

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4593577

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DNIB UNWIND, INC.	08/22/2017
RECEIVING PARTY DATA		
Name:	PFIZER INC.	
Street Address:	235 EAST 42ND STREET	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10017	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15126894
CORRESPONDENCE DATA		
Fax Number:	(732)594-4720	
<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:	732-594-7338	
Email:	us_efs@merck.com	
Correspondent Name:	MERCK SHARP & DOHME CORP.	
Address Line 1:	P.O. BOX 2000 - PATENT DEPT.	
Address Line 2:	RY86-2011A	
Address Line 4:	RAHWAY, NEW JERSEY 07065	
ATTORNEY DOCKET NUMBER:	23743	
NAME OF SUBMITTER:	KATHLEEN A. REYNOLDS	
SIGNATURE:	/Kathleen A. Reynolds/	
DATE SIGNED:	09/14/2017	
Total Attachments: 5		
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CONFIRMATORY PATENT ASSIGNMENT

THIS CONFIRMATORY PATENT ASSIGNMENT ("Assignment") is entered into by and between DNIB Unwind, Inc. (formerly Bind Therapeutics, Inc.) a corporation organized under the laws of the state of Delaware with its principal office at 325 Vassar Street, Cambridge, MA 02139 hereinafter referred to as ("Assignor") and Pfizer Inc. a corporation organized under the laws of the state of Delaware with its principal office at 235 East 42nd Street, New York, NY 10017 (hereinafter referred to as ("Assignee")).

WHEREAS:

Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of July 1, 2016 (the "Purchase Agreement"), pursuant to which Assignee had agreed to purchase certain assets of the Assignor, and Assignor had agreed to cause the same to be transferred, assigned and contributed to Assignee as of August 1, 2016 (the Effective Date), based on the terms of the Purchase Agreement transferring all rights as of the Closing Date (August 1, 2016).

Assignor owned joint right title and interest in and to and is the joint owner of the following patent applications (the "Patents"):

Country	Application Number	Application Date
European Patent Convention	15765824.6	03/12/2015
United States	61/954128	03/17/2014
United States	15/126894	03/12/2015

Pursuant to the Purchase Agreement, Assignor desires to confirm the assignment to Assignee of all of it's jointly held right, title and interest in and to the Patents and Assignee is desirous of acquiring same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees:

Assignor hereby confirms that it irrevocably sells, assigns, transfers and conveys to Assignee (a) of their entire jointly held right, title and interest in and to the Patents, including, without limitation, (i) any inventions and improvements disclosed and claimed therein, and any continuations, continuations-in-part (but only to the extent the claims thereof are entitled to the benefit of the parent priority date), divisions, reissues, reissuances, revisions, reexaminations, counterparts, extensions or available foreign equivalents thereof (to the extent that a deadline for filing has not passed without such filing having been made), (ii) all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, and (iii) all rights to apply for, prosecute and obtain patents in respect of any of the inventions to the extent fully supported by the Patents in any country of the world, including the right to claim priority from said Patents under the Paris Convention for the Protection of Industrial Property, and under any and all other such treaties and agreements to which the United States is a party and which afford similar priority-claiming privileges, in all countries of the world, all Letters Patents or extension certificates which may be granted thereon for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages, or payments due as of the Effective Date or thereafter, including, without

limitations, all claims for damages by reason of past, present or future infringement or misappropriation thereof or other conflict therewith or other unauthorized use of the Patents, with the right of Assignee to sue for damages or lost profits, and collect the same for Assignee's own use and enjoyment, and for the use of enjoyment of Assignee's successors, assigns, or other legal representatives.

Assignor hereby covenants and agrees that Assignor shall execute, or cause to have executed without further consideration any additional confirmatory assignment of the Patents, further applications and other documents that may be reasonably required in addition to the signing of this Assignment and reasonably requested by the Assignee, its successors, assigns or other legal representatives, in order to transfer the ownership of the Patents in the individual countries and to effectuate the purposes of this Assignment it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

FURTHERMORE:

This Assignment may be executed in counterparts, each of which, when executed, shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective August 1, 2016 (the Closing Date).

No variation of this Assignment shall be effective unless it is in writing and signed by the parties (or authorized representatives).

This Assignment and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the United States of America and the State of New York.

The parties irrevocably agree that the courts of the United States of America and the State of New York shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this assignment or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

DNIB UNWIND, INC. (formerly Bind Therapeutics Inc.)

Name: Geoffrey L. Berman
Geoffrey L. Berman

Title: Chief Restructuring Officer, DNIB Unwind, Inc.

Witness:

Geoffrey L. Berman 8/17/17
Name and date

Witness:

Crystal Rodgers 8/17/17
Name and date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Riverside)
 On Aug 17, 2017 before me, Stephanie Allen, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Gregory L. Berman
 Name(s) of Signer(s)

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.



Signature Stephanie Allen
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Confirmatory Patent Assignment
 Document Date: 8-17-17 Number of Pages: 4
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed
by their duly authorized representatives as of the Effective Date.

PFIZER INC.

Name: *[Signature]*

Title: Assistant General Counsel

In the presence of

Nancy M. George 8/22/2017
Nancy M. George, Notary Public

NANCY M. GEORGE
NOTARY PUBLIC - State of Connecticut
My Commission Expires
June 30, 2021

Witness: Janice M. Denison

Janice M. Denison
Name and date 8/22/2017

Witness: Kristine M. Birkbeck

Kristine M. Birkbeck
Name and date 8/22/17