

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3889150

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JASON P. SCHRUM	11/23/2010
RECEIVING PARTY DATA		
Name:	MODERNA THERAPEUTICS, INC.	
Street Address:	320 BENT STREET	
City:	CAMBRIDGE	
State/Country:	MASSACHUSETTS	
Postal Code:	02141	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15060707
CORRESPONDENCE DATA		
Fax Number:	(978)448-8721	
<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>		
Email:	docketing@dtwardlaw.com	
Correspondent Name:	DTWARD, PC	
Address Line 1:	142A MAIN STREET	
Address Line 4:	GROTON, MASSACHUSETTS 01450	
ATTORNEY DOCKET NUMBER:	2030.1310USCON10_SCHRUM	
NAME OF SUBMITTER:	KRISTIN CORBETT	
SIGNATURE:	/KRISTIN CORBETT/	
DATE SIGNED:	05/25/2016	
Total Attachments: 34		
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EXHIBIT B

Moderna Therapeutics
One Memorial Drive, 7th Floor
Cambridge, MA 02142

November 22, 2010

Jason Schrum
[REDACTED]
[REDACTED]

Re: Employment by Moderna Therapeutics

Dear Jason:

On behalf of Moderna Therapeutics (the "Company") I am delighted to offer you the full-time position of Scientist. Your expected start date is November 22, 2010.

In consideration for all of your services to be rendered, your annual base salary will be [REDACTED] paid in accordance with our normal policies and payroll practices, which currently include semi-monthly paychecks. All payments to you contemplated hereunder shall be subject to applicable deductions and withholdings. Also, your salary and performance will be reviewed six months from your hire date. Thereafter, you will be on a twelve month salary and performance cycle.

Additionally, I will ask the Board of Directors of the Company, (the "Board") to grant you a stock option to purchase [REDACTED] stock of the Company for a price per share equal to the fair market value established by the Board. This option will vest quarterly, over a four-year period beginning on your hire date, subject to a one year cliff.

You will be eligible to participate in the Company's benefit plans and programs to the same extent as, and subject to the same terms, conditions and limitations applicable to other employees of similar rank and tenure. Summaries of each of the benefit plans and programs are available to you. You should note that the Company reserves the right to cancel or change the benefit plans and programs it offers to employees at any time. In addition, you will be reimbursed for all reasonable out-of-pocket expenses incurred during the performance of your duties, in accordance with our standard reimbursement policies as established or modified from time to time. You will also be eligible to accrue up to three (3) weeks paid vacation.

Nothing herein shall create any obligation on the part of the Company, or any other person, to continue your employment. Your employment with Moderna is at will which means either the Company or you may terminate your employment relationship with the Company at any time and for any or no reason, with or without cause, and with or without notice.

As part of your employment with Moderna you have and will be exposed to, and provided with, valuable confidential and/or trade secret information concerning the Company and its present and prospective clients. As a result, in order to protect the Company's legitimate business interests, you agree, as a condition of your employment, to enter into an Employee Non-Disclosure and Developments Agreement. This document is enclosed for your review and execution by the first day of your employment.

Please provide us, for purposes of completing the I-9 form, sufficient documentation to demonstrate your eligibility to work in the United States.

To indicate acceptance of the Company's offer, please sign and date this letter in the space provided below and return it to me. A duplicate original is enclosed for your records.

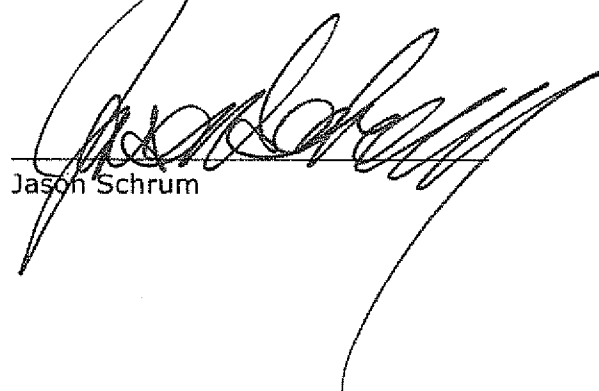
Jason, I look forward to your joining the Company and to having the opportunity to work with you again.

Very truly yours,
Moderna Therapeutics



Doug Cole
CEO

Agreed to this 23 day of November, 2010



Jason Schrum

EXHIBIT C

HIRE DATE: November 23, 2011

Re: Confidentiality, Intellectual Property, and Non-Competition/Non-Solicitation

Dear Jason Schrum:

This letter agreement (herein, the "Agreement") is to confirm our understanding with respect to: (a) your agreement not to compete with Moderna Therapeutics, Inc., or any present or future parent, subsidiary or affiliate thereof (collectively, the "Company"), (b) your agreement to protect and preserve confidential and proprietary information of the Company, and (c) your agreement with respect to the ownership of inventions, ideas, copyrights and patents which may be used in the business of the Company. As a condition of your employment with the Company, and in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, you agree as follows:

1. Confidentiality.

(a) Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" means trade secrets and confidential and proprietary information of the Company or information provided to you or the Company under an obligation of confidentiality to a third party, whether in written, oral, electronic or other form, including, but not limited to, technical data and specifications, business and financial information, product and marketing plans, customer and client information, customer and client lists, customer, client and vendor identities and characteristics, agreements, marketing knowledge and information, sales figures, pricing information, marketing plans, business plans, strategy forecasts, financial information, budgets, software, projections and procedures, and Inventions (as defined in Section 2), and any other scientific, technical or trade secrets of the Company or of any third party provided to you or the Company under a condition of confidentiality, *provided* that Confidential Information will not include information that is in the public domain other than through any fault or act by you.¹⁷

(b) Protection and Non-Disclosure of Confidential Information. You expressly acknowledge and agree that all Confidential Information is and shall remain the sole property of the Company or the third party to whom the Company owes an obligation of confidentiality and that you will hold it in strictest confidence. You will at all times, both during the period you are performing services for the Company and after the termination of such services for any reason or for no reason, maintain in confidence and will not, without the prior written consent of the Company, use (except in the course of performance of your duties for the Company or by court order), disclose, or give to others any Confidential Information.

(c) Notification to Company. In the event you are questioned by anyone not employed by the Company or by an employee of or a consultant to the Company not authorized to receive Confidential

¹⁷ The term "trade secrets," as used in this Agreement, will be given its broadest possible interpretation under the law of the Commonwealth of Massachusetts and will include, without limitation, anything tangible or intangible or electronically kept or stored, which constitutes, represents, evidences or records or any secret scientific, technical, merchandising, production or management information, or any design, process, procedure, formula, invention, improvement or other confidential or proprietary information or documents.

Information, in regard to any Confidential Information or concerning any fact or circumstance relating thereto, you will promptly notify the Company.

(d) Return of Confidential Information. Upon the termination of your services to the Company for any reason or for no reason, or if the Company otherwise requests, you will: (i) return to the Company all tangible Confidential Information and copies thereof (regardless how such Confidential Information or copies are maintained), and (ii) deliver to the Company any property of the Company which may be in your possession, including, but not limited to, products, materials, memoranda, notes, records, reports, or other documents or photocopies of the same.

(e) No Impact on Other Obligations. The terms of this Section 1 are in addition to, and not in lieu of, any statutory or other contractual or legal obligation that you may have relating to the protection of the Company's Confidential Information. The terms of this Section 1 will survive indefinitely any termination of your provision of services to the Company for any reason or for no reason.

2. Ownership of Ideas, Copyrights and Patents.

(a) Property of the Company. All ideas, discoveries, creations, manuscripts and properties, innovations, improvements, know-how, inventions, designs, developments, apparatus, techniques, methods, laboratory notebooks, formulae, writings, specifications, sound recordings, and pictorial and graphical representations, (collectively the "Inventions") which may be used in the business of the Company, whether patentable, copyrightable or not, which you may conceive, reduce to practice or develop during the period while you are performing services for the Company (or, if based on or related to any Confidential Information, made by you within two (2) years after the termination of such services), whether alone or in conjunction with another or others, whether during or out of regular business hours, whether or not on the Company's premises or with the use of its equipment, and whether at the request or upon the suggestion of the Company or otherwise, will be and are the sole and exclusive property of the Company, and that you will not publish any of the Inventions without the prior written consent of the Company or its designee. Without limiting the foregoing, you also acknowledge that all original works of authorship which are made by you (solely or jointly with others) within the scope of your employment or which relate to the business of the Company or a Company affiliate and which are protectable by copyright are "works made for hire" pursuant to the United States Copyright Act (17 U.S.C. § 101). You hereby assign to the Company or its designee all of your right, title and interest in and to all of the foregoing. You further represent that, to the best of your knowledge and belief, none of the Inventions will violate or infringe upon any right, patent, copyright, trademark or right of privacy, or constitute libel or slander against or violate any other rights of any person, firm or corporation, and that you will use your best efforts to prevent any such violation.

(b) Cooperation. At any time during or after the period during which you are performing services for the Company, you will fully cooperate with the Company and its attorneys and agents in securing and protecting the Company's rights to Inventions, including but not limited to the preparation and filing of all papers and other documents as may be required to perfect the Company's rights in and to any of such Inventions, and joining in any proceeding to obtain letters patent, copyrights, trademarks or other legal rights with respect to any such Inventions in the United States and in any and all other countries, *provided* that the Company will bear the expense of such proceedings, and that any patent or other legal right so issued to you personally will be assigned by you to the Company or its designee without charge by you.

(c) Licensing and Use of Innovations. With respect to any Inventions, and work of any similar nature (from any source), whenever created, which you have not conceived, reduced to practice or developed during the period while you are performing services for the Company, but which you provide

to the Company or incorporate in any Company product or system, you hereby grant to the Company a royalty-free, fully paid-up, non-exclusive, perpetual and irrevocable license throughout the world to use, modify, create derivative works from, disclose, publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all such Inventions. You will not include in any Inventions you deliver to the Company or use on its behalf, without the prior written approval of the Company, any material which is or will be patented, copyrighted or trademarked by you or others unless you provide the Company with the written permission of the holder of any patent, copyright or trademark owner for the Company to use such material in a manner consistent with then-current Company policy.

(d) Prior Inventions. Listed on Exhibit A to this Agreement are any and all Inventions in which you claim or intend to claim any right, title and interest (collectively, "Prior Inventions"), including but not limited to patent, copyright and trademark interests, which to the best of your knowledge will be or may be delivered to the Company in the course of your employment, or incorporated into any Company product or system. You acknowledge that your obligation to disclose such information is ongoing during the period that you provide services to the Company, and that after you execute this Agreement, if you determine that any additional Inventions in which you claim or intend to claim any right, title or interest (including but not limited to patent, copyright and trademark interest) has been or is likely to be delivered to the Company or incorporated in any company product or system, you shall make immediate written disclosure of the same to the Company.

3. Prohibited Competition and Solicitation.

(a) Acknowledgements. You expressly acknowledge that: (i) there are competitive and proprietary aspects of the business of the Company; (ii) during the course of your performing services for the Company, the Company will furnish, disclose or make available to you Confidential Information (as defined in Section 1) and may provide you with unique and specialized training; (iii) such Confidential Information and training have been developed and will be developed by the Company through the expenditure of substantial time, effort and money, and could be used by you to compete with the Company; (iv) if you become employed or affiliated with any competitor of the Company in violation of your obligations in this Agreement, it is inevitable that you would disclose the Confidential Information to such competitor and would use such Confidential Information, knowingly or unknowingly, on behalf of such competitor; (v) in the course of your employment, you will be introduced to vendors, suppliers, customers and others with important relationships to the Company, and any and all "goodwill" created through such introductions belongs exclusively to the Company, including, but not limited to, any goodwill created as a result of direct or indirect contacts or relationships between you and any vendors, suppliers or customers of the Company.

(b) Definitions.

(i) "Competing." For the purposes of this Agreement, a business will be deemed to be "Competing" with the Company if the business: (i) performs any of the services or manufactures or sells any of the products provided or offered by the Company, (ii) performs any other services or manufactures or sells any of the products similar to the services or products performed, planned or under development by the Company; and/or (iii) engages in the production, manufacture, distribution or sale of any product similar to products which were performed, produced, manufactured, distributed, sold, under development or planned by the Company during the period while you perform services for the Company.

(ii) "Restricted Territory." For the purposes of this Agreement, the term "Restricted Territory" is defined as the world.

(c) Non-Competition and Non-Solicitation Restriction. During the period in which you perform services for or at the request of the Company and for one (1) year following the termination of your provision of services to the Company for any reason or for no reason, you will not, without the prior written consent of the Company, engage in the following activities either through or on behalf of yourself, a third party or another person/entity, whether directly or indirectly:

(i) either as principal, partner, stockholder, officer, director, member, employee, consultant, agent, representative or in any other capacity, own, manage, operate or control, or be concerned, connected or employed by, or otherwise associate in any manner with, engage in, or have a financial interest in, any business which is directly or indirectly Competing with the business of the Company within the Restricted Territory, *provided* that nothing contained herein will preclude you from purchasing or owning securities of any such business if such securities are publicly traded and your holdings do not exceed two percent (2%) of the issued and outstanding securities of any class of securities of such business;

(ii) solicit, divert or appropriate, or attempt to solicit, divert or appropriate, for the purpose of Competing with the Company within the Restricted Territory, any customers or patrons of the Company, or any prospective customers or patrons with respect to which the Company has developed or made a sales presentation (or similar offering of services);

(iii) (A) solicit, entice or persuade, or attempt to solicit, entice or persuade, any other employees of or consultants to the Company to leave the services of the Company or any such parent, subsidiary or affiliate for any reason, or (B) employ, cause to be employed, or solicit the employment of any employee of or consultant to the Company while any such person is providing services to the Company or within twelve (12) months after any such person ceases providing services to the Company; or

(iv) interfere with, or attempt to interfere with, the relations between the Company and any vendor or supplier to the Company.

4. Disclosure to Future Employers. You will provide, and the Company, in its discretion, may similarly provide, a copy of this Agreement or specific covenants herein to any business or enterprise which you may directly or indirectly own, manage, operate, finance, join, control or in which you may participate in the ownership, management, operation, financing, or control, or with which you may be connected as an officer, director, employee, partner, principal, agent, representative, consultant or otherwise.

5. Your Representations and Warranties. You hereby represent and warrant that: (a) you have no commitments, agreements or legal obligations that are inconsistent with this Agreement or that restrict your ability to be employed by or perform other services for the Company; and (b) the Company has advised you that at no time should you divulge to or use for the benefit of the Company any trade secret or confidential or proprietary information of any previous employer or other third party, and that you have not divulged or used and will not divulge or use any such information for the benefit of the Company. You expressly acknowledge and agree that you will indemnify and hold the Company harmless against loss, damage, liability or expense arising from any claim based upon circumstances alleged to be inconsistent with the representations and warranties above.

6. Provisions Necessary and Reasonable; Injunctive Relief; Severability.

(a) Reasonableness of Restrictions. You acknowledge and agree that the provisions of Sections 1, 2 and 3 of this Agreement are necessary and reasonable to protect the Company's Confidential

Information, property rights and business interests. You further acknowledge and agree that the types of employment which are prohibited by Section 3 are narrow and reasonable in relation to the skills which represent your principal salable asset both to the Company and to your other prospective employers, and that the specific but broad temporal and geographical scope of Section 3 is reasonable and fair in light of the Company's need to market its services and sell its products in a large geographic area in order to maintain a sufficient customer base, and in light of the limited restrictions on the type of employment prohibited herein compared to the types of employment for which you are qualified to earn your livelihood.

(b) Injunctive Relief. You hereby expressly acknowledge that any breach or threatened breach of any of the terms of Sections 1, 2 or 3 of this Agreement will result in substantial, continuing and irreparable injury to the Company. Therefore, in addition to any other remedy available to the Company, the Company will be entitled to injunctive or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach of the terms of Sections 1, 2 or 3 of this Agreement, without posting any bond or security, and without affecting the Company's right to seek and obtain damages or other equitable relief.

(c) Severability and Blue Pencil. The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement is to any extent declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision or the geographic area covered thereby, the court making such determination will have the power to reduce the duration and/or geographic area of such provision, and/or to delete specific words and phrases ("blue-penciling"), and in its reduced or blue-penciled form such provision will then be enforceable and will be enforced.

7. General.

(a) Notices. All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth above or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) sent by overnight courier, or (iii) sent by registered mail, return receipt requested, postage prepaid. All notices, requests, consents and other communications hereunder will be deemed to have been given either (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iii) if sent by registered mail, on the fifth business day following the day such mailing is made.

(b) Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

(c) Modifications, Amendments, and Waivers. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the parties hereto. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions. No such

waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies.

(d) Assignment. The Company may assign its rights and obligations hereunder to any person or entity that succeeds to all or substantially all of the Company's business or that aspect of the Company's business in which you are principally involved. You may not assign your rights and obligations under this Agreement without the prior written consent of the Company and any such attempted assignment by you without the prior written consent of the Company will be void. You acknowledge and agree that if you should transfer between or among any affiliates of the Company, wherever situated, or be promoted or reassigned to functions other than your present functions, all terms of this Agreement shall continue to apply with full force.

(e) Benefit. All statements, representations, warranties, covenants and agreements in this Agreement will be binding on the parties hereto and will inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this Agreement will be construed to create any rights or obligations except between the Company and you, and no person or entity other than the Company will be regarded as a third-party beneficiary of this Agreement.

(f) Governing Law; Jurisdiction; Venue; Waiver of Jury Trial. This Agreement and the rights and obligations of the parties hereunder will be construed in accordance with and governed by the law of the Commonwealth of Massachusetts, without giving effect to conflict of law principles thereof, and specifically excluding any conflict or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the Commonwealth of Massachusetts or of the United States of America for the District of Massachusetts. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts. **ANY ACTION, DEMAND, CLAIM OR COUNTERCLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT WILL BE RESOLVED BY A JUDGE ALONE AND EACH OF THE COMPANY AND YOU WAIVE ANY RIGHT TO A JURY TRIAL THEREOF.**

(g) Survival of Acknowledgements and Agreements. Your acknowledgements and agreements set forth in Sections 1, 2 and 3 will survive the termination of your provision of services to the Company for any reason or for no reason, pursuant to the terms and conditions herein.

(h) Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

(i) Expenses. Should any party breach this Agreement, in addition to all other remedies available at law or in equity, such party will pay all of the other party's costs and expenses resulting therefrom and/or incurred in enforcing this Agreement, including legal fees and expenses.

(j) Counterparts. This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(k) Opportunity to Review. You hereby acknowledge that you have had adequate opportunity to review these terms and conditions and to reflect upon and consider the terms and conditions of this Agreement, and that you have had the opportunity to consult with counsel of your own choosing regarding such terms. You further acknowledge that you fully understand the terms of this Agreement and have voluntarily executed this Agreement.

If the foregoing accurately sets forth our agreement, please so indicate by signing and returning to us the enclosed copy of this letter.

[Signature Page to Follow]

Sincerely,

MODERNA THERAPEUTICS, INC.

By: 

Name: Gregory Sieczkiewicz

Title: VP-IP

Accepted and Agreed:


Print Name:

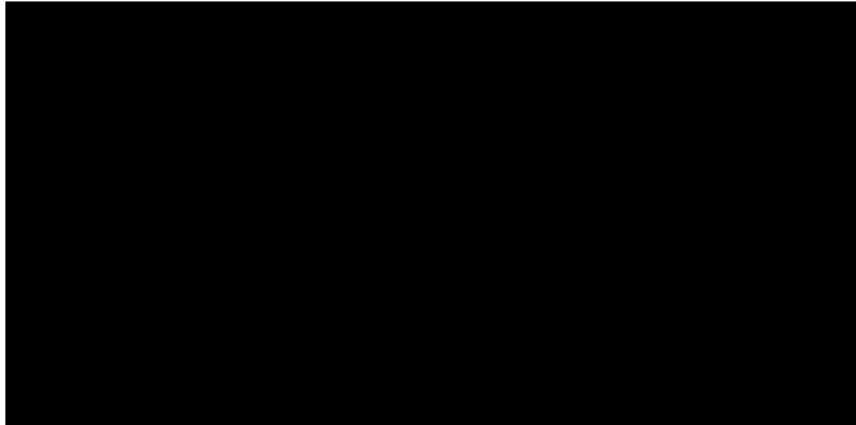
Jason Schrum

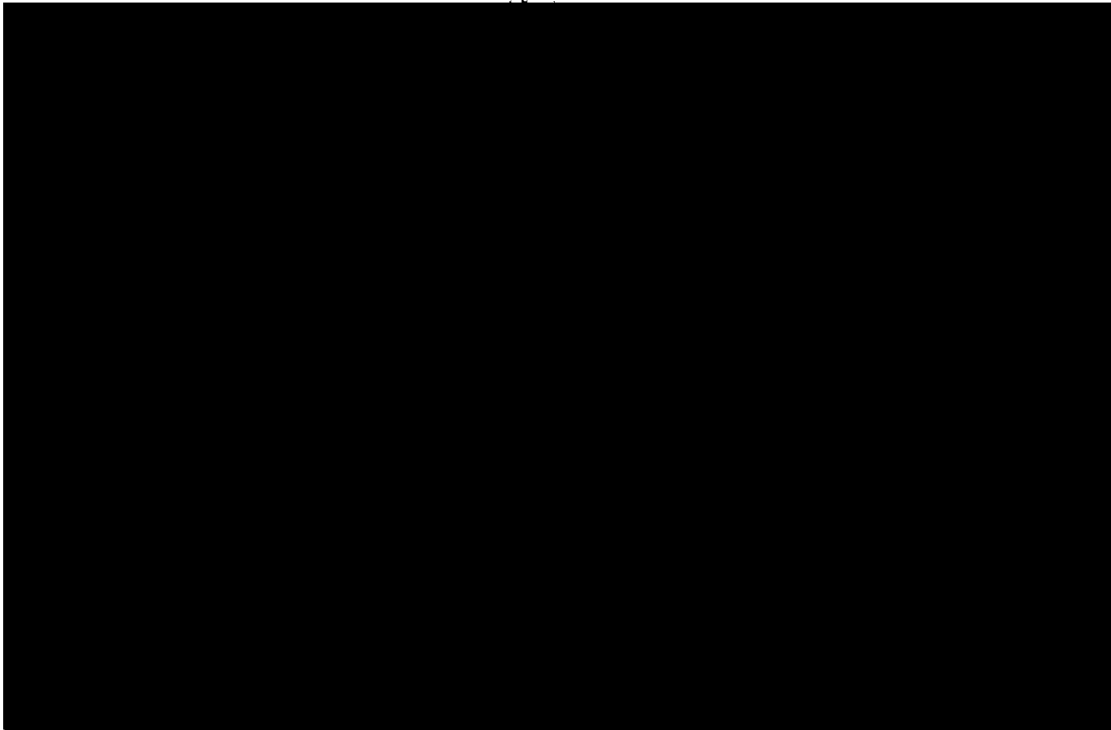
Date

EXHIBIT A

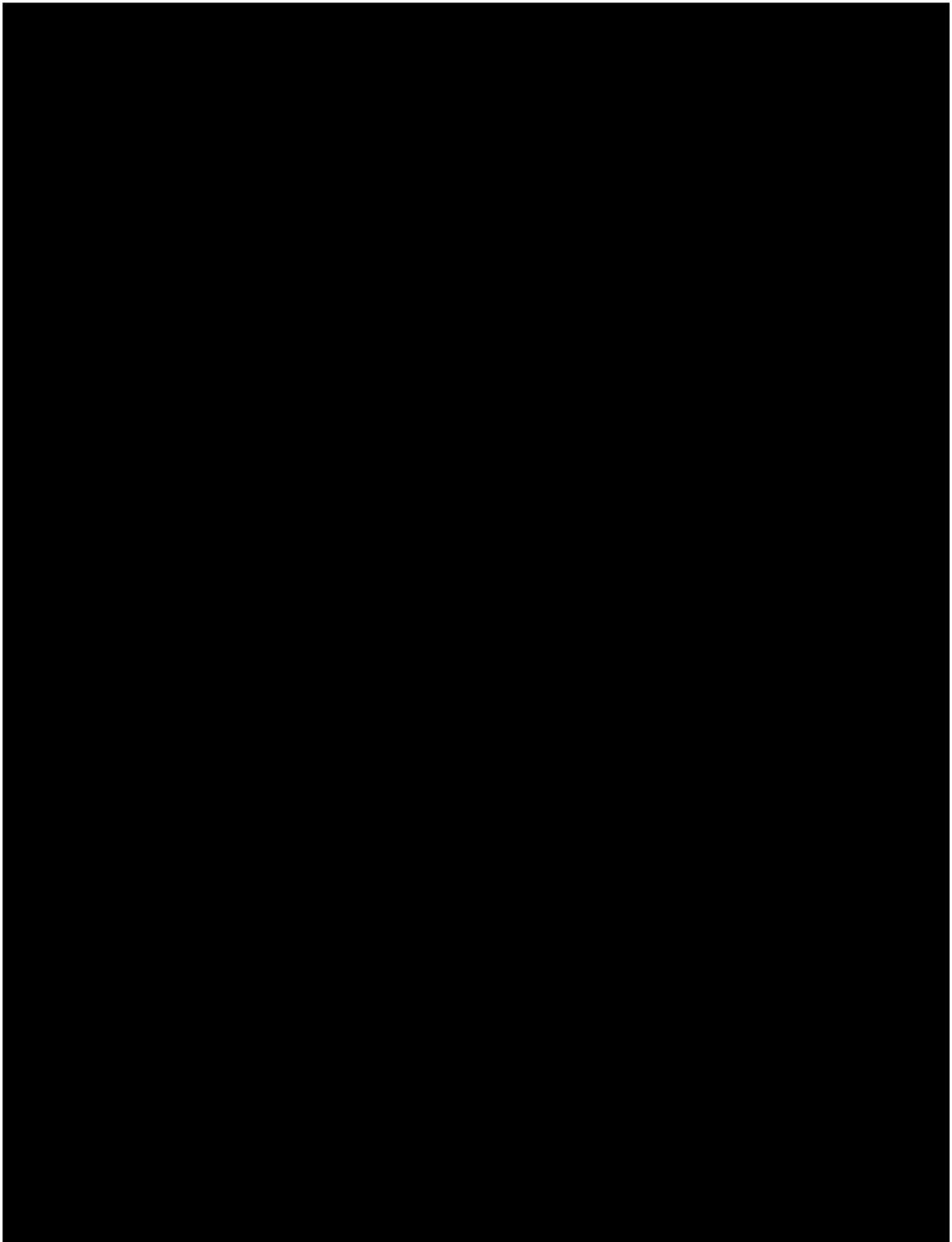
PRIOR INVENTIONS

See attached





[REDACTED]



[REDACTED]

