

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SHANGHAI BIRDIE BIOTECH, INC.	06/04/2015
RECEIVING PARTY DATA	
Name:	BIRDIE BIOPHARMACEUTICALS INC.
Street Address:	SERTUS CHAMBERS, P.O. BOX 2547,
Internal Address:	CASIA COURT, CAMANA BAY
City:	GRAND CAYMAN
State/Country:	CAYMAN ISLANDS
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14408268
CORRESPONDENCE DATA	
Fax Number:	(949)253-0902
<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:	949-253-0900
Email:	stephanie.new@klgates.com
Correspondent Name:	K&L GATES LLP
Address Line 1:	1 PARK PLAZA, 12TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	1402515.00003
NAME OF SUBMITTER:	STEPHANIE NEW
SIGNATURE:	/Stephanie New/
DATE SIGNED:	08/24/2017
Total Attachments: 5	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of June 4, 2015, is made by Shanghai Birdie Biotech, Inc. (“**Seller**”), a Chinese corporation, located at JB1-4-013, 1 Xiushui St., Chaoyang Dist., Beijing, 100600, China, in favor of Birdie Biopharmaceuticals Inc. (“**Buyer**”), a Cayman Islands corporation, located at [Sertus Chambers, P.O. Box 2547, Cassia Court, Camana Bay, Grand Cayman, Cayman Islands], the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of June 4, 2015 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patents**”);

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SHANGHAI BIRDIE BIOTECH,
INC.

By _____
Name: Ligong Wang
Title: Board Director
Address for Notices: 751 Yingxing Road,
Yangpu Dist. Shanghai, 200438



AGREED TO AND ACCEPTED:

BIRDIE
BIOPHARMACEUTICALS, INC.

By _____
Name: Lixin Li
Title: CEO
Address for Notices: P.O. Box 2547,
Cassia Court, Camana Bay,
Grand Cayman, Cayman Islands

A handwritten signature in black ink, appearing to be 'Lixin Li', written over a horizontal line.

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

1. PCT Patent Application No. PCT/CN2013/079441 (filed July 16, 2013), titled "Compounds for Targeted Immunotherapy", and all its national phase applications (except China).
2. Argentina Patent Application No. 20130102565 (filed July 18, 2013), titled "Compounds for Targeted Immunotherapy".
3. Republic of China (Taiwan) Patent Application No. 102125608 (filed July 17, 2013), titled "用于靶向免疫疗法的化合物".
4. PCT Patent Application PCT/CN2015/070379 (filed January 8, 2015), titled "Compounds and Compositions for Immunotherapy", and all its national phase applications (except China).
5. Argentina Patent Application No. 20150100957 (filed March 30, 2015), titled "Compounds and Compositions for Immunotherapy".
6. Republic of China (Taiwan) Patent Application No. 104100854 (filed January 9, 2015), titled "用于免疫疗法的化合物和组合物".
7. PCT Patent Application No. PCT/CN2015/070377 (filed January 8, 2015), titled "Compounds and Compositions for Treating HER2 Positive Tumors", and all its national phase applications (except China).
8. Argentina Patent Application No. 20150100958 (filed March 30, 2015), titled "Compounds and Compositions for Treating HER2 Positive Tumors".
9. Republic of China (Taiwan) Patent Application No. 104100853 (filed January 9, 2015), titled "靶向 HER2 阳性肿瘤的化合物和组合物".
10. PCT Patent Application No. PCT/CN2015/070380 (filed January 8, 2015), titled "Compounds and Compositions for Treating EGFR Expressing Tumors", and all its national phase applications (except China).
11. Argentina Patent Application No. 20150100959 (filed March 30, 2015), titled "Compounds and Compositions for Treating EGFR Expressing Tumors".
12. Republic of China (Taiwan) Patent Application No. 104100852 (filed January 9, 2015), titled "靶向表达 EGFR 的肿瘤的化合物和组合物".
13. Outside of China patent rights based on Chinese Patent Application No. 201410325480.9 (filed July 9, 2014), titled "用于治疗癌症的联合治疗组合物和联合治疗方法".

14. Outside of China patent rights based on Chinese Patent Application No. 201410440824.0 (filed September 19, 2014), titled “用于治疗肿瘤的抗-PD-L1 结合物”.