

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6015493

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GIRAFPHARMA LLC	11/21/2019
RECEIVING PARTY DATA	
Name:	NUVATION BIO INC.
Street Address:	1500 BROADWAY, STE. 1401
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16155841
PCT Number:	US1855093
CORRESPONDENCE DATA	
Fax Number:	(650)494-0792
<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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Correspondent Name:	HUANG HUANG
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Address Line 2:	12531 HIGH BLUFF DRIVE
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ATTORNEY DOCKET NUMBER:	19369-20004.00 + .40
NAME OF SUBMITTER:	HUANG HUANG
SIGNATURE:	/Huang Huang/
DATE SIGNED:	03/16/2020
Total Attachments: 2	
source=19369-20004.00 + 20004.40 - GIRAFPHARMA to NUVATION Assignment - EXECUTED#page1.tif	
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CORPORATION TO CORPORATION ASSIGNMENT

This Assignment is by:

Assignor: GIRAFPHARMA LLC
Address: P.O. Box 318009, San Francisco, California 94131-9991, United States of America
A juristic entity duly organized under and pursuant to the laws of: Delaware

(referred to in this Assignment as "Assignor"), which is the sole and exclusive owner, by assignment, of the U.S. patent application identified below:

Serial No.: 16/155,841 Filing Date: October 9, 2018

Serial No.: PCT/US18/55093 Filing Date: October 9, 2018

Title: HETEROCYCLIC COMPOUNDS AND USES THEREOF

This Assignment is to:

Assignee: NUVATION BIO INC.
Address: 1500 Broadway, Ste. 1401, New York, New York 10036, United States of America
A juristic entity duly organized under and pursuant to the laws of: Delaware

(referred to in this Assignment as "Assignee"), which desires to acquire the entire right, title and interest in, to and under said patent application and the inventions covered thereby.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Assignor hereby sells, assigns, transfers and sets over, to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to the above-mentioned inventions, application for letters patent, and any and all non-provisionals, divisions, continuations, and continuations-in part claiming priority thereto or the benefit thereof, substitutions of said applications, and any and all letters patent or patents in the United States of America and all foreign countries or jurisdictions which may be granted therefor and thereon, including, without limitation, any modifications to such letters patent or patents such as through reissue, re-examination or other post-grant proceeding, and any and all extensions of said letters patent or patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee (including any right to institute actions and to recover damages for past, present and future infringement, and any and all rights to claim priority to said application and any and all applications claiming priority thereto or based on said inventions), for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.
2. Assignor represents, warrants and covenants (a) that, at the time of execution and delivery of this agreement, Assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and said application for letters patent, and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth in this agreement, or (b) that Assignor was the sole and lawful owner of the entire right, title and interest in and to said inventions and said application for letters patent, and that the same were unencumbered and that Assignor sold, assigned, transferred and set over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said inventions and said application for letters patent.
3. Assignor shall promptly sign and execute all papers and documents, take all lawful oaths, and do all acts necessary, required or useful for the procurement, maintenance, enforcement, defense or otherwise to secure title thereto to the Assignee, at the sole cost and expense of Assignee, its successors, legal representatives and assigns, in

each case including, without limitation, arising from or relating to (a) said inventions, or said application for letters patent; (b) any non-provisional, division, continuation, or continuation-in-part claiming priority thereto or the benefit thereof; or any substitution of any such application; (c) any letters patent or patents for said inventions in any country or jurisdiction, including without limitation, any modifications to such letters patent or patents such as through reissue, re-examination or other post-grant proceeding. For purposes of this paragraph, "procurement, maintenance, enforcement, defense" shall include, without limitation, any preparation, prosecution, pre-grant proceeding, and post-grant proceeding, whether before a patent office or other administrative body or judicial body with jurisdiction therefor.

4. Assignor hereby authorizes and requests the Commissioner of Patents in the United States to issue the above mentioned letters patent of the United States to Assignee as the assignee of said inventions and the letters patent to be issued thereon for the sole use of Assignee, its successors, legal representatives and assigns.

5. Assignor hereby grants Assignee's attorneys, all of Morrison & Foerster LLP, the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark office or any foreign patent issuing authority for recordation of this document, including the power to insert on this assignment the application number and filing date of said application when known.

6. This assignment may be executed in one or more counterparts, with the same effect as if each signature were on the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one agreement.

In witness whereby, executed by the undersigned on the date(s) opposite the undersigned name(s).

ASSIGNOR:

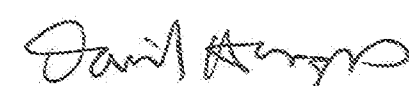
Date: 11/21/2019

Signature: 

Name: Vandana Date
Title: Chairman & Chief Strategy Officer
Company: GIRAFPHARMA LLC

ASSIGNEE:

Date: 12/13/19

Signature: 

Name: David T. Hung
Title: President and CEO
Company: NUVATION BIO INC.

sf-4081848