

Señores
DIRECCION DE NUEVAS CREACIONES
SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO
Bogotá, D.C.

1
SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO



No. 13-169462- -00002-0000

Fecha: 2013-10-07 09:44:13 Dep. 2020 DIR.NUEVASOR
Tra. 11 PATENTEIYII Eve: 378 FASENACIONALI
Act. 444 RESPUESTAREQUE Folios: 20

Re.: Código 011-378-444
Expediente No. 13-169.462
Fase nacional de Solicitud
de Patente PCT
**SELEXYS PHARMACEUTICALS
CORPORATION - OKLAHOMA MEDICAL
RESEARCH FOUNDATION**

En relación con el expediente de la referencia y dando cumplimiento a la última providencia recaída sobre este asunto por medio del presente escrito me permito manifestarles lo siguiente:

1. Adjunto una copia del poder otorgado por la sociedad Selexys Pharmaceuticals Corporation.
2. Adjunto una copia del poder otorgado por Oklahoma Medical Research Foundation.
3. Acompaño una copia del documento que acredita la cesión de los inventores Scott ROLLINS - Richard ALVAREZ - Russell ROTHER - Ziad S. KAWAR - Rodger P. MCEVER a las solicitantes.
4. Igualmente acompaño una copia del certificado de depósito del material biológico.

Renuncio al término faltante de traslado, y les solicito ordenar la publicación del extracto.

De Ustedes Atentamente,

LUIS FELIPE CASTILLO GIBSON
T.P. No. 68.995 del C.S.J.

2

FOR PATENTS AND TRADEMARKS IN
COLOMBIA

PODER

POWER OF ATTORNEY

(1)
domiciliado en (2)

(1) **Russell Rother**
Executive V.P. and COO
domiciled in (2) **Selexys Pharmaceuticals**
840 Research Parkway, Suite 512
OKLAHOMA CITY, OK 73104 U.S.

nombra al Dr. Germán Castillo Grau y/o Adriana
Castillo Gibsone y/o Luis Felipe Castillo Gibsone

hereby appoint Dr. Germán Castillo Grau and/or
Adriana Castillo-Gibsone and/or Luis Felipe
Castillo-Gibsone

con oficinas en la Carrera 13 No. 37-43, Piso 12
en Santafé de Bogotá, D.C., Colombia como sus
representantes con poder especial amplio y
suficiente, para recabar de las oficinas y
autoridades Colombianas, administrativas,
judiciales o de policía, en primera o segunda
instancia, la Obtención de Patentes de
Invención, Registro de Marcas, de Diseños
Industriales, de Nombres y Enseñas
Comerciales, de Registros Sanitarios, Nombres
de Dominio, Variedades Vegetales, lo mismo
que trasposos, extensiones, renovaciones,
cambios de nombre y domicilio, registro de
licencias de explotación y registro de licencias
indicado, elevar solicitudes, formular
descripciones, enmiendas, protestas,
declaraciones, apelaciones y reclamos, solicitar
la aplicación de medidas cautelares, aceptar en
nuestro nombre y representación la Cesión de
derechos de invención y de patente de invención
que se nos haga por cualquier persona, abonar
todos los impuestos cuotas y pagos
determinados por la ley, recibir todos los
documentos y valores dando el descargo
respectivo, llenar cualesquiera otros requisitos,
desistir, y tomar en fin todas las medidas que
creyeren conducentes al resguardo de nuestros
intereses y en caso de presentarse oposiciones
para que intervengan como demandantes o
como demandados, con todas las demás
facultades legales necesarias. Este poder
comprende además las facultades de recibir,
desistir, transigir, comprometer, sustituir, revocar
sustituciones, recibir notificaciones y nombrar
apoderados judiciales o extra-judiciales

with offices at Carrera 13 No. 37-43, 12th Floor in
Bogotá, Colombia as our representatives with
special ample and sufficient power to obtain from
the offices and Colombian authorities,
administrative, judicial and police, in first or in
second instance, Patents of Invention,
registration of Trade or Service Marks, Industrial
Designs, of Commercial Names and Ensigns,
Health and Sanitary Registrations, Domain
Names, Plant Varieties, as well as assignments,
extensions, renewals, changes of names and
addresses, registration of licences of exploitation
and licences of use referring to said actions who
are empowered to take before said authorities all
of the necessary steps for the purposes
indicated, to file applications, to formulate
descriptions, corrections, protests, declarations,
appeals and claims, apply for precautionary
measures, to accept on our behalf and
representation the assignment of rights on
invention and titles of invention that may be done
to us by any person, to pay all taxes, quotas and
payments prescribed by law, to receive all the
documents and proceeds giving the respective
acquittance or receipt, to fulfill any other
requisites to desist and take in fact any other
measures that may be deemed conducive to the
safeguard of our interests, and in case
oppositions are presented to intervene as
plaintiff or defendant, with all necessary legal
faculties. This power includes the faculties to
receive, desist, compromise, transact, substitute
it in all or in part, to revoke substitutions, to
receive notifications and to appoint judicial or
extra-judicial attorneys.

Dado y firmado en (4)

Given and signed in (4)
Selexys Oklahoma City, OK
U.S.

Firma/Signature **Russell Rother**

Corporate Seal to be Affixed

Castillo Grau & Associates

Law Offices
P.O. Box 251473
Bogotá, Colombia

FOR PATENTS AND TRADEMARKS IN

COLOMBIA

PODER

(1) OKLAHOMA MEDICAL
RESEARCH FOUNDATION
domiciliado en (2) 825 NE 13th
OKLAHOMA CITY, ESTADO DE
OKLAHOMA, E. U. A.

nombra al Dr. Germán Castillo Grau y/o Adriana
Castillo Gibsone y/o Luis Felipe Castillo Gibsone

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Comerciales, de Registros Sanitarios, Nombres
de Dominio, Variedades Vegetales, lo mismo
que trasposos, extensiones, renovaciones,
cambios de nombre y domicilio, registro de
licencias de explotación y registro de licencias
de uso referentes a tales actuaciones, a cuyo
efecto les faculta para dar ante dichas
autoridades todos los pasos necesarios al objeto
Indicado, elevar solicitudes, formular
descripciones, enmiendas, protestas,
declaraciones, apelaciones y reclamos, solicitar
la aplicación de medidas cautelares, aceptar en
nuestro nombre y representación la Cesión de
derechos de invención y de patente de invención
que se nos haga por cualquier persona, abonar
todos los impuestos cuotas y pagos
determinados por la ley, recibir todos los
documentos y valores dando el descargo
respectivo, llenar cualesquiera otros requisitos,
desistir, y tomar en fin todas las medidas que
creyeren conducentes al resguardo de nuestros
intereses y en caso de presentarse oposiciones
para que intervengan como demandantes o
como demandados, con todas las demás
facultades legales necesarias. Este poder
comprende además las facultades de recibir,
desistir, transigir, comprometer, sustituir, revocar
sustituciones, recibir notificaciones y nombrar
apoderados judiciales o extra-judiciales

Dado y firmado en (4)

Firma/Signature

8/13/13

Corporate Seal to be Affixed

Larry J. Kennedy, Vice President Technology Transfer
Oklahoma Medical Research Foundation

POWER OF ATTORNEY

(1)

domiciled in (2)

hereby appoint Dr. Germán Castillo Grau and/or
Adriana Castillo-Gibsone and/or Luis Felipe
Castillo-Gibsone

with offices at Carrera 13 No 37-43, 12th Floor in
Bogotá, Colombia as our representatives with
special ample and sufficient power to obtain from
the offices and Colombian authorities,
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Health and Sanitary Registrations, Domain
Names, Plant Varieties, as well as assignments,
extensions, renewals, changes of names and
addresses, registration of licences of exploitation
and licences of use referring to said actions who
are empowered to take before said authorities all
of the necessary steps for the purposes
indicated, to file applications, to formulate
descriptions, corrections, protests, declarations,
appeals and claims, apply for precautionary
measures, to accept on our behalf and
representation the assignment of rights on
invention and titles of invention that may be done
to us by any person, to pay all taxes, quotas and
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acquittance or receipt, to fulfill any other
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faculties. This power includes the faculties to
receive, desist, compromise, transact, substitute
it in all or in part, to revoke substitutions, to
receive notifications and to appoint judicial or
extra-judicial attorneys.

Given and signed in (4)



SELEXYS PHARMACEUTICALS CORPORATION

Novel antibody-based drugs to treat inflammatory diseases

840 Research Parkway, Suite 512, Oklahoma City, OK 73104

I hereby certify that the attached are true copies of the original assignment documents of U.S patent application numbers US 61/529,682 and US 12/974,739 seen by the undersigned.

For and on behalf of:

SELEXYS PHARMACEUTICALS CORPORATION:

(Signature) Scott Rollins

(Print Name) Scott Rollins

(Position) CEO

(Date) 07/24/13

5

ASSIGNMENT

WHEREAS: Scott Rollins, an individual residing at 5501 White Fences, Oklahoma City, OK 73131; Richard Alvarez, an individual residing at 3604 Katherine Court, Edmond, OK 73013; Russell Rother, an individual residing at 10325 Forest Meadow Drive, Oklahoma City, OK 73151; and Ziad S. Kavar, an individual residing at 2800 NW 46th St., Oklahoma City, OK 73112 (hereinafter referred to as ASSIGNORS), have invented and own a certain invention entitled: "ANTI-P-SELECTIN ANTIBODIES AND METHODS OF THEIR USE AND IDENTIFICATION" for which application for Letters Patent of the United States was filed on August 31, 2011, identified as USSN 61/529,682; and

WHEREAS: Selexys Pharmaceuticals Corporation, an Oklahoma corporation having a principal place of business at 840 Research Parkway, Suite 516, Oklahoma City, OK 73104, (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNORS of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNORS hereby sell, assign and transfer to ASSIGNEE the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries, including the right, but not limited to, suing and collecting damages for past infringements, and to claim priority under any applicable provisions of the International Convention and the Patent Cooperation Treaty and to all Letters Patent or similar legal protection in the United States and

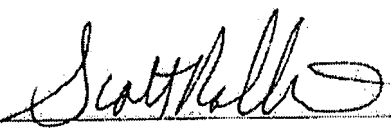
its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNORS' and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

This Assignment may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have hereunto set hand and seal this
8th day of Sept 2011.



Scott Rollins

4

This Assignment may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have hereunto set hand and seal this
8 day of September 2011.



Richard Alvarez

8

This Assignment may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have hereunto set hand and seal this
08 day of September 2011.



Russell Rother

9

This Assignment may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument.

8 IN WITNESS WHEREOF, I have hereunto set hand and seal this
day of Sept. 2011.


Ziad S. Kavar

10

ASSIGNMENT

WHEREAS: Rodger P. McEver, an individual residing at 1716 Guilford Lane, Oklahoma City, Oklahoma 73120, (hereinafter referred to as ASSIGNOR), have invented and own a certain invention entitled: "ANTI-P-SELECTIN ANTIBODIES AND METHODS OF THEIR USE AND IDENTIFICATION", for which Letters Patent of the United States was filed on August 31, 2011, identified as USSN 61/529,682 and;

WHEREAS: Oklahoma Medical Research Foundation, a non-profit biomedical research institution having a principal place of business at 825 NE 13th, Oklahoma City, Oklahoma 73104 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

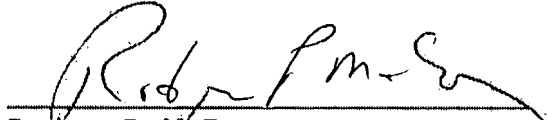
NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sell, assign and transfer to ASSIGNEE the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries, including the right, but not limited to, suing and collecting damages for past infringements, and to claim priority under any applicable provisions of the International Convention and the Patent Cooperation Treaty and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal,

11
substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

ASSIGNOR hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

8th IN WITNESS WHEREOF, I have hereunto set hand and seal this day of SEPTEMBER 2011.


Rodger P. McEver

ASSIGNMENT

WHEREAS: Scott Rollins, an individual residing at 5501 White Fences, Oklahoma City, OK 73131; Richard Alvarez, an individual residing at 3604 Katherine Court, Edmond, OK 73013; Russell Rother, an individual residing at 10325 Forest Meadow Drive, Oklahoma City, OK 73151; and Ziad S. Kavar, an individual residing at 333 N.W. 5th Street, Apt. #1802, Oklahoma City, OK 73102 (hereinafter referred to as ASSIGNORS), have invented and own a certain invention entitled: "ANTI-P-SELECTIN ANTIBODIES AND METHODS OF THEIR USE AND IDENTIFICATION" for which application for Letters Patent of the United States was filed on December 21, 2010, identified as USSN 12/974,739;

WHEREAS: Selexys Pharmaceuticals Corporation, an Oklahoma corporation having a principal place of business at 840 Research Parkway, Suite 516, Oklahoma City, OK 73104, (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNORS of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNORS hereby sell, assign and transfer to ASSIGNEE the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries, including the right, but not limited to, suing and collecting damages for past infringements, and to claim priority under any applicable provisions of the International Convention and the Patent Cooperation Treaty and to all Letters Patent or similar legal protection in the United States and

13

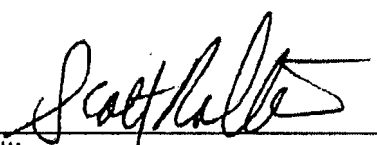
its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

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This Assignment may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have hereunto set hand and seal this
17 day of Feb 2011.



Scott Rollins

17

This Assignment may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument.

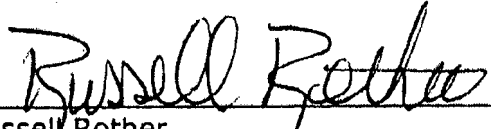
IN WITNESS WHEREOF, I have hereunto set hand and seal this
15 day of February 2011.



Richard Alvarez

This Assignment may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have hereunto set hand and seal this
16 day of February 2011.



Russell Rother

16

This Assignment may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have hereunto set hand and seal this
15 day of February 2011.



Ziad S. Kavar

17

ASSIGNMENT

WHEREAS: Rodger P. McEver, an individual residing at 1716 Guilford Lane, Oklahoma City, Oklahoma 73120, (hereinafter referred to as ASSIGNOR), have invented and own a certain invention entitled: "ANTI-P-SELECTIN ANTIBODIES AND METHODS OF THEIR USE AND IDENTIFICATION", for which Letters Patent of the United States was filed on December 21, 2010, identified as USSN 12/974,739 and;

WHEREAS: Oklahoma Medical Research Foundation, a non-profit biomedical research institution having a principal place of business at 825 NE 13th, Oklahoma City, Oklahoma 73104 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

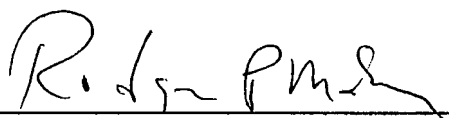
NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sell, assign and transfer to ASSIGNEE the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries, including the right, but not limited to, suing and collecting damages for past infringements, and to claim priority under any applicable provisions of the International Convention and the Patent Cooperation Treaty and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal,

substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

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8th IN WITNESS WHEREOF, I have hereunto set hand and seal this
day of February 2011.


Rodger P. McEver

**BUDAPEST RESTRICTED CERTIFICATE OF DEPOSIT
BUDAPEST TREATY ON THE INTERNATIONAL RECOGNITION OF
THE DEPOSIT OF MICROORGANISMS FOR THE PURPOSES OF PATENT PROCEDURE
INTERNATIONAL FORM
RECEIPT IN THE CASE OF AN ORIGINAL DEPOSIT ISSUED PURSUANT TO RULE 7.3
AND VIABILITY STATEMENT ISSUED PURSUANT TO RULE 10.2**

The American Type Culture Collection (ATCC®) has received your deposit of seeds/strain(s)/strain(s) in connection with the filing of an application for patent. The following information is provided to fulfill Patent Office requirements.

Richard Alvarez
Selexys Pharmaceuticals Corporation
840 Research Parkway
Ste 516
Oklahoma City, OK 73104

Deposited on Behalf of: **Selexys Pharmaceuticals Corporation**

Date of Receipt of seeds/strain(s) by the ATCC®: **October 12, 2011**

Identification Reference by Depositor: **ATCC ®Patent Deposit Designation:** **Quantity Received:**

Mouse monoclonal
anti-P-Selectin antibody: G4 294F6 **PTA-12154** **25 vials**

The ATCC® understands that:

1. The deposit of these seeds/strain(s) does not grant ATCC® a license, either express or implied, to infringe the patent, and our release of these seeds/strain(s) to others does not grant them a license, either express or implied, to infringe the patent.
2. If the deposit should die or be destroyed during the effective term of the patent, it shall be your responsibility to replace it with viable material. It is also your responsibility to supply a sufficient quantity for distribution for the deposit term. ATCC® will distribute and maintain the material for 30 years or 5 years following the most recent request for the deposit, whichever is longer. The United States and many other countries are signatory to the Budapest Treaty.

Prior to the issuance of a U.S. Patent, the ATCC® agrees in consideration for a one-time service charge, not to distribute these seeds/strain(s) or any information relating thereto or to their deposit except as instructed by the depositor or relevant patent office. After relevant patent issues we are responsible to release the seeds/strain(s) and they will be made available for distribution to the public without any restrictions. We will inform you of requests for the seeds/strain(s) for 30 years from date of deposit.



The deposit was tested **October 27, 2011** and on that date, the seeds/strain(s) were viable
International Depository Authority: American Type Culture Collection (ATCC®), Manassas, VA, USA

Signature of person having authority to represent ATCC®:

Rochelle
Harrington

Digitally signed by Rochelle Harrington
DN: cn=Rochelle Harrington, o=ATCC,
ou=PLS, email=rharrington@atcc.org,
c=US
Location: Manassas, VA 20110
Date: 2011.11.22 11:44:20 -0400

ATCC® Patent Depository

November 2, 2011
Date

cc: Chris Corbett

Ref: Docket or Case No: 7149