

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6411129

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ZHILI SUN	06/23/2000
RECEIVING PARTY DATA	
Name:	METABASIS THERAPEUTICS, INC.
Street Address:	3911 SORRENTO VALLEY BOULEVARD
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16289241
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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:	9497600404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	LIGAN2.023D1
NAME OF SUBMITTER:	RYAN MELNICK
SIGNATURE:	/Ryan Melnick/
DATE SIGNED:	11/19/2020
Total Attachments: 4	
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EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

Metabasis Therapeutics Inc.
9390 Towne Centre Drive
San Diego, CA 92121-3015

Gentlemen:

I recognize that Metabasis Therapeutics Inc., a Delaware corporation (the "Company"), is engaged in a continuous program of research, development and production with respect to its business, present and future.

I understand that:

- A. As part of my employment by the Company I am expected to make new contributions and inventions of value to the Company.
- B. I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to any information:
 - (1) applicable to the business of the Company; or
 - (2) applicable to the business or any client or customer of the Company, which may be known to me by the Company or by any client or customer of the Company, or learned by me during the period of my employment.
- C. The Company possesses and will continue to possess information that has been created, discovered or developed, or has otherwise become known to the Company (including without limitation, information created, discovered, developed or made known by or to me during the period of or arising out of my employment by the Company), and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial value in the business in which the Company is engaged. All of the aforementioned information is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes trade secrets, processes, formulae, data and know-how, improvements, inventions, techniques, marketing plans, strategies, forecasts and customer lists.

In consideration of my employment or continued employment, as the case may be, and the compensation received by me from the Company from time to time, subject to Section 9 hereof, I hereby agree as follows:

- 1. All Proprietary Information shall be the sole property of the Company and its assigns, and the Company shall be the sole owner of all patents and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in all Proprietary Information. At all times during my employment by the Company and all times after termination of such employment, I will keep in confidence and trust all Proprietary Information or anything relating to it and shall not disclose any such Proprietary Information or anything relating to it without the prior written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company.
- 2. I agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage in any employment or activity in any competitive business, other than the Company.

3. All documents, data, records, apparatus, equipment, chemicals, molecules, organisms and other physical property, whether or not pertaining to Proprietary Information, furnished to me by the Company or produced by myself or others in connection with my employment shall be and remain the sole property of the Company and shall be returned promptly to the Company as and when requested by the Company. Should the Company not so request, I shall return and deliver all such property upon termination of my employment by me or by the Company for any reason and I will not take with me any such property or any reproduction of such property upon such termination.

I agree that for a period of one year following termination of my employment with the Company by me or by the Company for any reason, I will not solicit or in any manner encourage employees of the Company to leave its employ.

4. I will promptly disclose to the Company, or any persons designated by it, all improvements, inventions, formulae, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment which are related to or useful in the business of the Company, or result from tasks assigned me by the Company, or result from use of premises owned, leased or contracted for by the Company (all said improvements, inventions, formulae processes, techniques, know-how and data shall be collectively hereinafter called "Inventions"); such disclosure shall continue for one year after termination of the Agreement with respect to anything that would be an invention if made, conceived, reduced to practice or learned during the term hereof.
5. I agree that all Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in all Inventions. I further agree as to all Inventions to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents on the Inventions in any and all countries, and to that end I will execute all documents for use in applying for and obtaining such patents thereon and enforcing same, as the Company may desire, together with any assignments thereof to the Company or persons designated by it. My obligation to assist the Company in obtaining and enforcing patents for the Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance. In the event that the Company is unable for any reason whatever to secure my signature to any lawful and necessary document required to apply for or execute any patent application with respect to an Invention(s) (including renewals, extensions, continuations, divisions or continuations in part thereof), I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and in my behalf and instead of me, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents thereon with the same legal force and effect as if executed by me.
6. As a matter of record I have attached hereto an accurate and complete list of all inventions or improvements relevant to the subject matter of my employment by the Company which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company which I desire to remove from the operation of this Agreement; and I covenant that such

list is accurate and complete. Such list will be subject to the review and verification of the Company. The Company's acceptance of such list will be indicated by its signature at the bottom of such list. If no such list is attached to this Agreement, I represent that I have made no such inventions and improvements at the time of signing this Agreement.

7. I represent that my performance of all the terms of the Agreement and that my employment by the Company does not and will not breach any Agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.
8. I understand as part of the consideration of the offer of employment extended to me by the Company and of my employment or continued employment by the Company, that I have not brought and will not bring with me to the Company or use in the performance of my responsibilities at the Company any equipment, supplies, facility or trade secret information of any former employer which are not generally available to the public, unless I have obtained written authorization for their possession and use.

I also understand that in my employment with the Company, I am not to breach any obligation of confidentiality that I have to others, and I agree that I shall fulfill all such obligations during my employment with the Company.

I agree that in addition to any other rights and remedies available to the Company for any breach by me or my obligations hereunder, the Company shall be entitled to enforcement of my obligations hereunder by court injunction.

If any provision of this Agreement shall be declared invalid, illegal or unenforceable, such provision shall be severed and all remaining provisions shall continue in full force and effect.

9. This agreement does not apply to inventions which qualify fully for protection under Section 2870 of the California Labor Code, which are ideas or inventions for which no equipment, supplies, facility or trade secret information of Company was used and which were developed entirely on my own time, and (1) which do not relate at the time of conception or reduction to practice of such inventions (a) to the business of Company, or (b) to Company's actual or demonstrably anticipated research or development, or (2) which do not result from any work performed by me for Company. Notwithstanding the foregoing, I shall disclose in confidence to Company any invention in order to permit Company to make a determination as to compliance by me with the terms and conditions of the Agreement.

10. This Agreement shall be effective as of the first day of my employment by the Company.

The term "Company", as used herein, shall include any subsidiary or affiliate of Metabasis Therapeutics Inc.

11. All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a

nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below the signature of the Company or me, as the case may be (or to such other addresses and facsimile numbers as the Company or I may designate by notice to me or the Company, as the case may be, from time to time).

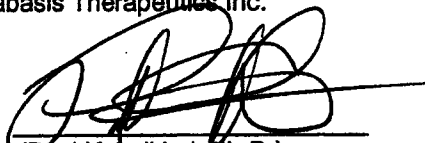
12. This Agreement shall be binding upon me, my heirs, executors, assigns and administrators and shall inure to the benefit of the Company, its successors and assigns.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of California irrespective of its choice of law provisions.

I, AND BY ITS ACCEPTANCE HEREOF, THE COMPANY, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, AND SHALL TAKE ANY AND ALL FUTURE ACTION TO IRREVOCABLY AND UNCONDITIONALLY WAIVE, MY AND ITS RIGHT TO A JURY TRIAL IN ANY LEGAL ACTION OR PROCEEDING BETWEEN ME (AND MY HEIRS, EXECUTORS, ASSIGNS AND ADMINISTRATORS) AND THE COMPANY (AND ITS AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ATTORNEYS AND ASSIGNS) RELATING IN ANY MANNER WHATSOEVER TO THE BREACH BY ME OF ANY PROVISION OF THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

Dated: 6-23-2000

By: 

ACCEPTED AND AGREED TO:
Metabasis Therapeutics Inc.

By: 
(Paul K. Laikird, Ph.D.)

Title: Chairman, President & CEO