

PATENT ASSIGNMENT COVER SHEET

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NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/09/2015
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Name	Execution Date
PATRICK SOON-SHIONG	01/26/2016
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Property Type	Number
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DATE SIGNED:	08/22/2017
Total Attachments: 2	
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ASSIGNMENT

This patent assignment is made effective as of January 9, 2015 by and between **Patrick Soon-Shiong**, an individual, and **NANT HOLDINGS IP, LLC**, a limited liability company.

WHEREAS, the undersigned, **Patrick Soon-Shiong**, (referred to hereinafter as "ASSIGNOR") has invented a certain invention entitled "**COMPOSITIONS AND METHODS FOR REDUCTION OF ALLOGRAFT REJECTION**", for which a provisional application in the United States of America was filed on **January 9, 2015**, having Application Serial Number **62/101,653**; and for which a utility application for Letters of Patent of the United States of America entitled "**COMPOSITIONS AND METHODS FOR REDUCTION OF ALLOGRAFT RECOGNITION AND REJECTION**" was filed on **January 11, 2016**, having Application Serial Number **14/992,861**; which together with related ideas, concepts, experimental data, trade secret, and other know-how is referred to hereinafter as the **INVENTION**;

WHEREAS, **NANT HOLDINGS IP, LLC**, a limited liability company, (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring the entire right, title and interest in, to and under said **INVENTION**, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, **ASSIGNOR** hereby sells, assigns, transfers and sets over unto the **ASSIGNEE**, its successors and assigns his entire title, right and interest in and to the **INVENTION**, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said **INVENTION** by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that **ASSIGNEE** will, upon its request, be provided promptly with all pertinent facts and documents relating to said **INVENTION**, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to **ASSIGNOR**, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to **ASSIGNEE** or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.


This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

ASSIGNOR acknowledges that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNOR further acknowledges that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR and any attorney or practitioner appointed by ASSIGNEE, in this or in any PCT or other family applications.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

EXECUTED at:

Culver City, this 26th day of January, 2016
City, State Month

By: 
Patrick Soon Shiong
