

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6339322

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LEAH E. COWEN	10/31/2019
LUKE WHITESELL	06/17/2020
RECEIVING PARTY DATA	
Name:	THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
Street Address:	100 COLLEGE STREET
Internal Address:	SUITE 413
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5G 1L5
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16868008
PCT Number:	US2020031615
CORRESPONDENCE DATA	
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<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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Email:	bostonpatent@nixonpeabody.com, esoule@nixonpeabody.com
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Address Line 1:	EXCHANGE PLACE 53 STATE STREET
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Address Line 4:	BOSTON, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	701586-095270USPT
NAME OF SUBMITTER:	RONALD I. EISENSTEIN
SIGNATURE:	/Ronald I. Eisenstein/
DATE SIGNED:	10/07/2020
Total Attachments: 8	
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ASSIGNMENT

WHEREAS, we, **Leah E. Cowen and Luke Whitesell**, are desirous of assigning our entire right, title, and interest in and to all of the applications listed in TABLE A – LIST OF PATENT APPLICATIONS (hereinafter referred to as “THE APPLICATIONS”), and in and to any invention(s) disclosed in THE APPLICATIONS, and in and to any Letters Patents that may issue from THE APPLICATIONS;

TABLE A – LIST OF PATENT APPLICATIONS				
Attorney Docket No.	Country	Serial No.	Filing Date	Title
701586-095270USPT	US	16/868,008	May 6, 2020	HSP90 INHIBITORS AND USES THEREOF
701586-095270WOPT	PCT	PCT/US20/31615	May 6, 2020	HSP90 INHIBITORS AND USES THEREOF

WHEREAS, **The Governing Council of the University of Toronto**, having its principal place of business at Banting Institute, 100 College Street, Suite 413, Toronto, Ontario M5G 1L5 Canada (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring our entire right, title, and interest in and to THE APPLICATIONS, and in and to any invention(s) disclosed in THE APPLICATIONS, and in and to any Letters Patents that may issue from THE APPLICATIONS;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we do hereby sell, assign, and transfer to, and hereby acknowledge and confirm that we have sold, assigned, and transferred to ASSIGNEE, its successors, assigns, and legal representatives our entire right, title, and interest in and to THE APPLICATIONS, and in and to any invention(s) disclosed in THE APPLICATIONS, and in and to any Letters Patents that issue from THE APPLICATIONS, and all provisionals, non-provisionals, national stages, utilities, designs, divisionals, reissues, substitutions, continuations, continuations-in-part, and extensions thereof; and we hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for any invention(s) disclosed in THE APPLICATIONS, or patents resulting therefrom, insofar as our interest is concerned, to the ASSIGNEE of our entire right, title, and interest.

We also hereby sell and assign to the ASSIGNEE, its successors, assigns, and legal representatives the full and exclusive rights, title, and interest to any invention(s) disclosed in THE APPLICATIONS throughout the world, including the right to file applications and obtain patents, utility models, industrial models, and designs for any invention(s) disclosed in THE APPLICATIONS in its own name throughout the world, including all rights of priority, all rights to publish cautionary notices reserving ownership of any invention(s) disclosed in THE APPLICATIONS, and all rights to register any invention(s) disclosed in THE APPLICATIONS in appropriate registries.

We further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in the ASSIGNEE, its successors, assigns, and legal representatives.

We hereby further agree that we will communicate to the ASSIGNEE, or its successors, assigns, and legal representatives, any facts known to us respecting any improvements; and, at the expense of the ASSIGNEE, to testify in any legal proceedings, sign all lawful papers, execute all provisional, non-provisional, national stage, utility, design, divisional, reissue, substitution,

continuation, and continuation-in-part applications, make all lawful oaths, and generally do everything possible to vest title in the ASSIGNEE and to aid the ASSIGNEE, its successors, assigns, and legal representatives to obtain and enforce proper protection for the invention(s) in all countries.


We hereby further authorize and direct the ASSIGNEE'S attorneys to insert into the TABLE A – LIST OF PATENT APPLICATIONS (i) the Attorney Docket No., (ii) the Country, (iii) the serial number, and (iv) the filing date of any foreign counterpart patent application(s) (including any international PCT application(s)) of any of THE APPLICATIONS as soon as the same shall have been made known to them.

Date

17 June 2020

Date

Leah E. Cowen



Luke Whitesell

ASSIGNMENT

WHEREAS,

Leah Cowen, whose full post office address is

331 Victor Avenue, Toronto, Ontario M4K 1B3, Canada; and

Luke Whitesell, whose full post office address is

745 Manning Avenue, Toronto, Ontario M6G 2W5, Canada.

hereinafter referred to collectively as "the Assignors", are co-inventors with Lauren Brown and David Huang of an invention relating to and entitled:

HSP90 INHIBITORS AND USES THEREOF

hereinafter referred to as the "Invention", as fully set forth and described in an application for Letters Patent identified as:

Country	Serial Number	Filing Date	Title
U.S.A.	62/844,884	May 8, 2019	HSP90 INHIBITORS AND USES THEREOF

hereinafter referred to as the "Application";

AND WHEREAS, THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO, hereinafter referred to as the "Assignee", whose full post office address is **Banting Institute, 100 College Street, Suite 413, Toronto, Ontario M5G 1L5, Canada**, has acquired from the Assignors, the Assignors' entire right, title and interest in and to the invention, in all countries of the world, including the Assignors' rights to the Application, and all related applications and patents thereon, including any and all, international, national and regional phase applications based on the Application, and other counterpart applications in all countries, and any and all substitutes, divisionals, continuations and continuations-in-part, and any Letters Patent that may be obtained therefor, and in any and all reissues, extensions, renewals and reexaminations of such applications and patents, including the right to claim priority to the Application, and to all related applications and patents thereon filed by the Assignors or Assignee, including the benefit of any right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the benefit of any right of priority provided by any convention or treaty under domestic or foreign law, and to invoke and claim any such right of priority without further written or oral authorization from the Assignors;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors confirm they have, as of May 8, 2019 sold, assigned, transferred and set over, and for greater certainty, do hereby sell, assign, transfer and set over to the Assignee, its successors, assigns, or legal representatives, their entire right, title and interest for Canada, the United States and all other countries throughout the World in and to the Invention, together with their entire right, title and interest in and to the Applications and any and all Letters Patent that may issue for the Invention, including any and all divisions, reissues, continuations and extensions of the Applications, to the full end of the term for which each said Letters Patent may be granted, and including any right to claim priority based on the Applications, the same to be held and enjoyed as fully and completely as the same would have been held and enjoyed by the Assignors had this Assignment not been made;

The Assignors hereby confirm that the Application was made or was authorized to be made by themselves and that they believe themselves to be the original inventors or joint inventors of a claimed invention in the Application.

AND the Assignors, on behalf of themselves and their executors and administrators, do hereby covenant and agree to do all such lawful acts and things and to execute without further consideration such further lawful assignments, documents, assurances, applications and other instruments as may reasonably be required by the Assignee, its successors, assigns, or legal representatives, to obtain any and all Letters Patent for the Invention and vest the same in the Assignee, its successors, assigns, or legal representatives.

The Commissioner of Patents & Trademarks is hereby authorized and requested to issue any Letters Patent for the Application, and all related applications thereon, to the Assignee, for its sole use and benefit; and for the use and benefit of its successors and assigns, to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment and sale not been made.

If a provision of this Assignment is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Assignment, or the validity or enforceability in other jurisdictions of that or any other provision of this Assignment.

The Assignors hereby acknowledge that any willful false statement made in this assignment/declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

For the purpose of all legal proceedings this Assignment will be deemed to have been performed in the Province of Ontario and will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

The Parties confirm their express wish that this Assignment be drawn up in the English language.
Les parties confirment leur volonté expresse que cette cession soit rédigée en langue anglaise.

EXECUTED at Toronto (city), Canada (country).

Assignor

Leah Cowen

Name



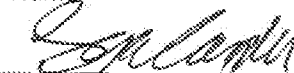
Signature

Oct. 31, 2019
Date

Witness

SARA CAMPBELL

Name



Signature

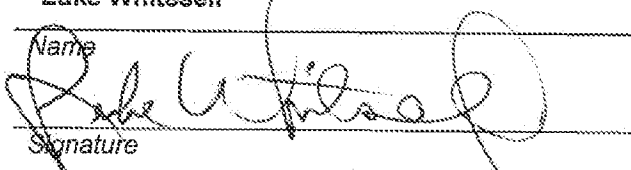
31 Oct 2019
Date

EXECUTED at Toronto (city), Canada (country).

Assignor

Luke Whitesell

Name



Signature

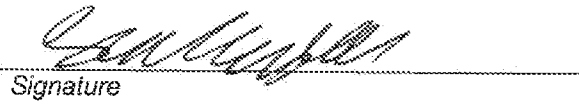
Date

31 October 2019

Witness

SARA CAMPBELL

Name



Signature

Date

31 Oct 2019

ACKNOWLEDGEMENT

The Assignee hereby accepts the assignment. EXECUTED at Toronto (city), Canada (country).

This 6th day of November, 2019.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

Signature

Stéphane Lévesque, Ph.D.

Name

Patent Portfolio Manager

Title

The signatory is duly authorized by the Office of the Vice-President Research and Innovation of The Governing Council of the University of Toronto to sign the said assignment.

DECLARATION OF WITNESS

I, Leslie Ambrose, whose full post office address is 3133 Camborne Crescent, Toronto, Ontario, M5W 5E9 hereby declare that I was personally present and did see Stéphane Lévesque of THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO who is personally known to me to be the person named in the above assignment duly sign and execute the same.

Declared at Toronto (city), Canada (country).

This 6th day of November, 2019.

[Signature]
Signature of Witness: