



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

FEBRUARY 10, 2017

PTAS

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650 PAGE MILL ROAD
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UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 02/09/2017

REEL/FRAME: 041217/0621
NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: 46234-732.101

ASSIGNOR:

GRICE, CHERYL A.

DOC DATE: 01/31/2017

ASSIGNOR:

BUZARD, DANIEL J.

DOC DATE: 02/01/2017

ASSIGNOR:

WHITE, NICOLE S.

DOC DATE: 01/31/2017

ASSIGNOR:

HERTZOG, DONALD L.

DOC DATE: 01/31/2017

ASSIGNEE:

ABIDE THERAPEUTICS, INC.
10835 ROAD TO THE CURE, SUITE 250
SAN DIEGO, CALIFORNIA 92121

APPLICATION NUMBER: 62423095

FILING DATE: 11/16/2016

PATENT NUMBER:

ISSUE DATE:

TITLE: MAGL INHIBITORS

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT

Docket Number 46234-732.101

WHEREAS, the undersigned:

- | | | |
|--|---|--|
| 1. Cheryl A. GRICE
924 Springwood Lane
Encinitas, CA 92024 | 2. Daniel J. BUZARD
14494 Janal Way
San Diego, CA 92129 | 3. Nicole S. WHITE
3672 Caminito Cielo Del Mar
San Diego, CA 92130 |
|--|---|--|

(hereinafter "Inventor(s)), have invented certain new and useful improvements in

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☒ for which application serial number 62/423,095 was filed on November 16, 2016 in the United States Patent and Trademark Office; (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, Abide Therapeutics, Inc., a corporation of the State of Delaware, having a place of business at 10835 Road to the Cure, Suite 250, San Diego, CA 92121, USA, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "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 Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do 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 Inventor(s) hereby covenant and agree 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 said Inventor(s) 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 said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any 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; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

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 said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) 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.

PATENT ASSIGNMENT

Docket Number 46234-732.101

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 1/31/17 Cheryl A. GRICE
Cheryl A. GRICE

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.

State of California)
County of San Diego)

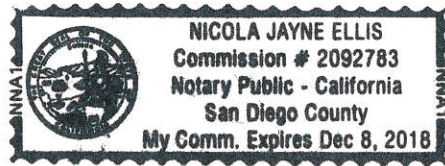
On January 31, 2017 before me, Nicola Jayne Ellis, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Cheryl A. GRICE

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

Date: 2-1-17 Daniel J. BUZARD
Daniel J. BUZARD

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.

State of California)
County of San Diego)

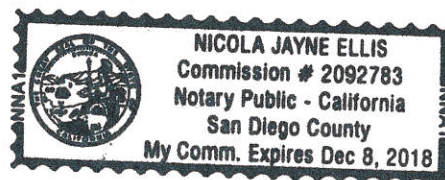
On February 1, 2017 before me, Nicola Jayne Ellis, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel J. BUZARD

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

PATENT ASSIGNMENT

Docket Number 46234-732.101

Date: 31 Jan 17
Nicole S. WHITE

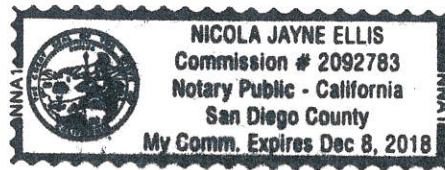
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)County of San Diego)On January 31, 2017 before me, Nicola Jayne Ellis, Notary Public
*Date Here Insert Name and Title of the Officer*personally appeared Nicole S. WHITE*Name(s) of Signer(s)*

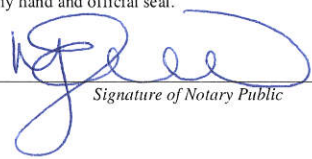
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



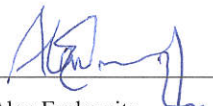
Place Notary Seal Above

Signature 
Signature of Notary Public

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 2/1/2017

Abide Therapeutics, Inc.

By: 

Name: Alan Ezekowitz

Title: President and Chief Executive Officer

PATENT ASSIGNMENT

Docket Number 46234-732.101

WHEREAS, the undersigned:

1. Donald L. HERTZOG
114 Ashworth Drive
Durham, NC 27707

(hereinafter "Inventor(s)), have invented certain new and useful improvements in

MAGL INHIBITORS

☒ for which application serial number 62/423,095 was filed on November 16, 2016 in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, Abide Therapeutics, Inc., a corporation of the State of Delaware, having a place of business at 10835 Road to the Cure, Suite 250, San Diego, CA 92121, USA, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "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 Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do 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 Inventor(s) hereby covenant and agree 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 said Inventor(s) 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 said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any 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; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

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 said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) 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.

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PATENT ASSIGNMENT		Docket Number 46234-732.101
IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:		
Date: <u>31 January 2017</u> <u>Donald L. Hertzog</u> Donald L. HERTZOG		
Witness: <u>Almasa Bass</u> Signature <u>Almasa Bass</u> (printed name) Date: <u>31 Jan 2017</u> Address: <u>3421 Cambridge Rd.</u> <u>Durham, NC 27707</u>	Witness: <u>Mark D. Weitzel</u> Signature <u>Mark D. Weitzel</u> (printed name) Date: <u>31-JAN-2017</u> Address: <u>116 ASHWORTH DRIVE</u> <u>DURHAM NC 27707</u>	
RECEIVED AND AGREED TO BY ASSIGNEE: Date: <u>2/1/2017</u> Abide Therapeutics, Inc.		By: <u>Alan Ezekowitz</u> Name: Alan Ezekowitz Title: President and Chief Executive Officer