

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4183668

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MATTHEW ANGEL	10/12/2016
CHRISTOPHER ROHDE	10/12/2016
RECEIVING PARTY DATA	
Name:	FACTOR BIOSCIENCE INC.
Street Address:	8 MUSEUM WAY #2204
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02141
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15358818
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	STEPHEN L. ALTIERI
SIGNATURE:	/STEPHEN L. ALTIERI/
DATE SIGNED:	12/13/2016
Total Attachments: 5	
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CONFIRMATORY PATENT APPLICATION
Assignment

We, the undersigned, inventors:

MATTHEW ANGEL

CHRISTOPHER ROHDE

hereinafter referred to as "Assignors"

have made an invention(s) (the "Invention(s)") set forth in an application for patent entitled "METHODS AND PRODUCTS FOR REPROGRAMMING CELLS TO A LESS DIFFERENTIATED STATE," and which is a United States provisional application bearing Application No. **13/465,490** and filed on May 7, 2012.

WHEREAS, the above identified application claims the benefit of priority to US Provisional Application Nos. 61/637,570 (filed April 24, 2012), 61/569,595 (filed December 12, 2011), and 61/566,948 (December 5, 2011) and the inventors of such applications previously sold, assigned and transferred to Factor Bioscience Inc., a corporation having a place of business at 8 Museum Way, #2204, Cambridge, MA 02141, its successors, assigns, and legal representatives, the full and exclusive right to said applications and to any and all inventions described in said applications and to any and all inventions described in said applications for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all provisionals, continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possession and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, act, and treaties, including all future conventions, unions, agreements, acts, and treaties. Such assignments were recorded in the US Patent and Trademark Office at Reel/Frame 028625 / 0946, Reel/Frame 027517 / 0510, and Reel/Frame 027517 / 0558, respectively.

WHEREAS, the present inventors further have an obligation to assign inventions and patent applications to Factor Bioscience Inc. in connection with employment agreements.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned, inventors confirm that they have sold, assigned and transferred or do hereby sell, assign and transfer to **Factor Bioscience Inc.**, a corporation having a place of business at **8 Museum Way, #2204, Cambridge, MA 02141**, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all provisionals, continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which

have been or shall be filed in the United States, its territorial possession and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, act, and treaties, including all future conventions, unions, agreements, acts, and treaties;

Agree(s) that **Factor Bioscience Inc.**, hereinafter referred to as Assignee, may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, successors, assigns, or legal representatives; and

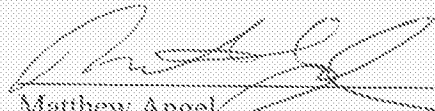
Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

MORGAN, LEWIS & BOCKIUS LLP

Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

IN THE TESTIMONY WHEREOF we have hereunto set our signatures on the dates indicated below.

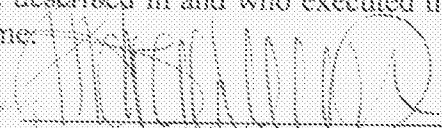

Matthew Angel

Date: October 12, 2016

United States of America)
State of Massachusetts) ss.:
County of Worcester)

On this 12 day of October, 2016, before me personally came Matthew Angel, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.




SANDRA C. LUCAS, Notary Public

Commonwealth of Massachusetts
My Commission Expires January 8, 2017


Christopher Rohde

Date: October 12 2016

United States of America)
State of Massachusetts) ss.:
County of Worcester)

On this 12 day of October, 2016, before me personally came Christopher Rohde, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

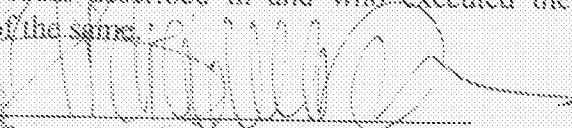


SANDRA C. LUCAS

Notary Public

Commonwealth of Massachusetts

My Commission Expires January 6, 2017


Notary Public

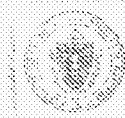
FACTOR BIOSCIENCE INC.

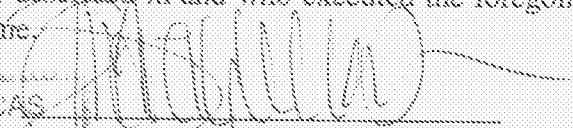

By: Matthew Angel
President

Date: October 12, 2016

United States of America)
State of Massachusetts) ss.:
County of Worcester)

On this 12 day of October, 2016, before me personally came Matthew Angel, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.




SANDRA C. LUCAS
Notary Public Notary Public
Commonwealth of Massachusetts
My Commission Expires January 6, 2017