506192396 08/06/2020

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
VERNON A. NORVIEL	07/31/2020

RECEIVING PARTY DATA

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State/Country:	CALIFORNIA
Postal Code:	94024

PROPERTY NUMBERS Total: 3

Property Type	Number			
Application Number:	61231989			
PCT Number:	US1043150			
Patent Number:	9579346			

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NAME OF SUBMITTER:	MELISSA SANCHEZ
SIGNATURE:	/Melissa Sanchez/
DATE SIGNED:	08/06/2020

Total Attachments: 2

source=34329-717 - Assignment_Norviel to Neuviva#page1.tif source=34329-717 - Assignment_Norviel to Neuviva#page2.tif

PATENT 506192396 REEL: 053425 FRAME: 0733

PATENT ASSIGNMENT

WHEREAS, <u>Vernon A. Norviel</u>, an individual residing at 4321 Hortensia Street, San Diego, CA 92103 (hereinafter "Assignor"), the assignee of an undivided interest in the entirety of the Application(s) and Inventions (as defined below) entitled:

TREATMENT OF MACROPHAGE-RELATED DISORDERS

Docket Number: 34329-717

- for which application serial number 61/231,989 was filed on August 6, 2009, in the United States Patent and Trademark Office;
- for which a PCT application serial number <u>PCT/US10/43150</u> was filed on <u>July 23, 2010</u>, in the US Receiving Office of the Patent Cooperation Treaty;
- for which application serial number 13/388,411 was filed on February 1, 2012, in the United States Patent and Trademark Office;
- for which an application was filed upon which a United States Patent issued on February 28, 2017, as U.S. Patent No. 9,579,346;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s), including the applications listed in Appendix A.

WHEREAS, Neuviva, Inc., a corporation incorporated under the laws of the State of Delaware, having a place of business at 798 Loyola Drive, Los Altos, CA 94024 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

- 1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- 2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.
- 4. Said Assignor hereby warrants, represents and covenants that said Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Assignor hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

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PATENT ASSIGNMENT

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Appendix A

WSGR	Ref.:	Country	Application No.	Filing Date	Patent No.	Issue Date	Expiration Date
34329-717	601	WO	US2010/043150	23-Jul-2010	- decirence		
34329-717	101	US	61/231,989	06-Aug-2009			06-Aug-2010
34329-717	681	AU	2010281524	23-Jul-2010			, and the second
34329-717	691	BR	11 2012 002333-0	23-Jul-2010			
34329-717	701	CA	2,770,023	23-Jul-2010			
34329-717	711	CN	201080041728.9	23-Jul-2010			
34329-717	591	EA	201290041	23-Jul-2010			
34329-717	611	EP	10806852.9	23-Jul-2010			
34329-717	741	IN	1072/DELNP/2012	23-Jul-2010			
34329-717	831	US	13/388,411	01-Feb-2012			
34329-717	891	HK	12110167.2	23-Jul-2010			
34329-717	731	IL	217824	23-Jul-2010			
34329-717	761	JP	2012-523638	23-Jul-2010			
34329-717	791	NZ	597927	23-Jul-2010			
34329-717	861	TH	1201000455	23-Jul-2010			
34329-717	301	US	14/271,054	06-May-2014	9,579,346	28-Feb-2017	23-Jul-2030
34329-717	6811	AU	2016202631	23-Jul-2010			

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