

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4401484

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ACADEMISCH MEDISCH CENTRUM	12/22/2016
RECEIVING PARTY DATA		
Name:	ADURO BIOTECH HOLDINGS, EUROPE B.V.	
Street Address:	PIVOT PARK - RX1101, KLOOSTERSTRAAT 9	
City:	OSS	
State/Country:	NETHERLANDS	
Postal Code:	5349 AB	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14916962
CORRESPONDENCE DATA		
Fax Number:	(858)683-0390	
<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>		
Phone:	6192033186	
Email:	docketing@acuitylg.com	
Correspondent Name:	MICHAEL A. WHITTAKER	
Address Line 1:	12707 HIGH BLUFF DRIVE, STE. 200	
Address Line 2:	ACUITY LAW GROUP, P.C.	
Address Line 4:	SAN DIEGO, CALIFORNIA 92130	
ATTORNEY DOCKET NUMBER:	ABE-0002-US	
NAME OF SUBMITTER:	KRISTEN LEMME	
SIGNATURE:	/Kristen Lemme/	
DATE SIGNED:	05/05/2017	
Total Attachments: 5		
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CONFIRMATORY PATENT ASSIGNMENT AGREEMENT

WHEREAS, ACADEMISCH MEDISCH CENTRUM, a legal entity by virtue of article 1.13, paragraph 2 of the Dutch Higher Education and Academic Research Act (*“Wet op het hoger onderwijs en wetenschappelijk onderzoek 1992”*), duly organised and existing under the laws of The Netherlands, having its office address at Meibergdreef 9, 1105 AZ Amsterdam, registered with the trade register of the Chamber of Commerce under nr. 34362777 (hereinafter **“Assignor”**), assigned, prior to the date hereof, to ADURO BIOTECH HOLDINGS, EUROPE B.V., a Netherlands company with its principal offices at Kloosterstraat 9 RX1101, 5349 AB Oss, The Netherlands, registered with the trade register of the Chamber of Commerce under nr. 52620336 (hereinafter **“Assignee”**), all right, title, and interest in and to certain inventions or discoveries (or both) (hereinafter **“the Inventions”**) set forth in Dutch Patent Application 2011406 filed on September 6, 2013, including all applications (including the Applications defined below) corresponding thereto in all countries and every priority right predicated thereon (**“the Original Assignment”**);

to
WHEREAS certain applications corresponding ~~to~~ the inventions and discoveries set forth in Dutch Patent Application 2011406 have been filed in various countries, including an application filed under the Patent Cooperation Treaty on September 5, 2014 and assigned International Patent Application Serial No. PCT/NL2014/050612; and an application filed for a Letters Patent of the United States of America on September 5, 2014 and assigned United States Patent Application Serial No. 14/916,962 (collectively **“the Applications”**), each of which claims priority to Dutch Patent 2011406;



WHEREAS Assignor and Assignee (collectively "**the Parties**") wish to enter this confirmatory patent assignment agreement, which constitutes a settlement agreement (*vaststellingsovereenkomst*) within the meaning of section 7:900 of the Dutch Civil Code ("**the Agreement**") to: (i) provide further clarification to the Original Assignment and confirm Assignee's ownership of the rights, title and interests in and to the Inventions and Applications and (ii) to the extent necessary, fulfil any and all corresponding formalities (if any) to effectuate the Original Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby acknowledge, agree and confirm as follows:

1. The Parties hereby confirm that Assignee is the sole owner of any and all rights, title and interest in and to the Inventions and Applications throughout the world, including, without limitation, (a) the right to claim priority based on said Applications under any applicable statute, treaty, or convention; (b) the entire right, title and interest in and to any and all divisionals, continuations, substitutions, renewals, reissues and all other applications for any any U.S. or foreign Letters Patent, as well as applications claiming benefit or priority of the Applications, which have been or shall be filed in any and all other foreign countries on said Applications; (c) the entire right, title and interest in and to all original and reissued patents which have been or shall be issued in any countries on said Applications; and (d) the right to claim damages by reason of past infringement of any of the foregoing, with the right to sue for, and collect the same for its own use and for the use of its successors and assigns (collectively "**the IP Rights**").

2. Assignor, if and to the extent necessary, given the fact that Assignee owns IP Rights in and to the Inventions and Applications pursuant to the Original Assignment, hereby assigns and transfers to Assignee, with retrospective effect as from the date of the Original Assignment, all IP Rights in and to the Inventions and Applications, which assignment and transfer is hereby accepted by Assignee.

3. The Parties herewith confirm the IP-Rights are to be held in full by Assignee, its successors and assigns and acknowledge and agree that Assignee and any and all of its successors and assigns have applied and may apply for and receive Letters Patent for said Inventions and/or Applications in its own name.

4. Assignor, when so requested by Assignee, its successors, assigns and/or representatives, without any further consideration, (a) shall sign any document and perform any other acts that is deemed necessary by Assignee, its successors, assigns and/or representatives to file and prosecute any and all IP-Rights; and (b) shall generally do everything possible which Assignee, its successors, assigns and/or representatives shall consider necessary or desirable to secure and maintain proper protection of the IP-Rights in and to the Inventions and Applications in all countries throughout the world and for vesting title to said IP-Rights in Assignee, its successors, assigns and representatives.

5. If any provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable Law, then: (a) such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity or enforceability of the remainder of this Agreement shall not be affected; and (b) the Parties shall

use reasonable efforts to agree a replacement provision that is legal, valid and enforceable to achieve so far as possible the intended effect of the illegal, invalid or unenforceable provision.

6. This Agreement and any dispute, controversy or claim arising hereunder or in connection herewith, its subject matter or formation (including any dispute or claim relating to non-contractual obligations) shall be exclusively governed by and construed in accordance with the laws of the Netherlands.

7. Any issue or dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, whether any such disputes are contractual or non-contractual in nature, shall exclusively be submitted to the competent court in The Hague, the Netherlands.

8. This Agreement, upon execution by both Parties, becomes effective retrospectively as of the date the Original Assignment became effective.

IN WITNESS WHEREOF, the Parties have executed this Assignment this 22 day of
December, 2016.

On behalf of **ACADEMISCH MEDISCH CENTRUM**

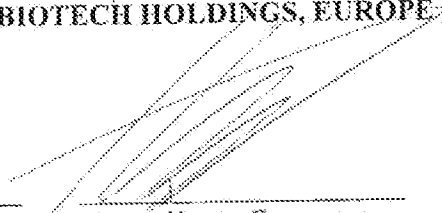


Name: Prof. Dr. J.A. Remijn
Title: Chairman Executive Board

On behalf of **ADURO BIOTECH HOLDINGS, EUROPE B.V.**

Name: B. Templeman

Title: managing director


Name: H. van Eenennaam

Title: managing director