

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI484021

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ACHAOGEN, INC.	12/19/2019
RECEIVING PARTY DATA		
Company Name:	REVAGENIX, INC.	
Street Address:	237 A ST. #22162	
City:	San Diego	
State/Country:	CALIFORNIA	
Postal Code:	92101-4003	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	18085645	
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>		
Phone:	7037903310	
Email:	bonnie.hughes@wbd-us.com	
Correspondent Name:	WOMBLE BOND DICKINSON (US) LLP	
Address Line 1:	P.O. Box 570489	
Address Line 4:	Atlanta, GEORGIA 30357	
ATTORNEY DOCKET NUMBER:	R111943 1040USD1	
NAME OF SUBMITTER:	Bonnie Hughes	
SIGNATURE:	Bonnie Hughes	
DATE SIGNED:	09/10/2024	
Total Attachments: 4		
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source=Achaogen to Revagenix#page4.tiff		

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Assignment"), effective as of December 19, 2019 (the "Effective Date"), is by and between Revagenix, Inc., a Delaware corporation ("Assignee") and Achaogen, Inc., a Delaware corporation ("Assignor").

WITNESSETH:

WHEREAS, pursuant to the terms and subject to the conditions of the Quitclaim Asset Purchase Agreement, dated October 22, 2019 (the "Asset Purchase Agreement"), between Assignee and Assignor, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, among other things, the Purchased Assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to sell, assign, convey, deliver, transfer and quitclaim the entire right, title and interest in, to and under all of the patents included in the Purchased Assets, including the patents set forth on Exhibit A hereto (the "Assigned IP"), to Assignee and Assignee desires to acquire the entire right, title and interest in, to and under such Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Asset Purchase Agreement and subject to the terms and conditions therein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignor hereby irrevocably sells, assigns, conveys, delivers, transfers and quitclaims to Assignee the entire right, title and interest in, to and under (i) the Assigned IP, together with all goodwill associated therewith, in each case to be held and enjoyed by Assignee for its own use and enjoyment as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, including the right to claim priority under the International Convention for the Protection of Industrial Property and under any other international arrangement to which the United States of America is or hereafter becomes a signatory, (ii) all rights to sue, claim and recover for past, present and future infringement, misappropriation, dilution or other violation of any Assigned IP, and (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing.

3. Upon the reasonable request by Assignee, Assignor shall endeavor to execute all documents and take all actions as may be necessary or desirable to enable Assignee to prosecute, perfect, enforce, defend, register and/or record its right, title and interest in, to and under the Assigned IP, in each case, without further compensation but at the expense of Assignee. In the event that Assignor fails to execute any such document or take any such action as set forth in the preceding sentence, Assignor hereby designates Assignee as Assignor's agent, and hereby grants to Assignee a power of attorney with full power of substitution, which power

of attorney shall be deemed coupled with an interest, for the purpose of executing such documents or taking such actions.

4. Assignor hereby authorizes and requests the officials of the United States Copyright Office and the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned IP.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the choice of law principles thereof. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. No waiver, modification or change of any provision of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

AS ASSIGNOR:

ACHAOGEN, INC.

By: 

Name: Nick Campbell

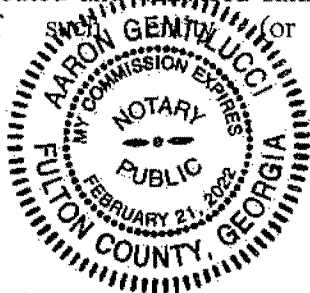
Title: Chief Restructuring Officer

STATE OF)

) ss

COUNTY OF)

On the 19 day of December, 2019, before me personally came Nick Campbell, who is personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and did depose and say to me that he or she executed the same in his or her capacity as Chief Officer of Achaogen, the entity described in and which executed the foregoing instrument, and that he or she executed and delivered said instrument pursuant to authority given by the board of directors of Achaogen (or other applicable authority of such entity).




Notary Public

(PLACE STAMP AND SEAL ABOVE)

[Signature Page to Patent Assignment Agreement]

