

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6152318

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	NUMERATE, INC.	09/24/2019
RECEIVING PARTY DATA		
Name:	INTEGRAL HEALTH, INC.	
Street Address:	399 BOYLSTON STREET	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02116	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	7856321	
Patent Number:	7702467	
Patent Number:	7194359	
Patent Number:	7577553	
CORRESPONDENCE DATA		
Fax Number:		
<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:	mcollazo@integraltx.com	
Correspondent Name:	INTEGRAL HEALTH, INC.	
Address Line 1:	399 BOYLSTON STREET	
Address Line 4:	BOSTON, MASSACHUSETTS 02116	
NAME OF SUBMITTER:	MARIE COLLAZO	
SIGNATURE:	/Marie Collazo/	
DATE SIGNED:	06/12/2020	
Total Attachments: 9		
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PATENT RIGHTS ASSIGNMENT

This Patent Rights Assignment (this "Assignment") is made effective this 30th day of September, 2019, by and between Numerate, Inc., a corporation organized and existing under the laws of California, and having a usual place of business at 1501 Mariposa St., Suite 426, San Francisco, CA 94107 ("Assignor") and Integral Health, Inc., a corporation organized and existing under the laws of Delaware, and having a usual place of business at 399 Boylston Street, Boston, MA 02116 ("Assignee").

WHEREAS, Assignor possesses certain rights in and to the patents and patent applications (and patents issuing on such applications) set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Patent Rights") and the invention(s) described and/or claimed in the Patent Rights (the "Inventions"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Inventions and Patent Rights;

WHEREAS, Assignor now wishes to assign the Inventions and Patent Rights to Assignee, and Assignee desires to acquire the Inventions and Patent Rights from Assignor; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Inventions, together with Assignor's entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, reviews, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment, along with the right to sue for past infringements and collect the same for Assignee's sole use and enjoyment. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein.

Assignor hereby further agrees for itself and its successors, assigns, agents, and legal representatives to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the Patent Rights to Assignee, its successors, assigns, and legal representatives, as well as to third parties at the request of Assignee including the execution of documents (including, without limitation, petitions, specifications, oaths, assignments, disclaimers, declarations and affidavits) relating to non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications within the Patent Rights, as requested by Assignee, and generally do everything possible to aid Assignee, its successors, assigns and legal representatives to obtain, record, maintain, and enforce full protection for the Inventions in all countries, but in each instance at Assignee's reasonable expense.

Assignor hereby further agrees to provide documentary evidence and statements or testimony in any interference, opposition, re-examination, reissue or other proceeding in which any of the Patent Rights may be involved.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: NUMERATE
Name: GUIDO LAMIA
Signature: [Signature]
Title: CEO

On this ____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

9/24/2019 JAA/Notary
Signature of Notary

(Seal)

My Commission Expires: _____

ASSIGNEE: _____
Name: _____
Signature: _____
Title: _____

On this ____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

(Seal)

Signature of Notary

My Commission Expires: _____

ACKNOWLEDGMENT

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 California
County of San Francisco

On September 24, 2019 before me, Jose R. Hernandez

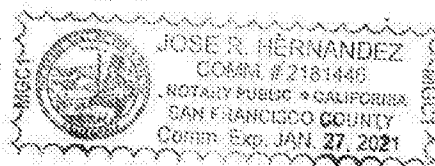
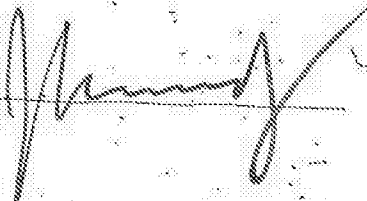
A Notary Public personally appeared Guido Lanza, CEO

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.

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



(Seal)

PATENT

REEL: 052932 FRAME: 0866

Exhibit A

PATENT RIGHTS

Jurisdiction	Patent Number/Application Number	Title	Inventor(s)	Application Date	Issue Date	Owner
United States	7,856,321	Modeling Biological Effects of Molecules Using Molecular Property Models	Guido Lanza Nigel P. Duffy Paul Boardman	12/14/2005	12/21/2010	Numerate, Inc.
United States	7,702,467	Molecular Property Modeling Using Ranking	Nigel P. Duffy	6/29/2005	4/20/2010	Numerate, Inc.
United States	7,194,359	Estimating the Accuracy of Molecular Property Models and Predictions	Nigel P. Duffy Guido Lanza Jessen Yu	6/29/2005	3/20/2007	Numerate, Inc.
United States	7,577,553	Method and Apparatus for Molecular Mechanics Analysis of Molecular Systems	Forrest H. Bennett William Mydlowec	5/30/2003	8/18/2009	Numerate, Inc.
United States	PCT/US2017/050964	Bicyclic Compounds Useful as GPR120 Modulators	Brian Raimundo Elena S. Koltun John Griffin Eric Strangeland	9/11/2017	N/A	Numerate, Inc.
Canada	3041038	Bicyclic Compounds Useful as	Brian Raimundo	9/11/2017	N/A	Numerate, Inc.

Exhibit A – Patent Rights Assignment

		GPR120 Modulators	Elena S. Koltun John Griffin Eric Strangeland			
China	201780068712.9	Bicyclic Compounds Useful as GPR120 Modulators	Brian Raimundo Elena S. Koltun John Griffin Eric Strangeland	9/11/2017	N/A	Numerate, Inc.
European Patent Office	17849722.8	Bicyclic Compounds Useful as GPR120 Modulators	Brian Raimundo Elena S. Koltun John Griffin Eric Strangeland	9/11/2017	N/A	Numerate, Inc.
Hong Kong	19128730.9	Bicyclic Compounds Useful as GPR120 Modulators	Brian Raimundo Elena S. Koltun John Griffin Eric Strangeland	9/11/2017	N/A	Numerate, Inc.
India	201927014610	Bicyclic Compounds Useful as GPR120 Modulators	Brian Raimundo Elena S. Koltun John Griffin Eric Strangeland	9/11/2017	N/A	Numerate, Inc.

Exhibit A – Patent Rights Assignment

Japan	2019-513944	Bicyclic Compounds Useful as GPR120 Modulators	Brian Raimundo Elena S. Koltun John Griffin Eric Strangeland	9/11/2017	N/A	Numerate, Inc.
South Korea	10-2019-7010276	Bicyclic Compounds Useful as GPR120 Modulators	Brian Raimundo Elena S. Koltun John Griffin Eric Strangeland	9/11/2017	N/A	Numerate, Inc.
United States	16/331928	Bicyclic Compounds Useful as GPR120 Modulators	Brian Raimundo Elena S. Koltun John Griffin Eric Strangeland	9/11/2017	N/A	Numerate, Inc.
United States	PCT/US2017/050956	Monocyclic Compounds Useful as GPR120 Modulators	Brian Raimundo Elena S. Koltun John Griffin Eric Strangeland	9/11/2017	N/A	Numerate, Inc.
Canada	3041033	Monocyclic Compounds Useful as GPR120 Modulators	Brian Raimundo Elena S. Koltun John Griffin	9/11/2017	N/A	Numerate, Inc.

Exhibit A – Patent Rights Assignment

			Eric Strangeland			
China	201780068713.3	Monocyclic Compounds Useful as GPR120 Modulators	Brian Raimundo Elena S. Koltun John Griffin Eric Strangeland	9/11/2017	N/A	Numerate, Inc.
European Patent Office	17849719.4	Monocyclic Compounds Useful as GPR120 Modulators	Brian Raimundo Elena S. Koltun John Griffin Eric Strangeland	9/11/2017	N/A	Numerate, Inc.
Hong Kong	19128727.5	Monocyclic Compounds Useful as GPR120 Modulators	Brian Raimundo Elena S. Koltun John Griffin Eric Strangeland	9/11/2017	N/A	Numerate, Inc.
India	201927014623	Monocyclic Compounds Useful as GPR120 Modulators	Brian Raimundo Elena S. Koltun John Griffin Eric Strangeland	9/11/2017	N/A	Numerate, Inc.
Japan	2019-513935	Monocyclic Compounds Useful as GPR120 Modulators	Brian Raimundo Elena S. Koltun	9/11/2017	N/A	Numerate, Inc.

Exhibit A - Patent Rights Assignment

			John Griffin Eric Strangeland			
South Korea	10-2019-7010269	Monocyclic Compounds Useful As GPR120 Modulators	Brian Raimundo Elena S. Koltun John Griffin Eric Strangeland	9/11/2017	N/A	Numerate, Inc.
United States	16/331916	Monocyclic Compounds Useful As GPR120 Modulators	Brian Raimundo Elena S. Koltun John Griffin Eric Strangeland	9/11/2017	N/A	Numerate, Inc.