

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4926555

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MEDIMMUNE, LLC	02/23/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VIELA BIO, INC.
<b>Street Address:</b>	ONE MEDIMMUNE WAY
<b>Internal Address:</b>	FIFTH FLOOR, SUITE AREA TWO
<b>City:</b>	GAITHERSBURG
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20878
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9896505
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)434-7400
<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>	2024347300
<b>Email:</b>	ipdocketingbos@mintz.com
<b>Correspondent Name:</b>	MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO P.C.
<b>Address Line 1:</b>	701 PENNSYLVANIA AVENUE, N.W.
<b>Address Line 2:</b>	SUITE 900
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004
<b>ATTORNEY DOCKET NUMBER:</b>	054493-501C02US
<b>NAME OF SUBMITTER:</b>	JOHN B. FORREST
<b>SIGNATURE:</b>	/John B. Forrest/
<b>DATE SIGNED:</b>	04/20/2018
<b>Total Attachments: 7</b>	
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Agreement”) is entered into as of February 23, 2018 (the “Effective Date”) by and between MEDIMMUNE, LLC, a Delaware limited liability company (“Assignor”) and VIELA BIO, INC., a Delaware corporation (“Assignee”, with Assignee and Assignor referred to herein individually as a “Party” and collectively, the “Parties”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of February 23, 2018 (the “Asset Purchase Agreement”); and

WHEREAS, the execution and delivery of this Agreement is required in connection with the consummation of the transactions contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein and in the Asset Purchase Agreement, and other good and valuable consideration contained herein and in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall be as defined in the Asset Purchase Agreement.

2. Assignment of Intellectual Property.

(a) Assignor hereby perpetually and irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, (i) all right, title and interest of Assignee in, to and under the Assigned Intellectual Property, including the Patents set forth on Schedule 1 hereto, and all goodwill symbolized thereby and associated therewith and including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof, (ii) any and all rights of Assignor to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of such Assigned Intellectual Property, including the right to receive all proceeds and damages therefrom, (iii) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to such Assigned Intellectual Property, and (iv) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to such Assigned Intellectual Property.

(b) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks for the United States Patent and Trademark Office, and any such similarly situated official(s), to issue any and all patents resulting from any and all applications described herein, regardless of the form of said applications, to said Assignee, as Assignee of the entire right, title, and interest in and to the same for the Assignee’s sole use, benefit, and behoof, and for the use and behoof of Assignee’s legal representatives, to the full end of the terms for which any such patents may be granted, as fully and entirely as the same would have been held by the Assignor had this Agreement and sale not been made.

(c) Assignor shall take, and shall cause its applicable Affiliates to take, all actions reasonably necessary to effectuate the assignment of the Assigned Intellectual Property and purposes contemplated hereunder, including but not limited to, making filings and executing any documents that may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or any other office or authority responsible for registration of intellectual property in any other jurisdiction throughout the world.

3. Amendment and Waiver. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including, any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any provision contained herein. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

4. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated herein is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated herein are consummated as originally contemplated to the greatest extent possible.

5. Governing Law. This Agreement and all disputes controversies or claims relating to, arising out of or under or in connection with this Agreement, including the negotiation, execution and performance hereunder, shall be governed by, and construed in accordance with, the Laws of the State of New York, regardless of the Laws that might otherwise govern under applicable principles of choice of Law or conflicts of Law rules or provisions thereof to the extent they would result in the application of the Laws of another jurisdiction.

6. Counterparts. This Agreement may be executed and delivered in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Any facsimile or electronically transmitted copies hereof or signatures hereon shall, for all purposes, be deemed originals.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their respective authorized officers as of the Effective Date.

ASSIGNOR:

MEDIMMUNE, LLC

By: Richard J. Kenny  
Name: Richard J. Kenny  
Title: Assistant Secretary

ASSIGNEE:

VIOLA BIO, INC.

By: \_\_\_\_\_  
Name:  
Title:

*[Signature page to Assignment of Intellectual Property]*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their respective authorized officers as of the Effective Date.

ASSIGNOR:

MEDIMMUNE, LLC

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE:

VIOLA BIO, INC.

By:  \_\_\_\_\_  
Name: zhengbin (Bing) Yao  
Title: CEO

*[Signature page to Assignment of Intellectual Property]*

SCHEDULE 1

Patents

**MEDI-1116**

Registered owner: MedImmune, LLC

Title: ANTIBODIES TO FELINE MCDONOUGH SARCOMA (FMS)-LIKE TYROSINE KINASE 3 RECEPTOR LIGAND (FLT3L) AND USES THEREOF FOR TREATING AUTOIMMUNE AND INFLAMMATORY DISEASES				
AZ Reference	Country	Status	Application No.	Grant No.
FLT3L-100-US-PSP	US	Provisional	62/630,571	N/A

**MEDI-7734**

Registered owner: MedImmune, LLC

Title: ILT7 BINDING MOLECULES AND METHODS OF USING THE SAME				
AZ Reference	Country	Status	Application No.	Grant No.
ILT7-110-AR-NP	AR	Pending	20170100775	
ILT7-110-GC-GCP	GC	Pending	33043	
ILT7-110-TW-NP	TW	Pending	106107877	
ILT7-110-US-PSP	US	Expired	62/306,125	
ILT7-110-WO-PCT	WO	Pending	PCT/US2017/021616	

**MEDI-4920**

Registered owner: MedImmune, LLC

Title: ANTAGONISTIC CD154 PROTEIN SCAFFOLDS AND METHODS OF USE THEREOF				
AZ Reference	Country	Status	Filing Number	Grant Number
CD40L-101-AU-PCT	AU	Granted	2012323316	2012323316
CD40L-101-BR-PCT	BR	Pending	BR112014008804-7	
CD40L-101-CA-PCT	CA	Pending	2,851,667	
CD40L-101-CN-PCT	CN	Pending	201280049742.2	
CD40L-101-EP-EPT	EP	Pending	12840074.4	
CD40L-101-HK-FPR	HK	Pending	15102049.0	
CD40L-101-JP-PCD	JP	Pending	2017-090963	
CD40L-101-JP-PCT	JP	Granted	2014-535807	6140712
CD40L-101-KR-PCT	KR	Pending	10-2014-7012468	
CD40L-101-MX-PCT	MX	Pending	MX/a/2014/004065	
CD40L-101-RU-PCT	RU	Pending	2014117511	
CD40L-101-SG-PCD	SG	Pending	10201707813Y	
CD40L-101-SG-PCT	SG	Granted	11201400567Q	11201400567Q
CD40L-101-US-PCT	US	Pending	14/347,016	
CD40L-101-US-PSP	US	Expired	61/546,028	
CD40L-101-WO-PCT	WO	Expired	PCT/US2012/059477	

**MEDI-551**

Registered owner: MedImmune, LLC

<b>Title: HUMANIZED ANTI-CD19 ANTIBODIES AND THEIR USE IN TREATMENT OF ONCOLOGY, TRANSPLANTATION AND AUTOIMMUNE DISEASE</b>				
<b>AZ Reference</b>	<b>Country</b>	<b>Status</b>	<b>Application No.</b>	<b>Grant No.</b>
CD19-105-AT-EPT	AT	Granted	07842083.3	2066349
CD19-105-AU-PCT	AU	Granted	2007294575	2007294575
CD19-105-BE-EPT	BE	Granted	07842083.3	2066349
CD19-105-BG-EPT	BG	Granted	07842083.3	2066349
CD19-105-BR-PCT	BR	Pending	PI0716611-7	
CD19-105-CA-PCT	CA	Granted	2,662,340	2662340
CD19-105-CH-EPT	CH	Granted	07842083.3	2066349
CD19-105-CN-PCT	CN	Granted	200780033355.9	ZL200780033355.9
CD19-105-CY-EPT	CY	Granted	07842083.3	2066349
CD19-105-CZ-EPT	CZ	Granted	07842083.3	2066349
CD19-105-DE-EPT	DE	Granted	07842083.3	602007021674.5
CD19-105-DK-EPT	DK	Granted	07842083.3	2066349
CD19-105-EE-EPT	EE	Granted	07842083.3	2066349
CD19-105-EP-EPT	EP	Granted	07842083.3	2066349
CD19-105-ES-EPT	ES	Granted	07842083.3	2066349
CD19-105-FI-EPT	FI	Granted	07842083.3	2066349
CD19-105-FR-EPT	FR	Granted	07842083.3	2066349
CD19-105-GB-EPT	GB	Granted	07842083.3	2066349
CD19-105-GR-EPT	GR	Granted	07842083.3	2066349
CD19-105-HU-EPT	HU	Granted	07842083.3	2066349
CD19-105-ID-PCT	ID	Granted	W-00200900938	IDP000037299
CD19-105-IE-EPT	IE	Granted	07842083.3	2066349
CD19-105-IS-EPT	IS	Granted	07842083.3	2066349
CD19-105-IT-EPT	IT	Granted	07842083.3	502012902062051
CD19-105-JP-PCT	JP	Granted	2009-527592	5401314
CD19-105-KR-PCT	KR	Granted	10-2009-7007247	1456728
CD19-105-LT-EPT	LT	Granted	07842083.3	2066349
CD19-105-LU-EPT	LU	Granted	07842083.3	2066349
CD19-105-LV-EPT	LV	Granted	07842083.3	2066349
CD19-105-MC-EPT	MC	Granted	07842083.3	2066349
CD19-105-MO-FPR	MO	Pending	J/002682	
CD19-105-MT-EPT	MT	Granted	07842083.3	2066349
CD19-105-MX-PCT	MX	Granted	MX/a/2009/002414	302484
CD19-105-NL-EPT	NL	Granted	07842083.3	2066349
CD19-105-PL-EPT	PL	Granted	07842083.3	2066349
CD19-105-PT-EPT	PT	Granted	07842083.3	2066349
CD19-105-RO-EPT	RO	Granted	07842083.3	2066349
CD19-105-RU-PCT	RU	Granted	2009112723	2495882
CD19-105-SE-EPT	SE	Granted	07842083.3	2066349
CD19-105-SI-EPT	SI	Granted	07842083.3	2066349
CD19-105-SK-EPT	SK	Granted	07842083.3	2066349



CD19-105-TR-EPT	TR	Granted	07842083.3	TR201207362T4
CD19-105-US-CNT	US	Granted	13/661,138	8,883,992
CD19-105-US-CNT[2]	US	Pending	14/509,457	
CD19-105-US-NP	US	Granted	11/852,106	8,323,653