

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5671227

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GUILHERME H.C. CANTUARIA	07/22/2019
RECEIVING PARTY DATA		
Name:	METANOI THERAPEUTICS, INC.	
Street Address:	430 MABRY PLACE, NE	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30319	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	16279289	
CORRESPONDENCE DATA		
Fax Number:	(770)951-0933	
<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:	770-933-9500	
Email:	rebeka.jones@thomashorstemeyer.com	
Correspondent Name:	THOMAS HORSTEMEYER, LLP	
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ATTORNEY DOCKET NUMBER:	510309-1011	
NAME OF SUBMITTER:	RANDY R. SCHOEN	
SIGNATURE:	/Randy R. Schoen/	
DATE SIGNED:	08/15/2019	
Total Attachments: 10		
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Agreement") is made as of July 22nd, 2019 (the "Effective Date"), by and between Guilherme H. C. Cantuaria, an individual residing at 430 Mabry Place NE, Atlanta, Georgia 30319 ("Assignor"), and Metanoi Therapeutics, Inc. ("Assignee") (Assignor and Assignee collectively, the "Parties," and individually, a "Party").

RECITALS

- A. Assignor has agreed to irrevocably transfer and assign to Assignee all of its rights, title and interest, on a worldwide basis in and to those certain patent applications and patents set forth on Exhibit A (the "448 Patent Portfolio"); and
- B. Assignor is an owner of all rights, title and interest in and to the Patents.

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS & CONDITIONS

1. ASSIGNMENT & APPOINTMENT

1.1 Assignment of the 448 Patent Portfolio. Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee all of its rights, title and interest of every kind and character throughout the world in and to: (a) the 448 Patent Portfolio to the full extent of its ownership or interest therein, including, without limitation, all domestic and foreign patent applications and registrations therefor (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing, and all provisional, pending, and abandoned patent applications to which any of the 448 Patent Portfolio claim priority); (b) all inventions, invention disclosures, and discoveries described in the 448 Patent Portfolio to the extent that such inventions, invention disclosures and discoveries could be claimed in any of the Patents; (c) all patents that are related to any of the 448 Patent Portfolio through terminal disclaimer, (d) all goodwill associated therewith; (e) all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing and to retain any damages and profits due or accrued); (f) any and all other rights and interests arising out of, in connection with or in relation to the 448 Patent Portfolio; and (g) any claims or rights to make claims related to or arising out of the 448 Patent Portfolio (including without limitation, composition claims); and (h) any and all rights and obligations of the Assignor under that one certain Patent Agreement dated May 2019 by and between Assignor and Novazoi Theranostics, Inc.. Upon Assignee's request, Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be

PATENT

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reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the 448 Patent Portfolio, including without limitation, the execution and filing with the United States Patent and Trademark Office of the confirmatory assignment with respect to the 448 Patent Portfolio attached hereto as Exhibit B.

1.2 Appointment. In the event that Assignee is unable, after reasonable notice to Assignor, for any reason whatsoever, to secure Assignor's signature to any document Assignor is required to execute pursuant to this Section 1 to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the 448 Patent Portfolio, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact, to act for and on its behalf and instead of Assignor, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of Section 1 with the same legal force and effect as if executed by Assignor.

2. RESERVED

3. REPRESENTATIONS AND WARRANTIES

3.1 Authority. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the performance of such obligations will not conflict with or result in a breach of any agreement to which such Party is a party or is otherwise bound.

3.2 Title. Assignor represents and warrants that Assignor is the lawful owner of all rights, title, and interest in and to the 448 Patent Portfolio (except to the extent of the Assignee's rights, title, and interest), and Assignor has the unrestricted right to grant the rights granted under Section 1 to this Agreement free and clear of any title defects, encumbrances, liens, security interests, mortgages, registrations, licenses, immunities or claims of any nature (including, without limitation, covenants not to sue, government grants, identifications to standard committees, or any other restriction on the rights relating to the 448 Patent Portfolio) whether threatened, pending or otherwise held or claimed by anyone (collectively, "Encumbrances"), except as listed on Exhibit C. Assignor represents and warrants that there are no Encumbrances other than those listed on Exhibit C. Assignor has not received notice of (and Assignor is not aware of any facts or circumstances which could reasonably be expected to give rise to) any other actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the 448 Patent Portfolio.

3.3 Validity and Enforceability. Assignor represents and warrants to Assignee that the 448 Patent Portfolio have never been found invalid or unenforceable for any reason in any administrative, arbitration, judicial, or other proceeding. Assignor has provided Assignee with all information and challenges concerning the title to, and validity, patentability and/or enforceability of, the 448 Patent Portfolio.


Assignor Initials


Assignee Initials

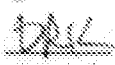
3.4 No Government Encumbrances. Assignor represents and warrants to Assignee that the 448 Patent Portfolio is free from Encumbrances of any U.S. or foreign government, university, college, or other educational institution or research center.

3.5 Additional Obligations.

3.5.1 Maintenance and Other Fees. Assignor shall (i) pay any maintenance fees, annuities, and the like that become due on the 448 Patent Portfolio and/or for which the window period will become open after the Effective Date and up to 60 days after the Effective Date and Assignee shall reimburse Assignor for any such payments made by Assignor; (ii) provide, on or before the Effective Date, a list to Assignee of the dates on which any such fees, annuities and the like will become due and/or for which the window period will open during the 60 day period following the Effective Date; and (iii) shall otherwise use its reasonable best efforts to assist Assignee in preventing abandonment of any part of the 448 Patent Portfolio. Assignor shall be responsible for paying all invoices, expenses, and fees incurred or pending to outside prosecution counsel or agents as of the Effective Date. Assignee shall be responsible for all taxes and fees relating to purchase of the 448 Patent Portfolio, other than income taxes and withholding taxes imposed on Assignor. Assignee will timely remit to the appropriate taxing authorities all taxes, levies or other imposts as required by law, including any withholding taxes imposed on this payment to Assignor, and shall provide Assignor with written evidence that such payment was made. Assignor and Assignee shall cooperate with each other and take all commercially reasonable steps to (i) file certificates and other documentation with taxing authorities and/or (ii) legitimately obtain a reduction or elimination of, or credit for, any taxes, levies or other imposts arising from transactions contemplated by this Agreement.

3.5.2 Deliverables and Transfer of Attorney Prosecution Files. Assignor shall be responsible for all costs and expenses associated with the transfer of prosecution-related files from Assignor to Assignee, including without limitation, all attorneys' fees and costs that the Assignor has incurred related to acquisition of the rights transferred herein and prosecution of the Patent through the Effective Date. At the soonest practical moment after the Effective Date, Assignor shall send to Assignee (or direct its attorneys or agents to send) all applicable work files related to the Patent, including without limitation: (a) Original letters patent for the 448 Patent Portfolio; (b) Originals of all assignments in its possession for the 448 Patent Portfolio; (c) Each patent prosecution (docket) file in its possession for each of the 448 Patent Portfolio; (d) To the extent the same are in the possession, custody, or control of Assignor (or its attorneys or agents), copies of those relevant portions of laboratory notebooks and related documents and things as are reasonably related to the conception, reduction to practice, and prosecution of any Patent; (e) the originals of any assignment documents relating to the Patent; and (f) all attorney work product, research, and searches of prior art and information obtained regarding composition or other claims (e.g., composition) related to Ethanolamine or the 448 Patent Portfolio. The Assignor agrees to cooperate fully in the transfer of the above-described information, including the


Assignor Initials


Assignee Initials

limited waiver of attorney-client privilege with respect to the disclosure of such information to the Assignee. To the extent such documents and things currently exist, Assignor further agrees to maintain such records intact.

4. GENERAL

4.1 Governing Law. This Agreement is to be construed under and governed by the laws of the State of Georgia, without regard to its conflicts of law principles.

4.2 Dispute Resolution. Any and all disputes arising out of this Agreement, including the breach, performance and arbitrability thereof, which are not settled through negotiations, will be at the Assignee's sole option, submitted to binding arbitration under the expedited or fast track rules of the American Arbitration Association. Any arbitration will be held in Atlanta, Georgia. The Parties acknowledge that the Assignee is engaged in interstate commerce and the Federal Arbitration Act is applicable to any arbitration arising hereunder. Judgment on any arbitration award may be entered in any court having jurisdiction thereof.

4.3 Attorneys' Fees. If either Party commences any action or proceeding against the other Party to enforce this Agreement or any of such Party's rights hereunder, the prevailing Party will be entitled to its reasonable expenses related to such action or proceeding, including reasonable attorneys' and expert fees.

4.4 No Continuing Waiver. The waiver of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

4.5 Binding Effect. This Agreement will be binding upon and will inure to the benefit of the successors, executors, administrators, heirs, representatives and assigns of the Parties.

4.6 Headings. The section headings and captions herein are intended for reference and will not by themselves determine the construction or interpretation of this Agreement.

4.7 Interpretation. No language or provision in this Agreement is to be construed more strictly against or in favor of any Party on the basis of authorship.

4.8 Modifications. All modifications to this Agreement must be in writing and signed by the Party against whom enforcement of such modification is sought.

4.9 Assignment. The Assignee may assign this Agreement to a related or successor entity, however, the Assignor will remain bound hereunder. Guilherme H. C. Cantuaria will assign his rights and obligations under this Agreement to an entity to be created by him within 3 months of the Effective Date, and after such assignment, Guilherme H. C. Cantuaria will no longer be personally bound hereunder. The aforesaid entity created by Guilherme H. C. Cantuaria shall be bound hereunder.


Assignor Initials


Assignee Initials

4.10 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be held by a tribunal or court of competent jurisdiction to be invalid or unenforceable, then such provisions shall be deemed to be restated to reflect the original intentions of the Parties as nearly as possible, in accordance with applicable law and the remainder of this Agreement shall not be affected thereby and remain valid and enforceable to the fullest extent permitted by law.

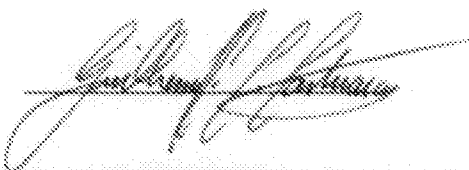
4.11 Entire Agreement. This Agreement, including all exhibits hereto, which are incorporated herein by reference as if fully set forth herein, serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations, or understandings (whether oral or written) relating to the same subject matter.

4.12 Further Cooperation. The Assignor agrees to cooperate with the Assignee and shall (a) provide documents and information when reasonably requested, including, but not limited to, with respect to the filing of any continuances, assignment documentation, or the consent to the assignment of the 448 Patent Portfolio, and (b) execute any reasonable additional documents or instruments that are reasonably necessary to (1) carry out or facilitate the understanding represented by this Agreement and/or (2) more clearly establish the rights of one or more Parties under this Agreement.

4.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument, and shall become effective when one or more counterparts have been signed by Assignor and Assignee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR: GUILHERME H. C. CANTUARIA



ASSIGNEE: METANOI THERAPEUTICS, INC.



By: Daniel R. King, CFO



Assignor Initials



Assignee Initials

EXHIBIT A
448 Patent Portfolio

Ethanolamine-based lipid biosynthetic compounds, method of making and use thereof

Patent number: 10213448

Abstract: A method for treating cancer is disclosed. The method comprises administering to a subject in need thereof, an effective amount of a pharmaceutical composition comprising monoethanolamine, its prodrug or hybrid molecule or a pharmaceutically acceptable salt thereof, and a pharmaceutically effective carrier. Also disclosed is a composition comprising monoethanolamine or a pharmaceutically acceptable salt thereof and a pharmaceutically effective carrier, wherein the pharmaceutical composition is formulated for oral, intravenous, intraperitoneal, subcutaneous, dermal, or intranasal administration.

Type: Grant

Filed: March 24, 2017

Date of Patent: February 26, 2019

Assignee: NOVAZO THERANOSTICS, INC.

Listed Inventors: Ritu Aneja, Venkata Subba Rao Mukkavilli


Assignor Initials


Assignee Initials

EXHIBIT B
CONFIRMATORY PATENT ASSIGNMENT FORM IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE

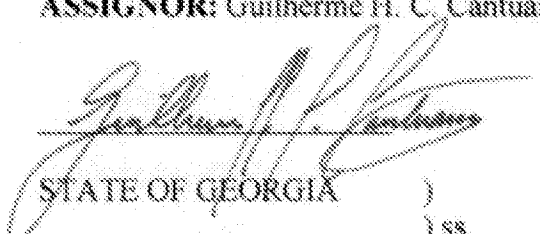
ASSIGNMENT

- A. Guilherme H. C. Cantuaria ("Assignor") owns certain patent applications and/or registrations, as set forth in Attachment 1 attached hereto and incorporated herein by this reference ("448 Patent Portfolio"); and
- B. Metanoi Therapeutics, Inc. ("Assignee") desires to acquire all of the right, title and interest of Assignor in, to and under the 448 Patent Portfolio; and
- C. Assignor and Assignee have entered into a certain Patent Assignment Agreement, dated July 22, 2019, assigning, among other things, all right, title and interest in and to the 448 Patent Portfolio from Assignor to Assignee.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which hereby is acknowledged, Assignor does hereby sell, assign, transfer, and convey unto Assignee its entire right, title and interest in and to the 448 Patent Portfolio, including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the applications and registrations for the 448 Patent Portfolio (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the 448 Patent Portfolio.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by an authorized officer on this 30 day of July, 2019.

ASSIGNOR: Guilherme H. C. Cantuaria


STATE OF GEORGIA)

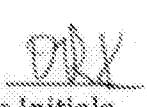
) ss.

COUNTY OF Fulton)

On July 30, 2019, before me, the undersigned notary public in and for said County and State, personally appeared Guilherme H. C. Cantuaria, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she executed the same in his/her authorized capacity(ies) and that, by her signature(s) on the instrument, the


Assignor Initials

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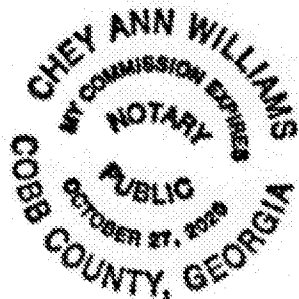

Assignee Initials

person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Chey Ann Williams

My commission expires on 10/27/2020



AL

Assignor Initials

DLK

Assignee Initials

**ATTACHMENT 1
PATENTS**

448 Patent Portfolio

Ethanolamine-based lipid biosynthetic compounds, method of making and use thereof

Patent number: 10213448

Abstract: A method for treating cancer is disclosed. The method comprises administering to a subject in need thereof, an effective amount of a pharmaceutical composition comprising monoethanolamine, its prodrug or hybrid molecule or a pharmaceutically acceptable salt thereof, and a pharmaceutically effective carrier. Also disclosed is a composition comprising monoethanolamine or a pharmaceutically acceptable salt thereof and a pharmaceutically effective carrier, wherein the pharmaceutical composition is formulated for oral, intravenous, intraperitoneal, subcutaneous, dermal, or intranasal administration.

Type: Grant

Filed: March 24, 2017

Date of Patent: February 26, 2019

Assignee: NOVAZOI THERANOSTICS, INC.

Listed Inventors: Ritu Aneja, Venkata Subba Rao Mukkavilli


Assignor Initials


Assignee Initials

**EXHIBIT C
ENCUMBRANCES**

None noted.


Assignor Initials

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Assignee Initials