

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4135009

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NATALYA D. BODYAK	06/26/2015
MICHAEL J. DEVIT	06/26/2015
TIMOTHY B. LOWINGER	06/26/2015
PETER U. PARK	06/26/2015
ALEKSANDR V. YURKOVETSKIY	06/26/2015
RECEIVING PARTY DATA	
Name:	MERSANA THERAPEUTICS, INC.
Street Address:	840 MEMORIAL DRIVE
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02139
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15344012
CORRESPONDENCE DATA	
Fax Number:	(617)937-2400
<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>	
Phone:	6179372300
Email:	louyang@cooley.com, tkoller@cooley.com
Correspondent Name:	COOLEY LLP, ATTN: PATENT GROUP
Address Line 1:	1299 PENNSYLVANIA AVENUE, NW
Address Line 2:	SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	MRSN-012D01US 322140-2145
NAME OF SUBMITTER:	LIAN OUYANG
SIGNATURE:	/Lian Ouyang/
DATE SIGNED:	11/09/2016
Total Attachments: 9	

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ASSIGNMENT

Natalya D. Bodyak, Michael J. DeVit, Timothy B. Lowinger, Peter U. Park, and Aleksandr V. Yurkovetskiy (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **MONOCLONAL ANTIBODIES AGAINST HER2 EPITOPE AND METHODS OF USE THEREOF**, and which is one and all of:

- (1) provisional applications
(a) to be filed herewith; or
(b) bearing Application No. _____, and filed on _____;
and/or
- (2) non-provisional application
(a) bearing Application No. 14/742,947, and filed on June 18, 2015; and/or
- (3) PCT application
(a) bearing Application No. PCT/US2015/036431, and filed on June 18, 2015.

WHEREAS, Mersana Therapeutics, Inc., having its principal place of business at 840 Memorial Drive, Cambridge, MA 02139 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified in paragraph (1), (2) and/or (3); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
(b) the application(s) for patent identified in paragraph (1) (2) and/or (3);

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the applications for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application(s) for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application(s) for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that the Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (*e.g.*, opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, *etc.*)

without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified in paragraph (1), (2) and/or (3) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 6-26-2015

By: *Natalya D. Bodyak*
Natalya D. Bodyak

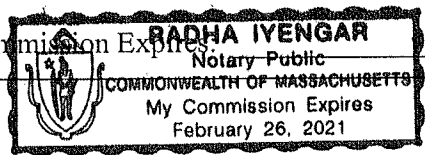
State of Massachusetts
County of Middlesex) ss.
On June 26, 2015, before me, Radha Ivengar,
Notary Public, personally appeared Natalya D. Bodyak,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Radha Ivengar
Signature of Notary Public

Place Notary Seal Above

My Commission Expires _____



Date: 6/26/15

By: *Michael J. DeVit*
Michael J. DeVit

State of Massachusetts
County of Middlesex) ss.
On June 26, 2015, before me, Radha Iyengar,
Notary Public, personally appeared Michael J. DeVit,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Radha Iyengar
Signature of Notary Public

Place Notary Seal Above

RADHA IYENGAR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 26, 2021

Date: June 26/2015

By: Timothy B. Lowinger
Timothy B. Lowinger

State of Massachusetts)
) ss.
County of Middlesex)

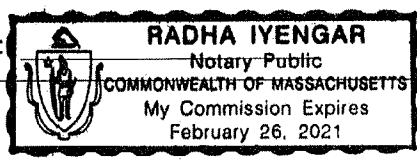
On June 26, 2015, before me, Radha Iyengar,
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which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

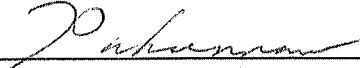
Radha Iyengar
Signature of Notary Public

Place Notary Seal Above

My Commission Expires:

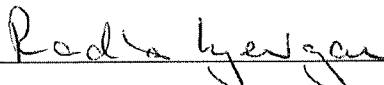


Date: 6-26-2015

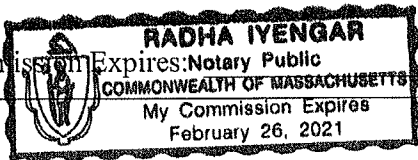
By: 
Peter U. Park

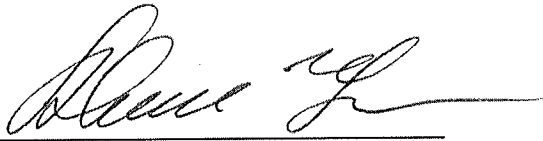
State of Massachusetts
County of Middlesex) ss.
On June 26, 2015, before me, Radha Iyengar,
Notary Public, personally appeared Peter U. Park,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public

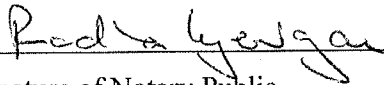
Place Notary Seal Above



Date: 6/26/2015 By: 
Aleksandr V. Yurkovetskiy

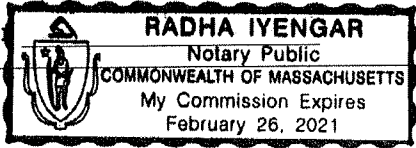
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which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public

Place Notary Seal Above

My Commission Expires



Date: June 26/2015

By: Timothy B. Louinger
Name: Timothy B. Louinger
Title: CSO
Company: Mersana Therapeutics, Inc.

State of Massachusetts)
) ss.
County of Middlesex)
On June 26, 2015, before me, Radha Iyengar,
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which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.
Radha Iyengar
Signature of Notary Public Place Notary Seal Above
My Commission Expires 