

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5446572

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SPACEFILL ENTERPRISES, LLC	02/13/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	VIBLIOME THERAPEUTICS, LLC	
<b>Street Address:</b>	533 EAST MENDENHALL ST	
<b>City:</b>	BOZEMAN	
<b>State/Country:</b>	MONTANA	
<b>Postal Code:</b>	59715	
<b>PROPERTY NUMBERS Total: 6</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	16240219	
<b>Application Number:</b>	62742676	
<b>Application Number:</b>	62745595	
<b>Patent Number:</b>	9221805	
<b>Patent Number:</b>	9833455	
<b>Application Number:</b>	62637031	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(617)607-9200	
<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>		
<b>Phone:</b>	(617) 449-6509	
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<b>Correspondent Name:</b>	MCCARTER & ENGLISH, LLP	
<b>Address Line 1:</b>	265 FRANKLIN STREET	
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110	
<b>ATTORNEY DOCKET NUMBER:</b>	122097*	
<b>NAME OF SUBMITTER:</b>	MICHAEL J. DEGRAZIA, PH.D.	
<b>SIGNATURE:</b>	/Michael J. DeGrazia, Ph.D./	
<b>DATE SIGNED:</b>	03/28/2019	
<b>Total Attachments: 18</b>		

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## CONTRIBUTION, EXCHANGE AND UNIT ISSUANCE AGREEMENT

This Contribution, Exchange and Unit Issuance Agreement (the “**Agreement**”) is made this 13th day of February 2019 (“the **Effective Date**”), between Vibliome Therapeutics, LLC, a Delaware limited liability company (the “**Company**”), Gary Flynn (“**Flynn**”), and Spacefill Enterprises, LLC, an Arizona limited liability company (the “**Holder**”).

WHEREAS, in connection with the formation of the Company, Holder wishes to contribute certain intellectual property and other assets that are currently held by Holder, in exchange for the issuance to Holder of the Units (as defined below).

WHEREAS, the parties intend that such contribution (further defined below as the “**Contribution**”) be treated as a tax-free transfer under Section 721 of the Internal Revenue Code of 1986, as amended, and comparable provisions of applicable state and local income tax law.

NOW, THEREFORE, for valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

### 1. Contribution, Exchange and Issuance of Units.

(a) On the Effective Date, and as an integral part of the transactions contemplated by this Agreement, the Holder is contributing certain intellectual property and other assets that are currently held by Holder pursuant to the Asset Contribution Agreement attached hereto as Exhibit B (such transaction, the “**Contribution**”).

(b) In exchange for the contribution of assets pursuant to the Contribution, the Company shall issue to the Holder, pursuant to the terms and conditions of this Agreement, a total of 396,030 Common Units of the Company (the “**Units**”). As used in this Agreement, the term “Units” includes the Units issued under this Agreement and all securities received (a) in replacement of the Units, (b) as a result of unit dividends or unit splits with respect to the Units, and (c) in replacement of the Units in a merger, recapitalization, reorganization or similar corporate transaction.

(c) The Holder acknowledges and agrees that the Units shall be subject to the restrictions on transfer set forth in Section 3 of this Agreement.

### 2. Certain Definitions.

(a) “**Approved Relatives**” means Flynn’s spouse, children (natural or adopted), parents, stepparent, grand parent, mother in law, father in law, daughter in law, son in law, siblings (and siblings’ children and spouse), grandchildren and any other relatives approved by the Board of Managers.

(b) “**Board of Managers**” means the Manager(s) or Board of Directors (acting as Managers) of the Company.

(c) “**LLC Agreement**” means the Limited Liability Company Agreement of the Company, dated as of the Effective Date, by and among the Company, the Holder and the other members named therein, as such agreement may be amended and/or restated from time to time.

3. Restrictions on Transfer.

(a) The Holder shall not transfer any Units, or any interest therein, except in accordance with the terms of the LLC Agreement and Section 4 below.

4. Right of First Refusal.

(a) If the Holder proposes to transfer any Units that are not subject to the LLC Agreement, then the Holder shall first give written notice of the proposed transfer (the “**Transfer Notice**”) to the Company. The Transfer Notice shall name the proposed transferee and state the number of such Units the Holder proposes to transfer (the “**Offered Units**”), the price per unit and all other material terms and conditions of the transfer.

(b) For 30 days following its receipt of such Transfer Notice, the Company shall have the option to purchase all or part of the Offered Units at the price and upon the terms set forth in the Transfer Notice. In the event the Company elects to purchase all or part of the Offered Units, it shall give written notice of such election to the Holder within such 30-day period. Within 10 days after the Holder’s receipt of such notice, the Holder shall tender to the Company at its principal offices the certificate or certificates representing the Offered Units to be purchased by the Company, duly endorsed in blank by the Holder or with duly endorsed unit powers attached thereto, all in a form suitable for transfer of the Offered Units to the Company. Promptly following receipt of such certificate or certificates, the Company shall deliver or mail to the Holder a check in payment of the purchase price for such Offered Units; provided that if the terms of payment set forth in the Transfer Notice were other than cash against delivery, the Company may pay for the Offered Units on the same terms and conditions as were set forth in the Transfer Notice; and provided further that any delay in making such payment shall not invalidate the Company’s exercise of its option to purchase the Offered Units.

(c) If the Company does not elect to acquire all of the Offered Units, the Holder may, within the 30-day period following the expiration of the option granted to the Company under subsection (b) above, transfer the Offered Units which the Company has not elected to acquire to the proposed transferee, provided that such transfer shall not be on terms and conditions more favorable to the transferee than those contained in the Transfer Notice. Notwithstanding any of the above, all Offered Units transferred pursuant to this Section 4 shall remain subject to this Agreement (including without limitation the restrictions on transfer set forth in Section 3 and the right of first refusal set forth in this Section 4) and such transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement.

(d) After the time at which the Offered Units are required to be delivered to the Company for transfer to the Company pursuant to subsection (b) above, the Company shall not pay any dividend to the Holder on account of such Offered Units or permit the Holder to exercise

any of the privileges or rights of a unitholder with respect to such Offered Units, but shall, insofar as permitted by law, treat the Company as the owner of such Offered Units.

(e) The following transactions shall be exempt from the provisions of this Section 4:

(1) a transfer of Units to or for the benefit of any Approved Relatives, or to a trust established solely for the benefit of Flynn and/or Approved Relatives;

(2) any transfer pursuant to an effective registration statement filed by the Company under the Securities Act of 1933, as amended (the "**Securities Act**"); and

(3) the sale of all or substantially all of the outstanding Units of the Company (including pursuant to a merger or consolidation);

provided, however, that in the case of a transfer pursuant to clause (1) above, such Units shall remain subject to this Agreement (including without limitation the restrictions on transfer set forth in Section 3 and the right of first refusal set forth in this Section 4) and such transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement.

(f) The Company may assign its rights to purchase Offered Units in any particular transaction under this Section 4 to one or more persons or entities.

(g) The provisions of Section 4 shall terminate upon the earlier of the following events:

(1) the closing of the sale of common equity in an underwritten public offering pursuant to an effective registration statement filed by the Company or its successor under the Securities Act; or

(2) a Change of Control.

(h) The Company shall not be required (1) to transfer on its books any of the Units which shall have been sold or transferred in violation of any of the provisions set forth in this Agreement, or (2) to treat as owner of such Units or to pay dividends to any transferee to whom any such Units shall have been so sold or transferred.

#### 5. Agreement in Connection with Initial Public Offering.

The Holder agrees, in connection with the initial underwritten public offering of the common equity of the Company or its successor pursuant to a registration statement under the Securities Act, (i) not to (a) offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any Company units or any securities convertible into or exercisable or exchangeable for Company units or (b) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of Company units, whether any transaction described in clause (a) or

(b) is to be settled by delivery of Company units or other securities, in cash or otherwise, during the period beginning on the date of the filing of such registration statement with the Securities and Exchange Commission and ending 180 days from the date of the final prospectus relating to the offering (plus up to an additional 34 days to the extent requested by the managing underwriters for such offering in order to address FINRA Rule 2241 or NYSE Rule 472(f)(4) or any similar successor provision), and (ii) to execute any agreement reflecting clause (i) above as may be requested by the Company or the managing underwriters at the time of such offering. The Company may impose stop-transfer instructions with respect to the Company units or other securities subject to the foregoing restriction until the end of the "lock-up" period.

6. Restrictive Legends.

If the Company issues certificates representing Units, then it shall have affixed thereto legends in substantially the following form, in addition to any other legends that may be required under federal or state securities laws:

"The units represented by this certificate are subject to restrictions on transfer and an option to purchase set forth in a certain Contribution, Exchange and Unit Issuance Agreement between the corporation and the registered owner of these units (or such owner's predecessor in interest), and such Agreement is available for inspection without charge at the office of the Secretary of the corporation."

"The Units represented by this certificate have not been registered under the Securities Act of 1933, as amended, and may not be sold, transferred or otherwise disposed of in the absence of an effective registration statement under such Act or an opinion of counsel satisfactory to the corporation to the effect that such registration is not required."

7. Adjustments for Unit Splits, Dividends, etc.

(a) If from time to time there is any unit split, unit dividend, unit distribution or other reclassification of the capital units of the Company that applies to the Units, any and all new, substituted or additional securities to which the Holder is entitled by reason of the Holder's ownership of the Units shall be immediately subject to the restrictions on transfer and the other provisions of this Agreement in the same manner and to the same extent as the Units.

(b) Upon the occurrence of any merger or consolidation of the Company with or into another entity, as a result of which all of the Common Units of the Company is converted into or exchanged for the right to receive cash, securities or other property or any exchange of all of the Common Units of the Company for cash, securities or other property pursuant to a unit exchange transaction, the rights of the Company hereunder shall inure to the benefit of the Company's successor and shall apply to the cash, securities or other property which the Units were converted into or exchanged for pursuant to such transaction in the same manner and to the same extent as they applied to the Units under this Agreement. If, in connection with such a transaction, a portion of the cash, securities and/or other property received upon the conversion or exchange of the Units is to be placed into escrow to secure indemnification or similar obligations, the mix

between the vested and unvested portion of such cash, securities and/or other property that is placed into escrow shall be the same as the mix between the vested and unvested portion of such cash, securities and/or other property that is not subject to escrow.

8. Investment Representations.

The Holder represents, warrants and covenants as follows:

(a) The Holder is purchasing the Units for Holder's own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Units in violation of the Securities Act, or any rule or regulation under the Securities Act.

(b) The Holder has had such opportunity as Holder has deemed adequate to obtain from representatives of the Company such information as is necessary to permit him to evaluate the merits and risks of Holder's investment in the Company.

(c) The Holder has sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Units and to make an informed investment decision with respect to such purchase.

(d) The Holder can afford a complete loss of the value of the Units and is able to bear the economic risk of holding such Units for an indefinite period.

(e) The Holder understands that (i) the Units have not been registered under the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act; (ii) the Units cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available; (iii) in any event, the exemption from registration under Rule 144 will not be available for at least one year and even then will not be available unless a public market then exists for the Units, adequate information concerning the Company is then available to the public, and other terms and conditions of Rule 144 are complied with; and (iv) there is now no registration statement on file with the Securities and Exchange Commission with respect to any unit of the Company and the Company has no obligation or current intention to register the Units under the Securities Act.

9. Miscellaneous.

(a) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(b) Waiver. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any instance, by the Board of Managers of the Company.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Holder and their respective heirs, executors, administrators, legal

representatives, successors and assigns, subject to the restrictions on transfer set forth in Sections 3 and 4 of this Agreement.

(d) Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or five days after deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party hereto at the address shown beneath his or her or its respective signature to this Agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 9 (d).

(e) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(f) Entire Agreement. This Agreement, together with the Asset Contribution Agreement attached hereto as Exhibit A, constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, relating to the subject matter of this Agreement.

(g) Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company, Flynn, and the Holder.

(h) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware without regard to any applicable conflict of law principles.

(i) Holder's Acknowledgments. The Holder acknowledges that he or she: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of the Holder's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; (iv) is fully aware of the legal and binding effect of this Agreement; (v) understands that the law firm of Cooley LLP is acting as counsel to the Company in connection with the transactions contemplated by the Agreement and is not acting as counsel for the Holder and (vi) understands that the law firm of Fenwick & West LLP is acting as counsel to certain investors in the Company in connection with the transactions contemplated by the Agreement and is not acting as counsel for the Holder.

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, the parties hereto have executed the Contribution, Exchange and Unit Issuance Agreement as of the date and year first above written.

**COMPANY:**

**VIBLIOME THERAPEUTICS, LLC**

By: Robert Goodwin

Its: Chief Executive Officer

Name: Robert Goodwin

**HOLDER:**

**SPACEFILL ENTERPRISES, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Name: \_\_\_\_\_

**FLYNN:**

\_\_\_\_\_  
**GARY FLYNN**

**SIGNATURE PAGE TO UNIT RESTRICTION AGREEMENT (SPACEFILL)**

IN WITNESS WHEREOF, the parties hereto have executed the Contribution, Exchange and Unit Issuance Agreement as of the date and year first above written.

**COMPANY:**

**VIBLIOME THERAPEUTICS, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Name: \_\_\_\_\_

**HOLDER:**

**SPACEFILL ENTERPRISES, LLC**

By: Gary Flynn \_\_\_\_\_

Its: President \_\_\_\_\_

Name: Gary Flynn \_\_\_\_\_

**FLYNN:**

Gary Flynn \_\_\_\_\_

**GARY FLYNN**

**SIGNATURE PAGE TO UNIT RESTRICTION AGREEMENT (SPACEFILL)**

**EXHIBIT A**

**Asset Contribution Agreement**

## **ASSET CONTRIBUTION AGREEMENT**

This Asset Contribution Agreement (this “**Agreement**”) is made and entered into effective as of February \_\_, 2019 (the “**Effective Date**”) by and between Vibliome Therapeutics, LLC, a Delaware limited liability company (the “**Company**”), Spacefill Enterprises, LLC, an Arizona limited liability company (“**Spacefill LLC**”), and, solely for purposes of Section 2(b) hereof, Vibliome Legacy Sub, Inc., a Delaware corporation (“**Vibliome Inc.**”). Spacefill LLC is sometimes referred to herein as an “**Assignor**”.

A. Spacefill LLC currently owns, free and clear of any encumbrances other than the License Agreement (as defined below), all right, title and interest in and to the patents and patent applications listed on Attachment 1 (the “**Patent Rights**”), and also holds, or may hold, certain right, title and interest in and to the Technology (as defined below).

B. Spacefill LLC has granted a license to Vibliome Inc. for certain of the Patent Rights pursuant to an Exclusive License Agreement entered into effective as of October 18, 2017 (the “**License Agreement**”).

C. Assignor wishes to contribute and assign to the Company the Assigned Assets (which, as defined below, include the Patent Rights, Technology and Spacefill LLC’s rights and obligations under the License Agreement) in connection with and exchange for the Company’s issuance to Spacefill LLC of 396,030 units of the Company’s Common Units (the “**Units**”), pursuant to that certain Contribution, Exchange and Unit Issuance Agreement dated of even date herewith (the “**Unit Agreement**”).

NOW THEREFORE, the parties hereby agree as follows:

**1. Certain Definitions.** As used herein, the following terms will have the meanings set forth below:

1.1 **Technology.** The term “**Technology**” means all know how, software, drawings, designs, technology, ideas, processes, formulas, compositions, data, techniques, improvements, inventions (whether patentable or not), works of authorship, trade secrets, domain names, URLs, web sites, unique names, logos, business and product development plans, market studies, financial projections, and all other information and items relating to the business conducted to date by Spacefill LLC and/or proposed to be conducted by the Company following the Effective Date, including, without limitation, the business of researching and developing kinase-based therapeutic drug products.

1.2 **Derivative.** The term “**Derivative**” means: (a) any derivative work of the Technology (as defined in Section 101 of the U.S. Copyright Act); (b) all improvements, modifications, alterations, adaptations, enhancements and new versions of the Technology (the “**Technology Derivatives**”); and (c) all technology, inventions, products or other items that, directly or indirectly, incorporate, or are derived from, any part of the Technology or any Technology Derivative.

1.3 Intellectual Property Rights. The term “**Intellectual Property Rights**” means, collectively, all worldwide patents and patent applications, including but not limited to the Patent Rights identified on Attachment 1 hereto, patent rights, copyrights, copyright registrations, moral rights, trade names, trademarks, service marks, domain names and registrations and/or applications for all of the foregoing, trade secrets, know-how, rights in trade dress and packaging, goodwill and all other intellectual property rights and proprietary rights relating in any way to the Technology, any Derivative or any Embodiment, whether arising under the laws of the United States of America or the laws of any other state, country or jurisdiction.

1.4 Embodiment. The term “**Embodiment**” means all documentation, drafts, papers, designs, schematics, diagrams, models, prototypes, data, manuscripts and other items describing all or any part of the Technology, any Derivative, any Intellectual Property Rights or any information related thereto or in which all of any part of the Technology, any Derivative, any Intellectual Property Right or such information is set forth, embodied, recorded or stored.

1.5 Assigned Assets. The term “**Assigned Assets**” refers, collectively, to the Technology, all Derivatives, all Intellectual Property Rights (including the Patent Rights) and all Embodiments, collectively, and Spacefill LLC’s rights and obligations under the License Agreement.

**2. Assignment and Contribution**. In connection with and exchange for the issuance by the Company to Spacefill LLC of the Units:

(a) Spacefill LLC hereby irrevocably contributes, assigns, transfers, releases and conveys to the Company, and its successors and assigns, Assignor’s entire right, title and interest in and to the Technology, all Derivatives, all Intellectual Property Rights (including the Patent Rights) and all Embodiments. Spacefill LLC agree to deliver all Embodiments to the Company at a location designated by the Company promptly following the date of this Agreement.

(b) Spacefill LLC hereby assigns and transfers to the Company all of Spacefill’s rights and obligations under the License Agreement. Vibliome Inc., Spacefill LLC and the Company hereby consent to such assignment and transfer, and agree that such assignment and transfer is intended to function as a novation. In furtherance thereof, Vibliome Inc., Spacefill LLC and the Company agree that on and after the Effective Date, (i) Spacefill LLC shall no longer be considered a party to the License Agreement, (ii) the License Agreement shall be construed as if the Company (rather than Spacefill LLC) was a named party to the License Agreement and (iii) all references in the License Agreement to Spacefill LLC shall be construed as references to the Company.

### **3. Assignor Representations and Warranties.**

(a) Assignor represents and warrants to the Company that Assignor is the sole owner, inventor and/or author of, and that Assignor owns, and can (acting together with the other Assignors) grant exclusive right, title and interest in and to, each of the Assigned Assets and that none of the Assigned Assets are subject to any dispute, claim, prior license or other agreement, assignment, lien or rights of any third party, or any other rights that might interfere with the Company's use, or exercise of ownership of, any Assigned Asset. Assignor further represents and warrants to the Company that the Assigned Assets are free of any claim of any prior employer or third-party client of Assignor or any school, university or other institution Assignor attended, and that Assignor is not aware of any claim by any third party to any rights of any kind in or to any of the Assigned Asset. Assignor agrees to immediately notify the Company upon becoming aware of any such claims.

(b) All consents, approvals, authorizations and orders required for (i) the execution and delivery of this Agreement and (ii) the transfer and contribution of the Assigned Assets as contemplated hereby, have each been obtained and are in full force and effect, including without limitation any consent from the Spacefill LLC's managers and/or members, as applicable that may be required under Spacefill LLC's operating agreement or other governing documents.

(c) Assignor has full legal right, power and authority to enter into and perform its obligations under this Agreement and to assign and transfer its interests in and to the Assigned Assets under this Agreement. This Agreement constitutes a valid and binding obligation of Assignor enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

**4. Further Assurances.** The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Assignor further agrees, promptly upon request of the Company, or any of its successors or assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, application for any Intellectual Property Right or other intellectual property right protection, or any other papers which may be necessary or desirable to fully secure to the Company, its successors and assigns, all right, title and interest in and to each of the Assigned Assets, and to cooperate and assist in the prosecution of any opposition proceedings involving said rights and any adjudication of the same. Further, Assignor agrees never to assert any claims, rights or moral rights in or to any of the Assigned Assets.

### **5. General Provisions.**

5.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to that body of laws pertaining to conflict of laws.

5.2 Successors and Assigns; Assignment. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company. An assignment by operation of law includes, without limitation, (a) a merger, reorganization, consolidation or other transaction in which the shareholders of such party before such merger, reorganization, consolidation or other transaction own less than fifty percent (50%) of the outstanding voting equity securities of the surviving entity, (b) a sale or other transfer of all or substantially all of the assets of such party, or (c) a transfer of more than fifty percent (50%) of the outstanding voting equity securities of such party in one transaction or a series of related transactions.

5.3 Notices. Any and all notices required or permitted to be given to a party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed to provide such party sufficient notice under this Agreement on the earliest of the following: (a) at the time of personal delivery, if delivery is in person; (b) one (1) day after deposit with an express overnight courier for United States deliveries, or two (2) days after such deposit for deliveries outside of the United States, with proof of delivery from the courier requested; or (c) three (3) days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries. All notices for delivery outside the United States will be sent by express courier. All notices not delivered personally will be sent with postage and/or other charges prepaid and properly addressed to the party to be notified at the address set forth below the signature lines of this Agreement, or at such other address as such other party may designate by one of the indicated means of notice herein to the other parties hereto.

5.4 Titles and Headings. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. Unless otherwise specifically stated, all references herein to "sections" and "exhibits" will mean "sections" and "exhibits" to this Agreement.

5.5 Severability. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. Notwithstanding the foregoing, if the value of this Agreement based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

5.6 Amendment and Waivers. This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a

writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

5.7 Entire Agreement. This Agreement and the documents referred to herein, including but not limited to the Unit Agreement, constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

5.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

5.9 Facsimile Signatures. This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



**IN WITNESS WHEREOF**, the undersigned have executed this Asset Contribution Agreement effective as of the date and year first above written.

**“COMPANY”**

**VIBLIOME THERAPEUTICS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**“ASSIGNOR”**

**SPACEFILL ENTERPRISES, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**“VIBLIOME INC.”**

**VIBLIOME THERAPEUTICS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**Attachment 1**  
**Patent Rights**

<b>Patent or Application Number</b>	<b>Title</b>	<b>Current Assignee (as of the Effective Date)</b>
<b>9,221,805</b>	<b>PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS</b>	<b>Spacefill Enterprises, LLC</b>
<b>9,833,455</b>	<b>PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS</b>	<b>Spacefill Enterprises, LLC</b>
<b>2739143 (European Patent Convention)</b>	<b>PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS</b>	<b>Spacefill Enterprises, LLC</b>
<b>2739143 (France)</b>	<b>PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS</b>	<b>Spacefill Enterprises, LLC</b>

<b>Patent or Application Number</b>	<b>Title</b>	<b>Current Assignee (as of the Effective Date)</b>
<b>2739143 (United Kingdom)</b>	<b>PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS</b>	<b>Spacefill Enterprises, LLC</b>
<b>2739143 (Ireland)</b>	<b>PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS</b>	<b>Spacefill Enterprises, LLC</b>
<b>2739143 (Germany)</b>	<b>PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS</b>	<b>Spacefill Enterprises, LLC</b>
<b>16/240219</b>	<b>PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS</b>	<b>Spacefill Enterprises, LLC</b>
<b>62/637031</b>	<b>PREPARATION AND UTILITIES OF SELECTIVE SMALL MOLECULE KINASE INHIBITORS</b>	<b>Spacefill Enterprises, LLC</b>

Patent or Application Number	Title	Current Assignee (as of the Effective Date)
62/742676	METHODS FOR TREATING RESISTANT CANCERS AND OTHER DISEASES	Spacefill Enterprises, LLC
62/745595	METHODS OF TREATING RESISTANT CANCERS AND RELATED CONDITIONS	Spacefill Enterprises, LLC

**PATENT**

**REEL: 048730 FRAME: 0626**

**RECORDED: 03/28/2019**

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