PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5978202

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|--------------------|----------------|
| KUNWAR SHAILUBHAI | 02/12/2016 |
| GARY S. JACOB | 02/12/2016 |
| PATRICK H. GRIFFIN | 02/12/2016 |

RECEIVING PARTY DATA

| Name: | SYNERGY PHARMACEUTICALS, INC. |
|-------------------|-------------------------------|
| Street Address: | 420 LEXINGTON AVENUE |
| Internal Address: | SUITE 2012 |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10170 |

PROPERTY NUMBERS Total: 2

| Property Type | Number |
|---------------------|--------------|
| Application Number: | 62277329 |
| PCT Number: | US2017013017 |

CORRESPONDENCE DATA

Fax Number: (717)257-7580

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: 215-972-7734

Email: ipgroupmailbox@saul.com

Correspondent Name: KATHRYN DOYLE, SAUL EWING ARNSTEIN & LEHR LLP

Address Line 1: CENTRE SQUARE WEST

Address Line 2: 1500 MARKET STREET 38TH FLOOR
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19102

| ATTORNEY DOCKET NUMBER: | 376464-2101P1/2101US1 |
|-------------------------|---------------------------------|
| NAME OF SUBMITTER: | KATHRYN DOYLE |
| SIGNATURE: | /KATHRYN DOYLE, REG. NO. 36317/ |
| DATE SIGNED: | 02/24/2020 |

Total Attachments: 7

PATENT REEL: 051904 FRAME: 0302

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PATENT REEL: 051904 FRAME: 0303

ASSIGNMENT

Kunwar SHAILUBHAI, residing at 2707 Bald Eagle Circle, Audubon, PA 19403; Gary S. JACOB, residing at 171 East 84th Street. #16J, New York, NY 10028; and Patrick H. GRIFFIN, residing at 143 Bennett Avenue, Apt. 5J, New York, NY 10040 (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 <u>FORMULATIONS AND</u> METHODS FOR TREATING ULCERATIVE COLITIS, 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) |
| (3) | PCT application (a) bearing Application No., and filed on. |
| (4) | a patent application bearing Serial No., and filed on; |

WHEREAS, Synergy Pharmaceuticals, Inc., a corporation having its principal place of business at 420 Lexington Avenue, Suite 2012, New York, NY 10170 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

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Attorney Docket No.: SYPA-015/P01US 321994-2168

Application No.: 62/277,329; Filed: January 11, 2016

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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.

Kunwar SHAILUBHAI

| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. |
|--|
| State of <u>New York</u>) ss. County of <u>New York</u>) On <u>Jeb. 12, 2016</u> , before me, <u>Nevers K. Nammond</u> , Notary Public, personally appeared <u>Kurwar Shulubhai</u> , |
| On Feb. 12, 2016, before me, Therese K. Warmond, |
| Notary Public, personally appeared Author Vindinary, |
| 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. |
| REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: 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. |
| Theresa K. Danmond |
| Signature of Notary Public Place Notary Seal Above |
| |

THERESA K HAMMOND Notary Public - State of New York NO. 01HA4650925

Qualified in Suffolk County
My Commission Expires 1/3//20

PATENT

REEL: 051904 FRAME: 0307

My Commission Expires:

| Date: 12 February, 2016 By: By: |
|--|
| Gary S. JACOB |
| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. |
| State of New Jork) ss. County of New York) |
| On <u>Fet.</u> 12. 2016, before me, Iheresa K. Warmerth, Notary Public, personally appeared Hary Lacab, |
| |
| 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. |
| REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: 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. |
| Theresa L. Hammond |
| Signature of Notary Public Place Notary Seal Above |
| |
| My Commission Expires: |
| THERESA K HAMMOND Notary Public - State of New York |

NO. 01HA4650925

Qualified in Suffolk County
My Commission Expires 7/3//

Attorney Docket No.: SYPA-015/P01US 321994-2168

Application No.: 62/277,329; Filed: January 11, 2016

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| Date: | 2/12/16 |
|-------|---------|
| | |

By: Patrick H. GRIFFIN

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of Thew-York |
|--|
| County of Hew Joseph) ss. |
| On Feb. 12, 2016, before me, 1 heresa K. Hammong |
| Notary Public, personally appeared Patrick II. Hreffen, |
| 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. |
| REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: 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. |
| Theresa L. Hannord |
| Signature of Notary Public Place Notary Seal Above |
| THERESA K HAMMOND Notary Public - State of New York NO. 01HA4650925 Qualified in Suffolk County My Commission Expires 7/3/62-017 |

Attorney Docket No.: **SYPA-015/P01US 321994-2168**Application No.: 62/277,329; Filed: January 11, 2016
Page 7 of 7

Gary S. Jacob, Ph.D.

Company: Synergy Pharmaceuticals, Inc.

President and Chief Executive Officer

PATENT REEL: 051904 FRAME: 0310

| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. | |
|--|--|
| | |
| State of New York | |
| State of <u>Hew York</u>) County of <u>Hew York</u>) On <u>Feb.</u> 12, 2016, before me, <u>Meresa</u> X. <u>Nammons</u> | |
| On Let. 12, 2016, before, me, 1 hores I Nammons | |
| Notary Public, personally appeared Lary & Jacob, | |
| 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. | |
| REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: 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. | |
| Theresa R. Himmond | |
| Signature of Notary Public Place Notary Seal Above | |
| | |
| My Commission Expires: | |
| THERESA K HAMMOND | |
| Notary Public - State of New York NO. 01HA4650925 Qualified in Suffolk County My Commission Expires 1/3/2017 | |

2016 Signature:

Name:

Title:

For and on behalf of ASSIGNEE:

RECORDED: 02/24/2020