

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5852231

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
ACETYLON PHARMACEUTICALS, INC.	12/16/2016

RECEIVING PARTY DATA

Name:	REGENACY PHARMACEUTICALS, LLC
Street Address:	303 WYMAN STREET
Internal Address:	SUITE 300
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02451

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16433386

CORRESPONDENCE DATA

Fax Number: (857)300-4001

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: 857-300-4003

Email: bostonpatent@lathropgage.com,dvincent@lathropgage.com,dpstein@lathropgage.com

Correspondent Name: BRIAN C. TRINQUE

Address Line 1: LATHROP & GAGE LLP

Address Line 2: 28 STATE STREET

Address Line 4: BOSTON, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	612974: RGT-026DIVCON
NAME OF SUBMITTER:	BRIAN C. TRINQUE, PH.D., ESQ.
SIGNATURE:	/BRIAN C. TRINQUE/
DATE SIGNED:	12/05/2019

Total Attachments: 7

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PATENT ASSIGNMENT AND TRANSFER AGREEMENT

This Patent Assignment and Transfer Agreement (this "Assignment Agreement") is made this December 16, 2016 ("Effective Date"), by and between Acetylon Pharmaceuticals, Inc., a Delaware corporation ("Assignor"), and Regency Pharmaceuticals, LLC, a Delaware limited liability company and wholly-owned subsidiary of Assignor ("Assignee"). Assignor and Assignee are individually referred to as "Party" and collectively referred to as "Parties." Capitalized words and terms used but not otherwise defined herein shall have the respective meanings given to them in the Contribution Agreement dated as of the date hereof, by and between Assignor and Assignee (the "Contribution Agreement"). This Assignment Agreement is incorporated by reference into the Contribution Agreement under which Assignor has agreed, pursuant to the terms and conditions of the Contribution Agreement and subject to the terms and conditions recited therein, to irrevocably sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title and interests in and to (a) any and all patents and patent applications (provisional and non-provisional, including any underlying invention disclosures, abandoned or expired applications) anywhere in the world identified in Schedule A hereto, (b) all divisionals, continuations, continuations-in-part thereof, or any other patent application claiming priority, or entitled to claim priority, directly or indirectly to (i) any such patents or patent applications or (ii) any patent or patent application from which such patents or patent applications claim, or is entitled to claim, direct or indirect priority, and (c) all patents issuing from any of the foregoing anywhere in the world, together with all registrations, reissues, re-examinations, patents of addition, renewals, supplemental protection certificates, or extensions of any of the foregoing anywhere in the world wherein any of the foregoing may be subject to other forms of foreign equivalent protection and registration under all applicable treaties, conventions or international agreements (collectively, "Patents").

WHEREAS, Assignee desires to acquire, and Assignor desires to transfer to Assignee, ownership of the Patents through the transfer of all of Assignor's rights, title and interests, benefits and privileges to the Patents, including all rights appurtenant thereto;

WHEREAS, Assignor entirely, wholly, absolutely and completely relinquishes any and all claims to the ownership of any rights, interests and title to the Patents; and

WHEREAS, this Assignment Agreement shall be deemed to be a full legal and formal equivalent of any document, which may be required, in any country for proof of right of Assignee to obtain and/or apply for any form of proprietary protection for the Patents and to claim the aforementioned benefit of the right of priority for such Patents identified herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1) Assignor does hereby irrevocably and without reservation:
 - a) assign, sell, convey and transfer to Assignee all of Assignor's rights, title and interests, including all rights appurtenant thereto, in and to all Patents; and any and all

- rights and privileges under any and all forms of United States or foreign protection outside of the United States claimable under the Patents and/or Patent applications, including foreign equivalents thereof, which is commensurate with the full term of the granted Patent;
- b) authorize the Commissioner of Patents, and any officials of foreign countries to the United States, whose duty it is to issue patents or any legal equivalent thereof, to issue any and all Patents to the Assignee or register the Patents in the name of the Assignee; and
 - c) assign, sell, convey or transfer any and all of Assignor's past, present or future claims, if any, for damages or equitable relief and rights to assert any legal or equitable claims under any legal proceedings, including the right to bring claims and/or settle claims in connection with the Patents.
- 2) Upon Assignee's reasonable request, and without additional consideration, Assignor shall provide Assignee with copies of pertinent documents relating to the Patents as are possessed by Assignor, and will testify, at Assignee's expense, to the same in any infringement, litigation or administrative proceeding related thereto; and Assignor will execute and deliver to Assignee, or its legal representatives, any and all papers, instruments or affidavits required to confirm, apply for, obtain, maintain, issue, defend and/or enforce the rights in and to the Patents and to confirm assignment and ownership of the Patents. Assignor, when requested and at the expense of Assignee, shall execute and deliver to Assignee such documents as are reasonably requested by Assignee to effectuate the purpose of this Assignment Agreement.
 - 3) Assignee acknowledges and agrees that it is responsible for any and all United States and foreign filing fees, prosecution fees, application fees, agent fees, attorney's fees, maintenance fees, annuities, and any other associated costs, fees and expenses related to the Patents, whether accrued before, on or following the Effective Date.
 - 4) Assignor does not, expressly or by implication, make any representations or warranties by either Party regarding (i) the ownership, title, nature, condition, amount or value of any Patents, (ii) any consents, waivers or approvals from any governmental authorities and other third parties that are required to be obtained in connection with the transactions contemplated by this Assignment Agreement, or (iii) the absence of security interests, liens, claims and other encumbrances with respect to the Patents. Assignor is transferring all of the Patents to Assignee on an "as is, where is" basis. Assignee has not relied on any representations, warranties, statements or information provided by Assignor, its employees, representatives or agents or any other person or entity regarding the Patents, and all such representations, warranties, statements or information are disclaimed in full.
 - 5) Except as expressly permitted by the terms hereof, neither this Assignment Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party without the prior written consent of the other Party. This Assignment Agreement (i) shall be binding upon and inure to the benefits of the Parties and their respective successors

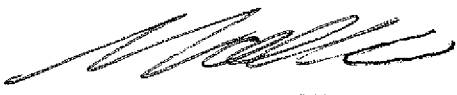
and assigns and is not intended to confer upon any other Person any rights or remedies hereunder and (ii) may be executed in two or more counterparts, each such counterpart being deemed an original instrument, and all such counterparts will together constitute the same agreement. Any such counterpart, to the extent delivered by means of a fax machine or electronic transmission shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

- 5) THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE OF DELAWARE THAT WOULD GIVE APPLICATION TO THE LAWS OF ANY OTHER JURISDICTION, AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE AND REMEDIES. Each Party irrevocably consents to the exclusive jurisdiction and venue in the court of the United States seated in the Southern District of the State of New York (or, if such court declines to accept jurisdiction over a particular matter, any state court located in the State of New York) in connection with any matter based upon or arising out of this Assignment Agreement or the transactions contemplated hereby. Each Party waives and covenants not to assert or plead any objection that such Party might otherwise have to such jurisdiction, venue and process. Each Party hereby agrees not to commence any legal proceedings relating to or arising out of this Assignment Agreement or the transactions contemplated hereby in any jurisdiction or courts other than as provided herein.

*[Remainder of page intentionally left blank;
Signatures follow]*

IN WITNESS WHEREOF, the undersigned has executed this Assignment Agreement as of the Effective Date.

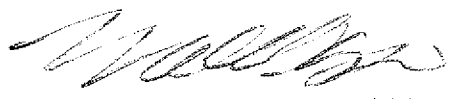
ACETYLON PHARMACEUTICALS, INC.

By: 

Name: Walter Ogier

Title: Chief Executive Officer

REGENACY PHARMACEUTICALS, LLC

By: 

Name: Walter Ogier

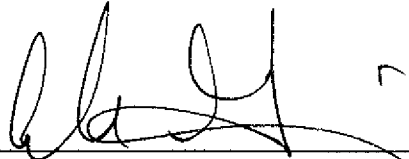
Title: Chief Executive Officer

UNITED STATES OF AMERICA)

STATE OF Massachusetts---

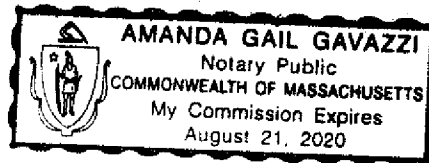
COUNTY OF Suffolk ---)

BEFORE ME, the undersigned authority, on this 15th day of December 2016, personally appeared Walter Ogier, President and Chief Executive Officer of Acetylon Pharmaceuticals, Inc., a Delaware corporation, on behalf of said corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that such person executed the same of such person's own free will for the purposes and consideration therein expressed.



Notary Public
My Commission Expires: 8/21/20

[SEAL]



[Signature Page to Patent Assignment and Transfer Agreement]

SCHEDULE A

PATENTS

Country	Application No.	Patent No.	Family
US	61/721,881		ACT-003-1
US	61/778,231		ACT-003-2
US	61/889,276		ACT-003-3
US	14/069,741	9,145,412	ACT-003
US	14/824,831	9,421,212	ACT-003DV
US	15/214,061		ACT-003DV2
US	61/759,732		ACT-009-1
US	61/923,023		ACT-009-2
US	14/169,732	9,096,549	ACT-009
WO	PCT/US14/14128		ACT-009PC
US	14/169,775	9,139,583	ACT-009B
US	14/753,913		ACT-009DV
EP	14745382.3		ACT-009EP
JP	2015-556168		ACT-009JP
HK	16102743.8		ACT-009EPHK
US	62/088,173*		ACT-022-1
US	14/959,317*		ACT-022
WO	PCT/US15/63959*		ACT-022PC
US	62/061,200		ACT-023-1
US	62/088,007		ACT-023-2
US	62/189,049		ACT-023-3
US	62/195,565		ACT-023-4
US	14/878,536		ACT-023US
WO	PCT/US15/54666		ACT-023PC
US	62/091,221		ACT-026-1
US	62/238,931		ACT-026-2
US	14/966,556		ACT-026
WO	PCT/US15/65289		ACT-026PC
US	62/169,528		ACT-029-1
US	15/170,335*		ACT-029
US	62/148,851		ACT-031-1
US	62/250,638		ACT-031-2
US	15/130,351		ACT-031
WO	PCT/US16/27823		ACT-031PC
US	62/246,965		ACT-037-1
US	62/281,990		ACT-037-2
US	15/335,971		ACT-037
WO	PCT/US16/59075		ACT-037PC
US	62/289,675		ACT-042-1

US	To be Filed		ACT-053-1
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*Co-owned