

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4740740

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
IMMUNOVA LLC	11/27/2017
MODULATE THERAPEUTICS INC.	11/27/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	YALE UNIVERSITY
<b>Street Address:</b>	TWO WHITNEY AVENUE
<b>City:</b>	NEW HAVEN
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06510
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>PCT Number:</b>	US1463545
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)268-3871
<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>	215-268-3888
<b>Email:</b>	dockets@riversidelaw.com
<b>Correspondent Name:</b>	REBEKAH L. SIGLER/RIVERSIDE LAW LLP
<b>Address Line 1:</b>	GLENHARDIE TWO CORPORATE CENTER
<b>Address Line 2:</b>	1285 DRUMMERS LANE, SUITE 202
<b>Address Line 4:</b>	WAYNE, PENNSYLVANIA 19087
<b>ATTORNEY DOCKET NUMBER:</b>	47162-5233-00-WO
<b>NAME OF SUBMITTER:</b>	REBEKAH L. SIGLER
<b>SIGNATURE:</b>	/rls/
<b>DATE SIGNED:</b>	12/19/2017
<b>Total Attachments: 7</b>	
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## ASSIGNMENT AGREEMENT

### PARTIES

This Agreement is made by and between :

1. Immunova LLC, a limited liability corporation organised and existing under the laws of the State of Delaware and with principal offices located at 28 Skyview Lane, New Canaan, CT 06840, USA ("IMMUNOVA");
2. Modulate Therapeutics Inc, a corporation incorporated under the laws of Canada, with principal offices located at 1255 Robert-Bourassa, Suite 1610, Montreal, Quebec H3B 3X3, Canada ("MODULATE");
3. Yale University, a corporation organised and existing under and by virtue of a charter granted by the general assembly of the Colony and State of Connecticut and located in New Haven, Connecticut ("YALE"); and
4. Dr Brian Horsburgh of 28 Skyview Lane, New Canaan, CT 06840, USA ("HORSBURGH").

### BACKGROUND

HORSBURGH is a co-inventor with Dr. Tarek Fahmy ("FAHMY") of certain inventions (the "INVENTIONS") disclosed in PCT patent application no. PCT/US2014/063545 entitled MODULAR PARTICLES FOR IMMUNOTHERAPY and filed on 31st October 2014 and in the national or regional phase patent applications filed thereon, as listed in Schedule A hereto (collectively "the PATENT APPLICATIONS");

FAHMY has previously assigned to YALE all his right, title and interest in, to and under the INVENTIONS and PATENT APPLICATIONS;

HORSBURGH has previously assigned and transferred to IMMUNOVA all his right, title and interest in, to and under the INVENTIONS and the PATENT APPLICATIONS;

IMMUNOVA and MODULATE have executed an Assignment and License Agreement dated December 24, 2015 (the "IMMUNOVA/MODULATE AGREEMENT") which provides for the assignment from IMMUNOVA to MODULATE of certain rights in, to and under the INVENTIONS and the PATENT APPLICATIONS;

IMMUNOVA and MODULATE each hold exclusive licenses under the PATENT APPLICATIONS from YALE (the "YALE LICENSES");

Each of IMMUNOVA and MODULATE now wishes to assign all right, title and interest in, to and under the INVENTIONS and the PATENT APPLICATIONS to YALE; and

YALE wishes to perfect its ownership of and title to the PATENT APPLICATIONS and has agreed to take whatever steps may be necessary to confirm or ensure that the INVENTIONS are covered by the YALE LICENSES at no additional cost to IMMUNOVA or MODULATE.

This Agreement may be executed in any number of counterparts and by electronic means, and any party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

EFFECTIVE PROVISIONS

In consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged :

HORSBURGH hereby confirms that he has assigned all right, title, and interest in, to and under the INVENTIONS and the PATENT APPLICATIONS to IMMUNOVA;

IMMUNOVA hereby confirms the assignment to MODULATE of certain rights in, to and under the INVENTIONS and PATENT APPLICATIONS, as specified in and effected by the IMMUNOVA/MODULATE AGREEMENT;

IMMUNOVA and MODULATE hereby assign, and transfer to YALE all right, title and interest in, to and under the INVENTIONS and the PATENT APPLICATIONS, and in any divisions, continuations, continuations-in-part, extensions, renewals and reissues thereof, and in any patents, reissue patents, re-examination certificates, utility models, or supplementary protection certificates granted thereon; and all rights of priority in any country based on the filing of any one of the PATENT APPLICATIONS which are created by any law, treaty or international convention, for the full term or terms for which the same may be granted, including all rights to recover damages for any and all past infringements;

IMMUNOVA, MODULATE and HORSBURGH agree to execute all papers necessary in connection with the PATENT APPLICATIONS and to execute separate assignments in connection with the PATENT APPLICATIONS as YALE may deem necessary;

IMMUNOVA, MODULATE and HORSBURGH agree to execute all papers necessary in connection with any interference, litigation, or other legal proceeding which may be declared concerning any one of the PATENT APPLICATIONS or any divisions, continuations, continuations-in-part, extensions, renewals and reissues thereof or any patents, reissue patents, re-examination certificates, utility models, or supplementary protection certificates granted thereon; and

YALE agrees to execute any amendments to the YALE LICENSES which may be deemed necessary to confirm and clarify that the INVENTIONS are covered by the YALE LICENSES, at no additional cost to IMMUNOVA or MODULATE.

This Agreement is made under the laws of the State of Connecticut. Any matter arising out of or related to this Agreement shall be governed by and in accordance with the substantive laws of the State of Connecticut, without regard to its conflicts of laws principles, except where the federal laws of the United States are applicable and have precedence. Any dispute arising out of or related to this Agreement shall be brought in a court of competent jurisdiction in the State of Connecticut.

IN WITNESS to this Agreement, the parties have caused this Agreement to be executed in duplicate originals by their duly authorised representatives and before independent witnesses, on the dates below mentioned.

**IMMUNOVA LLC**

By **BERNARD FRIEDMAN**

Name: *Bernard Friedman*

Job title and position of signatory: **MANAGING MEMBER, IMMUNOVA LLC**

Date of signature: *November 27, 2017*

Witnessed by: *ABR*

Name: *Allison Brunlin*

**MODULATE THERAPEUTICS INC**

By

Name :

Job title and position of signatory :

Date of signature :

Witnessed by :

Name :

IMMUNOVA LLC

By

Name :

Job title and position of signatory :

Date of signature :

Witnessed by :

Name :

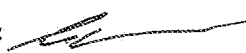
MODULATE THERAPEUTICS INC

By

Name: *Brian Norstrom*  
BRIAN NORSTROM

Job title and position of signatory : CEO,

Date of signature : 11/27/17

Witnessed by : 

Name : Michael LaBelle

**BRIAN HORSBURGH**

*Brian Horsburgh*

Date of signature :

*11/27/17*

Witnessed by :

*[Signature]*

Name : *Michelle B. B. B.*

**YALE UNIVERSITY**

By

Name :

Job title and position of signatory :

Date of signature :

Witnessed by :

Name :

**BRIAN HORSBURGH**

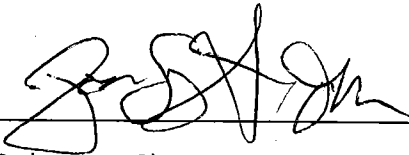
Date of signature :

Witnessed by :

Name :

**YALE UNIVERSITY**

By



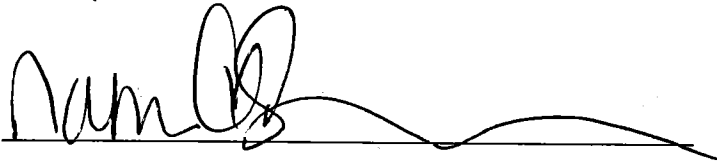
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Name : Jon Soderstrom, Ph.D.

Job title and position of signatory : Managing Director, Yale Office of Cooperative Research

Date of signature : 11/28/2017

Witnessed by :



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Name : Natasha Samuels



**SCHEDULE A**

Rights in, to and under the following Patent Applications, and any and all divisions, continuations, continuations-in-part and reissues thereof, are assigned to Yale University by way of this Agreement:

<b>Country/jurisdiction</b>	<b>Application number</b>
PCT	PCT/US2014/063545
EPC	14805404.2
CANADA	2929277
AUSTRALIA	2014342004
BRAZIL	11 2016 009643.6
CHINA	2014 80070407.X
INDIA	2016/17014102
JAPAN	2016-527304
KOREA (SOUTH)	20167014652
RUSSIA	2016121422
UNITED STATES	15/034106
SOUTH AFRICA	2016/02826
HONG KONG	17101307.7