PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3946389

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CENTRE FOR DRUG RESEARCH AND DEVELOPMENT	12/01/2014

RECEIVING PARTY DATA

Name:	CDRD VENTURES INC.
Street Address:	2405 WESBROOK MALL
Internal Address:	4TH FLOOR
City:	VANCOUVER, BC
State/Country:	CANADA
Postal Code:	V6T1Z3

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	61792020
Application Number:	61792066
Application Number:	14213504
Application Number:	62051880
Application Number:	62051883
Application Number:	62051889
Application Number:	61921242
Application Number:	61920425
PCT Number:	US2014029463

CORRESPONDENCE DATA

Fax Number:

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.

Email: sf.docketing@aporter.com, cyn.haueter@aporter.com
Correspondent Name: TODD A. LORENZ
Address Line 1: 3 EMBARCADERO CENTER
Address Line 2: ARNOLD & PORTER, FLOOR 10
Address Line 4: SAN FRANCISCO, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	CDRD-0001,2&3; KRS-0001&2

NAME OF SUBMITTER:	TODD A. LORENZ, REG. NO. 39,754
SIGNATURE:	/Todd A. Lorenz, Reg. No. 39,754/
DATE SIGNED:	07/01/2016

Total Attachments: 8
source=Technology Assignment ADC_CDRD and CDRD Ventures Inc._1 December 2014#page1.tif
source=Technology Assignment ADC_CDRD and CDRD Ventures Inc._1 December 2014#page2.tif
source=Technology Assignment ADC_CDRD and CDRD Ventures Inc._1 December 2014#page3.tif
source=Technology Assignment ADC_CDRD and CDRD Ventures Inc._1 December 2014#page4.tif
source=Technology Assignment ADC_CDRD and CDRD Ventures Inc._1 December 2014#page5.tif
source=Technology Assignment ADC_CDRD and CDRD Ventures Inc._1 December 2014#page6.tif
source=Technology Assignment ADC_CDRD and CDRD Ventures Inc._1 December 2014#page7.tif
source=Technology Assignment ADC_CDRD and CDRD Ventures Inc._1 December 2014#page8.tif

TECHNOLOGY ASSIGNMENT AGREEMENT

BETWEEN:

CENTRE FOR DRUG RESEARCH AND DEVELOPMENT, a society incorporated under the British Columbia Society Act and having its administrative offices at 2405 Wesbrook Mall, Fourth Floor, Vancouver, British Columbia, V6T 1Z3

("**CDRD**")

AND:

CDRD VENTURES INC. a company incorporated under the British Columbia Business Corporations Act and having its administrative offices at 2405 Wesbrook Mall, Fourth Floor, Vancouver, BC V6T 1Z3

("**CVI**")

WHEREAS:

A. CDRD is a non-profit society with a mission to improve the health of people by assisting in the advancement of promising drug related discoveries from academia to a commercially attractive stage; and building a collaborative research infrastructure to increase research and development capacity both in Canada and internationally;

B. CVI was incorporated to function as the commercialization vehicle for CDRD's drug development projects, with the goal of further advancing such projects and the resulting technologies to a stage where they can attract licensing partners and/or form the foundation for a new spin-off company;

C. CVI and each of its shareholders (the "**Shareholders**") have entered a shareholders' agreement (the "**Shareholders' Agreement**") to provide for certain matters of mutual interest with respect to their shareholdings in CVI including, subject to the terms set out therein, provisions which require that CVI's Net Profits (as defined in the Shareholders Agreement) to the extent permitted by law, shall be directed to CDRD to fulfill CDRD's stated constitutional purposes and mission;

D. Consistent with its mission, CDRD has been engaged in research during the course of which it has invented, developed and/or acquired certain technology relating to small molecule anticancer agents as well as certain drug moieties, drug reagents and linkers for conjugation with antibodies (the "**Drug-Conjugate Technology**" as further defined below);

E. CVI has incorporated Kairos Therapeutics Inc., ("**Kairos**"), as a new spin-off company of with the intention of licensing to Kairos on commercial terms the Drug-Conjugate Technology, so that Kairos can undertake the clinical development and commercialization of the Drug-Conjugate Technology; and

F. To enable the grant of the commercial license of the Drug-Conjugate Technology from CVI to Kairos, CDRD has agreed to assign the Drug-Conjugate Technology to CVI on the terms and conditions set out in this technology assignment agreement.

NOW, THEREFORE, in consideration of the mutual covenants set out herein, and of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

(a) "**Agreement**" means this technology assignment agreement;

(b) "**Drug-Conjugate Technology**" means the technology described in Schedule "**A**", including the Patents;

(c) "**Effective Date**" is December 1, 2014;

(d) "**Kairos**" is defined in Recital "E";

(e) "**Kairos License Agreement**" means the license of the Drug-Conjugate Technology to be entered into between CVI as licensor and Kairos as licensee immediately after execution of this Agreement;

(f) "**Patents**" means the rights in and to any and all inventions which are in any of the U.S., Canadian and foreign patents and patent applications described in Schedule "**A**" and, with regards to each such patent and patent application, all:

(i) counterparts, continuations, continuations-in-part, divisionals, continuing prosecution applications, and requests for continued examinations, extensions, term restorations, renewals, reissues, re-examinations, or substitutions thereof;

(ii) corresponding international patent applications;

(iii) corresponding foreign patent applications, including supplementary protection certificates and other administrative protections; and

(iv) international and foreign counterpart patents resulting therefrom,

(g) "**Shareholders**" is defined in Recital C;

(h) "**Shareholders' Agreement**" is defined in Recital C;

(i) "**Third Party**" means a person or entity other than CDRD, CVI, Kairos and their respective, employees, directors, officers and agents;

2.0 Assignment of the Drug-Conjugate Technology:

2.1 Subject to the terms and conditions of this Agreement, and in acknowledgement of the nature and effect of the Shareholders Agreement as described in Recital C, CDRD hereby transfers, sells and assigns to CVI as of the Effective Date CDRD's entire right, title and interest in and to the Drug-Conjugate Technology. To the extent that any of the Drug-Conjugate Technology is the subject of copyright, CDRD hereby waives in favour of CVI, its successors and assigns, and CDRD will cause its affiliates and their respective employees, agents, and contractors, to waive in favour of CVI, its successors and assigns, all moral rights in relation to such Drug-Conjugate Technology in Canada and throughout the world, including, without

limiting the generality of the foregoing, waiver of all such rights under the Canadian *Copyright Act*.

2.2 CDRD will, at the reasonable request of CVI, execute all necessary documents to assign all rights in and to the Patents from CDRD to CVI, and CDRD hereby confirms that it hereby transfers, sells and assigns to CVI, all of CDRD's right, title, and interest in and to:

(a) the Patents and any and all patent applications covering or claiming the Drug-Conjugate Technology in all countries and jurisdictions and under all conventions and treaties, including the right to claim for any and all applications any priority rights to which such applications are entitled under conventions, treaties or otherwise and all letters patent that may be granted therefor in any and all countries and jurisdictions, and any renewals, reissues, re-examinations or extensions of the Patents, and

(b) the exclusive right to bring or participate in any proceeding for infringement or any other actionable right under all of the Patents and to receive all remedies that arise therefrom, to the end of the term for which Patents may be granted, as fully and entirely as the same would have been held by CDRD had this Agreement not been entered into.

2.3 Notwithstanding Article 2.1 and 2.2(a) above, CVI hereby grants to CDRD a non-exclusive, royalty free license to use the Drug-Conjugate Technology without charge in any manner at all for all non-commercial research or development consistent with CDRD's purposes, including to conduct non-commercial research collaborations with other not-for-profit entities, provided that CDRD will not be permitted to commercially exploit the Drug-Conjugate Technology.

3.0 Further Acts

3.1 CDRD and CVI agree that they shall, each respectively at all times hereafter, execute and deliver, at the reasonable request of the other party hereto (and upon reimbursement by such other party of all reasonable out-of-pocket costs), all such further documents and instruments and shall do and perform all such reasonable acts as may be necessary to give full effect to the intent and meaning of this Agreement.

4.0 Disclaimer of Warranty:

4.1 Subject to Article 4.2, CDRD makes no representations, conditions or warranties, either express or implied, regarding the Drug-Conjugate Technology. Without limitation, CDRD specifically disclaims any implied warranty, condition or representation that the Drug-Conjugate Technology:

(a) corresponds with a particular description;

(b) is of merchantable quality;

(c) is fit for a particular purpose; or

(d) is durable for a reasonable period of time.

4.2 CDRD represents and warrants to CVI that as of the Effective Date:

(a) CDRD has the power, authority and capacity to enter into this Agreement and to carry out the transactions contemplated by this Agreement, all of which have been duly and validly authorized by all requisite legal proceedings;

(b) CDRD is the sole legal, equitable and beneficial owner of all right, title, and interest in the Patents; and

(c) CDRD has received no notice or claim challenging CVI's sole ownership of the Drug-Conjugate Technology or asserting that any other person or entity has any claim of legal, equitable or beneficial ownership with respect thereto.

4.3 CDRD is not liable for any loss, whether direct, consequential, incidental or special, which CVI, Kairos or any Third Party may suffer arising from any defect, error or fault of the Drug-Conjugate Technology, or its failure to perform, even if CDRD is aware of the possibility of the defect, error, fault or failure.

4.4 Subject to Article 4.2, nothing in this Agreement:

(a) constitutes a warranty or representation by CDRD that anything made, used, sold or otherwise disposed of with respect to, or using the Drug-Conjugate Technology, will not infringe the patents, copyrights, trade-marks, industrial designs or other intellectual property rights of any Third Party;

(b) constitutes an express or implied warranty or representation by CDRD that CVI or Kairos have, or will have, the freedom to operate or practice the Drug-Conjugate Technology, or the freedom to make, have made, use, sell or otherwise dispose of products made using the Drug-Conjugate Technology;

(c) imposes an obligation on CDRD to bring, prosecute or defend actions or suits against any Third Party for infringement of patents, copyrights, trade-marks, industrial designs or other intellectual property or contractual rights; or

(d) confers the right to use in any advertising or publicity the name of CDRD or any CDRD trade-marks, service mark, logo, insignia, seal, design, symbol, or device used by CDRD in relation to the Drug-Conjugate Technology or anything made used, sold or otherwise disposed of by CVI with respect to the Drug-Conjugate Technology.

5.0 Indemnity and Limitation of Liability:

5.1 CVI indemnifies, holds harmless and defends CDRD, its directors, officers, employees, researchers, contractors, invitees and agents (collectively, the "**CDRD Indemnitees**") against any and all claims (including all associated legal fees and disbursements actually incurred) arising out of the exercise of any rights under this Agreement, including against any damages or losses, consequential or otherwise, arising in any manner at all from or out of the use of the Drug-Conjugate Technology, the license of such Drug-Conjugate Technology to Kairos under the Kairos License Agreement, or the manufacture, use or sale of products by CVI, Kairos or their respective affiliates, collaborators, licensees, sublicensees, distributors, agents, customers or end users.

5.2 CVI acknowledges and agrees that the transfer, sale and assignment of the Drug-Conjugate Technology hereunder is on an "as is" basis, and that CVI has conducted its own due diligence with respect to the Drug-Conjugate Technology.

5.3 The CDRD Indemnitees are third party beneficiaries of the obligations of CVI under this Article 5 and shall have the legal right to enforce directly against CVI the provisions, obligations and covenants in this Article 5 included for the benefit of the CDRD Indemnitees.

6.0 CVI's Warrantees:

6.1 In order to induce CDRD to enter into this Agreement, CVI hereby represents and warrants to CDRD that:

(a) CVI is a company duly organized, validly existing and in good standing under the laws of British Columbia;

(b) CVI has all necessary corporate power, authority and capacity to acquire the Drug-Conjugate Technology and perform its obligations pursuant to this Agreement;

(c) the execution and delivery of this Agreement has been duly authorized by all necessary corporate action on the part of CVI;

(d) CVI is not a party to, bound by or subject to any agreement, instrument, statute, regulation, order, judgment, decree or law which would be violated, contravened or breached by or under which any default would occur as a result of the execution of and delivery by CVI of this Agreement or the performance by CVI of any of its terms.

6.2 The representations and warranties contained in this Agreement shall survive the Effective Date and shall continue in full force and effect for the benefit of CDRD and CVI, as applicable.

7.0 General:

7.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia

7.2 Nothing contained in this Agreement is to be deemed or construed to create between the parties a partnership or joint venture. No party has the authority to act on behalf of any other party, or to commit any other party in any manner at all or cause any other party's name to be used in any way not specifically authorized by this Agreement.

7.3 Subject to the limitations in this Agreement, this Agreement operates for the benefit of and is binding on the parties and their respective successors and permitted assigns.

7.4 No condoning, excusing or overlooking by any party of any default, breach or non-observance by any other party at any time or times regarding any terms of this Agreement operates as a waiver of that party's rights under this Agreement. A waiver of any term, or right under, this Agreement will be in writing signed by the party entitled to the benefit of that term or right, and is effective only to the extent set out in the written waiver.

7.5 No exercise of a specific right or remedy by any party precludes it from or prejudices it in exercising another right or pursuing another remedy or maintaining an action to which it may otherwise be entitled either at law or in equity.

7.6 All terms which require performance by the parties after the expiry or termination of this Agreement, will remain in force despite this Agreement's expiry or termination for any reason.

7.7 Part or all of any Article that is indefinite, invalid, illegal or otherwise voidable or unenforceable may be severed and the balance of this Agreement will continue in full force and effect.

7.8 This Agreement sets out the entire understanding between the parties and no changes are binding unless signed in writing by the parties to this Agreement.

7.9 Time is of the essence of this Agreement.

SIGNED BY THE PARTIES AS AN AGREEMENT on the 1st day of December, 2014.

SIGNED FOR AND ON BEHALF of **CENTRE FOR DRUG RESEARCH AND DEVELOPMENT** by its authorized signatory:

Authorized Signatory

Kathryn Hayashi, CFO

Name and Title

SIGNED FOR AND ON BEHALF of **CDRD VENTURES INC.** by its authorized signatory:

Authorized Signatory

N. Liakos, CFO

Name and Title

SCHEDULE "A"

The Drug-Conjugate Technology

CDRD's interest in any proprietary information (including techniques, processes, methods, protocols, formulas, data, test results and other know-how) that is:

(i) described in the project reports listed below; or

(ii) disclosed (whether or not claimed) in any of the Patents.

To the extent not already included in the project reports listed below or disclosed in the Patents, the Drug-Conjugate Technology also includes any and all Work Product created or reduced to practice by CDRD, whether solely or jointly with CVI or any of CDRD's sub-contractors, in the performance by CDRD as subcontractor to CVI of the work under the Interim Master Service Agreement, effective from January 1, 2014 between Kairos Therapeutics Inc. and CVI (the "Kairos/CVI Interim Master Service Agreement"). As used in the foregoing, "Work Product" has the meaning given to it in the Kairos/CVI Interim Master Service Agreement.

Project Reports

SR #	Title
SR-S0978-01	Tolerability Study of CDRD-00317857 and Antibody Drug Conjugates T-MCC-DM1, T-MCVC-PABC-MMAE, T-MCVC-PABC-707 and T-MCVC-708 in Mice
SR-S0978-02	Tolerability Study of Antibody Drug Conjugates in NSG Mice: A Crossover Study
SR-S0978-03	Efficacy Dose Range Finding of CDRD Antibody Drug Conjugates in the NCI-N87 Tumour Model using the NOD SCID Gamma Mice
S0978-04	Efficacy Dose Range Finding of CDRD Antibody Drug Conjugates in the KPL-4 Tumour Model using NOD SCID Gamma Mice
S0978-05	Pharmacokinetics of T-MC-VC-708
SR-S0978-06	Tolerability Study of CDRD Toxins in Mice: Determining the Maximum tolerated Dose
SR-S0978-07	Efficacy Comparison of CDRD Antibody Drug Conjugates in the NCI-N87 Tumour Model using NOD SCID Gamma Mice
S0978-08	Efficacy of CDRD00317888, CDRD00317857, CDRD00230573 in PC-3 Tumour Model
SR-S0978-09	Efficacy of CDRD Antibody Drug Conjugates in NCI-N87 Tumour-bearing Mice
S0978-10	Murine PK of CDRD00317888, CDRD00317857
SR-S0978-11	Tolerability Study of CDRD Toxins CDRD00319707 & CDRD00317886 in Mice: Determining the Maximum Tolerated Dose
R1200-01	Pharmacokinetics and Biodistribution of CDRD-00319707, CDRD-00319830, and CDRD-00317886 in CD-1 mice
R1200-03	Efficacy of Next Generation ADCs Against NCI-N87 NSG Xenografts
R1200-06	ADC Tolerability in Sprague Dawley Rats – 15, 30, and 45 mg/kg Single Dose

Patents

Serial No.	Title	Filing Date
US 61/792,020	Compositions Comprising Targeting Moieties and Cytotoxic or Anti-Mitotic Compounds, and Methods Using the Same	15-Mar-13
US 61/792,066	Cytotoxic and Anti-Mitotic Compositions, and Methods of Using the Same	15-Mar-13
PCT/US2014/029463	Cytotoxic and Anti-Mitotic Compounds, and Methods of Using the Same	14-Mar-14
US 14/213,504	Cytotoxic and Anti-Mitotic Compounds, and Methods of Using the Same	14-Mar-14
US 62/051,880	Cytotoxic and Anti-Mitotic Compounds, and Methods of Using the Same	17-Sep-14
US 62/051,883	Cytotoxic and Anti-Mitotic Compounds, and Methods of Using the Same	17-Sep-14
US 62/051,889	Linkage System and Methods of Using the Same.	17-Sep-14
61/921,242	Enzymatically Cleavable Linkage System and Methods of Using the Same	27-Dec-13
61/920,425	Antibodies having Extended Light Chains	23-Dec-13