

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HWAI WEN CHANG	01/20/2017
GERHARD JOHANN FREY	01/20/2017
RECEIVING PARTY DATA	
Name:	BIOATLA, LLC
Street Address:	11011 TORREYANA ROAD
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	14657260
Application Number:	15469096
PCT Number:	US1520474
CORRESPONDENCE DATA	
Fax Number:	(617)395-7070
<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:	(617) 395-7000
Email:	DLPatents@LALaw.com
Correspondent Name:	LANDO & ANASTASI, LLP
Address Line 1:	RIVERFRONT OFFICE PARK
Address Line 2:	ONE MAIN STREET, SUITE 1100
Address Line 4:	CAMBRIDGE, MASSACHUSETTS 02142
ATTORNEY DOCKET NUMBER:	C2160-7001/10/WO/40FT
NAME OF SUBMITTER:	DAVID LU
SIGNATURE:	/David Lu/
DATE SIGNED:	01/19/2018
Total Attachments: 5	
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ASSIGNMENT

This Assignment Agreement is entered into by and between Gerhard Johann Frey of San Diego, California and Hwai Wen Chang of San Marcos, California (hereinafter "Inventors"), and **BioAtla, LLC**, whose address is 11011 Torreyana Road, San Diego, CA 92121, a company organized under the laws of Delaware.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, We the Inventors do hereby confirm and agree that, by operation of law and/or contract, and/or by the fulfillment of any and all legal requirements regarding the transfer of employee inventions in our country of employment, **BioAtla, LLC** is the true and lawful owner of all right, title and interest in all inventions, discoveries, patents/utility models, applications, and rights described in paragraphs (1) through (8) below.

If, however, under the laws of any country, We the Inventors nevertheless have any ownership right, title or interest in any of the items described herein (which We do not believe to be the case and make no claim in or to), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, We the Inventors do hereby sell, assign and transfer to **BioAtla, LLC** and its successors, assigns and legal representatives (hereinafter referred to collectively as the "ASSIGNEE"), all of our right, title and interest for all countries of the world in and to

(1) all of our inventions and discoveries described in the provisional patent application entitled

ANTIBODY MOLECULES TO LAG-3 AND USES THEREOF

for which we have filed a PCT International Application on March 13, 2015 and accorded International Patent Application Number PCT/US2015/020474

and/or filed in the United States Patent and Trademark Office on March 13, 2015 and accorded Application Number 14/657,260;

(2) the application identified in paragraph (1), and all applications claiming priority from said application, directly or indirectly, including all national stages of any international patent applications;

(3) the right to file patent, utility model, or other applications on any invention or discovery disclosed in any of the applications identified in paragraphs (1) and (2), including the right to file such applications on said inventions and discoveries in the names of ASSIGNEE or their designees or in our name, at ASSIGNEE's election and in accordance with applicable law in all countries and regions; and the right to file all patent, utility model, or other applications in all countries and regions claiming the priority of any of the provisional or non-provisional applications identified in paragraphs (1) or (2);

(4) all rights to claim priority from any of the applications referred to in paragraphs (1), (2), and (3) or from any application from which any of the applications referred to in paragraphs (1), (2) and (3) claim priority in all countries and regions under the Paris Convention for the Protection of Industrial Property, the WTO GATT TRIPS Agreement, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the United States patent application is a provisional patent application, under 35 USC 119(e);

(5) all continuations, continuations-in-part, and divisionals of any United States patent applications or international patent applications designating the United States, any national stages of any international applications, and any other patent applications described in paragraphs (1) through (4) hereof, including further continuations, continuations-in-part, and divisionals such as, but not limited to, continuations of continuations and continuations of divisionals;

(6) all patents, utility models, or other grants that issue from any of the applications referred to herein and all rights and remedies associated therewith including the right to sue for and recover past damages and to recover under 35 U.S.C. § 154 (d) or any other law permitting remedies for infringement prior to issuance of the patent;

(7) all registrations and confirmations of, and importation certificates based upon, one or more of said patents, utility models, or other grants, and applications for such registrations, confirmations and importation certificates and;

(8) all reissues, renewals and extensions of said patents, utility models, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said ASSIGNEE to the full ends of the terms for which said patents, utility models, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by us if this sale, assignment and transfer had not been made.

We the Inventors hereby covenant and agree that We will, at any time, (i) upon the request, but at the expense, of ASSIGNEE, execute and deliver all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, applications, patents, utility models, registrations, confirmations, importation certificates, reissues, renewals, extensions, reexamination certificates, supplementary protection certificates, and applications within the scope of (7) and (8), in ASSIGNEE, including the execution and procurement of all further documents evidencing this sale, assignment and transfer as may be necessary or desirable for recording the same in the patent office or other intellectual property office, agency or the like of any country or region, (ii) upon the request, but at the expense, of ASSIGNEE execute all additional applications within the scope of paragraphs (1) through (6) and all applications within the scope of (7) or (8), and (iii) make all rightful oaths and

declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of ASSIGNEE .

Should any provision of this Assignment be deemed invalid or unenforceable by reason of any law, statute, regulation or judgment, existing now or in the future in any jurisdiction, such provision shall be modified in such jurisdiction so as to nearly approximate the intent of the Parties. If this cannot be done, such invalid or unenforceable provision shall be divisible and be deleted in any such jurisdiction, and all other provisions shall remain in full force and effect. The modification or deletion of any provision in one jurisdiction shall have no effect on this Assignment in any other jurisdiction.

This Assignment shall be governed by the laws of the state of Delaware.

This Assignment is effective as from the earliest priority date as stated above.

Executed this 20 day of January, 2017.

BY Gerhard Johann Frey L.S.
Gerhard Johann Frey

Witnessed by:

Monica Sullivan
Name: Monica Sullivan
Address: 4594 58th St
San Diego, CA
92115

M^{rs} del Carmen Allen
Name: MARIA DEL CARMEN ALLEN
Address: 2511 GREYLING DR.
SAN DIEGO CA 92123

Executed this 20th day of January, 2017.

BY Hwai Wen Chang L.S.

Witnessed by:

Monica Sullivan
Name: Monica Sullivan
Address: 4594 58th St
San Diego, CA
92115

Maria Del Carmen Allen
Name: MARIA DEL CARMEN ALLEN
Address: 2511 GREYLING DR
SAN DIEGO, CA 92123

BioAtla, LLC

Executed this 20 day of Jan, 2017.

BY Carolyn Anderson Short L.S.
Name: Carolyn Anderson Short
Title: Authorized Signatory

Witnessed by:

Monica Sullivan
Name: Monica Sullivan
Address: 4594 58th St
San Diego, CA
92115

M^{rs} del Carmen Allen
Name: MARIA DEL CARMEN ALLEN
Address: 2511 GREYLINE DR
SAN DIEGO CA 92123

Attention Services: This document requires witnessing by two people after each signature – they can be anyone including non-patent related individuals excluding inventors listed in this document and authorized signatories who signed on behalf of the entity in this document.

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