## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5186779

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	<b>Execution Date</b>	
ROIVANT HEPATOLOGY GMBH	06/19/2018	

### **RECEIVING PARTY DATA**

Name:	GENEVANT SCIENCES GMBH	
Street Address:	reet Address: VIADUKTSTRASSE 8	
City:	BASEL	
State/Country:	SWITZERLAND	
Postal Code:	4051	

### **PROPERTY NUMBERS Total: 63**

Property Type	Number
Patent Number:	8822213
Patent Number:	9006193
Patent Number:	9211250
Patent Number:	9220791
Patent Number:	9339558
Patent Number:	9415113
Patent Number:	9464300
Patent Number:	9476063
Patent Number:	9593169
Patent Number:	9662403
Patent Number:	9862792
Patent Number:	9867885
Application Number:	61860136
Application Number:	61868122
Application Number:	15827793
Application Number:	62106024
Application Number:	62173847
Application Number:	62233568
Application Number:	15545302
Application Number:	62440941

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Property Type	Number
Application Number:	62446186
Application Number:	61052908
Application Number:	61052914
Application Number:	61091294
Application Number:	61120769
Application Number:	61171365
Application Number:	61171377
Application Number:	12992545
Application Number:	12992541
Application Number:	14630477
Application Number:	15499683
Application Number:	15828078
Application Number:	61112048
Application Number:	61112054
Application Number:	61140774
Application Number:	61140779
Application Number:	61171369
Application Number:	61171358
Application Number:	61171381
Application Number:	13127962
Application Number:	61177921
Application Number:	61243898
Application Number:	14957429
Application Number:	15254874
Application Number:	61120756
Application Number:	15428063
Application Number:	61262512
Application Number:	61262516
PCT Number:	US2014048839
PCT Number:	US2016014232
PCT Number:	US2017068841
PCT Number:	US2009043847
PCT Number:	US2009043839
PCT Number:	US2009043849
PCT Number:	US2009043837
PCT Number:	US2009043853
PCT Number:	US2009043859
PCT Number:	US2009043852

Property Type	Number
PCT Number:	US2009043860
PCT Number:	US2009063648
PCT Number:	US2009067193
PCT Number:	US2010056993
Application Number:	16100163

#### **CORRESPONDENCE DATA**

**Fax Number:** (202)371-2540

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.

**Phone:** (202) 371-2600

**Email:** bncombs@skgf.com, mwood@skgf.com

Correspondent Name: STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C

Address Line 1: 1100 NEW YORK AVENUE, N.W.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	4170
NAME OF SUBMITTER:	BONNIE W. NANNENGA-COMBS
SIGNATURE:	/Bonnie W. Nannenga-Combs #67,836/
DATE SIGNED:	10/12/2018

#### **Total Attachments: 56**

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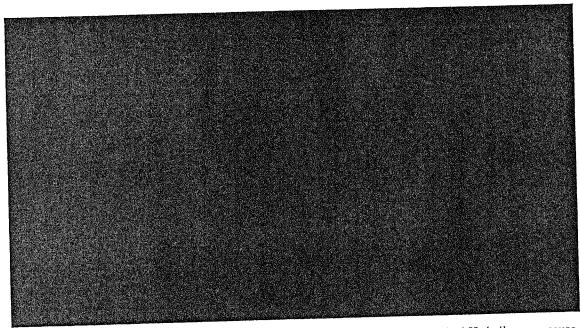
### TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT (the "Agreement") is made and entered into as of June 19, 2018 by and among Roivant Hepatology GmbH, a limited liability company organized under the laws of Switzerland ("Roivant Hepatology"), Roivant Sciences GmbH, a limited liability company organized under the laws of Switzerland ("Roivant GmbH"), Genevant Sciences GmbH, a limited liability company organized under the laws of Switzerland ("Genevant GmbH").  Roivant Hepatology, Genevant GmbH, are individually referred to herein as a "Party" and collectively as the "Parties".
WITNESSETH:
WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of January 31, 2018 (the "PhaseRx Agreement"), by and between Roivant GmbH and PhaseRx, Inc., a Delaware corporation ("PhaseRx"), which is attached as Exhibit A hereto, and that certain Bill of Sale and Assignment and Assumption Agreement, dated as of February 2, 2018, by and between Roivant Hepatology and PhaseRx, which is attached as Exhibit B hereto, (i) Roivant Hepatology acquired from PhaseRx all of the assets, properties, intellectual property rights, licenses, contractual rights, goodwill, going concern value, rights and claims owned, controlled, leased or licensed by or to PhaseRx, including without limitation, those set forth on Schedule 1.1 to the PhaseRx Agreement, and further including, without limitation, all of PhaseRx's rights, title and interests under (including its rights to enforce) any confidentiality, non-disclosure, non-solicitation, assignment of inventions or assignment of developments contracts to which PhaseRx is a party that are not executory contracts (collectively, the "Acquired Assets") and (ii) Roivant GmbH issued a promissory note, dated as of February 2, 2018, to which is attached as Exhibit C hereto (the "Promissory Note"), pursuant to which Roivant GmbH agreed to make certain milestone payments to pursuant to the terms of the PhaseRx Agreement and the Promissory Note;
WHEREAS, the Acquired Assets are comprised of (i) patents, know-how, trade names, trademarks, copyright, trade dress, industrial and other designs, trade secrets, and all other forms of intellectual property, all whether or not registered, or capable of registration owned by Roivant Hepatology (the, "Intellectual Property Acquired Assets")
WHEREAS, Roivant Hepatology desires to make, and Genevant GmbH desires to accept and receive, the transfer of the Intellectual Property Acquired Assets;
WHEREAS, in exchange for the transfers described above, Genevant GmbH shall (i) pay or cause to be paid to Roivant Hepatology or its designee (the "Transfer Consideration") and (ii) assume all obligations of Roivant GmbH under the Promissory Note as the "Maker" (as defined therein) and all of the obligations of Roivant GmbH under Section 2.3 of the PhaseRx Agreement from Roivant GmbH, upon the terms and subject to the conditions contained herein.

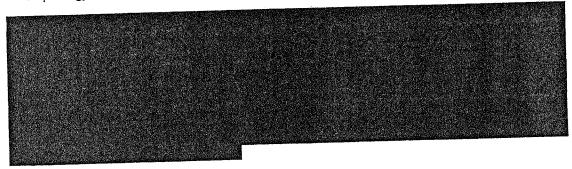
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NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Capitalized Terms</u>. Capitalized terms used but not otherwise defined in this Agreement shall the meanings set forth in the PhaseRx Agreement.
- 2. Transfer of Intellectual Property. Effective on the date hereof and on the terms and subject to the conditions set forth in this Agreement, Roivant Hepatology hereby sells, assigns, transfers, conveys, contributes and delivers to Genevant GmbH, and Genevant GmbH hereby accepts and receives all of Roivant Hepatology's right, title and interests in and to the Intellectual Property Acquired Assets, free and clear of all Liens (the "Intellectual Property Transfer").



6. Payment of Transfer Consideration. Effective on the date hereof, Genevant GmbH shall pay or cause to be paid the Transfer Consideration to Roivant Hepatology or its designee by wire transfer of immediately available funds pursuant to the wire transfer instructions provided in writing by Roivant Hepatology.



### 8. Miscellaneous.

- Further Assurances. Each of the Parties, upon the request of the other Party hereto, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be necessary or desirable to (i) effectuate the intent of this Agreement, (ii) perfect or record title in the Acquired Assets, (iii) put Genevant GmbH, in possession of the applicable Acquired Assets, and (iv) provide the Parties in all material respects with the intended benefits of this Agreement.
- (b) Applicable Law. The construction, validity, enforcement and interpretation of this Agreement will be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
- (c) Expenses. Except as otherwise provided herein, each of the Parties shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including any legal and accounting fees, whether or not the transactions contemplated hereby are consummated.
- Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated herein and cancels and supersedes any prior understandings, agreements, negotiations and discussions between the Parties. There are no representation, warranties, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the Parties hereto other than those expressly set forth in this Agreement. This Agreement may not be amended or modified in any respect except by written instrument executed by each of the Parties.
- (e) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same Agreement. Counterparts may be delivered either in original or faxed form and the Parties adopt any signature received by a receiving fax machine as original signatures of the Parties.
- (f) <u>Headings</u>. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, 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 a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- (h) <u>Enurement</u>. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, successors (including any successor by reason of the amalgamation or merger of any Party), administrators and permitted assigns.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

GENEVANT SCIENCES GMBH

By: Suscha Bucher Ap

Name: Sascha Bucher

Title:

. Head of Global Transactions

[Signature Page to Transfer Agreement]

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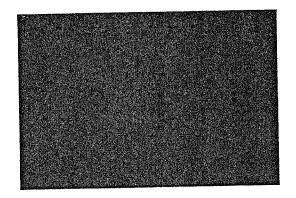
ROIVANT HEPATOLOGY GMBH

By: Sascha Bucher (Apr 18, 2018)

Name: Sascha Bucher

Title: Head of global transactiins

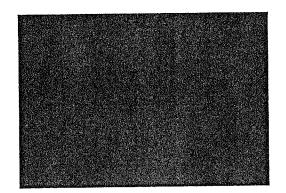
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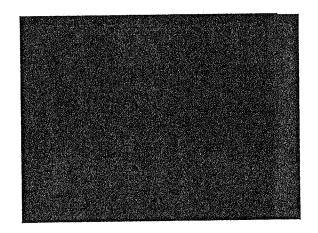
[Signature Page to Transfer Assumption Agreement]

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[Signature Page to Transfer Assumption Agreement]



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### EXHIBIT A

(See attached)

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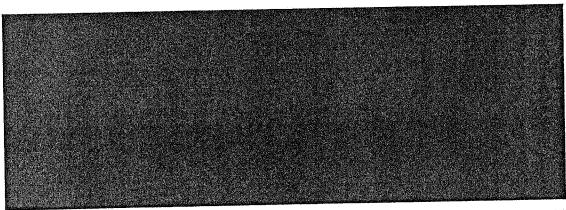
### ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of January 31, 2018 (the "Effective Date"), by and between Roivant Sciences GmbH ("Buyer"), and PhaseRx, Inc., a Delaware corporation ("Seller," "PhaseRx," or "Debtor"). Buyer and Seller are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used herein without separate parenthetical definition have the meanings ascribed to them in Section 8.13 below.

### BACKGROUND INFORMATION



WHEREAS, on December 11, 2017, Seller filed for protection under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court") (In re: PhaseRx, Inc., Case No. 17-12890 (CSS)) (the "Bankruptcy Case");



WHEREAS, on December 27, 2018, the Court approved the relief requested in the Bid Procedures Motion [Docket No. 60] (the "Bid Procedures Order"), Buyer desires to purchase the Acquired Assets (as defined below) from Seller, and Seller desires to sell, convey, assign and transfer to Buyer, the Acquired Assets, all in the manner and subject to the terms and conditions set forth in this Agreement and in accordance with sections 105, 363, and 365 of the Bankruptcy Code and other applicable provisions thereof;

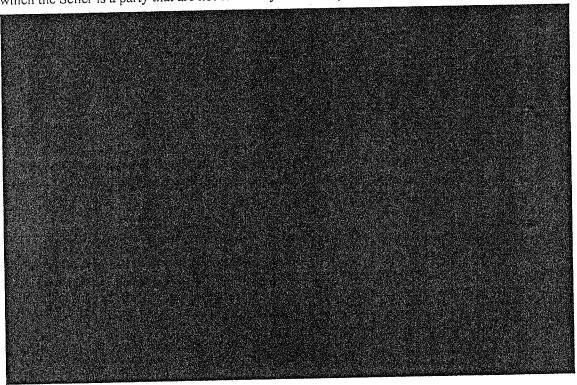
WHEREAS, the Acquired Assets are assets of Seller that are to be purchased by Buyer pursuant to an order of the Court approving such sale pursuant to Sections 105, 363, and 365 of the Bankruptcy Code (the "Sale Order"), all in the manner and subject to the terms and conditions set forth in this Agreement and the Sale Order and in accordance with other applicable provisions of the Bankruptcy Code; and

49066/0039-15429601v5 January 31, 2018 WHEREAS, the execution and delivery of this Agreement and each Party's ability to consummate the transactions set forth in this Agreement are subject, among other things, to the entry of the Sale Order.

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

# ARTICLE 1 PURCHASE AND SALE OF ACQUIRED ASSETS; CLOSING

1.1 <u>Sale and Purchase of Acquired Assets</u>. Upon the terms and subject to the conditions contained herein, at the Closing (as defined below), Seller shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase, accept and acquire from Seller, good and marketable title, free and clear of all Liens, claims, encumbrances, and interests (collectively, "Interests") of Seller, other than Assumed Liabilities (as defined below), all of the assets, properties, intellectual property rights, licenses, contractual rights, goodwill, going concern value, rights and claims owned, controlled, leased or licensed by or to Seller, including without limitation, those set forth on Schedule 1.1 hereto, and further including, without limitation, all of Seller's rights, title and interests under (including its rights to enforce) any confidentiality, non-disclosure, non-solicitation, assignment of inventions or assignment of developments contracts to which the Seller is a party that are not executory contracts (collectively, the "Acquired Assets").

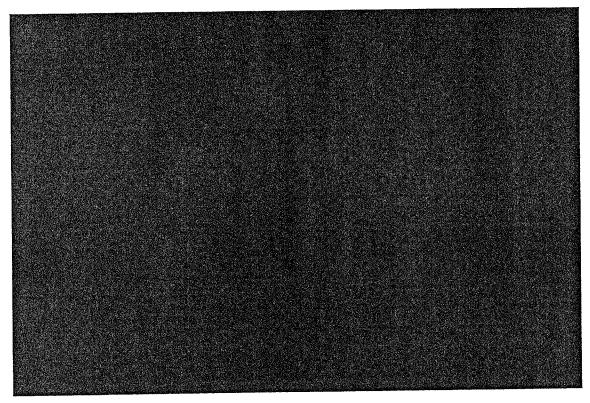


Closing. Subject to the satisfaction or waiver by the appropriate Party of all of the conditions precedent to Closing specified in Article 5, the consummation of the transactions contemplated by and described in this Agreement (the "Closing") shall take place remotely on February 2, 2018, or on such other date or at such other location as the Parties may mutually designate in writing (the date of consummation is referred to herein as the "Closing Date"). The transactions contemplated herein shall be effective as of 11:59:59 p.m. (EST) on the Closing Date.

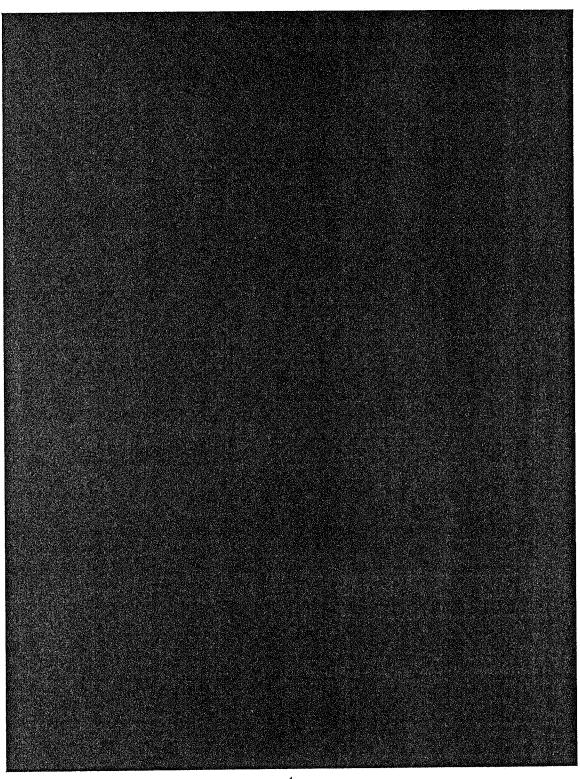
## ARTICLE 2 CONSIDERATION FOR TRANSFER

- 2.1 Purchase Price. The purchase price to be paid to Seller for the Acquired Assets will be (the "Cash Purchase Price"), together with that certain promissory note described in Section 2.3. Seller acknowledges that, contemporaneous with Buyer's submission of its bid letter in response to the Bid Procedures Order, Buyer delivered to Seller a good faith deposit in the amount of (the "Deposit").
- 2.2 <u>Payment of Cash Purchase Price</u>. At the Closing, Buyer shall pay to Seller, by delivery of immediately available funds by wire transfer to an account designated by Seller in writing to Buyer, an amount equal to the Cash Purchase Price *less* the Deposit.

### 2.3 Promissory Note.



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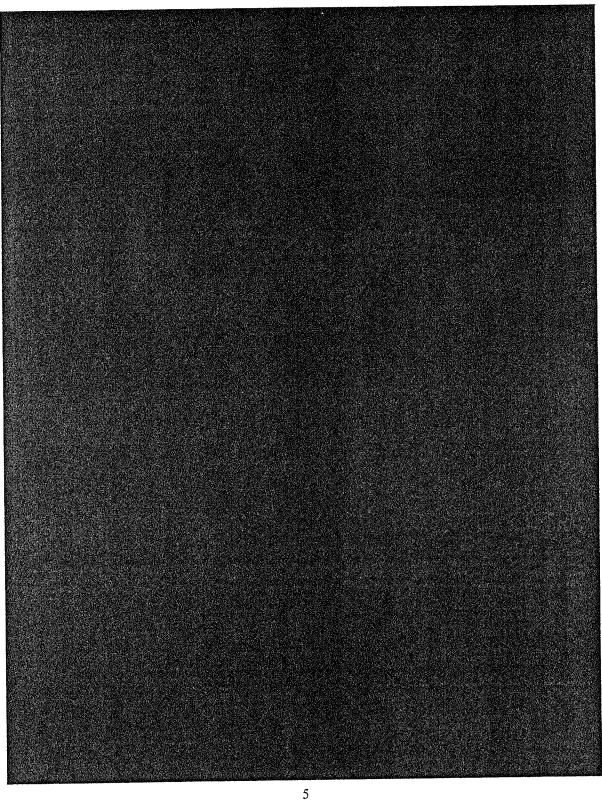


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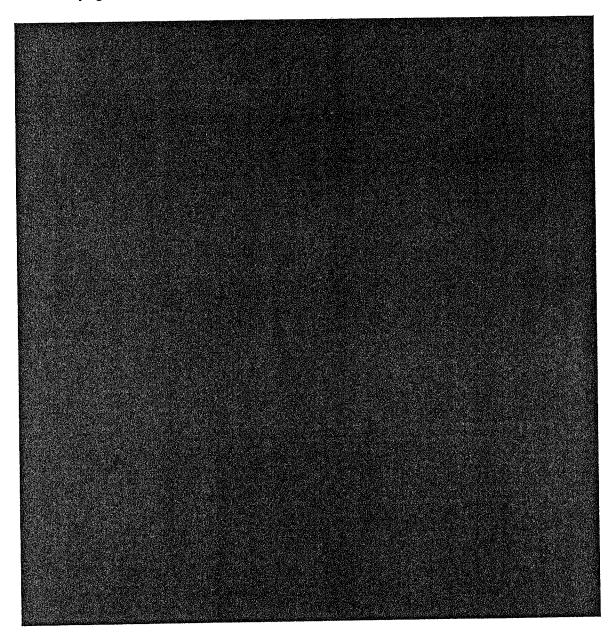
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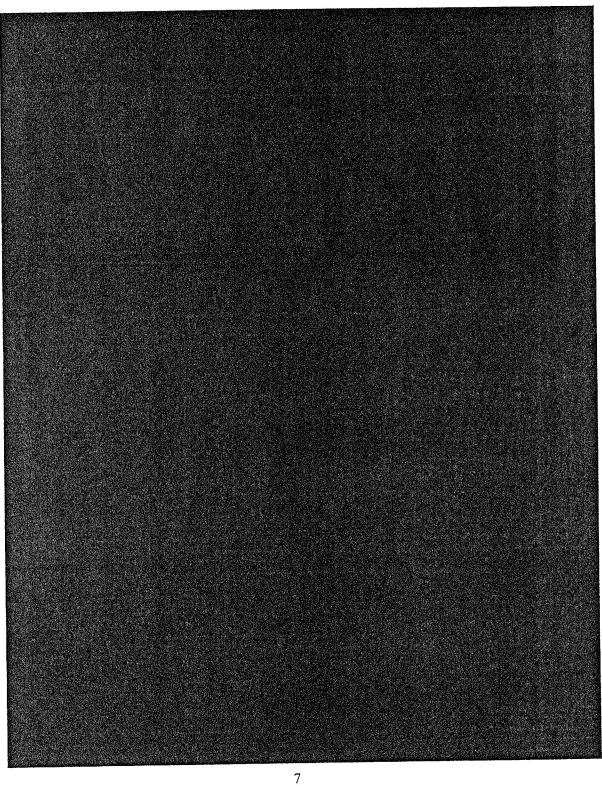


49066/0039-15429601v5 January 31, 2018

(c) <u>Title and Ownership</u>. Seller has good title to the Acquired Assets, free and clear of all Liens and Interests (subject to the Court's entry of the Sale Order). No third party has claimed that the Acquired Assets infringe any third party's rights in the Acquired Assets that are relevant to Seller's delivery technology or mRNA programs. Subject to the entry of the Sale Order, at the Closing, Seller will have the right to transfer the Acquired Assets to Buyer free and clear of all Liens and Interests and will not execute any agreement in conflict therewith.

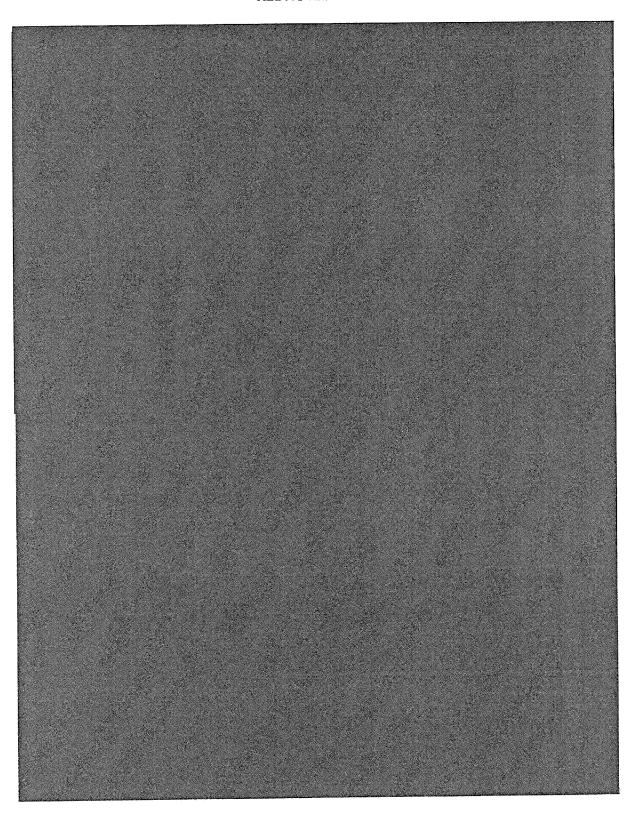


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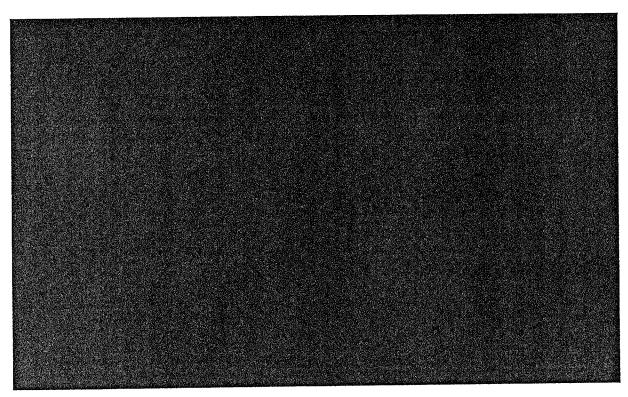


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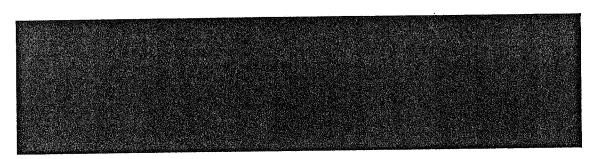
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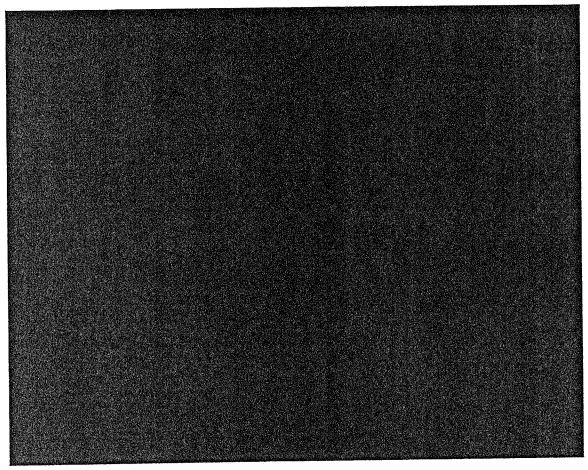
ARTICLE 6
DOCUMENTS TO BE DELIVERED AT CLOSING

6.1 <u>Seller's Deliveries</u>. At the Closing, the sale, transfer, assignment and delivery by Seller of the Acquired Assets to Buyer shall be effected on the Closing Date by bills of sale, endorsements, assignments and other instruments of transfer and conveyance (including with respect to any assignment of the Intellectual Property), and shall otherwise be consistent with the terms of this Agreement reasonably satisfactory in form and substance to Buyer.

6.2 <u>Buyer's Deliveries</u>. At the Closing, Buyer shall pay to Seller the Cash Purchase Price *less* the Deposit and deliver the Buyer Note.



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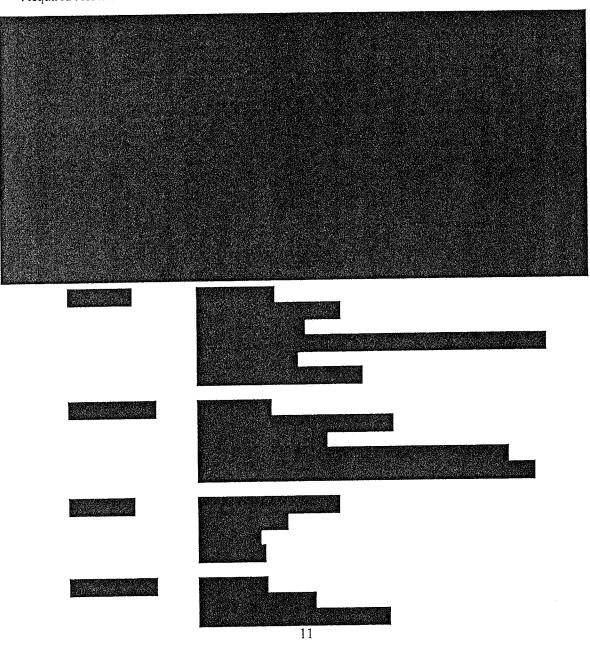


## ARTICLE 8 MISCELLANEOUS

- 8.1 <u>Successors and Assigns</u>. Buyer may designate an affiliated designee or assignee in place and stead of Buyer, and if so, such entity shall become the "Buyer" hereunder for all purposes. Except as otherwise provided in this Agreement, no Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, and any such attempted assignment without such prior written consent shall be void and of no force and effect. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the Parties.
- 8.2 Governing. Law: Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code. For so long as Seller is subject to the jurisdiction of the Court, the Parties irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Court. After Seller is no longer subject to the jurisdiction of the Court, the parties hereto irrevocably elect as the sole judicial

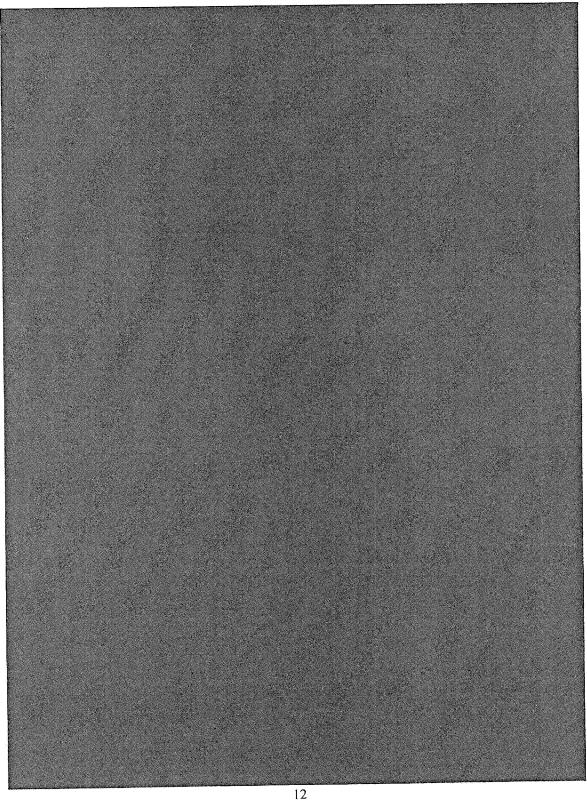
forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court located in New Castle County, Delaware.

8.3 <u>Expenses.</u> Except as otherwise provided herein, each of the Parties shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including any legal and accounting fees, whether or not the transactions contemplated hereby are consummated. Buyer shall pay any fees, costs, and expenses associated with recording an assignment of any of the Acquired Assets.

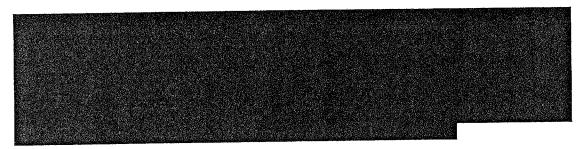


49066/0039-15429601v5 January 31, 2018

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49066/0039-15429601v5 January 31, 2018



- 8.11 <u>Counterparts.</u> This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile or .pdf shall have the same force and effect as delivery of an original executed counterpart of this Agreement.
- 8.12 <u>Further Assurances.</u> From and after the Closing, each Party shall take such actions and execute such other documents and instruments of conveyance and transfer as may be reasonably requested by the other party from time to time to fully effectuate the transfer of the Acquired Assets to Buyer in accordance with the terms of this Agreement.
- 8.13 <u>Definitions</u>. As used in this Agreement, the following terms have the following meanings:
  - (a) "Governmental Body" means any (i) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, state, local, municipal, foreign, or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.
  - (b) "IRC" means the Internal Revenue Code of 1986, as amended, or any successor law, and regulations issued by the IRS in accordance with the Internal Revenue Code or any successor law.
  - (c) "Lien" means any mortgage, lien, pledge, claim, charge, security interest or encumbrance or any kind, including the interest of a vendor or lessor under any conditional sale agreement, capital lease obligation or other title retention agreement, or any agreement to create or grant any of the foregoing or prohibiting Seller from granting Liens on their respective assets.
  - (d) "Person" means any individual, corporation, partnership, limited liability company, trust, joint venture, unincorporated association or other enterprise or any Governmental Body.
  - (e) "<u>Tax Return</u>" means any report, return, information return, filing or other information, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed or maintained in connection with

the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

(f) "Taxes" shall mean any federal, state, local or foreign taxes, assessments, interest, penalties, deficiencies, fees and other governmental charges or impositions (including all income tax, unemployment compensation, social security, payroll, sales and use, excise, privilege, property, ad valorem, franchise, license, school and any other tax or similar governmental charge or imposition under any requirement of law.

[SIGNATURE PAGE FOLLOWS]

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

### BUYER:

Roivant Sciences GmbH

Ву:	S Back	
Name:	Sascha Bucher	
Title:	Head of Global Transaction	
SELLER:		
PhaseRx, In	e.	
By:	Pho-	
Name:	ROBERT OVERELL	
Title:	PRESIDENT & CETO	

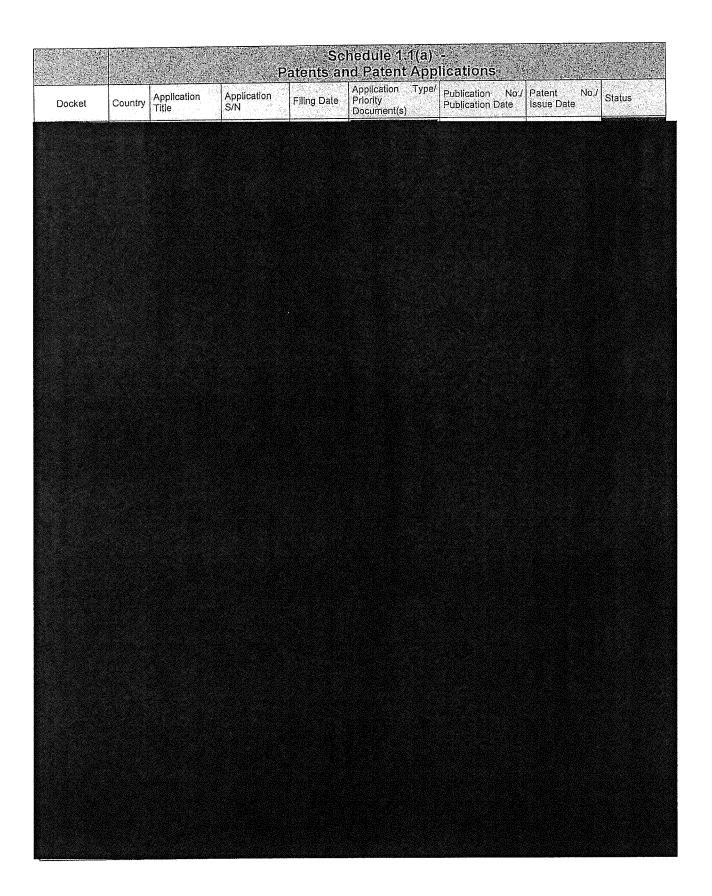
SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

### Schedule 1.1

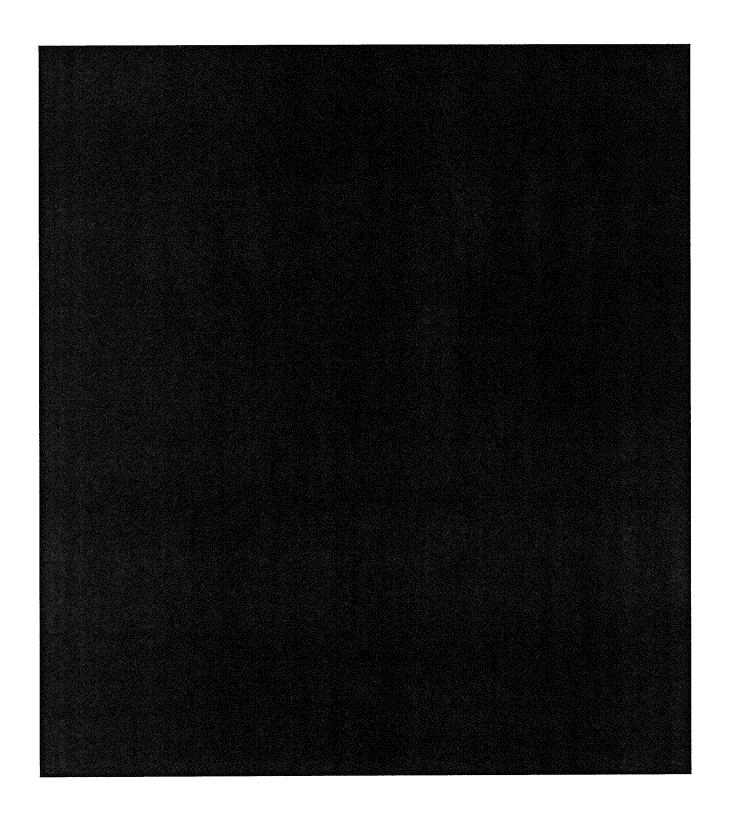
• All patent rights owned or controlled by Seller, including without limitation, those listed on Schedule 1.1(a)



- All patents, patent applications, and trademarks
- All data related to nonclinical assets (e.g. study reports, raw data, regulatory interactions)
- All filings, correspondences and documents with any Governmental Body
- All rights under Non-disclosure, confidentiality or similar agreements

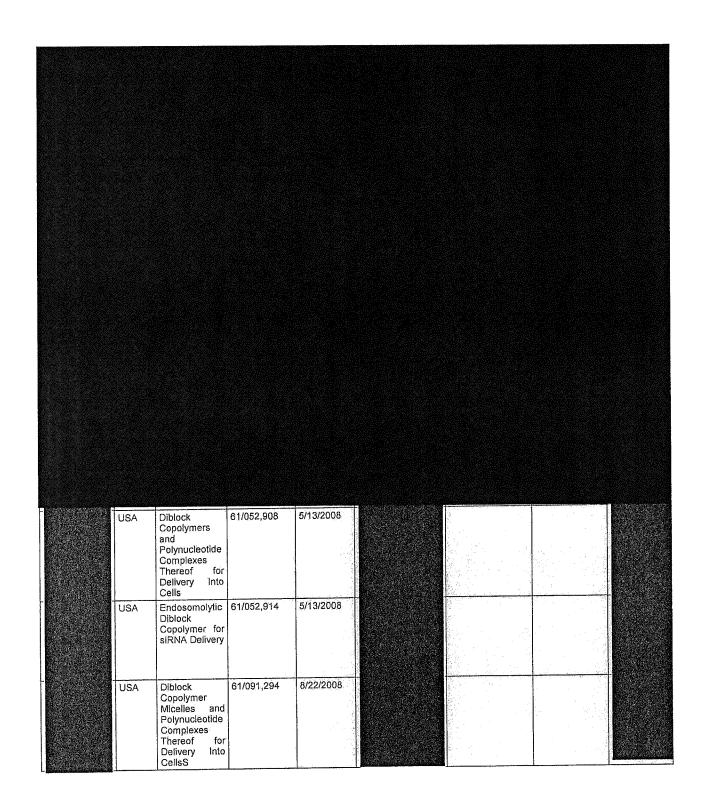


49066/0039-15429601v5 January 31, 2018



SCHEDULE 1.1(a) TO ASSET PURCHASE AGREEMENT

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	USA	Micellic Assemblles	61/112,048	11/6/2008		
u sind	USA	Micellic Assemblies	61/140,774	12/24/2008		
		Assemblies				
	USA	Micellic Assemblies	61/171,369	4/21/2009		
	USA	Polymeric Carrier	61/112,054	11/6/2008		
	USA	Polymeric Carrier	61/140,779	12/24/2008		
	USA	Polymeric Carrier	61/171,358	4/21/2009		
	USA	Targeted Polymer Bioconjugates	61/120,769	12/8/2008		
	USA	Targeted Polymer Bioconjugates	61/171,365	4/21/2009		
	USA	Diblock Copolymer Micelles and Polynucleotide Complexes Thereof for Delivery Into		4/21/2009		

49066/0039-15429601v5 January 31, 2018

USA	Bispecific Intracellular Delivery Vehicles	61/171,381	4/21/2009	Company of the compan			
PCT		PCT/US2009/ 043847	5/13/2009		WO/2009/140427 Nov. 19, 2009		
USA	Diblock Copolymers	12/992,517	11/12/2010		US 2011/0143434 June 16, 2011	9,476,063 October 25, 2016	
	and Polynucleotide Complexes Thereof for Delivery Into Cells					9,867,885	
USA	Diblock Copolymers and Polynucleotide Complexes Thereof for Delivery Into Cells	15/264,392	9/13/2016			January 9, 2018	
USA	Diblock Copolymers and Polynucleotide Complexes Thereof for Delivery Into Cells		11/30/2017				
EP	Diblock Copolymers and Polynucleotide Complexes Thereof for Delivery Into Cells		5/13/2009		EP 2281011 A4February 9 2011		
EP	Diblock Copolymers and Polynucleotide Complexes Thereof for Delivery Into Cells		2/21/2013		EP2620161 July 31, 2013		

49066/0039-15429601v5 January 31, 2018

A		Diblock Copolymers and Polynucleotide Complexes Thereof for Delivery Into	2009246327	5/13/2009		Patent No. 2009246327 12/24/2013	
/	AU		2013204733	4/12/2013		Patent No. 2013204733 9/29/2016	
	BR	Diblock Copolymers and Polynucleotide Complexes Thereof for Delivery into Cells	P10912159-5	5/13/2009			
	CA	Diblock Copolymers and Polynucleotide Complexes Thereof for Delivery Into Cells	2,724,105	5/13/2009		CA2724105 9/5/2017	
	CA	Diblock Copolymers and Polynucleotide Complexes Thereof for Delivery into Cells		5/13/2009			
	CN	Diblock Copolymers and Polynucleotide Complexes Thereof for Delivery Into Cells		5/13/2009		Patent No. ZL2009801228 88,3 7/10/2013	
	CN	Diblock Copolymers and Polynucleotide Complexes Thereof for Delivery Into		5/13/2009		Patent No. 21.2013102324 98;X 11/23/2016	
	IL.	Diblock Copolymers and Polynucleotide Complexes Thereof for Delivery Into	r ·	5/13/2009		Patent No. 209238 7/1/2014	

49066/0039-15429601v5 January 31, 2018

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	ĪN	Diblock	8578/DELNP/	5/13/2009			
			2010			A CONTRACTOR OF THE CONTRACTOR	
		Polynucleotide Complexes				The state of the s	
		Thereof for					
		Delivery Into Cells		(			
-	JP	Diblock Copolymers	2011-509670	5/13/2009		5911723 04/08/2016	
		and			8	5/13/2029	
		Polynucleotide Complexes					
		Thereof for Delivery Into			e C		
-		Cells Diblock	2015-200236	5/13/2009	2016-053169	6239565	
	JP	Copolymers	2010-200200	0/10/2000	April 14, 2016	11/10/2017 5/13/2029	
		and Polynucleotide					
		Complexes Thereof for					
		Delivery Into Cells					
2	KR	Diblack	10-2010- 7027808	5/13/2009		10-1661636 09/26/2016	
		Copolymers and	7027000			05/13/2029	
		Polynucleotide Complexes					
		Thereof for Delivery Into					
	1.17	Cells Diblock	2010/012238	5/13/2009		316902	
	MX	Copolymers	2010/012200			01/07/2014	
		and Polynucleotide					The second
		Complexes Thereof for					
		Delivery Into Cells					
	SG	Diblock	201008331-9	5/13/2009		166444 07/15/2013	
		Copolymers and			The state of the s		
		Polynucleotide Complexes					
		Thereof for Delivery Into					
	ZA	Cells	2010/08729	5/13/2009		2010/08729	
	120	Copolymers				05/28/2014	
		Polynucleotide	-				
		Complexes Thereof for					
		Delivery Into				000404V	
	FR	Diblock Copolymers	9747510.7	5/13/2009		EP 2281011 02/27/2013	
		and			<u>.</u>		
		Polynucleotide Complexes					
		Thereof fo Delivery Into					
		Cells	<u> </u>			The state of the s	التعتقيسة فيسته متميده

49066/0039-15429601v5 January 31, 2018

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EP 2281011 02/27/2013
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EP 2281011 02/27/2013
EP 2281011 02/27/2013
EP 2281011 02/27/2013

49066/0039-15429601v5 January 31, 2018

ÜSA	Targeted Polymer Bioconjugates	12/992,545	2/10/2011		US 2011/0129921 June 2, 2011		
PCT	Micellic Assemblies	PCT/US2009/ 043849	5/13/2009		WO/2009/140429 Nov. 19, 2009		
USA	A Micellic Assemblies	12/992,525	11/12/2010		US 2011/0123636 May 26, 2011	9,339,558 May 17, 2016	
110	A Micellic	15/059,026	3/2/2016		US 2016/0250338	9.662.403	
USA	A Micelic Assemblies	10/009,020	3/2/2010	, de	September 1, 2016	May 30, 2017	
USA	A Micellic Assemblies	15/499,683	4/27/2017		US 2017/0239360 August 24, 2017		
EP	Micellic Assemblies	9747512.3	5/13/2009		EP 2285853 A4 February 23, 2011	EP 2285853 February 27, 2013	
FR	Micellic Assemblies	9747512.3	5/13/2009			EP 2285853 February 27, 2013	
DE	Micellic Assemblies	9747512.3	5/13/2009			EP 2285853 February 27, 2013	

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	IE	Micellic Assemblies	9747512.3	5/13/2009		EP 2285853 February 27, 2013	
	;						
	ΙΤ	Micellic Assemblies	9747512.3	5/13/2009		EP 2285853 February 27, 2013	
40	ES	Micellic Assemblies	9747512.3	5/13/2009	1	EP 2285853 February 27, 2013	
	CH	Micellic Assemblies	9747512.3	5/13/2009		EP 2285853 February 27, 2013	
	GB	Micellic Assembles	9747512.3	5/13/2009		EP 2285853 February 27, 2013	
	AU	Micellic Assemblies	2009246329	5/13/2009		2009246329 2/20/2014 5/13/2029	
	CA	Micellic Assemblies	2,724,014	5/13/2009		ČA2724014 9/13/2016	
	JP	Micellic Assemblies	2011-509671	5/13/2009	**************************************	57555636/5/20 155/13/2029	
	JP	Micellic Assemblies	2015-107802	5/13/2009			
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49066/0039-15429601v5 January 31, 2018

	KR	Micellic Assemblies	10-2010- 7027809	5/13/2009		10-1764427 7/27/2017 5/13/2029	
-	MX	Micellic Assemblies	2010/012239	5/13/2009		315375 11/15/2013 5/13/2029	
	PCT	Polymeric Carrier	PCT/US2009/ 043837	5/13/2009	WO/2009/140421 Nov. 19, 2009		
2.45 2.45 2.50 2.50 2.50 2.50 2.50 2.50 2.50 2.5							
-	USA	Polymeric	12/992,536	11/12/2010	US 2011/0143435	9.006.193	
		Carrier	12/302,000	1012,2010	June 16, 2011	April 14, 2015	
	USA	Polymeric Carrier	14/630,477	2/24/2015	US 2015/0238619 August 27, 2015		
	PCT	Micelles for intracellular Delivery of Therapeutic Agents	PCT/US2009/ 043853	5/13/2009	WO/2009/140432 Nov. 19, 2009		
		Therapeutic					

49066/0039-15429601v5 January 31, 2018

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	USA	Micelles for Intracellular Delivery of	12/992,541	2/8/2011		US 2011/0142951 June 16, 2011		
		Therapeutic Agents						
	PCT	Heterogeneou s Polymeric Micelles for	PCT/US2009/ 043859	5/13/2009		WO/2010/021770 Feb. 25, 2010		
		Intracellular Delivery	-					
	USA	Heterogeneou s Polymeric Micelles for Intracellular Delivery	13/059,946	5/13/2009		US 2012/0021514 January 26, 2012	9,211,250 December 15, 2015	
	PCT	Bispecific Intracellular	PCT/US2009/ 043852	5/13/2009	<u>-</u>	WO/2010/053596 May 14, 2010		
		Delivery Vehicles						
8 H								
	USA	Bispecific Intracellular Delivery Vehicles	13/127,968	5/13/2009		US 2011/0281354 November 17, 2011	8.822,213 September 2, 2014	
10 10 10 10 10 10 10 10 10 10 10 10 10 1	USA	Bispecific Intracellular Delivery	14/173,730	2/5/2014		US 2014/0228516 August 14, 2014	9,220,791 December 29, 2015	73
0.21		Vehicles	-					
	USA	Bispecific Intracellular Delivery Vehicles	14/957,429	12/2/2015		US 2016/0082121 March 24, 2016		

49066/0039-15429601v5 January 31, 2018

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		CA	Bispecific Intracellular	2,742,955	5/13/2009				
	450		Delivery						
			Vehicles						
					3				
		EP	Bispecific	9825146.5	5/13/2009		EP 2352522		
			Intracellular DeliveryVehicl				A1August 10, 2011		
			es				2011		
		PCT	Micelles of		5/13/2009		WO/2010/053597		
			Hydrophilcally Shielded	043860	1 1 1 1		May 14, 2010		
			Membrane-						
			Destabilizing		ģ				
			Copolymers					2	
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-	-					<u>-</u>			
		USA	Micelles of Hydrophilcally	13/127,962	5/13/2009		US 2011/0281934 November 17,		
			Shielded				2011		
			Membrane-						
			Destabilizing Copolymers		Ž.				
			Coppiymero						
		USA	Multiblock	61/177,921	5/13/2009				
			Copolymers		ŀ				
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-		USA	Multiblock	61/243,898	Sept. 18,	<u> </u>			
		00	Copolymers	_ ,	2009				
				DOT# 1000001	1470/0000		WO/2010/054266		
		PCT	Multiblock Copolymers	PCT/US2009/ 063648	11/6/2009		May 14, 2010		
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49066/0039-15429601v5 January 31, 2018

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USA	Multiblock Copolymers	13/127,959	11/6/2009	US 2011/0286957 November 24, 2011		
USA	Multiblock Copolymers	15/254,874	9/1/2016	US 2017/0049801 February 23, 2017		
EP	Multiblock Copolymers	9825524.3	11/6/2009	EP 2364330 A2 September 14, 2011		
FR	Multiblock Copolymers	9825524.3	11/6/2009		EP 2364330 B1 March 25, 2015	
DE	Multiblock Copolymers	9825524.3	11/6/2009		EP 2364330 B1 March 25, 2015	
IE	Multiblock Copolymers	9825524.3	11/6/2009		EP 2364330 B1 March 25, 2015	
IT	Multiblock Copolymers	9825524,3	11/6/2009		EP 2364330 B1 March 25, 2015	- 14 - 14 - 14
ES	Multiblock Copolymers	9825524.3	11/6/2009		EP 2364330 B1 March 25, 2015	
СН	Multiblock Copolymers	9825524.3	11/6/2009		EP 2364330 B1 March 25, 2015	
GB	Multiblock Copolymers	9825524.3	11/6/2009		EP 2364330 B1 March 25, 2015	
AU	Multiblock Copolymers	2009313358	11/6/2009		Patent No. 2009313358 9/19/2013	A. L.

49066/0039-15429601v5 January 31, 2018

	AU	Multiblock Copolymers	2013204152	11/6/2009			
	BR	Multiblock Copolymers	PI09213570	11/6/2009			
-	CA	Multiblock Copolymers	2,742,880	11/6/2009			
	CN	Multiblock Copolymers	20098014815	11/6/2009		ZL2009801481 53,8 3/12/2014 11/6/2029	
Popular	IL.	Multiblock Copolymers	212459	11/6/2009			
	IN	Multiblock Copolymers	3370/DELNP/ 2011	11/6/2009			
	JP	Multiblock Copolymers	2011-534933	11/6/2009		5766611 6/26/2015 11/06/2029	194 633 - 2
	KR	Multiblock Copolymers	10-2011- 7012773	11/6/2009			
	MX	Multiblock Copolymers	2010/004242	11/6/2009		330456 5/29/2015 11/6/2029	
	SG	Multiblock Copolymers	201103187-9	11/6/2009		171100 1/15/2014	

49066/0039-15429601v5 January 31, 2018

ZA	Multiblock Copolymers	2011/03289	11/6/2009		2011/03289 10/30/2013	
USA	End- Functionalized Polymers and Junction- Functionalized Diblock Copolymers Via RAFT Chain Extension with Majeimido- Monomers	61/120,746	12/8/2008			
USA	Omega- Functionalized Polymers, Junction Functionalized Block Copolymers, Polymer Bioconjugates and Radical Chain Extension Polymerization	61/120,756	12/8/2008			
РСТ	Omega- Functionalized Polymers, Junction Functionalized Block Copolymers, Polymer Bioconjugates and Radical Chain Extension Polymerization	PCT/US2009/ 067193	12/8/2009	WO/2010/077678 July 8, 2010		
USA	Omega- Functionalized Polymers, Junction Functionalized Block Copolymers, Polymer Bioconjugates and Radical Chain Extension Polymerization	13/133,355	12/8/2009	US 2011/0305660 December 15, 2011	9,593,169 March 14, 2017	

	LUCA	To	454400 000	0/0/0047	Taken and the second of the	1	<b>6.</b> **** ****	1
	USA	Omega- Functionalized	15/428,063	2/8/2017				
		Polymers,						
		Junction						
		Functionalized Block						
		Copolymers,		1				
		Polymer						
		Bioconjugates and Radical						
		Chain		-				
E C		Extension				at s w	3	
		Polymerization	0.747.000	121212222		13		-
	CA	Omega- Functionalized	2,745,926	12/8/2009			1.4	
		Polymers,						
		Junction						
		Functionalized Block						
		Copolymers,						
		Polymer						
		Bioconjugates and Radical						
		Chain						
		Extension				* . :		
		Polymerization						-
	USA	Hydrophobic Block	61/261,186	11/13/2009		7 N.:		
		Conjugated					\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
		Therapeutic		1				1
		Agents	:	· ·				
	PCT	Hydrophobic	PCT/2010/05	11/12/2010		WO/2011/060281		
		Block	6565			May 19, 2011		
		Conjugated Therapeutic						
		Agents						
	USA	Lludranhabia	13/509,557	5/11/2012		US 2013/0017167		
	USA	Hydrophobic Block	13/309,337	3/1 (/2012		January 17, 2013		
1.0		Conjugated						
		Therapeutic Agents		9				
		Agenta		4				
	USA	Targeting	61/262,512	11/18/2009				
		Monomers and Polymers			100	<b>V</b>		
		Having						
		Targeting						
		Blocks						
	USA	Folate and	61/262516	11/18/2009				
		Folate Analog						
		Targeting Monomers and						
		Polymers						
		Having Folate						
		of Folate Analog						
	l .	Targeting						
		Blocks						

49066/0039-15429601v5 January 31, 2018

PCT	Targeting Monomers and Polymers Having Targeting Blocks	PCT/US2010/ 056993	11/17/2010	WO/2011/062965 May 26, 2011		
USA	Targeting Monomers andPolymers Having TargetingBlock s	13/510,279	5/16/2012	US 2013/0011362Jan uary 10, 2013	9,415,113Augu st 16, 2016	
USA	RNA Targeted to Beta-Catenin	61/718,313	10/25/2012			
PCT	RNA Targeted to Beta-Catenin	PCT/US13/26 624	2/19/2013	WO 2014/065849 May 1, 2014		
USA	RNA Targeted to Beta-Catenin	14/437,923	4/23/2015	US 2015/0291956 October 15, 2015		
USA	RNA Targeted to c-Met	61/751,495	1/11/2013			
PCT	RNA Targeted to c-Met	PCT/US13/26 623	2/19/2013	WO 2014/109780 July 17, 2014		
USA	RNA Targeted to c-Met	14/760,010	7/9/2015	US 2015/0337318 November 26, 2015		
USA	Block Copolymers	61/860,136	7/30/2013			
USA	Block Copolymers	61/868,122	8/21/2013			
PCT	Block Copolymers	PCT/US14/48 839	7/30/2014	WO 2015/017519 February 5, 2015		
USA	Block Copolymers	14/908,351	7/30/2014	US 2016/0206750 July 21, 2016	9,867,885 January 16, 2018	
USA	Block Copolymers	15/827,793	11/30/2017			
ËP	Block Copolymers	14753175	7/30/2014			
AU	Block Copolymers	2014296278	7/30/2014			
CA	Block Copolymers	2919828	7/30/2014			

49066/0039-15429601v5 January 31, 2018

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	USA	Methods, Compositions, and Systems for Delivering Therapeutic and Diagnostic Agents into Cells		1/21/2015		
	USA	Methods, Compositions, and Systems for Delivering Therapeutic and Diagnostic Agents into Cells	62/173,847	6/10/2015		
	USA	Methods, Compositions, and Systems for Delivering Therapeutic and Diagnostic Agents into Cells	62/233,568	9/28/2015		
	PCT	Methods, Compositions, and Systems for Delivering Therapeutic and Diagnostic Agents into Cells	PCT/US16/14 232	1/21/2016	WO/2016/118697 July 28, 2016	
	USA	Methods, Compositions, and Systems for Delivering Therapeutic and Diagnostic Agents into Cells	15/545,302	1/21/2016		
	ΕP	Methods, Compositions, and Systems for Delivering Therapeutic and Diagnostic Agents into Cells	16703407.3	1/21/2016		
	AU	Methods, Compositions, and Systems for Delivering Therapeutic and Diagnostic Agents into Cells	2016209295	1/21/2016		

49066/0039-15429601v5 January 31, 2018

**PATENT** 

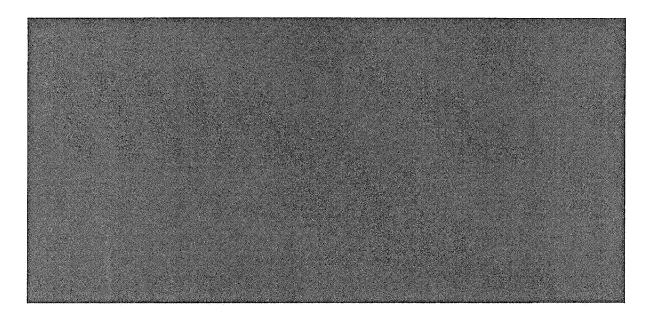
GA	Methods, Compositions,	2,974,503	1/21/2016				
	andSystems for Delivering Therapeutic and Diagnostic Agents into						
	Cells	0.0100=-11					
CN	Methods, Compositions, and Systems for Delivering Therapeutic and Diagnostic Agents into Cells		1/21/2016				
IN	Methods, Compositions, and Systems for Delivering Therapeutic and Diagnostic Agents into Cells	20174702880	1/21/2016			en e	
JP	Methods, Compositions, and Systems for Delivering Therapeutic and Diagnostic Agents into Cells	2017-539356	1/21/2016				
USA	Branched PEG Molecules and Related Compositions and Methods	62/440,941	12/30/2016				
USA	Branched PEG Molecules and Related Compositions and Methods		1/13/2017				
PCT	Branched PEG Molecules and Related Compositions and Methods	PCT/US17/68 841	12/29/2017				
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Schedule 1.1(a) - Patents

49066/0039-15429601v5 January 31, 2018

Schedule 1.3 - Assumed Contracts

49066/0039-15429601v5 January 31, 2018



SCHEDULE 1.3 TO ASSET PURCHASE AGREEMENT

49066/0039-15429601v5 January 31, 2018

### EXHIBIT B

(See attached)

AMERICAS 94472560

# BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of February 2, 2018 by and between Roivant Sciences GmbH, Roivant Hepatology GmbH and Roivant Hepatology, Inc. (collectively, "Buyer"), and PhaseRx, Inc., a Delaware corporation ("Seller," "PhaseRx," or "Debtor"). Each capitalized term used without definition in this Agreement shall have the same meaning given to such capitalized term in that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement").

WHEREAS, pursuant to terms of the Purchase Agreement, Roivant Sciences GmbH has agreed to (a) purchase from Seller and Seller has agreed to cause to be sold, assigned, transferred, conveyed, and delivered to Buyer all of the Seller's right, title and interest to the Acquired Assets set forth on Schedule 1.1 thereto, except as expressly disclaimed by Buyer; and (b) assume, and shall thereafter pay, discharge and perform as and when due all of the Assumed Liabilities.

WHEAREAS, pursuant to section 8.1 of the Purchase Agreement, Roivant Sciences GmbH may designate an affiliated designee or assignee in its place and stead, and if so, such entity shall become the "Buyer" under the Purchase Agreement for all purposes.

WHEREAS, Roivant Sciences GmbH has designated Roivant Hepatology GmbH and Roivant Hepatology, Inc. as the "Buyer" of certain of the Acquired Assets as set forth below.

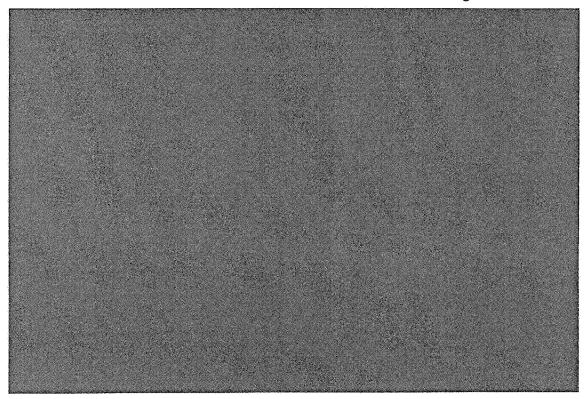
NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the parties hereto agree as follows:

### 1. Sale, Transfer and Assignment of Acquired Assets.

- (a) In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, including Section 5.1 thereof, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Roivant Hepatology GmbH hereby purchases from Seller and Seller hereby sells, assigns, transfers, conveys, and delivers to Roivant Hepatology GmbH all of Seller's right, title and interest in and to the following Acquired Assets free and clear of any Interests:
  - All intellectual property rights, licenses, contractual rights, goodwill, going concern value, rights and claims owned, controlled, leased or licensed by or to Seller, including without limitation:
    - All patent rights owned or controlled by Seller, including without limitation, those listed on Schedule 1.1(a)) of the Purchase Agreement;
    - All patents, patent applications, and trademarks;
    - All data related to nonclinical assets (e.g. study reports, raw data, regulatory interactions);
    - o All filings, correspondences and documents with any Governmental Body;

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- Any confidentiality, nondisclosure, non-solicitation, assignment of inventions or assignment of developments contracts to which the Seller is a party that are not executory contracts; and
- All of Seller's rights, title and interests under (including its rights to enforce) rights under non-disclosure, confidentiality or similar agreements



- 3. Delivery of Transfer Documents. Seller agrees that it shall so far as possible, (i) make and give physical delivery and possession of the Acquired Assets to the Buyer set forth above in accordance with the terms of the Purchase Agreement and this Bill of Sale and (ii) deliver to the Buyer set forth above such deeds, bills of sale, endorsements, consents, assignments and other good and sufficient instruments of conveyance and assignment as the parties and their respective counsel shall deem reasonably necessary or appropriate to vest in the applicable Buyer all of its right, title and interest in, to and under the Acquired Assets.
- 4. Effect of Assignment. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. This Agreement is intended only to effect the sale, assignment, transfer, conveyance and delivery of the Acquired Assets pursuant to the Purchase Agreement and shall be governed by the terms and conditions of the Purchase Agreement. In the event of any conflict between the

164935331 v2 62623300,2 provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

- 5. Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code. For so long as Seller is subject to the jurisdiction of the United States Bankruptcy Court for the District of Delaware (the "Court"), the parties irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Court. After Seller is no longer subject to the jurisdiction of the Court, the parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court located in New Castle County, Delaware.
- 6. <u>Severability</u>. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.
- 7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile or .pdf shall have the same force and effect as delivery of an original executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

164935331 v2 62623300.2

- 3 --

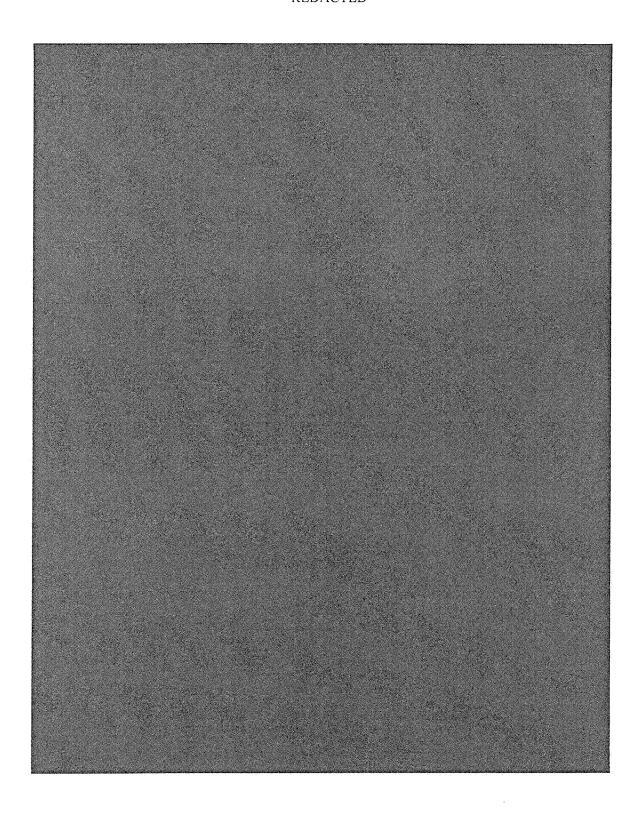
IN WITNESS WHEREOF, each of Buyer and Seller has caused this Bill of Sale and Assignment and Assumption Agreement to be executed and delivered by their respective representatives thereunto duly authorized, all as of the date first above written.

Roivant Scie	nces GmbH					
Ву:	5 Back					
Name:	Sascha Bucher					
Title:	Head of Global Transactions					
Roivant Hepa	tology GmbH					
Ву:	SBall					
Name:	Sascha Bucher					
Title:	Head of Global Transactions					
Roivant Hepa  By: Name: Matthew  Title:CFO	LATELL V					
SELLER:						
OERICELY,						
PhaseRx, Inc.						
Ву:	R					
Vame:	ROBERT OVERELL					
Γitle:	PRETITEM & CEO					

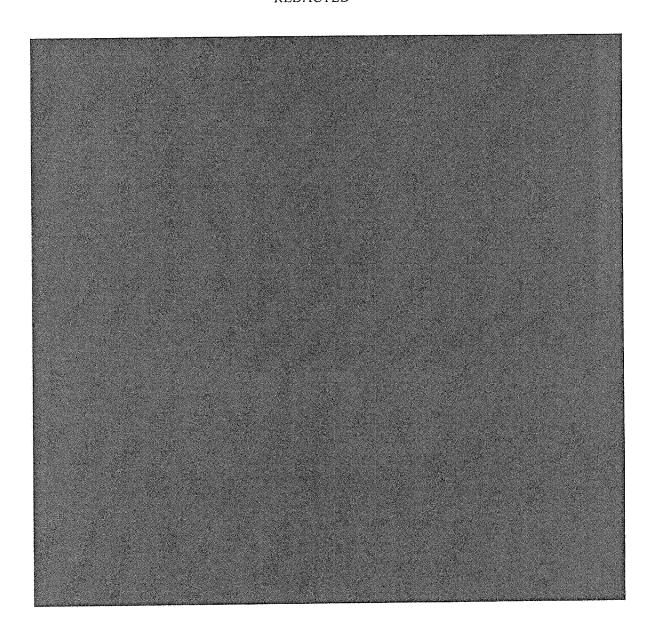
BUYER:

[SIGNATURE PAGE TO BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT]  $62623300.2\,$ 

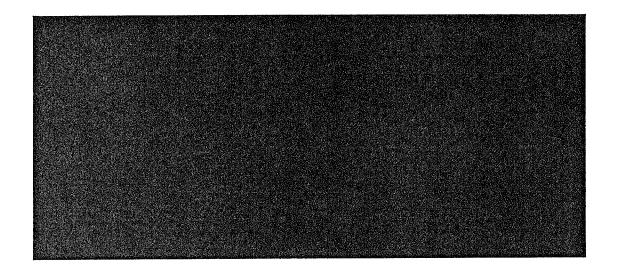
## EXHIBIT C (See attached)



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49066/0039-15429601v5

PATENT REEL: 047689 FRAME: 0465

**RECORDED: 10/12/2018**