

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3885132

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSET CONTRIBUTION AND ASSUMPTION OF LIABILITIES AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BLUE FIN THERAPEUTICS HOLDINGS, LLC	09/04/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BLUE FIN THERAPEUTICS, INC.
<b>Street Address:</b>	32 TOZER ROAD
<b>City:</b>	BEVERLY
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01915
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14904575
<b>Application Number:</b>	61846257
<b>Application Number:</b>	61976806
<b>Application Number:</b>	61986511
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(877)769-7945
<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>	(617) 542-5070
<b>Email:</b>	apsi@fr.com
<b>Correspondent Name:</b>	TIFFANY REITER
<b>Address Line 1:</b>	FISH & RICHARDSON P.C.
<b>Address Line 2:</b>	P.O.BOX 1022
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55440-1022
<b>ATTORNEY DOCKET NUMBER:</b>	37015-0007XXX
<b>NAME OF SUBMITTER:</b>	CHRISTINE M. GRACE
<b>SIGNATURE:</b>	/Christine M. Grace/
<b>DATE SIGNED:</b>	05/23/2016
<b>Total Attachments: 10</b>	
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## ASSET CONTRIBUTION AND ASSUMPTION OF LIABILITIES AGREEMENT

**THIS ASSET CONTRIBUTION AND ASSUMPTION OF LIABILITIES AGREEMENT** (this "Agreement"), dated as of September 4th, 2015, is made by and between **BLUE FIN THERAPEUTICS HOLDINGS, LLC**, a Delaware limited liability company (the "Transferor"), and **BLUE FIN THERAPEUTICS, INC.**, a Delaware corporation (the "Company").

**WHEREAS**, Cell Signaling Technology, Inc., a Massachusetts corporation ("CST") contributed certain assets and assigned certain liabilities to the Transferor (collectively, the "CST Assets and Liabilities") pursuant to an Asset Contribution and Assumption of Liabilities Agreement dated of even date herewith by and between CST and the Transferor.

**WHEREAS**, the Transferor now desires to contribute and assign certain of the CST Assets and Liabilities to the Company, namely (a) all of the Assets (as defined in Appendix I hereto) and (b) to assign to the Company all of the Liabilities (as defined in Appendix I hereto) and the Company wishes to acquire such Assets and assume such Liabilities, all subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS; CONVENTIONS

Section 1.1. Definitions. Except as otherwise expressly provided herein or unless the context otherwise requires, the capitalized terms used in this Agreement shall have the respective meanings set forth on Appendix I hereto, which is incorporated herein by this reference. The definitions of such terms are equally applicable both to the singular and plural forms of such terms.

Section 1.2. Conventions. All references in this Agreement to designated "Articles," "Sections," "Subsections" and other subdivisions are to the designated Articles, Sections, Subsections and other subdivisions of this Agreement as originally executed or if amended or supplemented, as so amended or supplemented. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, Subsection or other subdivision.

### ARTICLE II CONTRIBUTION

Section 2.1. Contribution of Assets. Effective as of September 4th, 2015 (the "Contribution Date"), the Transferor hereby irrevocably transfers, contributes and assigns to the Company all of its rights, title and interests of any kind anywhere in the world in and to all of the Assets, and the Company hereby agrees to acquire, all such ownership interest and rights of any kind in and to all of the Assets. The Transferor hereby acknowledges that such transfer, contribution and assignment made hereunder is absolute and irrevocable, without reservation or retention of any interest whatsoever. It is the intention of the Transferor and the Company that the transfer, contribution and assignment will constitute immediate and absolute conveyances from the Transferor to the Company of all of the Transferor's right, title and interest in the Assets. In furtherance of the foregoing, effective as of the Contribution Date, the Transferor hereby waives all rights that it may have to the Assets, including, without limitation, any rights

that may have accrued to the Transferor under the Contributed Contracts (as defined in Appendix A).

**REDACTED**

Section 2.2. Assumption of Liabilities. Effective as of the Contribution Date, the Company hereby irrevocably assumes all of the Liabilities.

Section 2.3. Deliveries by the Transferor. The Transferor shall deliver, or cause to be delivered, to the Company, in addition to any other documents, instruments and writings required to be delivered by this Agreement, (a) such duly executed assignments, bills of sale and other instruments of conveyance and transfer, each in form and substance reasonably satisfactory to the Company and Transferor, as are necessary, appropriate or desirable to vest in the Company all rights, title and interests in and to the Assets, and (b) all books and records of the Transferor that relate specifically to the Assets.

**REDACTED**

**ARTICLE III  
COVENANTS AND AGREEMENTS**

**REDACTED**

Section 3.2. Power of Attorney. The Transferor irrevocably constitutes, authorizes, empowers and appoints the Company as the Transferor's true and lawful attorney (with full power of substitution and delegation), in the Transferor's name and in the Transferor's place and stead to take such action, and to make, execute, acknowledge and deliver any and all instruments or documents which the Company at any time deems necessary, appropriate or desirable to vest in the Company, its successors and assigns, all of the rights, title and interests in and to the Assets transferred to the Company by the Transferor hereunder, including recordation or perfection of the Company's title to and security interest in the Assets in any jurisdiction the Company deems necessary or appropriate. Such power being coupled with an interest is irrevocable, including the power to sign, endorse, execute, deposit and disburse, in the Transferor's name or otherwise, all checks, drafts and other payments made on or with respect to any receivables related to the Assets which the Company is entitled to receive after the Contribution Date in accordance with the terms and conditions hereof.

Section 3.3. Impairment. On and after the Contribution Date, the Transferor shall not in any manner use or purport to authorize any third party to use any of the Intellectual Property Rights forming part of the Assets, or attempt to register or assist any third party other than the Company in registering any of the Intellectual Property Rights with respect to any of the Assets, or represent to anyone that it has any right or interest in any of the Assets, nor shall the Transferor, directly or indirectly, at any time on or after the Contribution Date, do or cause to be done any act or thing contesting any part of the Company's exclusive rights to the Assets.

**REDACTED**

#### **ARTICLE IV MISCELLANEOUS**

Section 4.1. Notices. All notices from one party to the other party shall be sent to the other party's address set forth below (or to such other address as such party shall have notified the other party in accordance with this Section 4.1) by (a) delivery by a reputable overnight courier service or by registered mail (return receipt requested) or (b) by facsimile transmission (or the equivalent transmission providing written confirmation of receipt at the facsimile number of the addressee) with a copy sent in either manner described in clause (a), all charges prepaid. All such notices and communications sent to a party's address set forth in accordance with this Section 4.1 shall be effective (x) upon the earlier of actual receipt and three Business Days after deposit in the United States Postal Service, registered or certified mail, return receipt requested, with proper postage prepaid, (y) upon transmission, when sent by telecopy or other similar facsimile transmission (with such telecopy or facsimile promptly confirmed by delivery of a copy by personal delivery or United States Postal Service), and (z) one Business Day after deposit with a reputable overnight courier with all charges prepaid.

If to Transferor, to:

Blue Fin Therapeutics Holdings, LLC  
32 Tozer Road

Beverly, MA 01915  
Attention: Michael Comb, Ph.D.  
Facsimile: 978.867.2400

If to the Company, to:

Blue Fin Therapeutics, Inc.  
32 Tozer Road  
Beverly, MA 01915  
Attention: Michael Comb, Ph.D.  
Facsimile: 978.867.2400

in each case with a copy (which shall not constitute notice) to:

Cooley LLP  
500 Boylston Street  
Boston, MA 02116  
Attention: Marc Recht  
Facsimile: (617) 937-2400

Section 4.2. Entire Agreement. This Agreement sets forth the entire agreement and understanding among the parties with reference to the transactions contemplated hereby and supersedes any and all other oral or written agreements heretofore made.

Section 4.3. Severability. If any provision of this Agreement or the application of any provision hereof to any Person or in any circumstances is held invalid, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected unless the provision held invalid shall substantially impair the benefits of the remaining portions of this Agreement.

Section 4.4. Amendments; Waivers. This Agreement may not be canceled, altered, modified, amended or waived, in whole or in part, in any way, except by an instrument in writing signed by the party sought to be bound. The waiver by any party of any breach of this Agreement in any one or more instances shall in no way be construed as a waiver of any subsequent breach of this Agreement (whether or not of a similar nature).

Section 4.5. Further Assurances. Upon the Company's request therefor, the Transferor shall execute and deliver to the Company, at the Company's expense, any and all documents deemed reasonably necessary, appropriate or desirable by the Company to evidence or effectuate the provisions or intent of this Agreement fully; including the recordation of the assignment of the Intellectual Property Rights included in the Assets and any other rights to the Assets to the Company, as well as any forms specified under any applicable federal or foreign filing or recording requirements (including trademark filings), or as otherwise requested by the Company.

Section 4.6. Holding for the Benefit of the Company. If any of the Assets purported to be transferred, contributed or assigned pursuant to this Agreement cannot be so transferred, contributed or assigned (regardless of the reason, including without limitation by reason of the failure to obtain any required waiver or consent), or any such transfer, contribution or assignment, would materially impair the value of such Assets or result in the loss of any material right or benefit with respect thereto, then notwithstanding anything in this Agreement to the contrary such Assets shall not be transferred, assigned or contributed hereby and such Assets shall be held for the exclusive use and benefit of the Company, and

any proceeds thereof contributed to the Company, until they can be transferred, contributed and assigned without any such impairment or loss.

Section 4.7. Captions. Captions to Articles, Sections and subsections of, and Appendices and Exhibits to, this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or in any way affect the meaning or construction of any provision of this Agreement.

Section 4.8. Successors and Assigns. All provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. Each party shall have the right to assign this Agreement or any of its rights or obligations hereunder, in whole or in part, to any person, firm or entity.

Section 4.9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. The parties agree that any action brought by either party to interpret or enforce any provision of this Agreement shall be brought in, and each party agrees to, and does hereby, submit to the jurisdiction and venue of, the appropriate state or federal court for the district encompassing the Company's principal place of business.

Section 4.10. Counterparts. This Agreement may be executed by original, facsimile or electronic signature in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the Company and the Transferor have executed this Agreement effective as of the day and year first above written.

**TRANSFEROR:**

**BLUE FIN THERAPEUTICS HOLDINGS, LLC**

By:   
Name: \_\_\_\_\_  
Title:

**COMPANY:**

**BLUE FIN THERAPEUTICS, INC.**

By:   
Name: \_\_\_\_\_  
Title:

SIGNATURE PAGE TO  
ASSET CONTRIBUTION AND ASSUMPTION OF LIABILITIES AGREEMENT (SPINCO TO OFCO)

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**PATENT**  
**REEL: 038787 FRAME: 0844**



APPENDIX I

**DEFINITIONS**

"Applicable Law" means, with respect to any Person, collectively, the common law and all federal, state, local, foreign, multinational, supranational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of, any Government Entity, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Assets" means the following assets owned by Transferor immediately prior to the Contribution Date:

**REDACTED**

(c) Antibodies and Related Know-How:

- Rabbit, mouse, chimeric, human, or humanized monoclonal antibodies intended for investigation of therapeutic uses and capable of binding the proteins MUC1, (collectively, the “Antibodies”)
- All research information, data, materials, methods, compositions, formulas, procedures, concepts, protocol techniques, result of experimentation and testing and other know-how to the extent related solely to the discovery, development, isolation, manufacture, and use of the Antibodies, including all of Transferor’s Intellectual Property Rights therein immediately prior to the Contribution Date.

REDACTED

(d) Patents and Patent Applications:

- The patents and patent applications set forth in Schedule 1, including all of Transferor’s Intellectual Property Rights therein immediately prior to the Contribution Date.

REDACTED

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required to close under the laws of, or are in fact closed in, Boston, Massachusetts.

“Government Entity” means the federal government of the United States of America, any state, any political subdivision of a state and any agency or instrumentality of the United States of America or any state or political subdivision thereof and any other entity exercising executive, legislative, judicial, regulatory, taxing or administrative powers or functions of or pertaining to government.

“Intellectual Property Rights” means all (a) rights associated with works of authorship including, but not limited to, copyrights, moral rights, database rights, design rights, copyright applications, copyright registrations, and rights to prepare derivative works; (b) rights relating to the protection of trade secrets and confidential information to the extent they have been maintained as such; (c) rights associated with patents, reissues and reexamined patents, and patent applications, whenever filed and wherever issued, and all priority rights resulting from such applications; (d) rights associated with divisions, divisionals, continuations, continuations-in-part, substitutes, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued, or acquired; and (e) the right to sue for past infringement of any of the foregoing rights.

“Liabilities” means all of the indebtedness, obligations and other liabilities of the Transferor with respect to the Assets, including without limitation all such obligations and liabilities incurring under and with respect to the Contributed Contracts.

“Person” means any individual, sole proprietorship, joint venture, partnership, corporation, limited liability company, association, joint-stock company, unincorporated organization, cooperative,

trust, estate, Governmental Entity or authority (including any branch, subdivision or agency thereof), administrative or regulatory authority, or any other entity of any kind or nature whatsoever.

Schedule 1

Owned Patents

Application No.	Filing Date	Title	Publication No.	Publication Date
PCT/US14/46725	7/15/14	Anti-mucin 1 binding agents and uses thereof	2015/009740	1/22/15
61/846,257	7/15/13	Anti-mucin 1 antibodies and uses thereof	-	-
61/976,806	4/8/14	Anti-mucin 1 binding agents and uses thereof	-	-
61/986,511	4/30/14	Anti-mucin 1 binding agents and uses thereof	-	-

**REDACTED**