

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5353414

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MIHRIBAN TUNA	09/14/2016
FRANCISCA WOLLERTON VAN HORCK	08/23/2016
KATY LOUISE EVERETT	08/23/2016
MIGUEL GASPAR	09/07/2016
MATTHEW KRAMAN	09/02/2016
KATARZYNA KMIECIK	09/14/2016
NATALIE FOSH	11/14/2017
RECEIVING PARTY DATA	
Name:	F-STAR BETA LIMITED
Street Address:	EDDEVA B920
Internal Address:	BABRAHAM RESEARCH CAMPUS
City:	CAMBRIDGE
State/Country:	UNITED KINGDOM
Postal Code:	CB22 3AT
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16311596
CORRESPONDENCE DATA	
Fax Number:	(503)595-5301
<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:	5035955300
Email:	sarah.flugum@klarquist.com
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ATTORNEY DOCKET NUMBER:	6947-101808-01
NAME OF SUBMITTER:	LAUREN E. MITCHELL
SIGNATURE:	/Lauren E. Mitchell/

PATENT

DATE SIGNED:	01/31/2019
Total Attachments: 12 source=101808Assignment#page1.tif source=101808Assignment#page2.tif source=101808Assignment#page3.tif source=101808Assignment#page4.tif source=101808Assignment#page5.tif source=101808Assignment#page6.tif source=101808Assignment#page7.tif source=101808Assignment#page8.tif source=101808Assignment#page9.tif source=101808Assignment#page10.tif source=101808Assignment#page11.tif source=101808Assignment#page12.tif	

ASSIGNMENT OF INVENTION & RELATED INTELLECTUAL PROPERTY RIGHTS

PARTIES

- (1) **TUNA, MIHRIBAN** c/o F-Star Biotechnology Limited, Eddeva B920, Babraham Research Campus, Cambridge CB22 3AT, United Kingdom;
- (2) **WOLLERTON VAN HORCK, FRANCISCA** c/o F-Star Biotechnology Limited, Eddeva B920, Babraham Research Campus, Cambridge CB22 3AT, United Kingdom;
- (3) **EVERETT, KATY LOUISE** c/o F-Star Biotechnology Limited, Eddeva B920, Babraham Research Campus, Cambridge CB22 3AT, United Kingdom;
- (4) **GASPAR, MIGUEL** c/o F-Star Biotechnology Limited, Eddeva B920, Babraham Research Campus, Cambridge CB22 3AT, United Kingdom;
- (5) **KRAMAN, MATTHEW** c/o F-Star Biotechnology Limited, Eddeva B920, Babraham Research Campus, Cambridge CB22 3AT, United Kingdom;
- (6) **KMIECIK, KATARZYNA** c/o F-Star Biotechnology Limited, Eddeva B920, Babraham Research Campus, Cambridge CB22 3AT, United Kingdom,

each an **Inventor** and together the **Inventors** as context dictates;

- (7) **F-STAR BIOTECHNOLOGY LIMITED** incorporated and registered in England & Wales with company number 08067987 whose registered office is at Eddeva B920, Babraham Research Campus, Cambridge CB22 3AT, United Kingdom (the **Employer**); and
- (8) **F-STAR BETA LIMITED** incorporated and registered in England & Wales with company number 09263520 whose registered office is at Eddeva B920, Babraham Research Campus, Cambridge CB22 3AT, United Kingdom (the **Assignee**).

BACKGROUND

- (A) Each Inventor is an inventor of the Invention for which the Patent Applications have been or will be filed. The contributions of the Inventors to the Invention were made in the course of the duties of each Inventor as an employee of the Employer, and either the circumstances were such that an invention might reasonably have been expected to result from the carrying out of those duties, or the nature of those duties was such that the Inventor had a special obligation to further the interests of the Employer's undertaking.
- (B) The Inventors and the Employer believe that, either by operation of law or by virtue of an agreement entered into by each of the Inventors and the Employer before the making of the Invention, the Employer was, at the time

the Invention was made, entitled to the whole of the property in the contributions of the Inventors to the Invention.

- (C) The Employer has assigned or has agreed to assign all its rights, title and interest in, to and arising from the Invention and the Patent Applications to the Assignee.
- (D) In case the Employer for any reason was not, at the time the Invention was made, entitled to the whole of the property in the contributions of the Inventors to the Invention, and in order to provide documentary evidence that the Assignee is the owner of both the legal title and the beneficial interest in the Patent Applications and in any contributions of the Inventors to the Invention, including any further contributions that the Inventors may make to the development or improvement of the Invention, the Inventors and the Employer have agreed to execute this Assignment to assign to the Assignee all their rights, title and interest in, to and arising from the Invention and the Patent Applications on the terms set out in this Assignment.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Assignment.

Future Applications means any future applications claiming priority from the Priority Applications and all matter contained in such future applications.

Invention means the invention or inventions entitled BINDING MEMBERS (1).

Patent Applications means the Priority Applications and the Future Applications and any and all:

- (a) international, national and regional phase applications of all such applications; and
- (b) divisions, continuations and continuations-in-part of all such applications; and
- (c) patents that may be granted pursuant to any of the aforesaid applications for their full period, including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates.

Priority Applications means the priority patent applications, short particulars of which are set out in Part 1 of the Schedule.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. ASSIGNMENT

In consideration of the sum of £1 (sufficiency and receipt of which the Inventors expressly acknowledge), each of the Inventors and the Employer hereby assign absolutely to the Assignee all their right, title and interest in Canada, the United States and all other countries of the world in, to and arising from the Invention and, with effect from immediately prior to the filing of each, the Patent Applications including (but not limited to):

- (a) in respect of the Invention and any invention that shall be disclosed in, and all matter that shall be contained in, any of the Patent Applications, the right to file applications, claim priority from such applications, and prosecute and obtain grant of patent or other intellectual property protection in respect of any country, region or territory in the world;
- (b) in respect of each and any Patent Application:
 - (i) the right to claim priority from and to prosecute and obtain grant of patents; and
 - (ii) the right to file divisional applications based on the Patent Applications and to prosecute and obtain grant of patent on each and any such divisional application;
- (c) the right to extend to, or register in or in respect of any country, region or territory in the world, each and any of the Patent Applications and to extend to or register in, or in respect of, any country, region or territory in the world any patent or other intellectual property protection granted on any of such applications;
- (d) the absolute entitlement to any patents granted pursuant to any Patent Application; and
- (e) the right to bring, make, oppose or defend claims or actions, appeal proceedings and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of the Inventions and the Patent Applications, whether occurring before on or after the date of this Assignment.

3. FURTHER ASSURANCE

Each Inventor and the Employer shall, at the Assignee's cost, perform all further acts and things, and execute all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment, including (but not limited to):

- (a) documents required to be signed by or on behalf of the Inventors or the Employer in the course of any and all Canadian or United States or any other applications which relate to the Invention or to any inventions that shall be disclosed in any of the Patent Applications;

- (b) registration of the Assignee as applicant for, or proprietor of, the Patent Applications; and
- (c) assisting the Assignee in obtaining, defending and enforcing any of the Patent Applications, and assisting with any other proceedings which may be brought by or against the Assignee by any third party or in the resolution of any question concerning the Invention, or the Patent Applications or any inventions that shall be disclosed in any of the Patent Applications.

4. POWER OF ATTORNEY

The Inventors, the Employer and the Assignee grant the firm of Mewburn Ellis LLP the power to insert in Part 2 of the Schedule to this Assignment any further identification of any existing or future patent applications in Canada or the United States or any other countries, regions or territories of the world, which shall fall within the scope of clause 2 above, or as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other patent office for the recordal of this Assignment. It is agreed that Mewburn Ellis LLP has represented only the Assignee and will continue to represent only the Assignee with respect to this Assignment.

5. ISSUE OF PATENTS

The Inventors and the Employer request the US Commissioner of Patents and the relevant authorities in all countries, regions and territories of the world to issue any patents granted for the Invention or pursuant to any of the Patent Applications in the name of the Assignee (either alone or jointly with any co-applicant) in accordance with this Assignment.

6. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

7. COUNTERPARTS

This Assignment may be executed in any number of counterparts, each of which when executed shall constitute an original of this Assignment, but all the counterparts shall together constitute the same agreement.

8. GOVERNING LAW AND JURISDICTION

This Assignment shall be governed by and construed in accordance with the law of England and Wales. The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment.

Schedule: The Patent Applications

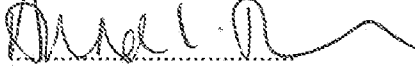
Part 1: Priority Applications

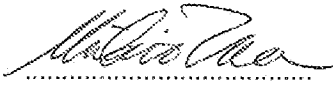
Country	Application No.	Application Date	Title
US	62/352470	20 June 2016	BINDING MEMBERS (1)

Part 2: Identification of some, but not necessarily all, patent applications falling within the scope of clause 2 of this Assignment

Country/region	Application No.	Application Date	Title	Signature for Mewburn Ellis LLP
WO	PCT/EP2017/065052	20 June 2017	BINDING MEMBERS (1)	MEWBURN ELLIS LLP
TW	106120621	20 June 2017	BINDING MEMBERS (1)	MEWBURN ELLIS LLP

Executed by **MIHRIBAN TUNA**
in the presence of:





SIGNATURE OF INVENTOR

SIGNATURE OF WITNESS

NAME: *Anna Eversen*

ADDRESS: *11 Church Street Stapleford Cambridge CB22 5DS*

OCCUPATION: *Solicitor*

DATE: *14 September 2016*

Executed by **FRANCISCA WOLLERTON VAN HORCK**

in the presence of:



Francisca Wollerton

SIGNATURE OF INVENTOR

SIGNATURE OF WITNESS

NAME: *Anna Eversen*

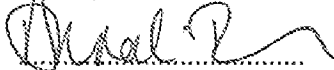
ADDRESS: *11 Church Street Stapleford, Cambridge CB22 5DS*

OCCUPATION: *Solicitor*

DATE: *23 August 2016*

Executed by **KATY LOUISE EVERETT**

in the presence of:



K. Everett

SIGNATURE OF INVENTOR

SIGNATURE OF WITNESS

NAME: *Anna Eversen*

ADDRESS: *11 Church Street Stapleford, Cambridge CB22 5DS*

OCCUPATION: *Solicitor*

DATE: *23 August 2016*

Executed by **MIGUEL GASPAR**

in the presence of:



Miguel Gaspar

SIGNATURE OF INVENTOR

SIGNATURE OF WITNESS

NAME: *Anna*

ADDRESS: *11 Church Street Stapleford, Cambridge CB22 5DS*

OCCUPATION: *Solicitor*

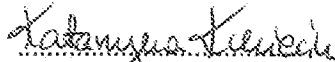
DATE: *7 September 2016*

Executed by **MATTHEW KRAMAN**
in the presence of:


SIGNATURE OF INVENTOR

SIGNATURE OF WITNESS
NAME: *PEDTA*
ADDRESS: *5 QUEENSWAY*
OCCUPATION: *COMMUNICATIONS MANAGER*
DATE: *2nd of SEPTEMBER 2016*

Executed by **KATARZYNA
KMIECIK**
in the presence of:


SIGNATURE OF INVENTOR

SIGNATURE OF WITNESS
NAME: *Mia Eversen*
ADDRESS: *11 Church Street Stapleford, Cambridge CB22 5DS*
OCCUPATION: *Solicitor*
DATE: *14 September 2016*

Executed by **F-STAR
BIOTECHNOLOGY LIMITED**
acting by *John Havens*, a
director, in the presence of:


SIGNATURE OF DIRECTOR

SIGNATURE OF WITNESS
NAME: *Mia Eversen*
ADDRESS: *11 Church Street Stapleford Cambridge - CB22 5DS*
OCCUPATION: *Solicitor*
DATE: *15 September 2016*

Executed by **F-STAR BETA
LIMITED** acting by
John Havens, a director, in
the presence of:


SIGNATURE OF DIRECTOR

SIGNATURE OF WITNESS
NAME: *11 Church Street Stapleford Cambridge - CB22 5DS*
ADDRESS: *Mia Eversen*
OCCUPATION: *Solicitor*
DATE: *15 September 2016*

ASSIGNMENT OF INVENTION & PATENT RIGHTS

Parties

- (1) FOSH, NATALIE (née ALLEN) c/o F-Star Biotechnology Limited, Eddeva 8920, Babraham Research Campus, Cambridge, CB22 3AT, United Kingdom (the "Inventor");
- (2) F-STAR BIOTECHNOLOGY LIMITED incorporated and registered in England & Wales with company number 08067987 whose registered office is at Eddeva 8920 Babraham Research Campus, Cambridge, United Kingdom, CB22 3AT (the "Employer"); and
- (3) F-STAR BETA LIMITED incorporated and registered in England & Wales with company number 09263520 whose registered office is at Eddeva 8920 Babraham Research Campus, Cambridge, United Kingdom, CB22 3AT (the "Assignee").

Agreed terms

1. Definitions

The definitions in this clause apply in this Assignment.

"Completion Applications" means the completion patent applications, short particulars of which are set out in Part 2 of the Schedule.

"Invention" means the invention entitled BINDING MEMBERS (1), being the subject matter of the Priority Application.

"Patent Applications" means the Priority Application, the Completion Applications and any future applications linked by one or more priorities to the Priority Application or the Completion Applications and all matter contained in such applications and any and all:

- (a) national and regional phase applications of all such applications; and
- (b) divisions, continuations and continuations-in-part of all such applications; and
- (c) patents that may be granted pursuant to any of the aforesaid applications for their full period, including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates.

"Priority Application" means the priority patent applications, short particulars of which are set out in Part 1 of the Schedule.

2. Assignment

In consideration of the sum of £1 (sufficiency and receipt of which the Inventor and the Employer expressly acknowledge), the Inventor and the Employer hereby assigns absolutely to the Assignee all their right, title and interest in all countries, regions and territories of the world in, to and arising from the Invention and, with effect from immediately prior to the filing of each, the Patent Applications, including (but not limited to):

- (a) in respect of the Invention and any invention that shall be disclosed in, and all matter that shall be contained in, any of the Patent Applications, the right to file

applications, claim priority from such applications, and prosecute and obtain grant of patent or other intellectual property protection in respect of any country, region or territory in the world;

- (b) In respect of each and any Patent Application:
 - (i) the right to claim priority from and to prosecute and obtain grant of patents; and
 - (ii) the right to file divisional applications based on the Patent Applications and to prosecute and obtain grant of patent on each and any such divisional application;
- (c) the right to extend to, or register in or in respect of any country, region or territory in the world, each and any of the Patent Applications and to extend to or register in, or in respect of, any country, region or territory in the world any patent or other intellectual property protection granted on any of such applications;
- (d) the absolute entitlement to any patents granted pursuant to any Patent Application; and
- (e) the right to bring, make, oppose or defend claims or actions, appeal proceedings and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of the Inventions and the Patent Applications, whether occurring before on or after the date of this Assignment.

3. Further assurance

The Inventor and the Employer shall, at the Assignee's cost, perform all further acts and things, and execute all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment, including (but not limited to):

- (a) documents required to be signed by or on behalf of the Inventor or the Employer in the course of any applications which relate to the Invention or to any inventions that shall be disclosed in any of the Patent Applications;
- (b) registration of the Assignee as applicant for, or proprietor of, the Patent Applications; and
- (c) assisting the Assignee in obtaining, defending and enforcing any of the Patent Applications, and assisting with any other proceedings which may be brought by or against the Assignee by any third party or in the resolution of any question concerning the Invention, or the Patent Applications or any inventions that shall be disclosed in any of the Patent Applications.

4. Right to amend the Schedule

The Inventor, the Employer and the Assignee grant the firm of Mewburn Ellis LLP the right to insert in Part 3 of the Schedule to this Assignment any further identification of any existing or future patent applications in any countries, regions or territories of the world, which shall fall

within the scope of clause 2 above, or as may be necessary or desirable in order to comply with the rules of a patent office for the recordal of this Assignment.

5. Counterparts

This Assignment may be executed in any number of counterparts, each of which when executed shall constitute an original of this Assignment, but all the counterparts shall together constitute the same agreement.

6. Governing law and jurisdiction

This Assignment is governed by the laws of England and Wales and subject to the exclusive jurisdiction of its courts.

Schedule: The Patent Applications

Part 1: Priority Application

Country	Application No.	Application Date	Title
US	62/352470	20/06/2016	BINDING MEMBERS (1)

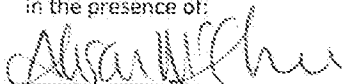
Part 2: Completion Applications

Country/region	Application No.	Application Date	Title
WO	PCT/EP2017/065052	20/06/2017	BINDING MEMBERS (1)
TW	106120621	20/06/2017	BINDING MEMBERS (1)

Part 3: Identification of some, but not necessarily all, patent applications falling within the scope of clause 2 of this Assignment

Country/region	Application No.	Application Date	Title	Signature for Mewburn Ellis LLP

Executed by NATALIE FOSH (née ALLEN)
in the presence of:



SIGNATURE OF WITNESS


NAME: ALISON MCGHEE

ADDRESS: C/O F-STAR BIOTECHNOLOGY LTD, EDDEVA 8920, BABRAHAM RESEARCH CAMPUS,

OCCUPATION: VP, IP

CAMBRIDGE, CB22 3AT

DATE: 14 NOV 2017


SIGNATURE OF INVENTOR

Executed by F-STAR BIOTECHNOLOGY
LIMITED acting by ~~Saur Sauer~~, an
authorised representative, in the presence
of:



SIGNATURE OF WITNESS


NAME: J. STUART NELSON

ADDRESS: F-STAR BIOTECHNOLOGY LIMITED, EDDEVA 8920, BABRAHAM RESEARCH

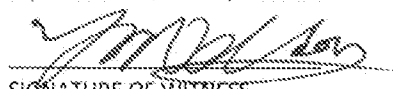
OCCUPATION: PATENT ATTORNEY

CAMBUS, CAMBRIDGE, CB22 3AT,
UNITED KINGDOM

DATE: 19 FEBRUARY 2018


SIGNATURE OF A DIRECTOR

Executed by F-STAR BETA LIMITED acting
by ~~TALBA HASSANI~~ an authorised
representative, in the presence of:



SIGNATURE OF WITNESS

NAME: J. STUART NELSON

ADDRESS: F-STAR BIOTECHNOLOGY LIMITED, EDDEVA 8920, BABRAHAM

OCCUPATION: PATENT ATTORNEY

RESEARCH CAMPUS, CAMBRIDGE,
CB22 3AT, UNITED KINGDOM

DATE: 21 FEBRUARY 2018


SIGNATURE OF A DIRECTOR