	y V5 Changalvala, Notary
Public, personally appeared lin person	, who proved
to me on the basis of satisfactory evidence, to be the per	
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	s/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which	the person(s) acted, executed
the instrument.	
WITNESS my hand and official seal.	
Davey J. Moore	
Signature of Notary Polic Darcey J. Moore Notary Public Chaithem County North Carolina My Commission Expires 6/11/2021	Place Notary Seal Above
My Commission Expires:	

Date: 26 April 2017 By: Agron Leigh Downey

State of North Carolina) ss.
County of Durham
On April 26, 2017 before me, Aaron Leigh Downey, Notary Public, personally appeared In person who proved
Public, personally appeared <u>IVI PUXSON</u> , 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.
WITNESS my hand and official seal.
Darung. Noon
Signature of Notary Public Place Notary Seal Above
Darcay J. Moore Notery Public
Chethem County My Commission Expires: North Caroline My Commission Expires: North Caroline My Commission Expires (11/202)

Date: April 26, 2017 By: Ernest Randall Lanier Tr.

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.

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Date: 4-26-/7	Ву:	and the
		Andrew Louis McIver

State of North Carolina) ss.	
County of Durham) ss.	
On April 26, 2017 , before me, Andrew Louis McIver	, Notary
Public, personally appeared 1 n person ,	who proved
to me on the basis of satisfactory evidence, to be the person(s) whose na	
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 signate	ure(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) act	ed, executed
the instrument.	
WITNESS my hand and official seal.	
Darcy g. more	
Signature of Notary Public Place Notary Se	al Above
Darcey J. Moore Notary Public My Commission Expires: Chainem County North Carolina My Commission Expires 6/11/2004	

Date: 26 Apr 2017

Bhadley-David-Robertson

State of <u>Klorth Carolina</u>) County of <u>Durham</u>) State of <u>Klorth Carolina</u>)
On April 26, 2017, before me, Brodley Dwid Pobertson, Notary Public, personally appeared in person, 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.
WITNESS my hand and official seal.
Signature of Notary Public Chatham County North Carolina My Commission Expires 6/11/2021 Place Notary Seal Above Place Notary Seal Above Place Notary Public Chatham County North Carolina My Commission Expires 6/11/2021

Date: 26 Afril 2017 By: Dean Wallace Selleseth

,	
State of North Caroli na	
State of North Caroli na) ss. County of Durham)	
On April 26,2017, before me, Dean Wallace Sellesett	, Notary
Public, personally appeared <u>in person</u> , w	ho proved
to me on the basis of satisfactory evidence, to be the person(s) whose nam	ic(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they ex	ecuted the
same in his/her/their authorized capacity(ies), and that by his/her/their signatur	e(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted	i, executed
the instrument.	
WITNESS my hand and official seal.	
The second stay and the particular particular second secon	
Darcey J. Moore	
Signature of Notary Public Place Notary Seal	Above
Darcey J. Moore Notary Public Chather County My Commission Expire North Caroline	
(V) (P) (P) (V) (V) (V) (V) (V) (V) (V) (V) (V) (V	

Date: 4/2-6/2-017 By: Phiroze Behram Sethna

State of North Carolina
State of North Carolina) ss. County of Durham)
On April 26, 2017 , before me, Phivoze Behram Schhna, Notary
Public, personally appeared wiperson , 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.
WITNESS my hand and official seal.
Darcy J. Moore
Signature of Notary Buldian Nemau I Maria Place Notary Seal Above
Notary Public Chetham County
My Commission Expended Commission Expires 6/11/2021

Date: 26APR 2017 By: Roy W. Ware
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 <u>North Carolina</u>)) ss. County of <u>Dumam</u>
County of <u>VW\vavv</u>)
On April 26, 2017, before me, Roy W. Ware, Notary
On April 26, 2017 , before me, Rey W. Ware , Notary Public, personally appeared in person , 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.
WITNESS my hand and official seal,
Dercey J. Mone
Signature of Malay Rublic Place Notary Seal Above
Notary Public Chamam County North Carolina My Command Carolina My

Date: <u>April 26, 2017</u>

Company: Chimerix Inc.

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.

___, before me, <u>M, Michelle Benna</u> 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. WITNESS my hand and official seal,

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Signature of Notara

Darcey J. Moore
Notary Public
Chatham County
North Carolina
My Commission I collina Spires 8

PATENT REEL: 049984 FRAME: 0320

Place Notary Seal Above

RECORDED: 08/07/2019