504641970 11/14/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT4688690

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
RICHARD MORGAN	11/08/2017
KEVIN FRIEDMAN	11/03/2017
BYOUNG RYU	11/09/2017

RECEIVING PARTY DATA

Name:	BLUEBIRD BIO, INC.	
Street Address:	60 BINNEY STREET	
City:	CAMBRIDGE	
State/Country:	MASSACHUSETTS	
Postal Code:	02142	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15306724

CORRESPONDENCE DATA

Fax Number: (202)842-7899

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.

Phone: 2064528700

Email: sclingerman@cooley.com, zPatDCDocketing@Cooley.com

Correspondent Name: COOLEY LLP

Address Line 1: 1299 PENNSYLVANIA AVE, NW, SUITE 700

Address Line 2: ATTN: PATENT DEPT/MARY ANNE MASHRUWALA

WASHINGTON, D.C. 20004 Address Line 4:

ATTORNEY DOCKET NUMBER:	BLBD-027/01US 315698-2470	
NAME OF SUBMITTER:	MARY ANNE MASHRUWALA	
SIGNATURE:	/Mary Anne Mashruwala/	
DATE SIGNED:	D: 11/14/2017	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 6

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COMBINED DECLARATION AND ASSIGNMENT

As below named inventors, **Richard MORGAN**, **Kevin FRIEDMAN** and **Byoung RYU**, (each referred to as "Assignor") having made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled <u>MND PROMOTER CHIMERIC ANTIGEN RECEPTORS</u>, and which is a:

(1)	provisional application		
	(a) to be filed herewith; or		
	(b) bearing Application No. , and filed on ;		
(2)	⊠ non-provisional application		
	(a) to be filed herewith; or		
	(b) bearing Application No. 15/306,724, and filed on		
	October 25, 2016; or		
(3)	□ PCT application □ PCT applica		
	(a) bearing Application No. PCT/US2015/027539, and		
	filed on April 24, 2015.		

WHEREAS, bluebird bio, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 60 Binney St., Cambridge, MA 02142, its successors, legal representatives and assigns, (the "Assignee") is desirous of acquiring the entire right, title, and interest in and to said Invention; the application for patent identified above; the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1), (2) and/or (3);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1), (2) and/or (3) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns. I hereby 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 of a claimed invention in the application. I have reviewed and understand the contents of the above-identified application, including the claims.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56.

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

Date: 1 | 8 | 17 | By: Taid Name:

Name: Richard MORGAN

Mailing Address: PO Box 1254

Center Harbor, NH 03226-1254

State of Massachusetts
County of Suffalk) ss.
On November 8 2017, before me, JUNE ZIACK, Notary Public, personally appeared Richard Horgan,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(st) 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. REQUIRED SENTENCE IF
NOTARIZED IN CALIFORNIA: I certify under PENALTY OF PERIURY under the
laws of the State of California that the foregoing paragraph is true and correct
WITNESS my hand and official seal. WITNESS my hand and official seal. JUNE ZINCK Notary Public Commission Expires August 9, 2024
June Zmck
Signature of Notary Public Place Notary Seal Above
My Commission Expires: <u>AUAUS+ 9, 20</u> 24

Name: Kevin FRIEDMAN

Mailing Address: <u>4 Clover Circle</u> <u>Melrose</u>, MA 02176

I hereby 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 of a claimed invention in the application. I have reviewed and understand the contents of the above-identified application, including the claims.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56.

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

By:

State of Massa Chuse 45)
County of Suffalk) ss.
on November 3, 2017, before me, July Zinch
Notary Public, personally appeared Kevin Friedman
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.
WITNESS my hand and official seal. JUNE ZINCK Notary Public COMMONWEALTH OF MASSACHUSETTS
My Commission Expres August 9, 2004
Signature of Notary Public Place Notary Seal Above
My Commission Expires: AUGUST 9, 2024

fore me. Margaret L. Hall

I hereby 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 of a claimed invention in the application. I have reviewed and understand the contents of the aboveidentified application, including the claims.

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

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

Notary Public, personally appeared satisfactory evidence, to be the person(s) whose who proved to me on the basis of 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.

WITNESS my hand and official seal.

Signature of Notary Public

My Commission Expires: 4-7-19

151059046 vi

Onbefore me.

Attorney Docket No.: BLBD-027/01US 315698-2470

For and on behalf of ASSIGNEE: By: Title: Chief Legal Officer Company: bluebird bio, Inc. State of Massa-Chusetts) County of SUFFOLK On November 14,2017, before, me, June Zinck Notary Public, personally appeared 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. JUNE ZINCK **Notary Public** WITNESS my hand and official seal. COMMONWEALTH OF MASSACHUSETTS My Commission Expires August 9, 2024 Signature of Notary Public Place Notary Seal Above

My Commission Expires: AUGUST 9, 2024

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RECORDED: 11/14/2017