

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4680460

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SEACHAID PHARMACEUTICALS, INC	05/30/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	K2 THERAPEUTICS, INC.
<b>Street Address:</b>	WALTHAM WOODS CORPORATE CENTER
<b>Internal Address:</b>	890 WINTER STREET, SUITE 140
<b>City:</b>	WALTHAM
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02451
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15371333
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)428-7045
<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>	
<b>Phone:</b>	(617) 428-0200
<b>Email:</b>	patentadministrator@clarkelbing.com
<b>Correspondent Name:</b>	CLARK & ELBING LLP
<b>Address Line 1:</b>	101 FEDERAL STREET
<b>Address Line 2:</b>	15TH FLOOR
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110
<b>ATTORNEY DOCKET NUMBER:</b>	50945-006004
<b>NAME OF SUBMITTER:</b>	MICHAEL J. BELLIVEAU, PH.D.
<b>SIGNATURE:</b>	/Michael J. Belliveau, Ph.D./
<b>DATE SIGNED:</b>	11/08/2017
<b>Total Attachments: 7</b>	
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## PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "*Assignment*"), is made and entered into as of May 30, 2014 by SEACHAID PHARMACEUTICALS, INC., a Delaware corporation (the "*Assignor*") in favor of K2 THERAPEUTICS, INC., a Delaware corporation (the "*Assignee*").

WHEREAS, the Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated of even date herewith (the "*Purchase Agreement*"), pursuant to which the Assignor has, among other things, agreed to assign, transfer, convey, and deliver to the Assignee all of the Assignor's right, title, and interest in and to the Assigned Patents (defined below).

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Conveyance.** The Assignor hereby assigns, transfers, conveys, and delivers to the Assignee all of the Assignor's right, title and interest in and throughout the United States of America, its territories and all foreign countries, in, to and under all of its issued patents and patent applications listed on **Schedule A** hereto, including all reissues, divisionals, continuations, continuations-in-part, revisions, reexaminations, extensions and counterparts (whether foreign or domestic) claiming priority to or based on any of the foregoing items, together with all patents issuing therefrom, all inventions and improvements claimed or described in any of the foregoing, all rights to collect royalties, products and proceeds in connection with any of the foregoing (collectively, the "*Assigned Patents*"), and all rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing and all rights to recover damages (including attorney's fees and expenses) or lost profits in connection therewith.

**2. Recordation.** The Assignor hereby requests the United States Patent and Trademark Office Commissioner for Patents and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) to record the Assignee as the assignee and owner of the Assigned Patents. The Assignor further authorizes the respective patent office or governmental agency in each other jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Assigned Patents in the name of the Assignee, as the assignee to the entire interest therein, it being understood that any expense in connection with the execution of such recordation shall be borne by the Assignee.

### **3. Information and Assistance.**

3.1 Upon the Assignee's reasonable request and without further compensation, the Assignor shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

3.2 If the Assignor fails to timely comply with Section 3.1 (regardless of fault) and the Assignee is therefore unable to secure the Assignor's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Assigned Patents

as provided under this Assignment, the Assignor hereby irrevocably designates and appoints the Assignee and the Assignee's duly authorized officers and agents as the Assignor's agents and attorneys-in-fact to act for and on the Assignor's behalf solely for the purpose of taking all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under such Assigned Patents, all with the same legal force and effect as if executed by the Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

**4. Successors and Assigns.** This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

**5. Counterparts.** This Assignment may be executed and delivered (including by facsimile or electronic transmission) in two or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

**6. Section Headings.** The section headings contained in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

**7. Purchase Agreement Controls.** This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Assignor and the Assignee with respect to the Assigned Patents. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, limit or affect the rights of any person under the Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

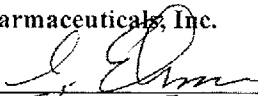
**8. Governing Law.** THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE OTHER THAN CONFLICT OF LAWS PRINCIPLES THEREOF DIRECTING THE APPLICATION OF ANY LAW OTHER THAN THAT OF DELAWARE. COURTS WITHIN THE STATE OF DELAWARE WILL HAVE JURISDICTION OVER ALL DISPUTES BETWEEN THE PARTIES HERETO ARISING OUT OF OR RELATING TO THIS ASSIGNMENT AND THE AGREEMENTS, INSTRUMENTS AND DOCUMENTS CONTEMPLATED HEREBY. THE PARTIES HEREBY CONSENT TO AND AGREE TO SUBMIT TO THE JURISDICTION OF SUCH COURTS. EACH OF THE PARTIES HERETO WAIVES, AND AGREES NOT TO ASSERT IN ANY SUCH DISPUTE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (I) SUCH PARTY IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, (II) SUCH PARTY AND SUCH PARTY'S PROPERTY IS IMMUNE FROM ANY LEGAL PROCESS ISSUED BY SUCH COURTS OR (III) ANY LITIGATION COMMENCED IN SUCH COURTS IS BROUGHT IN AN INCONVENIENT FORUM.

*[Signatures appear on next page]*

IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment to be executed, effective as of the date first written above.

ASSIGNOR:

**Seachaid Pharmaceuticals, Inc.**

By:   
Name: Steve Elms  
Title: CEO

Acknowledged and Accepted:

ASSIGNEE:

**K2 Therapeutics, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

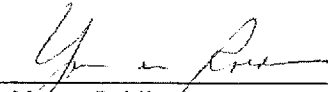
[Signature Page to Patent Assignment]



NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA )  
STATE OF New York : ss.:  
CITY/COUNTY OF New York )

I, Yolanda Roldan, the undersigned Notary Public do hereby certify that Steve Elms, as Chief Executive Officer of Seachaid Pharmaceuticals, Inc., a Delaware corporation, who signed the foregoing Assignment document, was authorized on the 29th day of August to execute the foregoing Assignment document on behalf of Seachaid Pharmaceuticals, Inc., and to me acknowledged that he did sign the said document.

  
\_\_\_\_\_  
Notary Public

**YOLANDA ROLDAN**  
Notary Public, State of New York  
No. 03-4980654  
Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires April 22, 2011

[Signature Page to Patent Assignment]



IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment to be executed, effective as of the date first written above.

ASSIGNOR:

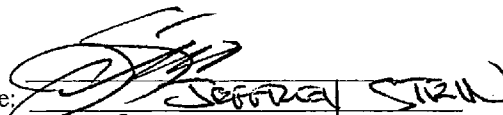
**Seachaid Pharmaceuticals, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Accepted:

ASSIGNEE:

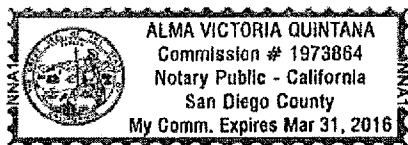
**K2 Therapeutics, Inc.**

By:   
Name: Jeffrey Strain  
Title: CEO

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA            )  
STATE OF California                : ss.:  
CITY/COUNTY OF San Diego        )

I, Alma Victoria Quintana, the undersigned Notary Public do hereby certify that Jeffrey Stein, as Chief Executive Officer of K2 Therapeutics, Inc., a Delaware corporation, who signed the foregoing Assignment document, was authorized on May 28, 2014, to execute the foregoing Assignment document on behalf of K2 Therapeutics, Inc., and to me acknowledged that he did sign the said document.



A. Victoria Quintana  
Notary Public



**SCHEDULE A TO PATENT ASSIGNMENT**

**Patents**

<b>Patent No.</b>	<b>Issue Date</b>	<b>Title of Invention</b>
U.S. 8,722,619 U.S.S.N. 13/886,972	May 13, 2014	Antifungal Agents and Uses Thereof

**Patent Applications**

<b>Country</b>	<b>Patent Application No.</b>	<b>Date Filed</b>	<b>Title of Invention</b>
WO	PCT/US12/27451	Mar. 2, 2012 (deadline for late entry into Canada is Sep. 3, 2014)	Antifungal Agents and Uses Thereof
US	U.S.S.N. 14/242,192	Apr. 1, 2014	Antifungal Agents and Uses Thereof
China	CN201280021321.9	Mar. 2, 2012 (Nov. 1, 2013 Nat'l Phase Entry)	Antifungal Agents and Uses Thereof
Europe	EP12751994.0	Mar. 2, 2012	Antifungal Agents and Uses Thereof
Japan	JP2013-556894	Mar. 2, 2012 (Sept. 2, 2013 Nat'l Phase Entry)	Antifungal Agents and Uses Thereof
India	7055/CHEN/2013	Mar. 2, 2012 (Sept. 2, 2013 Nat'l Phase entry)	Antifungal Agents and Uses Thereof
US	PCT/US2013/31678	May 14, 2013	Dosing Regimens for Echinocandin Class Compounds

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