

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAIL SITKOVSKY	07/08/2016
RECEIVING PARTY DATA	
Name:	JUNO THERAPEUTICS, INC.
Street Address:	307 WESTLAKE AVE, NORTH
Internal Address:	SUITE 300
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98109
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8455437
CORRESPONDENCE DATA	
Fax Number:	(858)720-5125
<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>	
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Address Line 1:	MORRISON & FOERSTER LLP
Address Line 2:	12531 HIGH BLUFF DRIVE, SUITE 100
Address Line 4:	SAN DIEGO, CALIFORNIA 92130
ATTORNEY DOCKET NUMBER:	73504-20098.00
NAME OF SUBMITTER:	KAREN G. POTTER
SIGNATURE:	/Karen G. Potter/
DATE SIGNED:	03/07/2017
Total Attachments: 5	
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this “**Agreement**”) is made as of July 8, 2016 (the “**Effective Date**”), by and between Michail Sitkovsky (“**Assignor**”), and Juno Therapeutics, Inc., a Delaware corporation (“**Assignee**”) (hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**”).

RECITALS

WHEREAS, Assignor has agreed to irrevocably transfer and assign to Assignee all of its rights, title and interest, on a worldwide basis in and to those certain patent applications and patents set forth on Exhibit A (the “**Patents**”) and the inventions claimed or covered thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. ASSIGNMENT

1.1 Assignor hereby irrevocably assigns, conveys, sells, grants and transfers to Assignee all of its rights, title and interest of every kind and character throughout the world in and to the Patents, the inventions claimed and/or covered by any of the Patents, any and all patents and patent applications (in any country or supranational jurisdiction worldwide) for such inventions and/or claiming priority to or sharing common priority with any of the Patents, and any and all patents and registrations issuing from any of the foregoing, including any and all divisions, continuations, continuations-in-part, reissues, reexaminations, substitutions, extensions, supplementary protection certificates, renewals, and confirmations of any of the foregoing, and the right to apply for and/or claim priority to any of the foregoing all goodwill associated with any of the foregoing; and all rights to causes of action and remedies related to any of the foregoing, to the full extent of Assignor’s ownership and interest in each of the foregoing to be held and enjoyed by Assignee (including, without limitation, the right to institute actions for and to recover for past, present and/or future infringement, misappropriation or violation of rights related to any of the foregoing, and to retain any damages and profits due or accrued), and any and all other rights and interests arising out of, in connection with or in relation to the Patents. Pursuant to the letter from the Department of Health & Human Services, dated August 23, 2004, regarding the Waiver of Rights to NIH Employee Invention Report E-270-2004/0, “Oxygenation inhibits the physiological tissue-protecting mechanism and thereby exacerbates acute inflammatory lung injury” by Dr. Michail V Sitkovsky (NIAID) (the “**E-270-2004/0 Letter**”), any products embodying the invention or produced through the use of the invention shall be substantially manufactured in the United States.

1.2 Assignor represents, warrants and covenants that, at the time of execution and delivery of this agreement, Assignor solely and lawfully owns the entire right, title and interest in and to such patents, patent applications and inventions (solely excluding (i) any right or interest therein that is or has been held by a joint inventor thereof and (ii) statutory rights retained by the United States government (including certain statutory non-exclusive limited licenses and march-in rights) and other rights expressly retained by the United States government in the E-270-2004/0 Letter), and that Assignor has good and full right and lawful authority to exclusively sell and convey the same in the manner set forth in this Agreement.

1.3 Assignor agrees to cooperate in good faith with Assignee and to execute such further instruments, documents and agreements and to give such further written assurances, as may be reasonably necessary and requested by Assignee, to better evidence and reflect the transactions contemplated hereby, and to carry into effect the intent and purposes of this Agreement. Assignor, hereby constitutes and appoints Assignee as Assignor’s true and lawful attorney in fact, with full power of substitution in Assignor’s name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the Assignment and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. The foregoing power is coupled with an interest and as such is irrevocable.

2. GENERAL

2.1 This Agreement shall be governed by and construed in accordance with the substantive and procedural law of the State of Washington, without giving effect to the conflict of laws principles thereof.

2.2 No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise of any such right or remedy, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise of such right or remedy limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

2.3 If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

2.4 This Agreement sets forth the complete understanding of the Parties concerning the subject matter hereof and supersedes all prior understandings and writings relating thereto. No waiver, alteration or modification of any of the provisions hereof shall be binding unless made in writing and signed by the Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the Effective Date.

ASSIGNOR

ASSIGNEE

By: _____

By:  _____

Name (Print): _____

Name (Print): JAMES J. MACDONALD

Title: _____

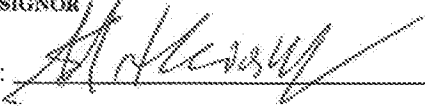
Title: CHIEF INTELLECTUAL PROPERTY OFFICER

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the Effective Date.

ASSIGNOR

ASSIGNEE

By: 

By: _____

Name (Print): MICHAEL SITKOVSKY

Name (Print): _____

Title: _____

Title: _____

EXHIBIT A

PATENTS

U.S. Patent No. 8,455,437 (Method to predict and prevent oxygen-induced inflammatory tissue injury)

Canada Patent No. 2,641,221 (Method to predict and prevent oxygen-induced inflammatory tissue injury)

PATENT APPLICATION

European Patent Application No. 06 733 918.4 -- 1466 (Method to predict and prevent oxygen-induced inflammatory tissue injury)