

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4569351

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID T. HO	08/22/2017
TOVE OLAFSEN	08/21/2017
CHRISTIAN P. BEHRENBRUCH	08/24/2017
GITI AGAHI	06/14/2011
RECEIVING PARTY DATA	
Name:	IMAGINAB, INC.
Street Address:	423 HINDRY AVENUE, UNIT D
City:	INGLEWOOD
State/Country:	CALIFORNIA
Postal Code:	90301
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14773710
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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) 760-0404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP
Address Line 1:	2040 MAIN STREET, 14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	IGNAB.014NP
NAME OF SUBMITTER:	ELI A. LOOTS
SIGNATURE:	/Eli A. Loots/
DATE SIGNED:	08/28/2017
Total Attachments: 11	
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COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: IGNAB.014NP

Page 1 of 6

Title: ANTIGEN BINDING CONSTRUCTS TO CD8

Inventors: David T. Ho, Tove Olafsen, Giti Agahi, and Christian P. Behrenbruch

Declaration

This Declaration is directed to the applications below:

U.S. Application No. 14/773710, filed on September 8, 2015 and International Application No. PCT/US2014/022782, filed on March 10, 2014, and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

Assignment from Inventors

WHEREAS, **above-identified inventors** (individual(s) hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental designs, or discoveries, and hereby assign or are under an obligation to assign to the below identified Assignee the above-titled application (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States (identified above) has been prepared for filing with the United States Patent and Trademark Office (hereinafter the "Application").

AND WHEREAS, **ImaginAb, Inc.**, with its principal place of business at 423 Hindry Avenue, Unit D, Inglewood, CA 90301 (hereinafter the "ASSIGNEE"), desires to acquire the entire right, title, and interest in and to the Application and the Work.

NOW, THEREFORE, for good and valuable consideration of which receipt is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Application and the Work, including all patent properties filed or issued upon the Application and the Work; where "Patent Properties" include, but are not limited to:

all provisional applications relating thereto (including but not limited to U.S. Provisional Application No(s). **61/780286**, filed **March 13, 2013** (respectively if plural applications));

all nonprovisional applications claiming priority to aforementioned provisional(s) and/or the present Application, including, all divisions, continuations, continuations-in-part, and reissues, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof; and

all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*

Docket No.: IGNAB.014NP

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Title: ANTIGEN BINDING CONSTRUCTS TO CD8

Inventors: David T. Ho, Tove Olafsen, Giti Agahi, and Christian P. Behrenbruch

ASSIGNOR hereby acknowledges the ASSIGNEE as the Applicant for all aforementioned patent properties, and authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other Patent Property relating to the Application and the Work or any improvements made thereto, sign/execute all lawful papers, authorize the filing of and execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries.

PATENT**REEL: 043425 FRAME: 0913**

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: IGNAB.014NP

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Title: ANTIGEN BINDING CONSTRUCTS TO CD8

Inventors: David T. Ho, Tove Olafsen, Giti Agahi, and Christian P. Behrenbruch

Legal Name of Inventor: David T. Ho

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 22nd day of August, 2017.

Signature: 

Signature before a Notary is desirable but not required.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

SS.

COUNTY OF _____

On _____, before me, _____, notary public, personally appeared David T. Ho who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: IGNAB.014NP

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Title: ANTIGEN BINDING CONSTRUCTS TO CD8

Inventors: David T. Ho, Tove Olafsen, Giti Agahi, and Christian P. Behrenbruch

Legal Name of Inventor: Tove Olafsen

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this Monday of AUGUST 21st 20 17.

Signature: Tove Olafsen

Signature before a Notary is desirable but not required.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF _____

} ss.

On _____, before me, _____, notary public, personally appeared Tove Olafsen who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

[SEAL]

PATENT

REEL: 043425 FRAME: 0915

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

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Title: ANTIGEN BINDING CONSTRUCTS TO CD8

Inventors: David T. Ho, Tove Olafsen, Giti Agahi, and Christian P. Behrenbruch

Legal Name of inventor: Giti Agahi

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____,
20____.

Signature: _____

Signature before a Notary is desirable but not required.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE
VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE
DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE
TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF _____ } ss.

On _____, before me, _____, notary public, personally
appeared Giti Agahi who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: IGNAB.014NP

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Title: ANTIGEN BINDING CONSTRUCTS TO CD8

Inventors: David T. Ho, Tove Olafsen, Giti Agahi, and Christian P. Behrenbruch

Legal Name of inventor: Christian P. Behrenbruch

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 24th day of August, 2017.

Signature: _____

Signature before a Notary is desirable but not required.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }

ss.

COUNTY OF _____

On _____, before me, _____, notary public, personally appeared Christian P. Behrenbruch who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

[SEAL]

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4. Assignment of Inventions.

(a) Except as provided below in paragraph 4(b) of this Agreement, I hereby assign to the Company all my right, title and interest in and to any and all Inventions whether or not patentable or registrable under copyright or similar statutes, that I make or conceive or reduce to practice or reduce to specific form or learn, either alone or jointly with others, in the course of my employment by the Company, whether developed in whole or in part using the Company's equipment, supplies, facilities, trade secret information or Proprietary Information; or relating at the time of conception or reduction to practice to the Company's business, or actual or demonstrably anticipated research or development of the Company; or resulting from any work performed by me for the Company (collectively, the "Employment Inventions"). I recognize that this Agreement does not require assignment of any invention which qualifies fully for protection under Section 2870 of the California Labor Code (hereinafter "Section 2870"), which provides as follows:

(i) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) result from any work performed by the employee for the employer.

(ii) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

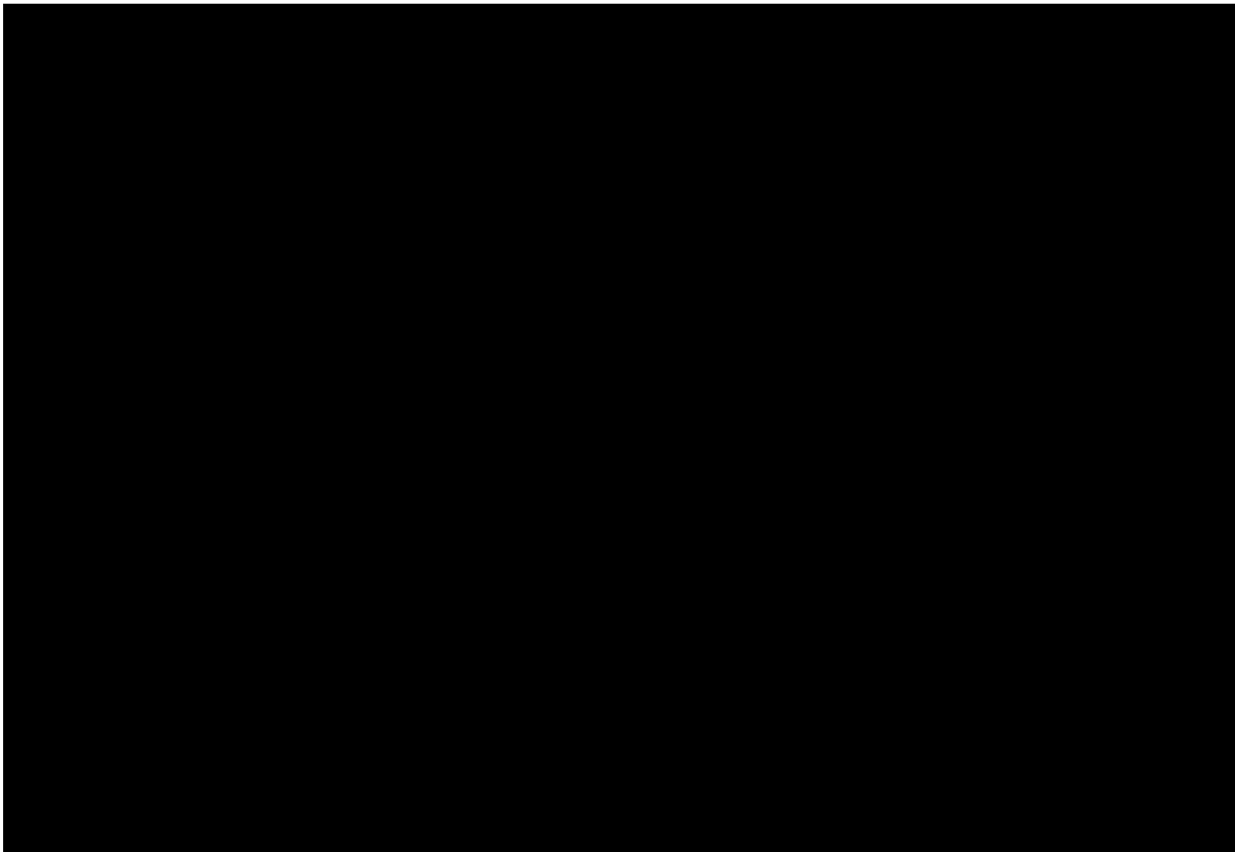
(b) I have set forth on Exhibit A attached hereto, a complete list of all restrictions, express or implied, which would prevent me from complying with all of the requirements of paragraph 4(a) of this Agreement in whole or in part. If full disclosure of such restrictions, express or implied, in Exhibit A would cause me to violate any prior confidentiality agreement, I understand that I am to describe such restrictions in Exhibit A at the most specific level possible without violating any such restrictions. Exhibit A is incorporated into this Agreement

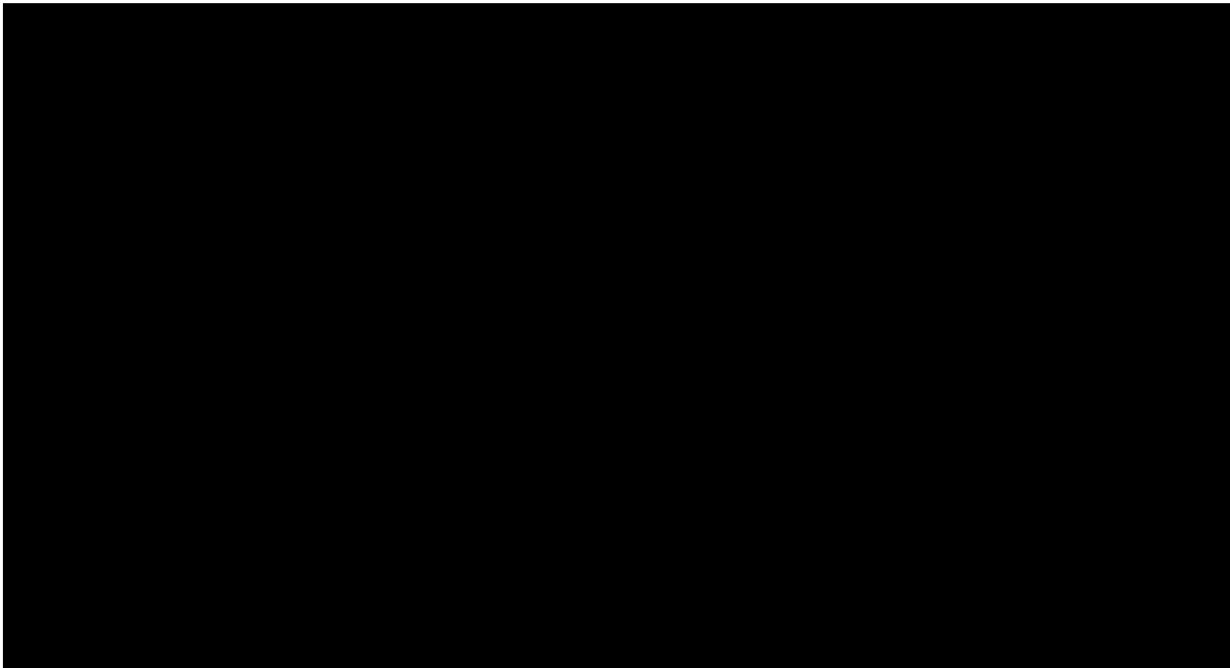
by reference as if fully set forth herein. I will promptly inform the Company in writing of any such restrictions that arise between the time I sign this Agreement and the time my employment with the Company commences.

(c) I also assign to or assign as directed by the Company all my right, title and interest in and to all Employment Inventions, full title to which is required to be in the United States by a contract between the Company and the United States or any of its agencies.

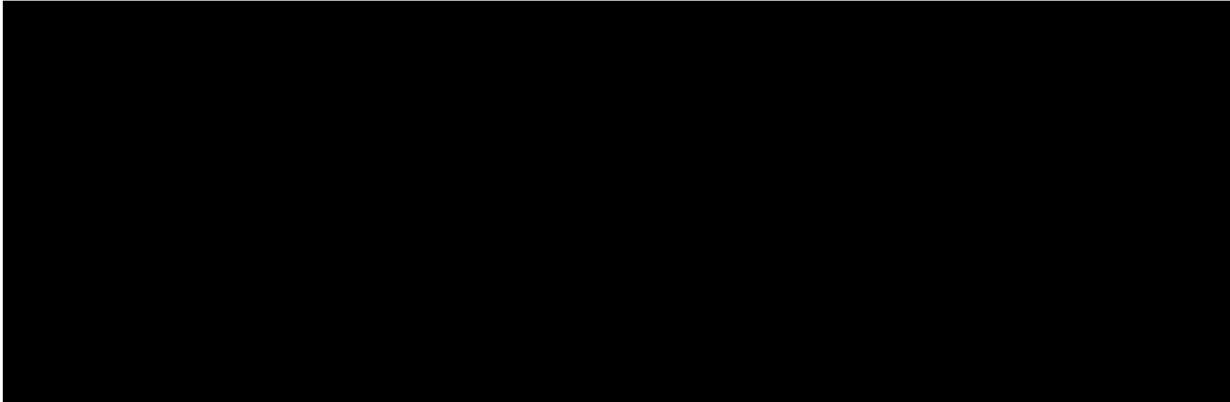
(d) I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101)

(e) Because of the difficulty of establishing when any idea, process, invention, etc., is first conceived or developed by me, or whether it results from access to Proprietary Information or the Company's equipment, facilities, and data, I agree that any idea, process, trademark, service mark, invention, technology, computer program, original work of authorship, design, formula, discovery, patent, copyright, or any improvement, rights, or claims related to the foregoing shall be presumed to be an Employment Invention, if it is conceived, developed, used, sold, exploited, or reduced to practice by me or with my aid within (1) year after my termination of employment with the Company. I can rebut this presumption, if I prove that it is not an Employment Invention as defined in Section 4(a).





7. **Prior Inventions.** The term “Prior Inventions” shall mean any and all trade secrets, know-how, ideas, confidential knowledge, improvements, discoveries, developments, processes, designs, techniques, formulas, formulations, source and object codes, data, programs, other works of authorship, which I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company. To preclude any possible uncertainty over what is a Prior Invention, I have set forth on Exhibit B attached hereto a complete list of all Prior Inventions that I consider to be in whole or part my property or the property of third parties, and that I wish to have excluded from the scope of this Agreement. If full disclosure of any such Prior Invention on Exhibit B would cause me to violate any prior confidentiality agreement, I understand that I am to describe such Prior Inventions in Exhibit B at the most specific level possible without violating any such prior confidentiality agreements. Exhibit B is incorporated into this Agreement as if fully set forth herein. I will promptly inform the Company in writing of any Prior Inventions that occur between the time I sign this Agreement and the time my employment with the Company commences.



[REDACTED]

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MIGHT HAVE MADE DURING MY PAST EMPLOYMENT, AND MAKE DURING MY EMPLOYMENT, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY'S PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY EMPLOYMENT.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT AND SIGNED EXHIBITS A, B, AND C TO THIS AGREEMENT AS APPROPRIATE.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth above.

COMPANY:
IMAGINAB, INC.
a Delaware corporation

EMPLOYEE:

By: 

Name: David Ho, Ph.D.
Title: Head of Pre-Clinical Development
Date: 14 Jun 2011


Name: Giti Agahi

Date: 14 Jun 2011

EXHIBIT B

ImaginAb, Inc.
423 Hindry Ave. Suite D
Inglewood, CA 90301

Attention: Board of Directors

Directors:

The following is a complete list of all Prior Inventions (as defined in the attached Agreement):

 x No Prior Inventions
 Prior Inventions:
 Number of additional sheets attached.

Date: 14 Jun 2011 _____

Very truly yours,

Giti Agahi
Print Name

Signature

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