

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4792312

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TRANSLATE BIO MA, INC.	01/23/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TRANSLATE BIO, INC.
<b>Street Address:</b>	200 SIDNEY STREET
<b>City:</b>	CAMBRIDGE
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02139
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15809605
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)526-9899
<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) 526-9706
<b>Email:</b>	shynes@proskauer.com
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP
<b>Address Line 1:</b>	ONE INTERNATIONAL PLACE
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110
<b>ATTORNEY DOCKET NUMBER:</b>	MRT-1247US
<b>NAME OF SUBMITTER:</b>	SANJUKTA GHOSH
<b>SIGNATURE:</b>	/Sanjukta Ghosh/
<b>DATE SIGNED:</b>	01/24/2018
<b>Total Attachments: 2</b>	
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source=MRT-1247US Executed Assignment TBio MA to TBio Inc. 2018-01-23#page2.tif	

## PATENT ASSIGNMENT AGREEMENT

**THIS PATENT ASSIGNMENT AGREEMENT** (this “Assignment”) is being entered into by and between Translate Bio MA, Inc., a Delaware corporation (“Assignor”), and Translate Bio, Inc., a Delaware corporation (“Assignee”).

WHEREAS, Assignor is the owner of the patent rights in U.S. Application No. 15/809,605 and International Patent Application No. PCT/US17/61100, each filed on November 10, 2017, by virtue of assignment from inventors (attached as Exhibit A) and in accordance with the employment agreements between the inventors and Assignor; and

**NOW THEREFORE**, for good and valuable consideration of \$1 US dollar and in consideration of the mutual covenants, agreements, representations and warranties contained herein, Assignor hereby sells, assigns, transfers, and sets over to Assignee or its heirs, successors, assigns, or other legal representatives the full and entire right, title, and interest in and to the Patents and the inventions therein, including the right of Assignee or its heirs, successors, assigns, or other legal representatives to: (a) file any nonprovisional patent applications and to otherwise seek any patent in the United States and any foreign jurisdiction claiming priority to the provisional patent application; (b) file any and all divisional, continuation, and continuation-in-part applications claiming priority to the nonprovisional patent application; and (c) seek reissues, reexaminations, adjustments, or extensions of any patent claiming priority to the provisional application which the Assignee may hold and enjoy as fully and entirely as Assignor would have had this assignment and sale not been made and Assignor acknowledges that Assignee has all rights under all applicable intellectual property treaties and conventions and the full benefits thereof and all rights, privileges and advantages appertaining thereto, **TO HOLD** the same unto and to the use of Assignee, its successors and assigns to the full end of the terms for which the said Patents were or will be granted and during any such terms, and for any and all rights extending from, including any divisions, continuations, continuations-in-part, reissues, reexaminations adjustments and extensions;

**AND**, for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the recordation of this assignment of the Patents and the inventions therein and other such acts that may be necessary or desirable to perfect the title to, including the invention, the provisional patent application, any application or applications claiming priority thereto and any patent or patents that may be obtained therefrom and Assignor further agrees to ratify and hereby ratifies any acts of Assignee in applying for a patent in Assignee's own name in any jurisdiction where such procedure is proper and agrees to execute or have executed any documents or assignments where it is necessary that they be executed by the inventor(s) and Assignor further agrees to execute assignments of any patent applications claiming the invention, any patent applications filed which claim priority to the provisional patent application, and any patents issuing from such patent applications to Assignee;

**AND**, Assignor hereby conveys all of Assignor's rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection

of industrial property by filing any such applications for letters patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment.

AND, Assignor hereby further agrees to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved.

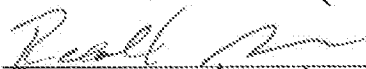
AND, Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue such letters patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

AND, Assignor represents and warrants that Assignor has the full right to convey the entire interest of the Patents, the inventions therein and the applications and has not granted any rights inconsistent with the rights granted in this Assignment.

Executed as of this 23<sup>rd</sup> day of January, 2018.

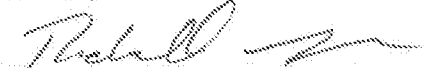
**ASSIGNOR:**

**Translate Bio MA, Inc.**

By:   
Name: Randall Morin  
Title: VP, IP

**ASSIGNEE:**

**Translate Bio, Inc.**

By:   
Name: Randall Morin  
Title: VP, IP