502124645 11/11/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Dr. Barry G.W. Arnason	11/08/2012
Dr. Mark A. Jensen	11/08/2012
Dr. David M. White	11/08/2012

RECEIVING PARTY DATA

Name:	Iterative Therapeutics, Inc.
Street Address:	3430 North Lake Shore Dr., #11M
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60657

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13026207

CORRESPONDENCE DATA

Fax Number: 8667472595

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 5134574510

Email: harry.guttman@stipkalalaw.com

Correspondent Name: Harry J. Guttman

Address Line 1: 4443 Edenton Lane

Address Line 4: Blue Ash, OHIO 45242

ATTORNEY DOCKET NUMBER:	1029.0002-D1

NAME OF SUBMITTER: Harry J. Guttman

Total Attachments: 6

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PATENT REEL: 029276 FRAME: 0967 OF \$40.00 15026207

502124645

ASSIGNMENT AGREEMENT

For one dollar and other good and valuable consideration, the receipt, sufficiency, and adequacy of which is hereby acknowledged, the undersigned inventor or inventors (hereinafter called "ASSIGNOR") hereby assigns, transfers, and sets over to:

Name: Iterative Therapeutics, Inc.

Incorporated in the state of: Delaware

Address:

Iterative Therapeutics, Inc.

3430 North Lake Shore Dr., #11M

Chicago, IL 60657

(hereinafter called "ASSIGNEE") and its successors and assigns, the entire worldwide right, title, and interest in and to the application

entitled: "METHODS OF USING FUSION PROTEINS"

for which a United States Patent Application having Attorney Docket No. <u>1029.0002-D1</u> was filed on <u>13/026,207</u>, and assigned U.S. Application No. February 12, 2011

all inventions disclosed therein, any improvements thereon, and all rights and privileges under any Letters Patent which may be issued or reissued thereon or upon any additional, continuing, or divisional applications thereof in the United States or any other national jurisdiction, regional jurisdiction, and/or international patent issuing authority/organization, including all rights, if any, to sue for past infringement.

- (1) ASSIGNOR agrees, without charge to said ASSIGNEE, but at ASSIGNEE's expense (a) to execute (i) all necessary papers (such as, but not limited to, declarations and disclaimers) to be used in connection with this application and any continuing and divisional applications, and any reexamination and reissue proceedings, as the ASSIGNEE or its successors and assigns may deem necessary or expedient, (ii) all papers in connection with any interference or other legal or quasi-legal proceedings relating to this application or any additional, continuing, or divisional application thereof as well as any corresponding application in a non-US national jurisdiction, regional jurisdiction, and/or international patent issuing authority/organization; (b) to cooperate with ASSIGNEE and its successors and assigns in every way possible in obtaining evidence (such as, but not limited to, performing experiments and providing facts and documents) and going forward in any such proceedings (at no expense to ASSIGNOR); and (c) to perform all other affirmative acts which may be necessary or desirable to obtain a grant of a patent for said invention.
- (2) ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue any and all Letters Patent that may be granted upon the above-identified patent application or any additional, continuing or divisional

applications thereof to the ASSIGNEE or its successors and assigns.

(3) ASSIGNOR hereby authorizes the ASSIGNEE, its successors and assigns, to file in its own name, applications for patents under the patent laws of any country of the world in connection with the inventions hereby transferred, under the International Convention claiming the priority of the U.S. application or otherwise, and to secure in its own name the patent or patents issued thereon.

- (4) ASSIGNOR covenants and warrants that he/she has full right to convey the entire right, title and interest by this instrument, free of any encumbrances and that no other agreement has been or will be executed in conflict herewith, with the exception of the Intellectual Property Assignment Agreement to Inventor(s) entered into on March 27, 2007 between ASSIGNOR and the University of Chicago (hereinafter called "MARCH 2007 AGREEMENT").
- (5) ASSIGNOR hereby grants to the law firm of STIPKALA LLC of North Charleston, SC (with offices in Minnesota and Ohio), authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or a Patent Office of any non-US national jurisdiction, regional jurisdiction, and/or international patent issuing authority/organization.
- (6) ASSIGNOR and ASSIGNEE agree that this assignment shall fulfill the purposes of a Deed of Assignment in jurisdictions requiring same.
- (7) Further to the MARCH 2007 AGREEMENT, ASSIGNOR and ASSIGNEE agree that the University of Chicago, its trustees, officers, employees, and agents are third party beneficiaries of this Assignment Agreement.
- (8) Further to the MARCH 2007 AGREEMENT, ASSIGNEE agrees that at all times during the term of this Assignment Agreement and thereafter, each party shall jointly and severally indemnify and hold harmless the University of Chicago, its trustees, officers, employees, and agents, against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of the death of or injury to any person or persons or out of any damage to property, or resulting from the production, manufacture, sale, use, lease, consumption or advertisement of any product incorporating the invention, or which falls within the claims of any issued or pending patent of the subject invention, or arising from any obligation thereof.
- (9) Further to the MARCH 2007 AGREEMENT, ASSIGNEE agrees that prior to the first commercial sale of any product incorporating the invention, commercial, general liability insurance covering the University of Chicago, its trustees, officers, employees, and agents, shall be obtained. Such insurance shall be written by a reputable insurance company with an A.M. Best financial strength rating of at least "A", shall list the University of Chicago as an additional insured thereunder, shall include product liability coverage, and shall require thirty (30) days written notice to be given to the University of Chicago prior to any cancellation or material change thereof. The limits of such insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence with an

aggregate of Three Million Dollars (\$3,000,000) for personal injury, death, or property damage.

ASSIGNOR and ASSIGNEE evidence agreement to the foregoing by execution as follows:

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PATENT REEL: 029276 FRAME: 0970

		Attorney Docket No.:	1029.0002-D1
Signature of First Inventor:	Dare	1 Ama	
Date: 11/8/17			
Printed Name of First Inventor Address of First Inventor: 48	or: Barry G. W. Arnas		
On this day of	November 2012,	before me, a Notary Pu	ıblic in
and for the County of appeared the above-named Inveception of the foregoing asset forth.	ventors, personally kr signment as his/her fro	nown to me, and acknownee act and deed for the p	wledged the
Signature of Notary: Dela Printed Name of Notary:	oral M. L	Beris	
Printed Name of Notary:	Deborah M.	hewis	
My Commission expires on: _	4/18/2013		
[Seal] "OFFICIAL DEBORAH NOTARY PUBLIC, STA	ALLEWIS { ATE OF ILLINOIS {	d li	
Signature of Second Inventor:	: The N	fer	
Date: ///8/12 Printed Name of Second Inventor:	ntor: Mark A. Jensen 3430 North Lake Sho	ore Drive, #11-M, Chica	ago, IL 60657
On this 8% day of 8% and for the County of 8%	ovember, 2012,	before me, a Notary Pu	ıblic in
appeared the above-named Invescetion of the foregoing asset forth.	ventors, personally kr signment as his/her fro	nown to me, and acknownee act and deed for the p	wledged the
Signature of Notary: <u>Jele</u> Printed Name of Notary: <u>J</u> e	and M. O	Luis	
Printed Name of Notary:	borah M. h	ewis	
My Commission expires on: _	4/18/2013		
[Seal] "OFFICIA! DEBORAH NOTARY PUBLIC, ST MY COMMISSION EX	VI. LEWIS } TATE OF ILLINOIS }		
	Page 4 of 6		

PATENT REEL: 029276 FRAME: 0971

Signature of Third Inventor: M W LATER OF Third Inventor:
Date:
On this 11/9 day of November, 2012, before me, a Notary Public in
and for the County of and State of, personally appeared the above-named Inventors, personally known to me, and acknowledged the execution of the foregoing assignment as his/her free act and deed for the purpose herein set forth. Signature of Notary: M
Printed Name of Notary: Dekin h. M. Lewis
My Commission expires on: 4/18/20/3
[Seal] "OFFICIAL SEAL" DEBORAH M. LEWIS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4/18/2013

Signature on behalf of ASSIGNEE: Daw w W
Printed Name: <u>David M. White</u>
Title/Position:
Date: $\frac{11/4/2}{}$
On this 8 H day of Wovenday, 2012, before me, a Notary Public in
and for the County of and State of, personally appeared the above-named Inventors, personally known to me, and acknowledged the execution of the foregoing assignment as his/her free act and deed for the purpose herein set forth.
Signature of Notary: Deborah M. Lewis Printed Name of Notary: Deborah M. Lewis
Printed Name of Notary: Deborah M. Lewis
My Commission expires on: $\frac{4/18}{3013}$
[Seal]
"OFFICIAL SEAL" DEBORAH M. LEWIS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION FYBIRES WERDINGS