

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3866295

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BIOTA EUROPE LIMITED	05/09/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SPERO GYRASE, INC.
<b>Street Address:</b>	675 MASSACHUSETTS AVENUE
<b>Internal Address:</b>	14TH FLOOR
<b>City:</b>	CAMBRIDGE
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02139
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14384237
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(860)286-0115
<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>	8602862929
<b>Email:</b>	sbelsen@cantorcolburn.com
<b>Correspondent Name:</b>	CANTOR COLBURN LLP
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<b>Address Line 2:</b>	22ND FLOOR
<b>Address Line 4:</b>	HARTFORD, CONNECTICUT 06103
<b>ATTORNEY DOCKET NUMBER:</b>	007723.00021
<b>NAME OF SUBMITTER:</b>	LESLIE-ANNE MAXWELL, REG. NO. 44778
<b>SIGNATURE:</b>	/Leslie-Anne Maxwell/
<b>DATE SIGNED:</b>	05/10/2016
<b>Total Attachments: 4</b>	
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## PATENT RIGHTS ASSIGNMENT

This Patent Rights Assignment (this "Assignment") is made effective this 9<sup>th</sup> day of May, 2016, by and between **BIOTA EUROPE LIMITED**, a company organized and existing under the laws of the United Kingdom, and having a usual place of business at 2500 Northwinds Parkway, Suite 100, Alpharetta, GA 30009 ("Assignor") and **SPERO GYRASE, INC.**, a corporation organized and existing under the laws of Delaware, and having a usual place of business at 675 Massachusetts Avenue, 14th Floor, Cambridge, MA 02139 ("Assignee").

WHEREAS, Assignor possesses certain rights in and to the patents and patent applications (and patents issuing on such applications) set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Patent Rights") and the invention(s) described and/or claimed in the Patent Rights (the "Inventions"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain of the assets of Assignor, including the Inventions and Patent Rights;

WHEREAS, Assignor now wishes to assign the Inventions and Patent Rights to Assignee, and Assignee desires to acquire the Inventions and Patent Rights from Assignor; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Inventions, together with Assignor's entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, reviews, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents

by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

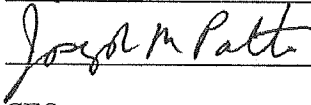
Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

Assignor: **BIOTA EUROPE LIMITED**

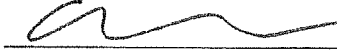
Name: Joseph M. Patti

Signature: 

Title: CEO

Assignor: **SPERO GYRASE, INC.**

Name: Ankit Mahadevia

Signature: 

Title: CEO

SIGNATURE PAGE TO  
PATENT RIGHTS ASSIGNMENT

**PATENT**  
**REEL: 038537 FRAME: 0892**

Exhibit A

PATENT RIGHTS

<b>Docket No.</b>	<b>Instructor's Reference</b>	<b>Official No.</b>	<b>Date Filed</b>	<b>Title</b>
007723.00015	GYR07/US	61/614,044	3/22/2012	ANTIBACTERIAL COMPOUNDS
007723.00021	GYR07/US3	14/384,237	9/10/2014	ANTIBACTERIAL COMPOUNDS
	GYR07/PCT	PCT/AU2013/ 000286	3/21/2013	ANTIBACTERIAL COMPOUNDS