

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6565307

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TOMA BIOSCIENCES, INC.	02/04/2018
RECEIVING PARTY DATA	
Name:	AUEON, INC.
Street Address:	C/O DIETRICH STEPHAN
Internal Address:	130 DESOTO STREET, SUITE 3126
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15261
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16154307
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<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:	55066-702.307
NAME OF SUBMITTER:	MAI PHAM
SIGNATURE:	/Mai Pham/
DATE SIGNED:	02/23/2021
Total Attachments: 3	
source=55066-702 Assignment Toma to Aueon from Parent#page1.tif	
source=55066-702 Assignment Toma to Aueon from Parent#page2.tif	
source=55066-702 Assignment Toma to Aueon from Parent#page3.tif	

CORPORATE TO CORPORATE ASSIGNMENT

Docket Number 44288-711

WHEREAS, TOMA Biosciences, Inc., (hereinafter "Assignor") owns the entire right, title and interest in and to the inventions disclosed in the Application(s), and in and to all embodiments of the inventions, heretofore conceived, made or discovered (collectively hereinafter referred to as "Inventions") set forth in SCHEDULE A hereto.

WHEREAS, Auson, Inc., a corporation incorporated in the State of Delaware, having a place of business at c/o Dietrich Stephan, 130 DeSoto Street, Suite 3126, Pittsburgh, PA 15261, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and 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.


IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below.

Date: February 4, 2018

ASSIGNOR
By: 
Name: Wolfgang Daum
Title: President and CEO

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: February 7, 2018


By: _____
Name: Dietrich Stephan
Title: CEO

Schedule A

Docket No.	Type	Application No.	Filing Date	Country	Pub. No./ Patent No.	Pub. Date/ Issue Date	Title	Status
44288-711.611	PCT	09812316.9	09/04/09	European Patent Convention	2318552	5/11/11 11/23/16	METHODS FOR STRATIFYING AND ANNOTATING CANCER DRUG TREATMENT OPTIONS	Granted
44288-711.6111	DIV	16198444.8	09/04/09	European Patent Convention			METHODS FOR STRATIFYING AND ANNOTATING CANCER DRUG TREATMENT OPTIONS	Published
44288-711.631	EPP	09812316.9	09/04/09	France	2318552	11/23/16	METHODS FOR STRATIFYING AND ANNOTATING CANCER DRUG TREATMENT OPTIONS	Granted
44288-711.621	EPP	09812316.9	09/04/09	Germany	2318552	11/23/16	METHODS FOR STRATIFYING AND ANNOTATING CANCER DRUG TREATMENT OPTIONS	Granted
44288-711.666	EPP	09812316.9	09/04/09	Netherlands	2318552	11/23/16	METHODS FOR STRATIFYING AND ANNOTATING CANCER DRUG TREATMENT OPTIONS	Granted
44288-711.653	EPP	09812316.9	09/04/09	Switzerland	2318552	11/23/16	METHODS FOR STRATIFYING AND ANNOTATING CANCER DRUG TREATMENT OPTIONS	Granted
44288-711.601	ORD	US2009/56101	09/04/09	Patent Cooperation Treaty	10/028288	03/11/10	METHODS FOR STRATIFYING AND ANNOTATING CANCER DRUG TREATMENT OPTIONS	Lapsed
44288-711.642	EPP	09812316.9	09/04/09	United Kingdom	2318552	11/23/16	METHODS FOR STRATIFYING AND ANNOTATING CANCER DRUG TREATMENT OPTIONS	Granted
44288-711.641	PCT	1008930.8	09/04/09	United Kingdom	2467691	08/11/10	METHODS FOR STRATIFYING AND ANNOTATING CANCER DRUG TREATMENT OPTIONS	Abandoned
44288-711.101	PRO	61/094,855	09/05/08	United States of America			METHODS FOR ANNOTATING CANCER DRUG TREATMENT OPTIONS	Expired
44288-711.102	PRO	61/155,477	02/25/09	United States of America			METHODS FOR STRATIFYING AND ANNOTATING CANCER DRUG TREATMENT OPTIONS	Expired
44288-711.103	PRO	61/173,179	04/27/09	United States of America			METHODS FOR STRATIFYING AND ANNOTATING CANCER DRUG TREATMENT OPTIONS	Expired
44288-711.104	PRO	61/231,287	08/04/09	United States of America			METHODS FOR STRATIFYING AND ANNOTATING CANCER	Expired

Docket No.	Type	Application No.	Filing Date	Country	Pub. No. / Patent No.	Pub. Date / Issue Date	Title	Status
							DRUG TREATMENT OPTIONS	
44288-711.301	CON	14/027,192	09/13/13	United States of America	2014-0080733	03/20/14	USE OF MARKER PANELS FOR STRATIFYING DRUG TREATMENT OPTIONS	Abandoned
44288-711.302	CON	14/075,996	11/08/13	United States of America	2014-0141980	05/22/14	STRATIFYING AND ANNOTATING A CLINICAL PRACTICE GUIDELINE	Abandoned
44288-711.303	CON	14/075,984	11/08/13	United States of America	2014-0141426	05/22/14	SEQUENCING FORMALIN FIXED PARAFFIN EMBEDDED SAMPLES	Abandoned
44288-711.304	CON	14/927,254	10/29/15	United States of America	2016-0115554	04/28/16	METHODS FOR SEQUENCING SAMPLES	Abandoned
44288-711.305	CON	14/925,910	10/28/15	United States of America	2016-0122830	05/05/16	METHODS FOR PERSONALIZING CANCER TREATMENT	Abandoned
44288-711.306	CON	14/925,911	10/28/15	United States of America	2016-0115553	04/28/16	METHODS FOR PERSONALIZING CANCER TREATMENT	Abandoned
44288-711.401	DIV	15/183,653	08/15/16	United States of America	2016-0362749	12/15/16	METHODS FOR SEQUENCING SAMPLES	Published
44288-711.831	PCT	13/060,425	06/02/11	United States of America	2011-0230360 8,583,380	9/22/11 11/12/13	METHODS FOR STRATIFYING AND ANNOTATING CANCER DRUG TREATMENT OPTIONS	ISSUED