

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5116720

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INOTEK PHARMACEUTICALS CORPORATION	01/12/2012
RECEIVING PARTY DATA	
Name:	GALERA THERAPEUTICS, LLC
Street Address:	4041 FOREST PARK AVE.
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63108
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13569733
CORRESPONDENCE DATA	
Fax Number:	(314)259-2020
<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>	
Phone:	3142592000
Email:	bcipdocketing@bclplaw.com
Correspondent Name:	BRYAN CAVE LEIGHTON PAISNER LLP
Address Line 1:	211 NORTH BROADWAY, SUITE 3600
Address Line 4:	ST. LOUIS, MISSOURI 63102
ATTORNEY DOCKET NUMBER:	2392502
NAME OF SUBMITTER:	ABBY COTTON
SIGNATURE:	/Abby Cotton/
DATE SIGNED:	08/29/2018
Total Attachments: 3	
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ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement"), dated as of January 1, 2012 (the "Effective Date"), is by and between Galera Therapeutics LLC, a Missouri limited liability company ("Galera"), and Inotek Pharmaceutical Corporation, a Delaware corporation ("Inotek", and, together with Galera, the "Parties"). Capitalized terms not defined herein shall have the meanings given to such terms in the Cross-License.

RECITALS

WHEREAS, on March 14, 2008, Inotek and Kereos, Inc. ("Kereos") entered into that certain term sheet describing the relationship of these parties with respect to certain Purchased Assets to be acquired from Activbiotics, Inc. and Metaphore Pharmaceuticals, Inc.;

WHEREAS, effective March 26, 2008, Inotek and Kereos acquired the Purchased Assets from Activbiotics, Inc. and Metaphore Pharmaceuticals, Inc. pursuant to that certain Bill of Sale and Sale Agreement;

WHEREAS, on May 22, 2009, Galera acquired from Kereos all interest in the Purchased Assets owned by Kereos pursuant to that certain Dismutase Mimetics Transfer Agreement;

WHEREAS, Galera and Inotek have entered into that certain Property Ownership and Cross-License Agreement (the "Cross-License") dated May 20, 2011;

WHEREAS, the Parties also entered into a separate Assignment Agreement (the "Assignment Agreement") dated May 20, 2011, relating to certain Purchased Assets;

WHEREAS, Inotek has given notice on October 20, 2011 to Galera under the Cross-License of its termination of the Cross-License;

WHEREAS, Inotek and Galera have amended Section 11.2 of the Cross-License to shorten the six-month termination provision and to effect a termination of the Cross-License on December 31, 2011; and

WHEREAS, the Parties now wish to set forth the following terms governing an assignment of all of Inotek's right, title and interest in and to the Purchased Assets under the Assignment Agreement and under the Cross-License.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties hereinafter set forth, the Parties hereby agree as follows:

Assignments to Galera

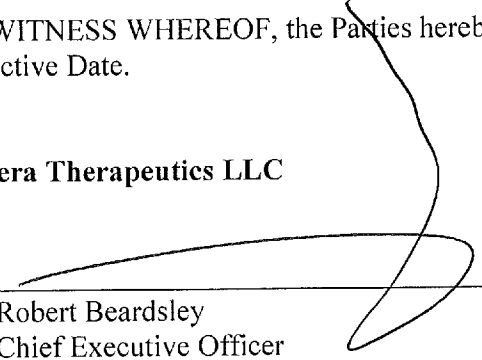
- 1) Inotek hereby assigns to Galera, and Galera hereby accepts, all of Inotek's right, title and interest in and to the clinical compound M40403, the assignment being effective upon execution of this Agreement. Upon execution of this Agreement, the clinical compound M40403 shall be solely owned by Galera and, subject to clause 4, Inotek shall have no further responsibility for any development of that compound.

- 2) Inotek hereby assigns to Galera, and Galera hereby accepts, all of Inotek's right, title and interest in and to the Acquired Regulatory Filing in all Fields (which term shall encompass all Exclusive Fields and any Other Fields, as applicable) in the Territory for the clinical compound M40403, the assignment being effective upon execution of this Agreement. Upon execution of this Agreement, such Acquired Regulatory Filing shall be solely owned by Galera, and Inotek shall have no further responsibility for further maintenance of such Acquired Regulatory Filing.
- 3) Inotek hereby assigns to Galera, and Galera hereby accepts, all of Inotek's right, title and interest in and to six (6) preclinical compounds, specifically M40571, M40572, M40577, M40618, M40679 and M40484, for all Fields in the Territory, the assignment being effective upon execution of this Agreement. Upon execution of this Agreement, the preclinical compounds M40571, M40572, M40577, M40629, M40679, M40484 shall be solely owned by Galera and, subject to clause 4, Inotek shall have no further responsibility for the development of such compounds.
- 4) Inotek hereby assigns to Galera, and Galera hereby accepts, all of Inotek's right, title and interest in and to its share of the Purchased Assets and Joint Inventions, including any Patents arising therefrom remaining under the Cross-License and not captured by clauses 1, 2 and 3 of this Agreement, the assignment being effective upon execution of this Agreement. Upon execution of this Agreement, Inotek shall have no further responsibility for the further maintenance and development of Purchased Assets, Acquired Inventory and Joint Inventions including any Patents arising therefrom; provided, however, that Inotek shall be responsible for one-half (1/2) of all Patent maintenance costs accruing prior to October 20, 2011.
- 5) Notwithstanding the generality of the foregoing clauses 1 through 4, Galera shall not be deemed to be assuming liabilities associated with any assets transferred hereby, arising, or resulting from actions or inactions occurring, prior to the date hereof, and all such liabilities are expressly retained by Inotek. Inotek shall hold Galera and its members, managers, shareholders, directors, officers, affiliates, partners, successors, assigns and agents of each of them in their capacities as such, harmless and indemnify each of them from and against any and all losses, damages, liabilities, expenses or costs ("Losses"), plus reasonable attorneys' fees and expenses incurred in connection with Losses, to the extent associated with any assets transferred hereby arising, or resulting from actions or inactions occurring, prior to the date hereof with respect to the assets transferred hereby. Without limiting the generality of the foregoing, Inotek represents and warrants that no clinical studies with respect to any of the assets being transferred hereby are ongoing or being planned as of the date hereof.
- 6) If any provision of this Agreement is declared void or illegal or unenforceable for any reason, the remaining portions or provisions of this Agreement shall continue to be valid and binding on the parties hereto.
- 7) This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original, and all of which shall constitute one and the same document. This Agreement may be executed by facsimile signatures.

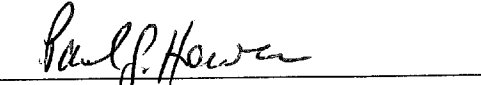
- 8) Each of Inotek and Galera agree after the date hereof to take all such actions and to execute all such documents as may be necessary or desirable to implement the provisions of this Agreement fully and effectively.

IN WITNESS WHEREOF, the Parties hereby execute this Assignment Agreement as of the Effective Date.

Galera Therapeutics LLC

By: 
Robert Beardsley
Chief Executive Officer

Inotek Pharmaceutical Corporation

By: 
Paul Howes
President and Chief Executive Officer