

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BIOATLA, LLC	12/01/2017
RECEIVING PARTY DATA	
Name:	COSTIM PHARMACEUTICALS INC.
Street Address:	250 MASSACHUSETTS AVENUE
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02139
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	14657260
Application Number:	15469096
PCT Number:	US1520474
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ATTORNEY DOCKET NUMBER:	C2160-7001/10/WO/40FT
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DATE SIGNED:	01/19/2018
Total Attachments: 4	
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ASSIGNMENT

This Assignment Agreement is entered into by and between **BioAtla, LLC** of 11011 Torreyana Road, San Diego, CA 92121, a company organized under the laws of Delaware, and **CoStim Pharmaceuticals Inc.** of 250 Massachusetts Avenue, Cambridge, MA 02139, a company organized under the laws of Delaware.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, **BioAtla, LLC** does hereby sell, assign and transfer to **CoStim Pharmaceuticals Inc.** and its successors, assigns and legal representatives (hereinafter referred to collectively as the "ASSIGNEE"), all of its right, title and interest for all countries of the world in and to all inventions, discoveries, patents/utility models, applications, and rights described in paragraphs (1) through (8) below.

(1) all inventions and discoveries described in the provisional patent applications 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 applications identified in paragraph (1), and all applications claiming priority from such applications, 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 on behalf or in our/mythe name(s) of the inventor(s) of said inventions and discoveries, 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 application(s) 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 **BioAtla, LLC** if this sale, assignment and transfer had not been made.

BioAtla, LLC hereby covenants and agrees that it 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 Delaware.

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

BioAtla, LLC

Executed this 1st day of December, 2017.

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


Witnessed by:

Monica Sullivan
Name: Monica Sullivan
Address: 4594 59th St
San Diego, CA
92115


Maria German Allen
Name: MARIA DEZ CARMEN ALLEN
Address: 2571 GREYLING DR.
SAN DIEGO, CA 92123


CoStim Pharmaceuticals Inc.

Executed this 7 day of December, 2017.

BY  L.S.
Name: Scott Brown, Secretary
Title: Authorized Signatory

Witnessed by:


Name: Simon Keller
Address: 14 West Lechworths Ave,
Cambridge MA 02139


Name: Hayden Grant
Address: 181 Massachusetts Ave
Cambridge MA 02139

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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