

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MERCK PATENT GMBH	07/12/2018
RECEIVING PARTY DATA	
Name:	MOLECULAR TEMPLATES, INC.
Street Address:	9301 AMBERGLEN BLVD.
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78729
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15035131
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ATTORNEY DOCKET NUMBER:	095401-1201
NAME OF SUBMITTER:	NANI K. BALABAN
SIGNATURE:	/Nani K. Balaban/ for Photon Rao
DATE SIGNED:	08/01/2018
Total Attachments: 3	
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ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, *MERCK PATENT GMBH* of *Frankfurter Strasse 250, Darmstadt, 64293 Germany* (hereinafter "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

MOLECULAR TEMPLATES, INC.
9301 Amberglen Blvd.
Austin, Texas 78729
United States of America

(formerly known as *THRESHOLD PHARMACEUTICALS, INC.*) (hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to the applications:

COUNTRY	PATENT APPLICATION NO. or PATENT NO.	FILING DATE or GRANT DATE	TITLE
US	61/900821	11/6/2013	PREDICTIVE BIOMARKER FOR HYPOXIA-ACTIVATED PRODRUG THERAPY
US	15/035131	10/28/2014	
WO	PCT/US2014/062532	10/28/2014	
US	62/081768	11/19/2014	PREDICTIVE BIOMARKER FOR HYPOXIA-ACTIVATED PRODRUG THERAPY
US	15/528067	11/18/2015	
WO	PCT/US2015/061248	11/18/2015	

as well as in and to (a) all improvements and modifications of the above-identified applications, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified applications and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the Patent Cooperation Treaty, the Paris Convention and any other international agreement; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified applications in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES, at ASSIGNEE's expense: (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said applications, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, when requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said applications, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner LLP the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner LLP do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

MERCK PATENT GMBH

Date: July 12, 2018

By: 

Name: i.V. Dr. Vallazza i.V. Dr. Seemann

Title: Authorized Employees

Agreed and Accepted By:

MOLECULAR TEMPLATES, INC.

Date: 7/24/18

By: 

Name: Eric Poma

Title: CEO