PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5360116

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
XYPHOS BIOSCIENCES INC.	12/05/2017

RECEIVING PARTY DATA

Name:	PYLUM BIOSCIENCES, INC.
Street Address:	HARVARD BUSINESS SERVICES, INC., 16192 COASTAL HIGHWAY
Internal Address:	COUNTY OF SUSSEX
City:	LEWES
State/Country:	DELAWARE
Postal Code:	19958

PROPERTY NUMBERS Total: 13

Property Type	Number
Application Number:	14934762
Application Number:	11748432
Application Number:	11929867
Application Number:	12701431
Application Number:	12941717
Application Number:	13797833
Application Number:	13117467
Application Number:	13829725
Application Number:	62076691
Application Number:	61349145
Application Number:	60747299
Application Number:	62245493
Application Number:	11748437

CORRESPONDENCE DATA

Fax Number: (202)293-7860

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: 202-293-7060

Email: ATHOMAS@SUGHRUE.COM, SUGHRUE@SUGHRUE.COM

PATENT REEL: 048238 FRAME: 0699

505313335

Correspondent Name: SUGHRUE MION, PLLC

Address Line 1: 2100 PENNSYLVANIA AVENUE, N.W.

Address Line 2: SUITE 800

Address Line 4: WASHINGTON, D.C. 20037

ATTORNEY DOCKET NUMBER:	A223161
NAME OF SUBMITTER:	ANDREW THOMAS, SECRETARY
SIGNATURE:	/ANDREW THOMAS/
DATE SIGNED:	02/05/2019

Total Attachments: 10

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CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is entered into as of December 5, 2017, by and between Xyphos Biosciences Inc., a Delaware corporation ("Transferor"), and Pylum Biosciences, Inc., a Delaware corporation ("Transferee").

WHEREAS, Transferor desires to reorganize its business, including its corporate structure;

WHEREAS, in connection with the reorganization of its business, Transferor desires to spin out its anti-bacterial business and assets based on its proprietary engineered bacteriocin technology (the "Spin-Out"); and

WHEREAS, in connection with the Spin-Out, Transferor and Transferee desire to enter into this Agreement pursuant to which Transferor will convey the Contributed Assets (as defined below) to Transferee in exchange for Transferee's issuance to Transferor of 5,951,444 shares of common stock, (ii) 1,584,679 shares of the Series A Preferred Stock, (iii) 843,344 shares of the Series B Preferred Stock, (iv) 759,153 shares of the Series C Preferred Stock, (v) 988,924 shares of the Series D Preferred Stock, (vi) 1,308,872 shares of the Series E Preferred Stock (together, the "Shares"), of Transferee (the "Contribution");

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

- 1. **Recitals.** The foregoing recitals are hereby incorporated herein by this reference.
- 2. Contribution; Issuance of Shares. Transferor hereby grants, assigns, transfers, delivers, contributes and conveys to Transferee, free and clear of any liens, claims or encumbrances, and Transferee hereby acquires and accepts from Transferor, all of Transferor's right, title and interest in, to and under the assets set forth on Schedule A (the "Contributed Assets"). Transferee hereby agrees and acknowledges that immediately upon the delivery of the Contributed Assets to Transferee, Transferee shall issue and deliver the Shares to Transferor, free and clear of any liens, claims and encumbrances and shall take any and all action to cause the records of Transferee to reflect such issuance.
- 3. Assumed Liabilities; Acceptance of Contribution. Subject to the terms of this Agreement, the Transferor hereby grants, sells, conveys, transfers, sets over, delivers and assigns unto the Transferee, all of Transferor's legal and equitable rights, privileges, interest and duties in and to the obligations, commitments and liabilities exclusively or primarily resulting from, relating to or arising out of the Contributed Assets and listed on Schedule B (collectively, the "Assumed Liabilities"). Transferee hereby accepts the foregoing contribution, transfer, assignment, conveyance and delivery, and assumes and agrees to pay, discharge and perform, as and when due, the Assumed Liabilities. Nothing contained herein shall prevent Transferee or its affiliates from contesting in good faith any of the Assumed Liabilities with any third-party obligee.

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- 4. **Further Assurances.** Transferor and Transferee mutually agree to cooperate at all times from and after the date hereof with respect to any of the matters described herein, and to execute such other deeds, bills of sale, assignments, releases, assumptions, notifications, or other documents as may be reasonably requested in order to vest in Transferee all right, title and interest in and to the Contributed Assets and the Assumed Liabilities, and otherwise in order to carry out the purpose and intent of this Agreement and for the purpose of giving effect to, evidencing, or giving notice of the transactions evidenced by this Agreement.
- 5. **Power of Attorney.** Transferor hereby appoints, effective as of the date hereof, Transferee and its successors and permitted assigns as the true and lawful attorney-in-fact of Transferor, and any successor of Transferor, with full power of substitution in the name of Transferor, to take any and all steps necessary or appropriate in connection with the transfer of the Contributed Assets pursuant to the Spin-Out and to execute and deliver all documents and other instruments, and to do and accomplish all other acts or things necessary or appropriate in connection with the transfer of the Contributed Assets pursuant to the Spin-Out.
- 6. **Representations and Warranties of Transferee.** Transferee represents and warrants to Transferor and the stockholders of Transferor that:
- a) Transferee is duly organized, validly existing and in good standing under the laws of Delaware;
- b) upon issuance, the Shares shall be fully paid, validly issued and non-assessable, and shall represent 100% of the issued and outstanding capital stock of Transferee;
- c) Transferee has all necessary power and capacity and is otherwise legally entitled to enter into this Agreement and to issue the Shares to the stockholders of Transferor, on the terms and conditions set out in this Agreement;
- d) the execution, delivery and performance by Transferee of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action of Transferee; and
- e) Transferee has duly executed and delivered this Agreement and this Agreement is a legal, valid and binding obligation of Transferee, enforceable against Transferee in accordance with its terms.
- 7. **Representations and Warranties of Transferor.** Transferor represents and warrants to Transferee that:
- a) Transferor is duly organized, validly existing and in good standing under the laws of Delaware;

- b) Transferor has all necessary power and capacity and is otherwise legally entitled to enter into this Agreement and to consummate the Contribution, on the terms and conditions set out in this Agreement;
- c) the execution, delivery and performance by Transferor of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by Transferor;
- d) Transferor owns and has good title to all of the Contributed Assets free and clear of all liens, claims and encumbrances; and
- e) Transferor has duly executed and delivered this Agreement and this Agreement is a legal, valid and binding obligation of Transferor, enforceable against Transferor in accordance with its terms.
- 8. Construction. This Agreement (a) shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives and assigns, (b) shall not be altered, amended, modified, terminated or discharged orally and no revisions hereof shall be effective except by an instrument in writing signed by each of Transferee and Transferor, (c) may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same document, and (d) is intended to be solely for the benefit of the parties hereto and their successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any other third party not a signatory hereto, except as explicitly provided with respect to the stockholders of Transferor, and (e) may be executed by facsimile, and shall be binding upon any party who or which so executes.
- 9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its rules regarding conflicts of law

[signatures appear on following page]

-3-

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

TRANSFEROR:

Xyphos Biosciences, Inc.

Name: James L. Knighton-

Title: President

TRANSFEREE:

Pylum Biosciences, Inc.

By: ________Name: /ames L. Knighton

Title: President

Schedule A Contributed Assets

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B. Material Agreements

Zoetis - evaluation and license option agreement 8/16/2013 Zoetis - first amendment 8/6/2015	Collaboration Agreements Company or entity Date of agreement	Company or entity EMD Millipore 2/15/2017
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Zoetis - third amendment
1/28/2017

Grants	
Company or entity	Date of agreement
Cleveland VA - CRADA	3/26/2014
NIAID - R21	11/25/2015
Non-disclosure agreements	
Company or entity	Date of agreement
Assembly Biosciences, Inc.	1/17/2017
Bio Vectra Inc.	7/12/2016
Cargill, Incorporated	2/3/2017
EMD Millipore Corporation	11/7/2016
KBI Biopharma, Inc.	7/7/2016
Computational and Systems Biology scari	H H! A C! #* C A C
Professor Glenn Gulak	9/8/2017
Seventure Partners	3/21/2017
Xellia Ltd.	2/1/2017

Schedule B

Assumed Liabilities

1. Liabilities of any kind, character or nature whatsoever (whether known or unknown, express or implied, primary or secondary, direct or indirect, accrued, fixed, absolute, liquidated, contingent, determined, determinable, matured, unmatured or otherwise, and whether arising or to be performed prior to, on or after the Closing Date) relating to the Contracts listed on Schedule A to this Agreement (other than liabilities of Transferor relating to breaches or violations).

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