

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7011335

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	UNIVERSITY OF SOUTHERN CALIFORNIA	05/26/2021
RECEIVING PARTY DATA		
Name:	WEI-CHIANG SHEN	
Street Address:	2030 ROBIN ROAD	
City:	SAN MARINO	
State/Country:	CALIFORNIA	
Postal Code:	91108	
Name:	LIYUN YUAN	
Street Address:	2029 AMHERST DR.	
City:	SOUTH PASADENA	
State/Country:	CALIFORNIA	
Postal Code:	91030	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	12446487	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	kerstin.kinzer@us.dlapiper.com, gtdocket@dlapiper.com	
Correspondent Name:	LISA A. HAILE	
Address Line 1:	4365 EXECUTIVE DRIVE SUITE 1100	
Address Line 4:	SAN DIEGO, CALIFORNIA 92121	
ATTORNEY DOCKET NUMBER:	WEISHEN1100	
NAME OF SUBMITTER:	LISA A. HAILE	
SIGNATURE:	/Lisa A. Haile/	
DATE SIGNED:	11/08/2021	
Total Attachments: 5		
source=Patent_release_form_for_09-337[1]#page1.tif		

source=Patent_release_form_for_09-337[1]#page2.tif

source=Patent_release_form_for_09-337[1]#page3.tif

source=Patent_release_form_for_09-337[1]#page4.tif

source=Patent_release_form_for_09-337[1]#page5.tif

**USC Stevens Center for Innovation for Innovation
Operational Procedure:
Release of Patent Rights to Inventors**

Applicability

If USC elects, whether before or after filing patents applications, not to commercialize a USC researchers' invention in either the U.S. or foreign jurisdictions or both this procedure will apply to the release of patent rights to the inventors.

This procedure does not apply to government (U.S. or State) funded inventions. In those cases, USC is obligated to release its rights back to the government and, therefore, any transaction regarding ownership of the invention will be subject to the rights of the U.S. or state government, as applicable.

Procedure for Release of Patent Rights

In accordance with the USC IP Policy, the Deans of the inventors' schools will be given 30 days to determine if they wish to fund the costs of commercialization. If the Deans decline to fund, USC Stevens Center for Innovation initiates release to inventors who have expressed an interest in obtaining the patent rights. The form Patent Rights Release Agreement used is attached.

The release is subject to the rights of non-NIH research sponsors, which may require written pre-approval. If the inventions are the subject of additional research within USC, then additional reviews and/or approvals may be required, including a review by the Conflict of Interest in Research Committee.

Terms of Release

The following is a list of a few important business terms in the Patent Rights Release Agreement:

- The release only applies to existing patentable inventions that have already been disclosed to USC. It does not apply to any future inventions or undisclosed inventions.
- Patent prosecution files, if any, will be transferred to the inventor's counsel upon request, and the inventors will be responsible for all future costs.
- The university retains the right for itself and other non-profit and governmental institutions to use the released inventions for research, education and patient care or clinical purposes.

PATENT RIGHTS RELEASE AGREEMENT

This Patent Rights Release Agreement (“Agreement”) is effective as of March 30, 2021 (“Effective Date”) between the University of Southern California (“USC”) and the Inventor(s) identified below when signed by all parties. In the event of a conflict between the Transaction-Specific Terms below and other terms of this Agreement, the Transaction-Specific Terms shall govern.

1. Transaction-Specific Terms and Definitions. Capitalized terms in quotation marks in the below grid mean and include the information provided in the grid for that term.

A. “Inventors”	Name	USC School/Department	Home Address		
	Wei-Chiang Shen	Pharmacology & Pharmaceutical Sciences	2030 Robin Road San Marino, CA 91108		
	Liyun Yuan	Medicine – Gastro & Liver Diseases	2029 Amherst Dr. South Pasadena, Ca 91030		
B. “Invention Disclosure”	USC Tech ID	Invention Title	“USC Inventors”		
	09-337	Lipidized Interferon and Uses Thereof	Wei-Chiang Shen Liyun Yuan		
C. Inventions solely owned by USC?	yes				
D. Patents filed prior to Effective Date?	yes				
E. “Released Patents”	US Patent No. 8,486,384				
Application No.: 12/446,487 Date of Filing: 6/8/09	Title Lipidized interferon and methods of treating viral hepatitis	USC Inventors Wei-Chiang Shen Liyun Yuan			
F. Are rights for all countries being released?	yes				
G. Research sponsors for Inventions	no				
H. Special Provisions	no				
The following sections are to be completed by the Inventors					
I. Inventors Point of Contact (for information to/form USC)					
K. “Future Research”	Will the Inventors or any Inventor be conducting additional research within USC (either ongoing or contemplated future research) that uses the invention subject to this Agreement? [Yes/No]				
	NO If Yes, explain:				

2. Additional Definitions

“Inventions” means the inventions described in the specifications of the Released Patents or, if no patents have been filed, the inventions as disclosed in the Invention Disclosure, and does not include inventions, improvements, modifications, or other changes or additions made or disclosed to USC after the Effective Date.

“Released Patents” means (a) the United States and/or foreign patents and patent applications identified in Section 1; (b) all divisionals, continuations, and such claims of continuations-in-part as are

entitled to claim priority to the aforesaid patents and/or patent applications, and all reissues, reexaminations, extensions of, and foreign counterparts; and (c) any patents that issue with respect to the aforesaid patent applications.

3. Release Terms

3.1 Representations and Warranties. The Inventors represent, warrant and covenant to USC:

(a) Invention and Future Research Fully Disclosed. The Invention has been fully disclosed in the Invention Disclosure and any ongoing or contemplated research being conducted by the Inventors or any Inventor within USC that may use the Released Patents has been disclosed in Section 1. The scope of the inventions covered by the Released Patents will not be broadened in prosecution of the Released Patents

(b) No Assignment of Interests. No Inventor has assigned their interest in the Inventions to any person or entity other than USC, and no Inventor is aware of any third party with an interest in the Inventions (other than sponsors and co-owners identified in Section 1).

(c) No Representations or Warranties from USC. USC has not made any representation or warranty of any kind with respect to the Inventors, Inventions, or Released Patents, including without limitation, any representation or warranty regarding the validity, enforceability, or scope of any Released Patents, or that the practice of the Released Patents will be free from infringement of other patents or other intellectual property rights of USC or third parties; nothing in this Agreement shall be deemed to be such a representation or warranty.

In the event of any breach of Section 3.1, USC may rescind this Agreement, in which case the Inventors will immediately assign the Released Patents back to USC without payment of any consideration by USC.

3.2 Grant of License to USC. Inventors and each of them hereby grant USC a worldwide, fully paid-up, nonexclusive, royalty-free, irrevocable license to use and sublicense to any non-profit or governmental institution the Inventions and Released Patents for educational, research, and patient care and clinical activities.

4. USC Obligations

4.1 Release by USC. USC agrees to assign to the Inventors USC's interest in the Inventions and Released Patents, subject to the terms and conditions of this Agreement and, if a patent application has been filed prior to the Effective Date, to execute and deliver the Assignment in the form attached as Attachment A-1 hereto promptly after the Effective Date.

4.2 Transfer of Files. If a patent application has been filed, USC will promptly, upon request of the Inventors, instruct its prosecution counsel to transfer its patent files regarding Released Patents to Inventors' patent prosecution counsel.

5. Inventor Obligations

5.1 Continuing Prosecution of Released Patents. Inventors are responsible for directing all, if any, future patent prosecution and maintenance activities with respect to the Released Patents and the payment of all future expenses and fees relating to the prosecution, issuance and maintenance of the Released Patents.

5.2 Use of USC Facilities and Resources. Inventors' use of the facilities or the resources of USC for research, development, or commercialization of the released Inventions is subject to prior approval by USC and any conflicts management conditions required by USC.

5.3 **Sponsor Compliance.** Inventors agree to comply with all applicable reporting, royalty sharing and other requirements of industry or other third party sponsors of research that resulted in the Inventions.

6. Controlling Law; Jurisdiction and Venue

This Agreement will be construed in accordance with the laws of the State of California, without regard to its conflict of laws rules. Any claim will be brought and the parties submit to jurisdiction of the California or Federal court in Los Angeles, California, in which the party bringing the action files.

7. Limitation of Liability

In no event will USC be liable to inventors or any inventor for any incidental, consequential, exemplary or punitive damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever, regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether USC was advised or had reason to know of the possibility of incurring such damages in advance or had reason to know of the possibility of incurring such damages in advance.

8. Entire Agreement

This Agreement is the entire agreement between the parties concerning the subject matter addressed in this Agreement and no amendment, modification, or extension will be binding unless in writing executed by all parties. No rights are granted to Inventors other than as expressly granted in this Agreement.

University of Southern California

DocuSigned by:

Maja Mataric

Maja Mataric,
Interim Vice President of Research

Date: 5/26/2021

Inventors

DocuSigned by:

Wei-Chiang Shen

Wei-Chiang Shen

Date: 4/25/2021

DocuSigned by:

Liyun Yuan

Liyun Yuan

Date: 4/19/2021

ATTACHMENT A-1

ASSIGNMENT

WHEREAS, the University of Southern California, having a place of business at 1150 South Olive Street, Suite #2300, Los Angeles, CA 90015 (hereinafter referred to as "University"), is an assignee of U.S Patent Application No. "12/446,487", entitled "Lipidized interferon and methods of treating viral hepatitis" (the "Released Patent Application"); and

WHEREAS, Wei-Chiang Shen, an individual whose address is 2030 Robin Road, San Marino, CA 91108, and Liyun Yuan, an individual whose address is 2029 Amherst Dr., South Pasadena, Ca 91030 (hereinafter referred to as "Inventors"), desire to own University's entire right, title, and interest in and to the Released Patent Application;

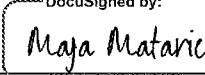
NOW THEREFORE, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, University hereby sells, assigns, transfers and sets over to each of the Inventors, their lawful successors and assigns, University's entire right, title, and interest in and to the Released Patent Application. University hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue all Letters Patent for this Released Patent Application to Inventors, their successors and assigns, in accordance with the terms of this Assignment. The assignment made hereby is subject to Inventors complying fully with the provisions of the Patent Rights Release Agreement executed by University and Inventors concurrently with this Assignment.

AND, UNIVERSITY HEREBY further represents, warrants and covenants that University has the full right to convey the interest assigned by this assignment, University will take all action and execute all documents necessary to perfect the interest assigned hereby, and University has not executed and will not execute any agreement in conflict with this Assignment.

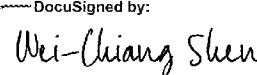
IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

UNIVERSITY OF SOUTHERN CALIFORNIA

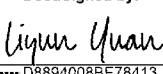
Inventors

By 
 Maja Mataric,
 Interim Vice President for Research

Date 5/26/2021

By 
 Wei-Chiang Shen

Date 4/25/2021

By 
 Liyun Yuan

Date 4/19/2021