504299343 03/30/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4346024

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
ASTRAZENECA AB	03/30/2017	

RECEIVING PARTY DATA

Name:	TERSERA THERAPEUTICS LLC			
Street Address:	TWO CONWAY PARK			
Internal Address:	150 N. FIELD DRIVE, SUITE 195			
City:	LAKE FOREST			
State/Country:	ILLINOIS			
Postal Code:	60045			

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	7118552
Patent Number:	7220247
Patent Number:	7500964
Patent Number:	D483861

CORRESPONDENCE DATA

Fax Number: (312)862-2200

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.

Phone: 312-862-6371

Email: renee.prescan@kirkland.com

Correspondent Name: RENEE PRESCAN

Address Line 1: 300 NORTH LASALLE STREET

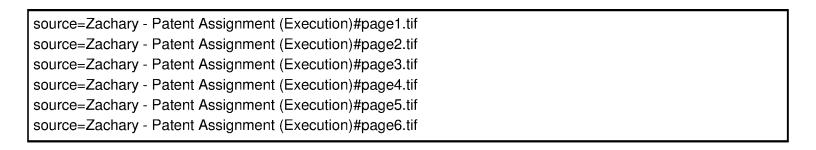
Address Line 2: KIRKLAND & ELLIS LLP
Address Line 4: CHICAGO, ILLINOIS 60654

NAME OF SUBMITTER: RENEE M. PRESCAN	
SIGNATURE: /Renee M. Prescan/	
DATE SIGNED: 03/30/2017	

Total Attachments: 6

PATENT REEL: 041802 FRAME: 0137

504299343



PATENT REEL: 041802 FRAME: 0138

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("<u>Assignment</u>") is made and entered into as of this 30 day of March, 2017 ("<u>Effective Date</u>"), by and between AstraZeneca AB, a Swedish limited company ("<u>Assignor</u>"), and TerSera Therapeutics LLC, a Delaware limited liability company having a place of business at Two Conway Park, 150 N. Field Drive, Suite 195, Lake Forest, Illinois 60045 ("<u>Assignee</u>").

WHEREAS, an affiliate of Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of February 19, 2017, by and between Assignee and an affiliate of Assignor ("Purchase Agreement"), pursuant to which an affiliate of Assignor agrees to cause Assignor to assign to Assignee, and Assignee agrees to accept, the entire right, title and interest, in the United States of America and in Canada, to the patents set forth in Schedule A and Schedule B (the "Patents"); and

WHEREAS, the execution and delivery of this Assignment is a condition to the closing of the transaction that is the subject of the Purchase Agreement.

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows.

- 1. <u>Definitions</u>. Capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.
- 2. <u>Assignment</u>. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, its successors and assigns, and Assignee does hereby purchase and accept, all right, title, and interest of Assignor in and to all of the Patents, including the following (solely with respect thereto):
 - a) all national, regional and international patents and patent applications, including provisional patent applications;
 - b) all patent applications filed either from such patents, patent applications or provisional applications or from an application claiming priority from either of these, including divisionals, continuations, continuations-in-part, provisionals, converted provisionals and continued prosecution applications;
 - c) all patents that have issued or in the future issue from the foregoing patent applications ((a) and (b)), including utility models, petty patents, innovation patents and design patents and certificates of invention; and
 - d) all extensions or restorations by existing or future extension or restoration mechanisms, including revalidations, reissues, re-examinations and extensions (including any supplementary protection certificates and the like) of the foregoing patents or patent applications ((a), (b) and (c))

(the foregoing, collectively, the "Assigned Patent Rights").

PATENT REEL: 041802 FRAME: 0139 The Assigned Patent Rights are for Assignee's exclusive use and enjoyment, and for the exclusive use and enjoyment of Assignee's successors, assigns and other legal representatives, to the full end of the term for which any patent may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor agrees that no rights, title or interest in any of the Assigned Patent Rights are retained by Assignor.

- 3. <u>Authorization</u>. Assignor hereby authorizes the United States Commissioner of Patents and Trademarks, and, as appropriate, the corresponding entity or agency in any other jurisdiction, to record this Assignment, and to issue any and all patents, utility models or other governmental grants or issuances pertaining to any of the Assigned Patent Rights in the name of Assignee, its successors, assigns or other legal representatives.
- 4. <u>Expenses</u>. All costs and expenses associated with the conveyance under this Assignment of all rights, title and interest of Assignor in and to the Assigned Patent Rights shall be borne solely by Assignee.
- 5. <u>Successors</u>. This Assignment shall inure to the benefit of and be binding upon the parties and their respective assigns and successors.
- 6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, excluding any conflicts or choice of Law rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive Law of another jurisdiction.
- 7. <u>Counterparts</u>. This Assignment may be signed in counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

* * *

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

[signatures on following page]

2

By: Signature
Jan-Olof Jacke Print Name
Title: <u>President Astra Zen</u> eca AB
STATEMENT BY WITNESS
I, Maud Vilsson whose full post office address is Ashazeneca, Peppareds leden 1, 43/83 Molndat was personally present and did see
Signed at <u>Johnen burn</u> this <u>28</u> day of <u>March</u> , 2017.
Signature of Witness

ASTRAZENECA AB

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

TERSERA THERAPEUTICS LLC

By:	Euro
-	Signature
***************************************	Edward J. Fiorentino
	Print Name
Title:	Chief Executive Officer

STATEMENT BY WITNESS

i, Eduard A. Norova	whose	full	post	office	address	is
1411 Judson Ave, Eventy IL 60201			-		nally pre	
and did see Edward J. Fiorentino (name	of perso	n who	signed	l assigni	ment) wh	o is
known to me, execute the assignment.					•	
Signed at 1:15 PM	this &	₹3 da	ay of M	arch, 20	17.	
EW//	AAAAA			, , , , , , , , , , , , , , , , , , , ,		
Signature of Witness						

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

SCHEDULE A

U.S. Patents

AstraZeneca Case Reference	Country	Application No.	Grant No.	Expiry Date
Z70673-US-PCT	US	09/936,859	7118552	13 April 2022
Z70673-US-CNT	US	10/815,014	7220247	09 April 2022
Z70673-US-CNT[2]	US	11/740,598	7500964	26 February 2021
100436-US-DP	US	29/154,724	D483861	16 December 2017

SCHEDULE B

Canadian Patents

Reference			Grant No.	Expiry Date
Z70673-CA-PCT	CA	2398066	2398066	13 February 2021

RECORDED: 03/30/2017