

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5803067

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JEAN-MARC LAPIERRE	01/26/2016
SUDHARSHAN EATHIRAJ	01/27/2016
NIVEDITA NAMDEV	01/26/2016
BRIAN SCHWARTZ	01/26/2016
YUSUKE OTA	02/03/2016
TAKAYUKI MOMOSE	02/04/2016
TOMOYUKI TSUNEMI	02/10/2016
HIROAKI INAGAKI	02/04/2016
KIYOSHI NAKAYAMA	02/12/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ARQULE, INC.
<b>Street Address:</b>	ONE WALL STREET
<b>City:</b>	BURLINGTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01803
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16672971
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)842-7899
<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>	
<b>Phone:</b>	617-937-2300
<b>Email:</b>	jsteinfield@cooley.com
<b>Correspondent Name:</b>	COOLEY LLP
<b>Address Line 1:</b>	1299 PENNSYLVANIA AVENUE NW
<b>Address Line 2:</b>	SUITE 700
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004
<b>ATTORNEY DOCKET NUMBER:</b>	ARQL-097C02US 030602-3091
<b>NAME OF SUBMITTER:</b>	CHEN CHEN (REG. NO. 73384)

PATENT

<b>SIGNATURE:</b>	/Chen Chen/
<b>DATE SIGNED:</b>	11/04/2019
<b>Total Attachments: 13</b> source=ARQL097C02USAssignment#page1.tif source=ARQL097C02USAssignment#page2.tif source=ARQL097C02USAssignment#page3.tif source=ARQL097C02USAssignment#page4.tif source=ARQL097C02USAssignment#page5.tif source=ARQL097C02USAssignment#page6.tif source=ARQL097C02USAssignment#page7.tif source=ARQL097C02USAssignment#page8.tif source=ARQL097C02USAssignment#page9.tif source=ARQL097C02USAssignment#page10.tif source=ARQL097C02USAssignment#page11.tif source=ARQL097C02USAssignment#page12.tif source=ARQL097C02USAssignment#page13.tif	

## ASSIGNMENT

Jean-Marc Lapierre, Sudharshan Eathiraj, Nivedita Namdev, Brian Schwartz, Yusuke Ota, Takayuki Momose, Tomoyuki Tsunemi, Hiroaki Inagaki, and Kiyoshi Nakayama (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **TETRAHYDROPYRANYL AMINO-PYRROLOPYRIMIDINONE AND METHODS OF USE THEREOF**, and which is a:

- (1) ☐ provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☐ bearing Application No. , and filed on ;
- (2) ☒ non-provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☒ bearing Application No. **14/757,745**, and filed on **December 23, 2015**; and/or
- (3) ☒ PCT application
  - (a) ☒ bearing Application No. **PCT/US2015/000285**, and filed on **December 23, 2015**.
- (4) ☐ a patent application bearing Serial No. , and filed on ;  
and/or
- (5) ☐ attached hereto.

**WHEREAS, ArQule Inc.**, a corporation having its principal place of business at One Wall Street, Burlington, Massachusetts 01803, 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.

**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 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.

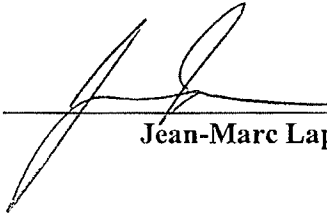
The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right,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

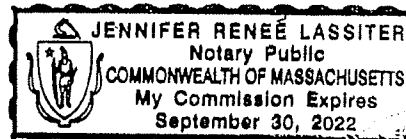
The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 1/26/2016 By:   
Jean-Marc Lapierre

State of Massachusetts  
County of Middlesex ) ss.  
On January 26, 2016 before me, Jennifer Renee Lassiter  
Notary Public, personally appeared Jean-Marc Lapierre, 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.

Jennifer Renee Lassiter  
Signature of Notary Public



Place Notary Seal Above

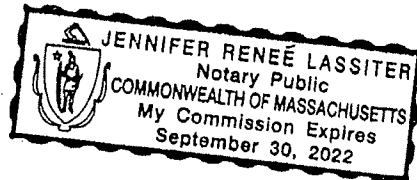
My Commission Expires: 9/30/2022

Date: Jan, 27<sup>th</sup>, 2016 By: *Sudharshan Eathiraj*  
Sudharshan Eathiraj

State of Massachusetts  
County of Middlesex ) ss.  
On January 27, 2016, before me, Jennifer Renee Lassiter  
Notary Public, personally appeared Sudharshan Eathiraj, 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.

Jennifer Renee Lassiter  
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: 9/30/2022

Date: 01/26/2016

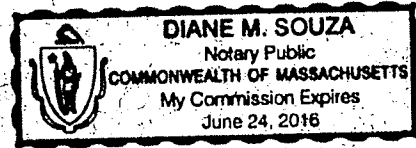
By: Nivedita Namdev  
Nivedita Namdev

Commonwealth  
State of Massachusetts )  
 ) ss.  
County of Suffolk )

On January 26, 2016, before me, Diane M. Souza,  
Notary Public, personally appeared Nivedita Namdev, 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.

Diane M. Souza  
Signature of Notary Public

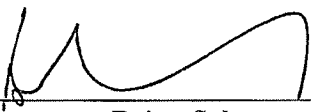


Place Notary Seal Above

My Commission Expires: 6.24.16



Date: 26 Jan 2016

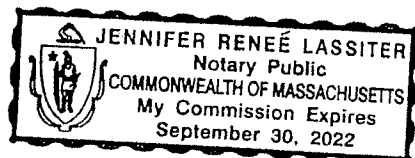
By:   
Brian Schwartz

State of Massachusetts  
County of Middlesex ss.

On January 26, 2016, before me, Jennifer Renee Lassiter  
Notary Public, personally appeared Brian Schwartz, 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.

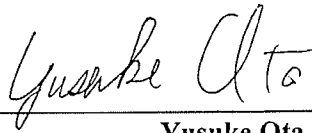
Jennifer Renee Lassiter  
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: 9/30/2022

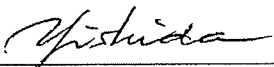
Date: February 3, 2016

By:   
Yusuke Ota

IN WITNESS WHEREOF, I, Yohei Ishida, hereby  
declare

(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the  
assignment.

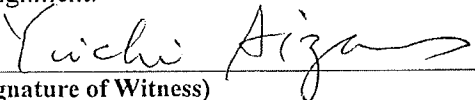
  
(Signature of Witness)

Date: February 3, 2016

IN WITNESS WHEREOF, I, Yuichi Aizawa, hereby  
declare

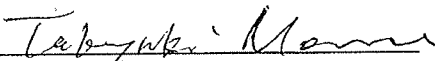
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the  
assignment.

  
(Signature of Witness)

Date: February 3, 2016


Date: February 4, 2016

By:   
Takayuki Momose

IN WITNESS WHEREOF, I, Yohei Ishida, hereby  
declare

(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the  
assignment.

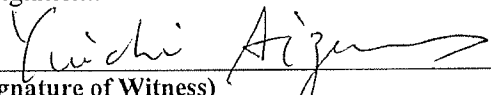
  
(Signature of Witness)

Date: February 4, 2016

IN WITNESS WHEREOF, I, Yuichi Aizawa, hereby  
declare

(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the  
assignment.

  
(Signature of Witness)

Date: February 4, 2016

Date: February 10, 2016

By: Tomoyuki Tsunemi  
Tomoyuki Tsunemi

IN WITNESS WHEREOF, I, Noriko Maeda, hereby  
declare

(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the  
assignment.

Noriko Maeda  
(Signature of Witness)

Date: February 10, 2016

IN WITNESS WHEREOF, I, Kouichi Uoto, hereby  
declare

(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the  
assignment.

Kouichi Uoto  
(Signature of Witness)

Date: February 10, 2016

Date: February 4, 2016 By: *Hiroaki Inagaki*  
Hiroaki Inagaki

IN WITNESS WHEREOF, I, Yohei Ishida, hereby  
declare

(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the  
assignment.

*Yishida*  
(Signature of Witness)

Date: February 4, 2016

IN WITNESS WHEREOF, I, Yuichi Aizawa, hereby  
declare

(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the  
assignment.

*Yuichi Aizawa*  
(Signature of Witness)

Date: February 4, 2016

Date: February 12, 2016 By: Kiyoshi Nakayama  
Kiyoshi Nakayama

IN WITNESS WHEREOF, I, Yohei Ishida, hereby  
declare

(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the  
assignment.

Y. Ishida  
(Signature of Witness)

Date: February 12, 2016

IN WITNESS WHEREOF, I, Yuichi Aizawa, hereby  
declare

(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the  
assignment.

Yuichi Aizawa  
(Signature of Witness)

Date: February 12, 2016

For and on behalf of ASSIGNEE:

Date: 2/11/2016

By: 

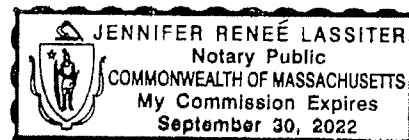
Name: Peter S. Lawrence  
Title: President and Chief Operating Officer  
Company: ArQule Inc.

State of MASSACHUSETTS  
County of Middlesex ss.

On February 11, 2016, before me, Jennifer Renee Lassiter,  
Notary Public, personally appeared Peter S. Lawrence,  
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



Place Notary Seal Above

My Commission Expires: 9/30/2022