

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CUBIST PHARMACEUTICALS, INC.	05/27/2019
CUBIST PHARMACEUTICALS, LLC	05/27/2019
RECEIVING PARTY DATA	
Name:	CALIXA THERAPEUTICS, INC.
Street Address:	2000 GALLOPING HILL RD
City:	KENILWORTH
State/Country:	NEW JERSEY
Postal Code:	07033-1310
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14481496
Application Number:	16525458
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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ATTORNEY DOCKET NUMBER:	392716-226US2 AND US2C1
NAME OF SUBMITTER:	SETH E. SNYDER
SIGNATURE:	/Seth E. Snyder/
DATE SIGNED:	01/07/2021
Total Attachments: 2	
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ASSIGNMENT

WHEREAS, we, the undersigned, CUBIST PHARMACEUTICALS, LLC, (formerly known as Cubist Pharmaceuticals, Inc.), a corporation duly organized under the laws of Delaware, having a place of business at Weyrstrasse 20 Lucerne 6, Switzerland 6000 (hereinafter termed "Assignor"), owner of one hundred percent interest in the right, title and interest in and to certain new and useful improvements disclosed in TREATING INFECTIONS WITH CEFTOLOZANE/TAZOBACTAM IN SUBJECTS HAVING IMPAIRED RENAL FUNCTION, for which an application for United States Letters Patent having U.S. Patent Application No. 14/481,496 was filed September 9, 2014, by virtue of a prior assignment from inventors Gopal KRISHNA, Elham HERSHBERGER, Gurudatt CHANDORKAR, Benjamin MILLER and Alan XIAO (hereinafter termed "Inventors"), and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries;

WHEREAS, CALIXA THERAPEUTICS, INC. a corporation duly organized under the laws of Delaware, having a place of business at 2000 Galloping Hill Road, Kenilworth, New Jersey 07033 (hereinafter termed "Assignee"), is desirous of acquiring Assignor's entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

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, Assignor's entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

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 and foreign countries. Such cooperation by said 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 said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefore and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignor in providing such cooperation shall be paid for by said Assignee.

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 said Assignor, their respective heirs, legal representatives and assigns.

4. Said Assignor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

The undersigned, whose title is supplied below, is authorized to act on behalf of the assignor.

CUBIST PHARMACEUTICALS LLC
(formerly known as Cubist Pharmaceuticals,
Inc.)

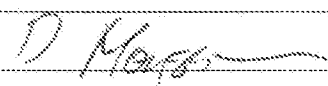
Date: **27 MAY 2019**

Assignor:

Signed:

Print Name:

Print Title:


Daniel Mousson

Director, Cubist Pharmaceuticals LLC