

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5874318

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CRYSTALLICS B.V.	10/21/2019
RECEIVING PARTY DATA	
Name:	VENATORX PHARMACEUTICALS, INC.
Street Address:	30 SPRING MILL DRIVE
City:	MALVERN
State/Country:	PENNSYLVANIA
Postal Code:	19355
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16491116
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	41223-723.831
NAME OF SUBMITTER:	MELISSA SANCHEZ
SIGNATURE:	/MELISSA SANCHEZ/
DATE SIGNED:	12/18/2019
Total Attachments: 2	
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CORPORATE TO CORPORATE PATENT ASSIGNMENT

Docket Number 41223-723.831

CRYSTALLICS B.V., a corporation incorporated under the laws of the Netherlands, having a place of business at Meibergdreef 31, 1105 AZ Amsterdam, The Netherlands (the "Assignor"), desires to assign its entire right, title and interest in and to the Inventions and Assigned Patents (each, as defined below) to VenatoRx Pharmaceuticals, Inc., a corporation incorporated under the laws of the State of Delaware having a place of business at 30 Spring Mill Drive, Malvern, PA 19355, (the "Assignee"), and Assignee desires to acquire such right, title and interest, all on the terms and conditions set forth in this Patent Assignment.

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

1. Said Assignor has obtained an undivided interest in the entirety in and to certain new and useful inventions and improvements disclosed in the following patent(s) and patent application(s):

SOLID FORMS AND COMBINATION COMPOSITIONS COMPRISING A BETA-LACTAMASE INHIBITOR AND USES THEREOF

- for which application serial number 16/491,116 was filed on September 4, 2019, in the United States Patent and Trademark Office
- for which a PCT application serial number PCT/2018/020968 was filed on March 5, 2018, in the US Receiving Office of the Patent Cooperation Treaty
- for which application serial numbers 63/564,989 and 62/564,990 were filed on September 28, 2017, in the United States Patent and Trademark Office
- for which application serial numbers 62/467,750 and 62/467,752 were filed on March 6, 2017, in the United States Patent and Trademark Office

(the "Listed Patent(s)"). As used herein: "Assigned Patents" means (a) the Listed Patent(s), (b) all Patents that share priority with or claim priority to or from the Listed Patent(s), including each and every Patent that is a divisional, substitution, continuation, continuation-in-part, non-provisional, or national phase application of any of the Listed Patent(s), (c) all Patents applied for on an invention disclosed within the Patents included in foregoing subclauses (a)-(b), (d) each and every Patent granting, issuing or reissuing from any of the foregoing under subclauses (a)-(c), (e) each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing under subclauses (a)-(d), and (f) each and every Patent filed outside the United States and corresponding to any of the foregoing under subclauses (a)-(e). "Patents" means (i) patents, certifications of inventions, inventor's certificates and other forms of protection granted on any invention 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, and (ii) applications therefor (whether provisional, converted provisional, utility, design, plant, utility model, non-provisional or otherwise).

2. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to the Assigned Patents, including the right to claim priority to and from said Assigned Patents; (b) in and to the inventions disclosed in the Assigned Patents, and in and to all embodiments of the inventions (the "Inventions") and (c) in and to all claims for past, present and future infringement of the Assigned Patents, 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 Assigned Patents.

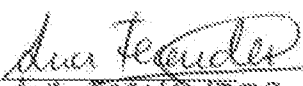
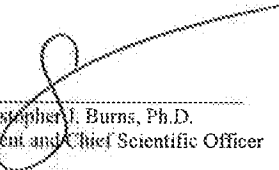
3. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Assignor 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 filing, prosecuting or maintaining any of the Assigned Patents; (c) for filing, prosecuting or maintaining applications for reissuance of any said Assigned Patents; (d) for interference or other priority proceedings involving said Assigned Patents or Inventions; and (e) for legal proceedings involving said inventions or Assigned Patents, 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 Assignor in providing such cooperation shall be paid for by said Assignee.

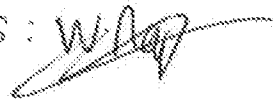
4. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, and assigns, and shall be binding upon said Assignor and its assigns.

5. Said Assignor hereby warrants, represents and covenants that Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

6. Said Assignor hereby requests that any Assigned Patents issuing or granting in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued or granted in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors and assigns.

7. This instrument will be interpreted and construed in accordance with the laws of Delaware 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 deemed an original, but all of which together constitute one and the same agreement.

CORPORATE TO CORPORATE PATENT ASSIGNMENT		Docket Number 41223-723.831
IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below:		
AGREED TO BY ASSIGNOR: CRYSTALLICS B.V. Date: <u>10/21/19</u> Signature: <u></u> Name: <u>ANA FERNANDEZ</u> Title: <u>BUSINESS UNIT DIRECTOR</u>		
RECEIVED AND AGREED TO BY ASSIGNEE: VenatoRx Pharmaceuticals, Inc. Date: <u>11-2-19</u> Signature: <u></u> Name: <u>Christopher J. Burns, Ph.D.</u> Title: <u>President and Chief Scientific Officer</u>		

Witness: 

Name: MIEKE NAP

Date: 10/21/2019

Address: MEIBERGOREEF 31
 1105 A2 AMSTERDAM
 THE NETHERLANDS