

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	LICENSE
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
UNIVERSITE CATHOLIQUE DE LOUVAIN	05/25/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PROMETHERA BIOSCIENCES S.A.
<b>Street Address:</b>	RUE GRANBONPRE 11, B-1435
<b>Internal Address:</b>	WATSON & CRICK HILL
<b>City:</b>	MONT-SANT-GUIBERT
<b>State/Country:</b>	BELGIUM
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9931360
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)760-9502
<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>	949-760-0404
<b>Email:</b>	efiling@knobbe.com
<b>Correspondent Name:</b>	KNOBBE MARTENS OLSON & BEAR LLP
<b>Address Line 1:</b>	2040 MAIN STREET
<b>Address Line 2:</b>	14TH FLOOR
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614
<b>ATTORNEY DOCKET NUMBER:</b>	DECL59.015D3
<b>NAME OF SUBMITTER:</b>	NEIL S. BARTFELD
<b>SIGNATURE:</b>	/Neil S. Bartfeld/
<b>DATE SIGNED:</b>	07/11/2018
<b>Total Attachments: 3</b>	
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## U.S. PATENT LICENSE AGREEMENT

This Agreement (the "US Agreement") is made on May 25th 2018 by and between:

- (1) **UNIVERSITE CATHOLIQUE DE LOUVAIN**, having its registered office at Place de l'Université, 1, B-1348 Louvain-la-Neuve, Belgium, represented by Professor Vincent Blondel, Rector, and Professor Etienne Sokal, entering into this US Agreement jointly with its fully owned affiliated technology transfer company which is exclusively responsible for the commercialization of the US Rights (as defined hereafter): **SOPARTEC SA**, having its registered office at Place de l'Université, 1, B-1348 Louvain-la-Neuve, Belgium, TVA BE 0402.978.679 (Nivelles), represented by Philippe Durieux, CEO,

hereinafter referred to as "Licensor",

and

- (2) **PROMETHERA BIOSCIENCES S.A.**, having its registered office at Watson & Crick Hill, rue Granbonpré 11, B-1435 Mont-Saint-Guibert, Belgium, TVA BE 0809.788.365, represented by Silver Ocean Ventures SAS, CEO, represented by John Tchelingerian, its permanent representative and A Q Invest SPRL, Director, represented by Alain Parthoens, its permanent representative,

hereinafter referred to as "Licensee".

Licensor and Licensee are each hereinafter referred to as a "Party" or, collectively, as the "Parties".

### RECITALS

- (A) On 16 June 2009, the Parties entered into a Patent and Know-How License Agreement, the provisions of which were later amended by several amendments (the Patent and Know-How License Agreement as amended being referred to hereafter as the "General License Agreement").
- (B) Under the General License Agreement, an exclusive license on the whole of US Patent Applications having the application numbers:
- US 15/686,729 (US patent no. 9,931,360),
  - US 15/940,897
- for the entire territory of the United States of America (collectively referred to hereafter as the "US Rights") has been granted by the Licensor to the Licensee (referred to hereafter as the "License").
- (C) The Parties wish to conclude this US Agreement for the purpose of the registration of the License in the Patent Register of the United States Patent and Trademark Office (hereinafter referred to as "USPTO").

**NOW, THEREFORE**, to all whom it may concern be it known that said Licensor grants an exclusive license on US Rights to Licensee under the following terms and conditions:

1. Licensor hereby grants to the Licensee an exclusive license, with the right to grant sublicenses, on the whole of the US Rights, for the entire territory of the United States of America.
2. The License is subject to the terms and conditions set forth in the General License Agreement, pursuant to which, among others:
  - a) Licensee will use reasonable efforts to use, develop and exploit technologies, products, processes, uses, and methods within the scope of US Rights ("US Products");
  - b) the Parties shall collaborate to prosecute or maintain any US Rights; and
  - c) Licensee will bear the costs of the maintenance, prosecution, enforcement, legal defense, and any other cost related to US Rights, as well as costs for registering the license of US Rights with relevant authorities.
3. The provision of US Agreement will apply until the latest expiry date of US Rights. This period includes any extension of patent protection that results from the issuance of a Patent Term Extension, or other available legal procedure for extending such exclusivity on US Products that relies on the registration of pharmaceutical products covered by US Rights in the United States of America.
4. This US Agreement shall be governed by Belgian Law and shall be submitted to Belgian courts in the event disputes arise under the US Agreement.

In witness whereof, the PARTIES have caused this US Agreement to be duly executed by their authorized representatives in six (6) originals. Each Party acknowledges receipt of its own original, the other originals will be used for registration purposes

[SIGNATURE PAGE FOLLOWS]

For Licensor,

UCL,

Name: Prof. Vincent Blondel  
Title: Rector

Name: Prof. E. Sokal

SOPARTEC,

Name: Philippe Durieux  
Title: CEO

For Licensee,

**PROMETHERA BIOSCIENCES S.A.**

Silver Ocean Ventures SAS  
CEO  
Represented by  
M. JOHN TCHELINGERIAN

Name: Silver Ocean Ventures SAS,  
represented by John Tchelingierian  
Title: CEO

Name: A Q Invest SPRL, represented by  
Alain Parthoens  
Title: Director