

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3204904

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| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                          |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                              |
| <b>CONVEYING PARTY DATA</b>   |   |
|   |   |
| <b>Name</b>   | <b>Execution Date</b>                   |
| TOM TONG LEE  | 12/03/2014                              |
| MICHAEL J. FITCH  | 12/03/2014                              |
| KEVIN LAI   | 12/03/2014                              |
| PETER FLYNN   | 12/03/2014                              |
| MONICA BENNETT  | 12/03/2014                              |
| <b>RECEIVING PARTY DATA</b>   |   |
| <b>Name:</b>  | FATE THERAPEUTICS, INC.                 |
| <b>Street Address:</b>  | 3535 GENERAL ATOMICS COURT              |
| <b>Internal Address:</b>  | SUITE 200                               |
| <b>City:</b>  | SAN DIEGO                               |
| <b>State/Country:</b>   | CALIFORNIA                              |
| <b>Postal Code:</b>   | 92121                                   |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |
|   |   |
| <b>Property Type</b>  | <b>Number</b>                           |
| <b>Application Number:</b>  | 14344310                                |
| <b>CORRESPONDENCE DATA</b>  |   |
| <b>Fax Number:</b>  | (202)842-7899                           |
| <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> |   |
| <b>Phone:</b>   | (206) 452-8700                          |
| <b>Email:</b>   | joliver@cooley.com                      |
| <b>Correspondent Name:</b>  | COOLEY LLP                              |
| <b>Address Line 1:</b>  | 1299 PENNSYLVANIA AVENUE, NW, SUITE 700 |
| <b>Address Line 2:</b>  | ATTN: PATENT DEPT/MICHAEL J. MCDONALD   |
| <b>Address Line 4:</b>  | WASHINGTON, D.C. 20004                  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | FATE-109/01US 310854-2649               |
| <b>NAME OF SUBMITTER:</b>   | MICHAEL J. MCDONALD, PH.D.              |
| <b>SIGNATURE:</b>   | /Michael J. McDonald/                   |
| <b>DATE SIGNED:</b>   | 01/29/2015                              |

**Total Attachments: 8**

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## ASSIGNMENT

**Tom Tong LEE**, residing at 9308 Galvin Avenue, San Diego, CA 92126; **Michael J. FITCH**, residing at 3147 Avenida Olmeda, Carlsbad, CA 92009; **Kevin LAI**, residing at 8233 Station Village Lane, Unit 23-5, San Diego, CA 92108; **Peter FLYNN**, residing at 2834 Arnoldson Avenue, San Diego, CA 92122; and **Monica BENNETT**, residing at 4184 Misty Ridge, San Diego, CA 92130 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **WNT COMPOSITIONS AND THERAPEUTIC USES OF SUCH COMPOSITIONS**, and which is a:

- (1)  provisional application  
 (a)  to be filed herewith; or  
 (b)  bearing Application No. , and filed on ;
- (2)  non-provisional application  
 (a)  to be filed herewith; or  
 (b)  bearing Application No. 14/344,310, which application is a US national phase of PCT/US2012/055336, and filed on March 11, 2014; and/or
- (3)  PCT application  
 (a)  bearing Application No. PCT/US2012/055336, and filed on September 14, 2012.

**WHEREAS, Fate Therapeutics, Inc.**, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 3535 General Atomics Court, Suite 200, San Diego, CA 92121 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified in paragraph (1), (2) and/or (3); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these application(s); and any patent(s) of the United States or other countries 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(s) for patent identified in paragraph (1), (2) and/or (3);

(c) the application identified in paragraph (3) and any and all foreign national stage applications thereon;

(d) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

(e) any application(s) for patent of the United States or other countries claiming the Invention(s);

(f) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;

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

(h) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(f), including any reissue(s), reexamination(s), revival(s), renewal(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.

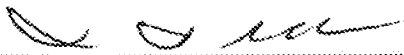
The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign to Assignee 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, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

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 application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) 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 Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: Dec 3, 2014

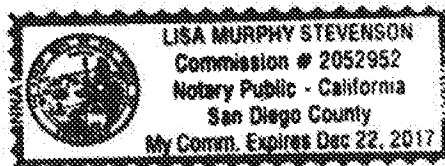
By:   
Tom Tong LEE

State of California )  
County of San Diego ) ss.

On 12-3-2014, before me, Lisa Murphy Stevenson,  
Notary Public, personally appeared Tom Tong Lee,  
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.

REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: 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.



  
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: 12-22-2017

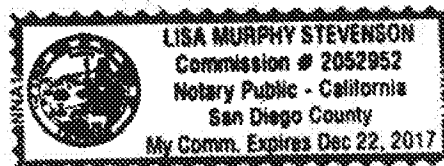
Date: 03 DEC 2014 By: Michael J. Fitch  
Michael J. FITCH

State of California )  
 ) ss.  
County of San Diego )

On 12-3-2014, before me, Lisa Murphy Stevenson,  
Notary Public, personally appeared Michael J. Fitch,  
who proved to me on the basis of satisfactory evidence, to be the person~~(s)~~ whose  
name~~(s)~~ ~~(is)~~ 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.

REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: 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.



Lisa Murphy Stevenson  
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: 12-22-2017

Date: 12/3/14

By: *KL*  
Kevin LAI

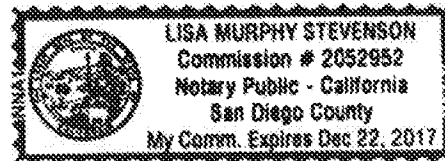
State of California )  
County of San Diego ) ss.

On 12-3-2014, before me, Lisa Murphy Stevenson,  
Notary Public, personally appeared Kevin LAI,

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.

REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: 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.



*Lisa Murphy Stevenson*  
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: 12-22-2017



Date: 12-3-14

By: *P. Flynn*  
Peter FLYNN

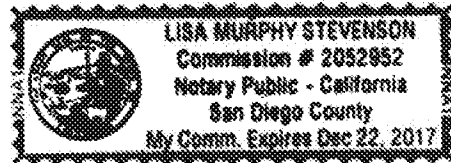
State of California )  
County of San Diego ) ss.

On 12-3-2014, before me, Lisa Murphy Stevenson  
Notary Public, personally appeared Peter Flynn

who proved to me on the basis of satisfactory evidence, to be the person(~~s~~) whose name(~~s~~) (is) subscribed to the within instrument and acknowledged to me that (he)/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~s~~), 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.

REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: 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.



*Lisa Murphy Stevenson*  
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: 12-22-2017

Date: 12/3/14

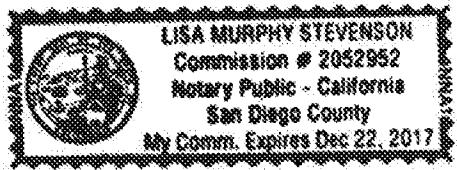
By: *Monica Bennett*  
Monica BENNETT

State of California )  
County of San Diego ) ss.

On 12-3-2014, before me, Lisa Murphy Stevenson,  
Notary Public, personally appeared Monica Hayhurst Bennett,  
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~~s~~ she~~s~~ they executed the same in his~~r~~ her~~r~~ their authorized capacity~~s~~, and that by  
his~~r~~ her~~r~~ their signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of  
which the person~~s~~ acted, executed the instrument.

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*Lisa Murphy Stevenson*  
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: 12-22-2017