

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GALAXY BIOTECH, LLC	12/23/2016
RECEIVING PARTY DATA	
Name:	COSTIM PHARMACEUTICALS INC.
Street Address:	250 MASSACHUSETTS AVENUE
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02139
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14610837
PCT Number:	US2015013913
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	C2160-700210/WO
NAME OF SUBMITTER:	DAVID LU
SIGNATURE:	/David Lu/
DATE SIGNED:	03/09/2017
Total Attachments: 4	
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ASSIGNMENT

This Assignment Agreement is entered into by and between **Galaxy Biotech, LLC** of 1230 Bordeaux Drive, Sunnyvale, CA 94089, a company organized under the laws of Delaware, and **CoStim Pharmaceuticals Inc.**, a company incorporated in Delaware whose address is 250 Massachusetts Avenue, Cambridge, MA 02139.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, **Galaxy Biotech, LLC** does hereby sell, assign and transfer to **CoStim Pharmaceuticals Inc.** and its successors, assigns and legal representatives (hereinafter referred to collectively as the "ASSIGNEE"), all of its right, title and interest for all countries of the world in and to all inventions, discoveries, patents/utility models, applications, and rights described in paragraphs (1) through (8) below.

(1) all inventions and discoveries described in the provisional patent application entitled

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for which we have filed a PCT International Application on **January 30, 2015** and accorded International Patent Application Number **PCT/US2015/013913**;

and/or filed in the United States Patent and Trademark Office on **January 30, 2015**, and accorded Application Number **14/610,837**;

(2) the application identified in paragraph (1), and all applications claiming priority from said application, directly or indirectly, including all national stages of any international patent applications;

(3) the right to file patent, utility model, or other applications on any invention or discovery disclosed in any of the applications identified in paragraphs (1) and (2), including the right to file such applications on said inventions and discoveries in the names of ASSIGNEE or their designees, or on behalf or in the name(s) of the inventor(s) of said inventions and discoveries, at ASSIGNEE's election and in accordance with applicable law in all countries and regions; and the right to file all patent, utility model, or other applications in all countries and regions claiming the priority of any of the provisional or non-provisional applications identified in paragraphs (1) or (2);

(4) all rights to claim priority from any of the applications referred to in paragraphs (1), (2), and (3) or from any application from which any of the applications referred to in paragraphs (1), (2) and (3) claim priority in all countries and regions under the Paris Convention for the Protection of Industrial Property, the WTO GATT TRIPS Agreement, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the United States patent application is a provisional patent application, under 35 USC 119(e);

(5) all continuations, continuations-in-part, and divisionals of any United States patent applications or international patent application(s) designating the United States, any national stages of any international applications, and any other patent applications described in paragraphs (1) through (4) hereof, including further continuations, continuations-in-part, and divisionals such as, but not limited to, continuations of continuations and continuations of divisionals;

(6) all patents, utility models, or other grants that issue from any of the applications referred to herein and all rights and remedies associated therewith including the right to sue for and recover past damages and to recover under 35 U.S.C. § 154 (d) or any other law permitting remedies for infringement prior to issuance of the patent;

(7) all registrations and confirmations of, and importation certificates based upon, one or more of said patents, utility models, or other grants, and applications for such registrations, confirmations and importation certificates and;

(8) all reissues, renewals and extensions of said patents, utility models, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said ASSIGNEE to the full ends of the terms for which said patents, utility models, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by **Galaxy Biotech, LLC** if this sale, assignment and transfer had not been made.

Galaxy Biotech, LLC hereby covenants and agrees that it will, at any time, (i) upon the request, but at the expense, of ASSIGNEE, execute and deliver all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, applications, patents, utility models, registrations, confirmations, importation certificates, reissues, renewals, extensions, reexamination certificates, supplementary protection certificates, and applications within the scope of (7) and (8), in ASSIGNEE, including the execution and procurement of all further documents evidencing this sale, assignment and transfer as may be necessary or desirable for recording the same in the patent office or other intellectual property office, agency or the like of any country or region, (ii) upon the request, but at the expense, of ASSIGNEE execute all additional applications within the scope of paragraphs (1) through (6) and all applications within the scope of (7) or (8), and (iii) make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of ASSIGNEE .

Should any provision of this Assignment be deemed invalid or unenforceable by reason of any law, statute, regulation or judgment, existing now or in the future in any jurisdiction, such provision shall be modified in such jurisdiction so as to nearly approximate the intent of the Parties. If this cannot be done, such invalid or unenforceable provision shall be divisible and be deleted in any such jurisdiction, and all other provisions shall remain in full force and effect.

The modification or deletion of any provision in one jurisdiction shall have no effect on this Assignment in any other jurisdiction.

This Assignment shall be governed by the laws of Delaware.

This Assignment is effective as from the earliest priority date as stated above.

Galaxy Biotech, LLC

Executed this 23rd day of December, 2016.

BY [Signature] L.S.

Name: Gary Green

Title: Authorized Signatory

Witnessed by:

[Signature]
Name: Kyle J. Kim
Address: 22820 San Juan Rd
Capitola, CA 95014

Name:
Address:

CoStim Pharmaceuticals Inc.

Executed this 17th day of February, 2017.

BY [Signature] L.S.
Name: Scott A. Brown
Title: Authorized Signatory

Witnessed by:

[Signature]
Name:
Address: **Safiya Watson**
700 Main Street
Cambridge, MA 02139

[Signature]
Name:
Address: **Susan M. Dillon**
700 Main Street
Cambridge, MA 02139 US

Attention Services: This document requires witnessing by two people after each signature – they can be anyone including non-patent related individuals excluding inventors listed in this document and authorized signatories who signed on behalf of the entity in this document.

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