

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7155332

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GRAHAM T. DEMPSEY	10/21/2021
OWEN MCMANUS	10/21/2021
HONGKANG ZHANG	10/21/2021
DAVID GERBER	10/22/2021
PIN LIU	10/21/2021
DAWEI ZHANG	10/21/2021
DUNCAN BROWN	12/11/2021
SUDHIR AGRAWAL	10/21/2021
CAITLIN LEWARCH	10/28/2021
RECEIVING PARTY DATA	
Name:	Q-STATE BIOSCIENCES, INC.
Street Address:	179 SIDNEY STREET
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02139-4238
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17478219
PCT Number:	US2150866
CORRESPONDENCE DATA	
Fax Number:	(617)856-8201
<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:	(617) 856-8200
Email:	ip@brownrudnick.com
Correspondent Name:	BROWN RUDNICK LLP
Address Line 1:	ONE FINANCIAL CENTER
Address Line 4:	BOSTON, MASSACHUSETTS 02111
ATTORNEY DOCKET NUMBER:	QSTA-029/01WO 31520/115

NAME OF SUBMITTER:	THOMAS C. MEYERS
SIGNATURE:	/Thomas C. Meyers/
DATE SIGNED:	02/02/2022
Total Attachments: 12 source=QSTA-029-01WO-Assignment#page1.tif source=QSTA-029-01WO-Assignment#page2.tif source=QSTA-029-01WO-Assignment#page3.tif source=QSTA-029-01WO-Assignment#page4.tif source=QSTA-029-01WO-Assignment#page5.tif source=QSTA-029-01WO-Assignment#page6.tif source=QSTA-029-01WO-Assignment#page7.tif source=QSTA-029-01WO-Assignment#page8.tif source=QSTA-029-01WO-Assignment#page9.tif source=QSTA-029-01WO-Assignment#page10.tif source=QSTA-029-01WO-Assignment#page11.tif source=QSTA-029-01WO-Assignment#page12.tif	

ASSIGNMENT

WHEREAS we, the below named inventors,

**Graham T. Dempsey, Owen McManus, Hongkang Zhang, David Gerber,
Pin Liu, Dawei Zhang, Duncan Brown, Sudhir Agrawal, and Caitlin Lewarch**

hereinafter referred to as "Assignor(s)" have made an invention(s), hereinafter referred to as the "Invention(s)," set forth in an application for patent, entitled:

**THERAPEUTIC COMPOSITIONS FOR TREATING PAIN VIA
MULTIPLE TARGETS**

for which we filed an International Patent Application on **September 17, 2021**, which bears International Application No. **PCT/US2021/050866** and a U.S. Non-Provisional Patent Application on **September 17, 2021**, which bears U.S. Patent Application No. **17/478,219**; and

WHEREASE, Q-STATE BIOSCIENCES, INC., a Delaware Corporation, whose post office address is 179 Sidney St, Cambridge MA 02139-4238 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Inventions; the applications for patent identified above; the right to file applications for patent of any country on the Inventions; any application for patent of any country claiming priority to these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these patents applications; and any patent of any country that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified above;
- (c) the right to file applications for patent of any country on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of any country claiming the Invention(s);

(e) any application(s) for patent of any country claiming priority to the application for patent identified above or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of any country that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby requests the patent authority to issue/grant said patents of their respective country to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 10/21/2021

By: 
GRAHAM T. DEMPSEY

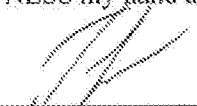
State of Massachusetts)

) ss.

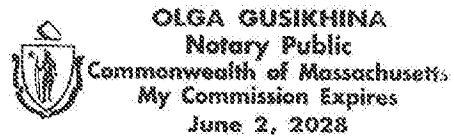
County of Middlesex)

On October 21 2021, before me, OLGA GUSIKHINA, Notary Public, personally appeared GRAHAM T. DEMPSEY, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public



My Commission Expires: June 2, 2028

Place Notary Seal Above

Date: 10/21/21

By: Owen McManus
OWEN MCMANUS

State of Massachusetts)

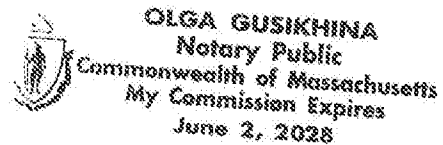
) ss.

County of Middlesex)

On October 21 2021, before me, OLGA GUSIKHINA, Notary Public, personally appeared OWEN MCMANUS, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



My Commission Expires: June 2, 2028

Place Notary Seal Above

Date: October 21, 2021

By: Hongkang Zhang
HONGKANG ZHANG

State of Massachusetts)

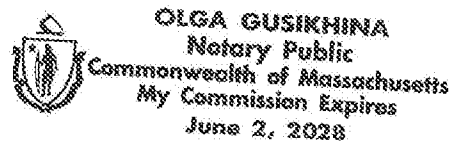
) ss.

County of Middlesex)

On October 21 2021, before me, OLGA GUSIKHINA, Notary Public, personally appeared HONGKANG ZHANG, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public




My Commission Expires: June 2, 2028

Place Notary Seal Above

Date: 10/22/21

By:


DAVID GERBER

State of Massachusetts

)

) ss.

County of Middlesex

)

On October 22 2021, before me, OLGA GUSIKHINA, Notary Public, personally appeared DAVID GERBER, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public



OLGA GUSIKHINA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 2, 2028

My Commission Expires: June 2, 2028

Place Notary Seal Above

Date: 10/21/2021

By: 
PIN LIU

State of Massachusetts)

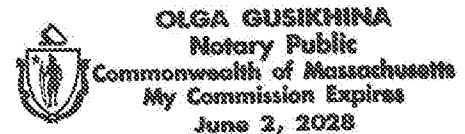
) ss.

County of Middlesex)

On October 21 2021, before me, OLGA GUSIKHINA, Notary Public, personally appeared PIN LIU, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



My Commission Expires: June 2, 2028

Place Notary Seal Above

Date: October 21, 2021

By: 
DAWEI ZHANG

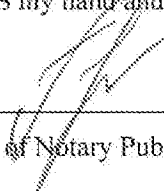
State of Massachusetts)

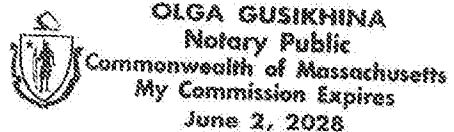
) ss.

County of Middlesex)

On October 21 2021, before me, OLGA GUSIKHINA, Notary Public, personally appeared DAWEI ZHANG, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



My Commission Expires: June 2, 2028

Place Notary Seal Above

Date: 12/11/21

By: 
DUNCAN BROWN

State of CALIFORNIA)

) ss.

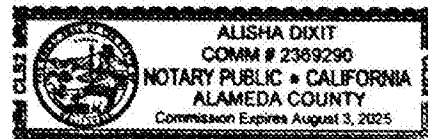
County of ALAMEDA)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On 12/11/21, before me, ALISHA DIXIT, Notary Public, personally appeared DUNCAN P BROWN, personally known to me or proved to me on the basis of satisfactory evidence of identification, which were DRIVER'S LICENSE, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



My Commission Expires: August 3rd 2025

Place Notary Seal Above

Date:

10/21/21

By:


SUDHIR AGRAWAL

State of Massachusetts

)


) ss.

County of Middlesex


)

On ____October 21 2021____, before me, ____OLGA GUSIKHINA____, Notary Public, personally appeared SUDHIR AGRAWAL, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public

 **OLGA GUSIKHINA**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 2, 2028

My Commission Expires: June 2, 2028

Place Notary Seal Above

Date: 10/28/21

By: _____

CAITLIN LEWARCH

State of Massachusetts)

) ss.

County of Middlesex)

On October 28 2021, before me, OLGA GUSIKHINA, Notary Public, personally appeared CAITLIN LEWARCH, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

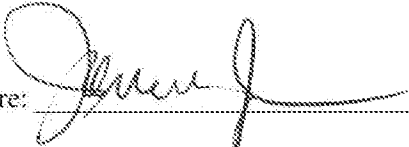
Signature of Notary Public



OLGA GUSIKHINA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 2, 2028

My Commission Expires: June 2, 2028

Place Notary Seal Above

Signature:  Date: October 21, 2021

Print Name: JAMES M. JACOBSON

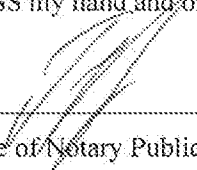
Title: General Counsel and Secretary

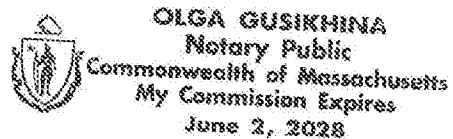
Q-STATE BIOSCIENCES, INC.

Commonwealth of Massachusetts)
) ss.
County of Middlesex)

On October 21 2021, before me, OLGA GUSIKHINA, Notary Public, personally appeared JAMES M. JACOBSON, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



My Commission Expires: June 2, 2028

Place Notary Seal Above