

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5957437

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PHARMARON, INC.	09/11/2017
RECEIVING PARTY DATA		
Name:	ACTUATE THERAPEUTICS INC.	
Street Address:	1401 FOCH ST.	
Internal Address:	SUITE 140	
City:	FORT WORTH	
State/Country:	TEXAS	
Postal Code:	76107	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16638303
CORRESPONDENCE DATA		
Fax Number:	(215)568-3439	
<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>		
Email:	assignments@woodcock.com	
Correspondent Name:	BAKER & HOSTETLER LLP	
Address Line 1:	2929 ARCH STREET, CIRA CENTRE	
Address Line 2:	12TH FLOOR	
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19104	
ATTORNEY DOCKET NUMBER:	094885.000033	
NAME OF SUBMITTER:	VALERIE CHICCHI	
SIGNATURE:	/Valerie Chicchi/	
DATE SIGNED:	02/11/2020	
Total Attachments: 4		
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ASSIGNMENT

This Assignment (this "Assignment") is made and entered into as of the date of execution (the "Effective Date"), by and among

Yamin Zhang, with the I.D. No. 320404197409073138 and the address at No. 6, TaiHe Road, BDA Beijing, 100176 P.R. China (the "Inventor");

Pharmaron, Inc., having its principal place of business at 201 E. Jefferson Street, Suite #304, Louisville, Kentucky 40202 with a mailing address at 6 Venture, Suite 250, Irvine, California 92618 ("Pharmaron"); and

Actuate Therapeutics Inc., having its principal place of business at 1401 Foch St, Suite 140, Fort Worth, TX 76107 ("Actuate").

In this Assignment, Inventor, Pharmaron and Actuate may each be referred to as a "Party" and collectively as the "Parties".

WHEREAS, Actuate engaged Pharmaron to prepare 3-(5-Fluorobenzofuran-3-yl)-4-(5-methyl-5H-[1,3]dioxolo[4,5-f]indol-7-yl)pyrrole-2,5-dione. During the course of that engagement, the inventions disclosed, described, and/or claimed in U.S. Provisional Application No. 62/544,277 on August 11, 2017, entitled "Solid Forms of 3-(5-Fluorobenzofuran-3-yl)-4-(5-methyl-5H-[1,3]dioxolo[4,5-f]indol-7-yl)pyrrole-2,5-dione" (the "Subject Application") (collectively as the "Inventions") were made. The Inventions have obtained the foreign filing license from the State Intellectual Property Office of PRC;

WHEREAS, the Inventor is an employee of Pharmaron and involved in the development of solid forms of 3-(5-Fluorobenzofuran-3-yl)-4-(5-methyl-5H-[1,3]dioxolo[4,5-f]indol-7-yl)pyrrole-2,5-dione. The Inventor is an inventor of one or more inventions in the Subject Application;

WHEREAS, the Parties intend to confirm rights, title and interest in, to and under the Inventions;

NOW, THEREFORE, in consideration of the foregoing premises, any other relevant previous agreements and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Parties agree that the entire right, title, and interest in, to, and under the Inventions, and all applications for industrial property protection, including without limitation, all applications for patents, utility models, inventors' certificates, and designs that have been filed, and that may hereafter be filed, in any country, that disclose, describe, and/or claim the Inventions, including, without limitation, the Subject Application, and all extensions, renewals, and reissues of such applications, including all divisions and continuations in whole or in part; all patents granted on such applications in any country, and all extensions, renewals, and reissues of such patents, including all divisions and continuations in whole or in part; the right to file such applications in any country; and

the right to claim for such applications in any country the priority rights derived from the subject application under the International Convention for the Protection of Industrial Property, the Patent Laws of the United States, the Patent Laws of PRC, any other international agreement or protection, or the domestic laws of any country in which any such application is filed, as may be applicable hereunder, (collectively as the "Subject Rights") shall be the sole and exclusive property of Actuate.

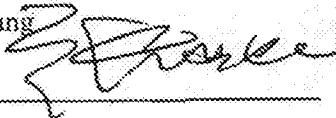
2. To the extent of necessary and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Inventor hereby sells, assigns, transfers, and sets over the Subject Rights to Pharmaron, its successors and legal representatives. Inventor will communicate to Pharmaron, its successors, legal representatives, and assigns, any facts known to Inventor respecting the Inventions, and testify in any legal proceeding, sign all lawful papers, execute all disclaimers and all divisional, continuing, reissue, and foreign applications, make all rightful oaths, deliver upon request all papers, documents, affidavits, or other instruments that may be necessary or helpful in the prosecution of any application for industrial property protection describing and/or claiming the Inventions, and generally do everything possible to aid Pharmaron, its successors, legal representatives, and assigns, to obtain and enforce proper protection for the Inventions in all countries.
3. Inventor hereby covenants and agrees that Inventor has full right to convey his or her entire interest herein assigned, and that Inventor has not executed, and will not execute, any agreement in conflict herewith.
4. To the extent of necessary and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pharmaron hereby sell, assign, transfer, and set over the Subject Rights to Actuate, its successors, legal representatives without further consideration. Pharmaron covenants and agrees that it will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the Actuate's rights on Subject Rights. Pharmaron will communicate to Actuate, its successors, legal representatives, and assigns, any facts known to me respecting the Inventions, and testify in any legal proceeding, sign all lawful papers, execute all disclaimers and all divisional, continuing, reissue, and foreign applications, make all rightful oaths, deliver upon request all papers, documents, affidavits, or other instruments that may be necessary or helpful in the prosecution of any application for industrial property protection describing and/or claiming the Inventions, and generally do everything possible to aid Actuate, its successors, legal representatives, and assigns, to obtain and enforce proper protection for the Inventions in all countries.
5. Pharmaron further covenant and agree that Pharmaron has full right to convey its entire interest herein assigned, and that Pharmaron has not executed, and will not execute, any agreement in conflict herewith.
6. Inventor and Pharmaron further covenant and agree that Inventor and Pharmaron will each time request is made and without undue delay, execute and deliver all such papers as

may be necessary or desirable to perfect the Actuate's rights, title and interest in, to and under the Subject Rights, at their own expense.

7. In the event that Inventor is entitled to any statutory right of first refusal in respect of Inventions according to the applicable laws, Inventor hereby waives and shall not exercise such statutory right of first refusal in respect of Inventions.
8. Pharmaron shall, at its own expense, complete registration of this Assignment under ministry of commerce of PRC or other applicable government authority for registration of technical importation and exportation.
9. In the event that Inventor is entitled to any award and remuneration in respect of Inventions according to the applicable laws, Pharmaron shall be responsible for such award and remuneration. Inventor and Pharmaron hereby waive any rights to request Actuate to bear such award and remuneration.
10. Pharmaron and Inventor hereby authorize and request the Commissioner of Patents and Trademarks of the United States, State Intellectual Property Office of PRC and any official of any country or countries foreign to the United States and PRC whose duty it is to issue patents on applications as aforesaid, to issue to Actuate as assignee of the entire right, title and interest, any and all Letters Patent for the Inventions, including any and all Letters Patent of the United States which may be issued and granted on or as a result of any applications in accordance with the terms of this Assignment.
11. This Agreement shall be governed, construed and interpreted by the laws of the state of Delaware, USA.

IN WITNESS WHEREOF, the undersigned, being properly authorized to execute this Assignment, hereunto sets their hand and seal.

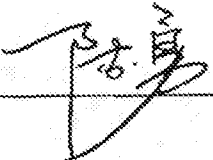
Yamin Zhang



Date:

2017.9.11

Witnessed by:



Date:

2017.9.11

Pharmaron Inc.

By: [Signature]
(Name)

Its: Chairman & CEO
(Title)

Date: Sept. 11, 2017

Witnessed by: Candace Li Date: Sept. 11, 2017

Actuate Therapeutics Inc.

By: [Signature]
(Name)

Its: President & CEO
(Title)

Date: 10/3/2017

Witnessed by: Sharon B Schmitt Date: 10/03/2017