# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
FLOYD E. ROMESBERG	02/07/2019
YORKE ZHANG	02/07/2019

### **RECEIVING PARTY DATA**

Name:	THE SCRIPPS RESEARCH INSTITUTE
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State/Country:	CALIFORNIA
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# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16546100

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ATTORNEY DOCKET NUMBER:	46085-707.302
NAME OF SUBMITTER:	LORI FORD
SIGNATURE:	/Lori Ford/
DATE SIGNED:	08/20/2019

# **Total Attachments: 2**

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**PATENT REEL: 050108 FRAME: 0635** 505631269

#### PATENT ASSIGNMENT

Docket Number 46085-707.831

WHEREAS, the undersigned:

1. Floyd E. ROMESBERG 8109 Camino del Sol La Jolla, CA 92037 2. Yorke ZHANG 4531 Lisann Street San Diego, CA 92117

(hereinafter "Inventor(s))," have invented certain new and useful improvements in

#### NOVEL NUCLEOSIDE TRIPHOSPHATE TRANSPORTER AND USES THEREOF

for which Application No. 16/312.901, a U.S. National Phase of PCT/US2017/039133, filed on June 23, 2017 in the U.S. Receiving Office of the Patent Cooperation Treaty, was filed with the United States Patent & Trademark Office on <u>December 21, 2018</u>.

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, The Scripps Research Institute, a corporation of the State of Delaware, having a place of business at 10550 N. Torrey Pines Rd., La Jolla, CA 92037, USA, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is

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PATENT ASSIGNMENT	Docket Number 46085-707.831			
deemed an original, but all of which together constitute one and the same agreement.				
IN WITNESS WHEREOF, said Inventor(s) have executed a below:	nd delivered this instrument to said Assignee as of the dates written			
Date, 2/3/2019 CFlord E. ROMESBERG				
PIONE S. NOMESBERG				
A notary public or other officer completing this certificate verifies only the identity of the indiaccuracy, or validity of that document	vidual who signed the document to which this certificate is attached, and not the multifulness,			
state of <u>California</u>				
County of San Diego	and the second s			
on February 7, 209 before me, Bethany M. C.	mindell, Notacy Public  Here Insert Name and Title of the Officer			
personally appeared Floyd E. ROMESBERG				
	of Signer(s)			
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are so the providence of the person of the instrument the pe	rson(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the			
the state of the standard that the standard	State of California that the foregoing paragraph is true and correct WITNESS my hand and official seal.			
BETHANY N. CHANGELL & COMM. #2208083 . K	Southern M. Callet			
Notary Public - California & San Diego County	Signature Signature of Notary Public			
Manufacturation of Costs Explose 48 38 284				
Place Notary Seal Above				
Date: 2/7/19 Vord ZHANG				
A notary public or other officer completing this certificate verifies only the identity of the indiaccuracy, or validity of that document.	vidual who signed the document to which this certificate is attached, and not the truthfulness.			
State of California	•			
County of San Diago	and the second of the second			
on February \$, 2011 before me, Bethany M. C.	andell, Notary Hubico			
personally appeared Yorke ZHANG	Here mach faunc und rige of the Officer			
	of Signer(v)			
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are so his ker/their anthorized capacity(ies), and that be his her/their signature(s) on the instrument the pe	rson(s), or the entity upon behalf of which the person(s) acted, executed the instrument.			
I certify under PENALTY OF PERJURY under the laws of t				
WITNESS my hand and official seal				
Notary Public - California & Jatzar Mounty				
Sign Diego County  Signature Signature Of Notary Public  Signature of Notary Public				
Place Natary Seal Above				
	The Contract Process to State			
RECEIVED AND AGREED TO BY ASSIGNEE:	The Scripps Research Institute			
Date: 2/8/2019	By: Sham Jaki			
<i>f f</i>	Name: Thomas Fitting, Ph.D., Esq.			
	Title: Chief Patent Counsel			
	THE CHIEF CHIEF COMMON			

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**RECORDED: 08/20/2019**