

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6021688

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AMPLYX PHARMACEUTICALS, INC.	06/28/2018
RECEIVING PARTY DATA		
Name:	DUKE UNIVERSITY	
Street Address:	2812 ERWIN ROAD	
Internal Address:	SUITE 306	
City:	DURHAM	
State/Country:	NORTH CAROLINA	
Postal Code:	27705	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16796609
CORRESPONDENCE DATA		
Fax Number:	(608)662-1276	
<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>		
Phone:	6086621277	
Email:	dacorstvet@casimirjones.com	
Correspondent Name:	ROBERT A. GOETZ	
Address Line 1:	2275 DEMING WAY	
Address Line 2:	STE 310	
Address Line 4:	MIDDLETON, WISCONSIN 53562	
ATTORNEY DOCKET NUMBER:	DUKE-36726.304	
NAME OF SUBMITTER:	ROBERT A. GOETZ	
SIGNATURE:	/Robert A. Goetz/	
DATE SIGNED:	03/19/2020	
Total Attachments: 3		
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ASSIGNMENT AGREEMENT

This Assignment Agreement ("**Agreement**") is made and entered into on June 28, 2018, between Duke University, on behalf of its Office of Licensing and Ventures having its offices at 2812 Erwin Road, Suite 306, Durham, NC 27705 ("**DUKE**"), and Amplyx Pharmaceuticals, Inc. ("**Amplyx**") having a place of business at 12730 High Bluff Drive, Suite 160, San Diego, CA 92130.

Background

Amplyx is the owner of all right, title and interest in and to certain patents and patent applications described herein. DUKE wishes to acquire, and Amplyx is willing to sell, assign, transfer and deliver to DUKE, all right, title and interest in and to such patent rights, on the terms and subject to the conditions set forth in this Agreement.

Now, Therefore, in consideration of the foregoing premises and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amplyx hereby sell, assigns, transfers and delivers to DUKE, and DUKE hereby accepts and assumes from Amplyx, all of Amplyx's right, title and interest worldwide in and to the following: US Provisional Patent Application No. 61/926,413, filed January 13, 2014, and entitled "Analog of FK506"; PCT Application No. PCT/US2015/011247, filed January 13, 2015, and entitled "Antifungal Compounds"; US Patent Application Serial Number 15/207,384, filed on July 11, 2016, and entitled "Antifungal Compounds"; US Patent No. 9,956,207, issued on May 1, 2018, and entitled "Antifungal Compounds"; US Patent Application Serial Number 15/968,692, filed May 1, 2018 and entitled "Antifungal Compounds"; any foreign, domestic, or PCT application claiming priority to any of the foregoing; any continuations, divisionals, and any Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and re-examinations, reissues or extensions thereof; and the right to claim any and all benefits with respect to any of the foregoing which are or may be available in any country under the International Convention for the Protection of Industrial Property, and any like treaties or laws (collectively, "**Patent Rights**"); the same to be held and enjoyed by DUKE, its successors and assigns, for its own use and benefit. Amplyx further assigns to DUKE all benefits, privileges, causes of action and remedies relating to, or otherwise derived from, the Patent Rights, including the right to all causes of action (known, unknown, currently pending, filed, or otherwise) and other enforcement rights including the ability to recover damages, obtain injunctive relief, and/or any other remedies available for past, present or future infringement of any of the Patent Rights and all rights to collect royalties and other payments under or on account of any of the Patent Rights throughout the world.

2. Upon DUKE's written request, Amplyx shall execute and deliver to DUKE any written documents, take all rightful oaths, and perform any lawful acts, requested by DUKE which may be reasonably necessary (a) to effectuate the assignment to DUKE of the Patent Rights as provided above, (b) to secure the grant to DUKE or DUKE's nominee of letters patent for the Patent Rights in any and all countries, and (c) to vest and confirm in DUKE the legal title to all such patent rights, including, without limitation, by executing a pro forma assignment document.

3. Amplyx hereby represents and warrants to DUKE as of the date of this Agreement that (a) prior to giving effect to Section 1 of this Agreement, Amplyx is the sole legal owner of the Patent Rights, free and clear of all encumbrances, (b) Amplyx is not a party to or bound by any contract that limits or impairs its ability to sell, transfer, assign or convey, or that otherwise affects, the Patent Rights, and (c) Amplyx has not received any written communication from any third party asserting that any of the claims of the Patent Rights is invalid.

4. Amplyx hereby requests the Commissioner for Patents of the United States Patent and Trademark Office ("USPTO") and any applicable foreign or international patent office or other governmental entity with the authority to grant legally enforceable protection to inventions or discoveries anywhere in the world (collectively, "Patent Agencies"), to record DUKE as the owner of, and the assignee of the entire right, title and interest in and to, the Patent Rights. Amplyx further authorizes the USPTO and the respective Patent Agency in each other jurisdiction in the world to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of DUKE, as the assignee to the entire interest therein.

5. In consideration of the transactions contemplated by this Agreement, DUKE agrees to make the following payments to Amplyx, in cash:

(a) [REDACTED] within five (5) business days of the date of this Agreement;

(b) reimbursement of up to a maximum of [REDACTED] for expenses, including, without limitation, patent and other legal expenses, incurred by Amplyx in connection with the Patent Rights and the subject matter thereof and of this Agreement, solely out of [REDACTED] of any Revenue (defined below) received by DUKE; and

(c) from and after such time, if ever, as DUKE has reimbursed Amplyx for total patent and other legal costs of [REDACTED] out of [REDACTED] of Revenue received by Duke pursuant to the preceding paragraph (b), [REDACTED] of any additional Revenue received by DUKE.

For purposes of this Section 5, "Revenue" shall mean all revenue received by DUKE in consideration for the license, sale, assignment or transfer of, or any other conveyance of rights in or to, (i) the Patent Rights and/or (ii) any compound or product, the manufacture, use, sale, offer for sale or import of which is covered by the Patent Rights ("Product"); in each case, including, without limitation, upfront payments, upfront license fees, annual license maintenance fees, milestone or other contingent payments, royalties on sales of Products, advance payments, option fees, damages or settlement amounts recovered from enforcement or defense of the Patent Rights, equity issued to DUKE (to the extent issued solely or in part as consideration for the grant of rights), and the like. However, Revenue shall not include (A) reimbursement of patent costs incurred by DUKE with respect to the Patent Rights or (B) funding for sponsored research performed at DUKE. If DUKE proposes to receive anything of value in lieu of cash payments in consideration for the license, sale, assignment or transfer of, or any other conveyance of rights in or to, the Patent Rights and/or any Product to a third party, DUKE and Amplyx shall first mutually agree in good faith in writing on the manner in which Amplyx shall be paid its share of such non-cash consideration under this Section 5.

6. Payment of amounts due pursuant to Sections 5(b) and 5(c) with respect to Revenue received by DUKE shall be paid within 30 days after the end of the calendar quarter in which the applicable Revenue is received by Duke.


7. The parties agree that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for the purpose of giving effect to the transactions contemplated by Section I of this Agreement.

8. This Agreement shall be construed, governed, interpreted and applied according to United States and State of Delaware law, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent was granted.

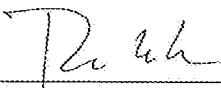
9. The parties agree that this Agreement sets forth their entire understanding concerning the subject matter of this Agreement. This Agreement may be amended only by written agreement executed by both DUKE and Amplyx.

In witness whereof, the parties have executed this Agreement as of the date first set forth above.

FOR AMPLYX PHARMACEUTICALS, INC.:

By 
Clara Kennedy, Ph.D.
President & CEO

FOR DUKE UNIVERSITY:

By 
Robin L. Rasor
Executive Director, Duke Office of Licensing & Ventures