

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ANDREW PAUL MAY	09/14/2015
	PAUL DANIEL DONOHUE	09/14/2015
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PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15339633	
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DATE SIGNED:	12/19/2016	
Total Attachments: 2		
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ASSIGNMENT PATENT APPLICATION

WHEREAS, the undersigned:

PAUL DANIEL DONOHOUE and ANDREW PAUL MAY

(hereinafter "Inventors"), have invented certain new and useful improvements in

COMPOSITIONS AND METHODS OF ENGINEERED CRISPR-CAS9 SYSTEMS USING SPLIT-NEXUS CAS9-ASSOCIATED POLYNUCLEOTIDES

for which application serial number 14/835,675 was filed on **25 August 2015** in the United States Patent and Trademark Office (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above applications.

WHEREAS, Caribou Biosciences, Inc., a corporation of the State of Delaware, having a place of business at 2929 7th Street, Suite 120, Berkeley, CA 94710 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventors (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every foreign patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present and lost profits, royalties and damages of whatever nature recoverable from an infringement of the Patent(s).

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to

enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol or treaty. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents; giving of testimony; execution of petitions, oaths, specifications, declarations or other papers; and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefore and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby warrant, represent and covenant that said Inventors have not entered and will not enter into any assignment, contract or understanding in conflict herewith.

5. Said Inventors hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol or treaty be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. Said Inventors also agree that the U.S. Serial Number for the U.S. Patent Application may be entered above by the Assignee or its agents upon designation of the U.S. Serial Number by the U.S. Patent and Trademark Office.

7. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

Date: 09.14.15

Signature: _____

Paul Daniel Denbouse

Date: 09/14/2015

Signature: _____

Andrew Paul May