# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5948630

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

## **CONVEYING PARTY DATA**

Name	Execution Date
CHERYL A. GRICE	12/19/2017
NICOLE S. WHITE	12/19/2017
JOEL P. ZINGERMAN	12/18/2017
HIBRENIGUSS TEREFE	12/11/2017
ISAAC GHEBRE-SELLASSIE	12/11/2017

## **RECEIVING PARTY DATA**

Name:	ABIDE THERAPEUTICS, INC.
Street Address:	10835 ROAD TO THE CURE
Internal Address:	SUITE 250
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16349042

# **CORRESPONDENCE DATA**

Fax Number: (650)493-6811

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: 6504939300

Email: patentdocket@wsgr.com, gmetcalf@wsgr.com, WILSON SONSINI GOODRICH & ROSATI **Correspondent Name:** 

650 PAGE MILL ROAD Address Line 1:

Address Line 4: PALO ALTO, CALIFORNIA 94304-1050

ATTORNEY DOCKET NUMBER:	46234-735.831
NAME OF SUBMITTER:	GISELE METCALF
SIGNATURE:	/Gisele Metcalf/
DATE SIGNED:	02/05/2020

**Total Attachments: 5** 

**PATENT REEL: 051732 FRAME: 0230** 

505901929

source=46234-735.601 PCT Assignment#page1.tif	
source=46234-735.601 PCT Assignment#page2.tif	
source=46234-735.601 PCT Assignment#page3.tif	
source=46234-735.601 PCT Assignment#page4.tif	
source=46234-735.601 PCT Assignment#page5.tif	

PATENT REEL: 051732 FRAME: 0231

#### PATENT ASSIGNMENT

Docket Number 46234-735.601

WHEREAS, the undersigned:

- Cheryl A. GRICE 924 Springwood Lane Encinitas, California 92024, US
- Nicole S. WHITE 3672 Caminito Cielo Del Mar San Diego, California 92130, US
- Joel P. ZINGERMAN 1712 Catalpa Road Carlsbad, California 92011, US

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

### PHARMACEUTICAL FORMULATIONS

☑ for which a PCT application serial number <u>PCT/US17/061871</u> was filed on <u>November 15, 2017</u>, in the United States Receiving Office of the Patent Cooperation Treaty;

(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, ABIDE THERAPEUTICS, INC., a corporation of the State of Delaware, having a place of business at 10835 Road to the Cure, Suite 250, San Diego, California 92121, US, (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).
- 2. 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 deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

PATENT ASSIGNMENT	Docket Number <u>46234-735.601</u>
Date: 12/19/17 Cherryl A. GRICE	
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the accuracy, or validity of that document.	he document to which this certificate is attached, and not the truthfulness,
State of California ) County of 5000 (2000)	
on December 19, 2017 before mc. Widd Layne F	Notary Public , Notary Public
personally appeared Cheryl A. GRICE	
Name(s) of Signer(s)	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(instrument.	
NICOLA JAYNE ELLIS Commission # 2092783 Notary Public - California San Diego County My Comm. Expires Dec 8, 2018	State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  Signature  Signature of Notary Public
Place Notary Seal Above	
Nicole S. WHITE	
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the accuracy, or validity of that document.	ne document to which this certificate is attached, and not the truthfulness,
State of California OLEGO ) County of SCOOLEGO )	·
on December 19, 297 before mc. NICOLO JOYNE Elli Date Here Ins	. Notary Public ert Name and Title of the Officer
personally appeared Nicole S. WHITE	
Name(s) of Signer(s)	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the name in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(nstrument.	
NICOLA JAYNE ELLIS Commission # 2092783 Notary Public - California San Diego County My Comm. Expires Dec 8, 2018	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  Signature  Signature of Notary Public

· · · · · · · · · · · · · · · · · · ·	_
PATENT ASSIGNMENT	Docket Number <u>46234-735.601</u>
Joel P. ZINGERMAN	
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document accuracy, or validity of that document.	to which this certificate is attached, and not the truthfulness,
State of California ) County of 500 Diego )	·
on December 18, 2017 before me, NICO or Jayne Ells Here Insert Name an	, Notary Public d Title of the Officer
personally appeared Joel P. ZINGERMAN  Name(s) of Signer(s)	· · · · · · · · · · · · · · · · · · ·
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrusion in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entire instrument.	unent and acknowledged to me that he/she/they executed the nity upon behalf of which the person(s) acted, executed the
NICOLA JAYNE ELLIS State of Commission # 2092783	fy under PENALTY OF PERJURY under the laws of the f California that the foregoing paragraph is true and correct.  ESS my hand and official seal.  Ire Signature of Notary Public
Place Notary Seal Above	
Date: President and Chief Executive Officer	

#### PATENT ASSIGNMENT

Docket Number 46234-735.601

WHEREAS, the undersigned:

Hibreniguss TEREFE
 1320 Powderhorn Place
 Piscataway, New Jersey 08876, US

Isaac GHEBRE-SELLASSIE
 Meadow Bluff Road
 Morris Plains, New Jersey 07950, US

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

# PHARMACEUTICAL FORMULATIONS

☑ for which a PCT application serial number PCT/US17/061871 was filed on November 15, 2017, in the United States Receiving Office of the Patent Cooperation Treaty;

(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, ABIDE THERAPEUTICS, INC., a corporation of the State of Delaware, having a place of business at 10835 Road to the Cure, Suite 250, San Diego, California 92121. US, (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).
- 2. 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 Assignce.
- 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 deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

12/1//7	PATENT ASSIGNMENT		Docket Number <u>46234-735,601</u>
Due: Hi	M. Solve Dreniguss TEREFE		
Witness: Signature MACHAC (printed name)  Date: 12/1/20	100 117	Signature Daye Baum (printed name)  Date: 12/11/2017	
Address: 16 9 MB157B		Address: 169 Meisher	
SOMBRUILLE,	<u>NJ 08869</u>	Somerville, NJ	<u>088</u> 69
Date: 13 11 17 Isa.	ac GHEBRE-SELLASSIE		
Signature . MACHAD (printed name)	10	Witness: Dave Baum Signature Dave Baum (printed name)	· ·
Date: 12/11/20 Address: 450 4451	<u>/7</u>	Date: 12/11/2017 Address: 11.0. AA of all	Λ .
SOMERVILLE	<del></del>	Somerville, NJ	
RECEIVED AND AGREED TO BY ASSIGNEE: ABIDE THERAPEUTICS, INC.  Date: 131313017  Signature: R Alán B'Ezekowitz r'  Title: President and Chief Executive Officer			

**RECORDED: 02/05/2020**