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PATENT ASSIGNMENT COVER SHEET

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| | SUBMISSION TYPE: | | NEW ASSIGNMENT | | | |
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| NATURE OF CONVEYANCE: | | | ASSIGNMENT | | | |
| CONVEYING PARTY DA | ٩ΤΑ | | | | | |
| | | | Name | | Execution Date | |
| PATRICK P. WU | | | | | 05/20/2015 | |
| TIMOTHY DOUGLAS HOLLAND | | | | | 06/01/2015 | |
| CESAR A. ICO | | | | | 05/20/2015 | |
| RICHARD S. WILLIAMS | | | | | 05/28/2015 | |
| GABRIEL FRANCIS W. NEWELL | | | | | 05/20/2015 | |
| RECEIVING PARTY DA | TA | | | | | |
| Name: | | C2 THERAPEUTICS, INC. | | | | |
| Street Address: | | 303 CONVENTION WAY | | | | |
| Internal Address: | SUITE | SUITE 1 | | | | |
| City: | REDWOOD CITY | | | | | |
| State/Country: | | CALIFORNIA | | | | |
| Postal Code: | 94063 | | | | | |
| PROPERTY NUMBERS Total: 1 Property Type | | | Number | 7 | | |
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| | | 14/1 | 4101 | | | |
| | | 1471 | 4101 | | | |
| Application Number: | ATA | 14/1 | 4101 | | | |
| Application Number: | ATA | | 712-0263 | | | |
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| Application Number: CORRESPONDENCE D Fax Number: Correspondence will be using a fax number, if p Phone: Email: Correspondent Name: Address Line 1: Address Line 2: Address Line 4: ATTORNEY DOCKET NU | e sent to provideo | (650) 5 <i>the 6</i> 650-7 mholl HAYN P O E ATTN | 712-0263 e-mail address first; if that is un nat is unsuccessful, it will be se 712-0340 and@hmbay.com NES BEFFEL & WOLFELD LLP BOX 366 J: CHRISTOPHER JAMES BLIZZ MOON BAY, CALIFORNIA 9401 WILL 1006-1 | nt via US ARD 9 | | |

Total Attachments: 3 source=00486732#page1.tif source=00486732#page2.tif source=00486732#page3.tif

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

| (1) | Patrick P. Wu San Carlos, CA | (2) | Timothy Douglas Holland Los Gatos, CA |
|-----|-----------------------------------|-----|--|
| (3) | Cesar A. Ico San Francisco, CA | (4) | Richard S. Williams Redwood City, CA |

(5) Gabriel Francis W. Newell San Francisco, CA

hereinafter termed "Inventors", have invented certain new and useful improvements in

CRYOGENIC BALLOON ABLATION SYSTEM

and

[X] have filed a non-provisional application for a United States patent disclosing and identifying the above invention on 15 May 2015 as Application No. 14/714,101,

(hereinafter termed "applications"); and

WHEREAS, C2 THERAPEUTICS, INC., a corporation of Delaware, having a place of business at 303 Convention Way, Suite 1, Redwood City, CA 94063 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said applications and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said applications and said invention; (b) in and to all rights to apply for foreign patents (including patent, utility model and industrial design) on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise, including the right to claim priority from the applications; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any applications; and (d) in and to each and every reissue or extension of any of said patents.

2. Said Inventors 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

Page 1

the United States and foreign countries. Such cooperation by said Inventors 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 of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents 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 the expense incurred by said Inventors 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 Inventors, the Inventors' respective heirs, legal representatives and assigns.

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

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the date written below.

mu

Patrick P. WU

Timothy Douglas HOLLAND

llc

Cesar A JCO /

ichard S. WILLIAMS

Gabriel Francis W. NEWELL

Date:

Date: 20 MAY 2015

Date: 20 MAY 2015

Date: 28MAy 2015

Date: 20MAY 2015

PATENT REEL: 035878 FRAME: 0823

Attorney Docket No.: WILL 1006-1

the United States and foreign countries. Such cooperation by said Inventors 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 of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents 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 the expense incurred by said Inventors 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 Inventors, the Inventors' respective heirs, legal representatives and assigns.

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

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the date written below.

| | Date: |
|---------------------------|-------------------|
| Patrick P. WU | |
| Zathy annac Hall | Date: 1 June 2015 |
| Cesar A. ICO | Date: |
| Richard S. WILLIAMS | Date: |
| Gabriel Francis W. NEWELL | Date: |
| | |
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RECORDED: 06/22/2015

PATENT REEL: 035878 FRAME: 0824