505410342 04/04/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5457132

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
LAUREL VENTURE CAPITAL LTD.	03/27/2019

RECEIVING PARTY DATA

Name:	LAUREL THERAPEUTICS LTD.
Street Address:	NO. 176 ZIXIA STREET, XIHU DISTRICT
Internal Address:	8TH FLOOR, BUILDING #4, HANGZHOU INTERNET INNOVATION PARK
City:	HANGZHOU, ZHEJIANG
State/Country:	CHINA
Postal Code:	310000

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	8921562
Patent Number:	9139528
Patent Number:	9315462
Patent Number:	9433618
Patent Number:	9856219
Application Number:	15823759
Patent Number:	8673961
Patent Number:	8957105
Patent Number:	9180119
Patent Number:	9498466
Patent Number:	9814700
Application Number:	15728653
Application Number:	15758749

CORRESPONDENCE DATA

Fax Number:

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.

Email: lzheng@zhengkarg.com

Correspondent Name: LIHUA ZHENG

PATENT REEL: 048787 FRAME: 0883

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	5 PENN PLAZA, 23RD FLOOR NEW YORK, NEW YORK 10001			
ATTORNEY DOCKET NUMBER:		LVC		
NAME OF SUBMITTER:		LIHUA ZHENG		
SIGNATURE:		/Lihua Zheng, reg. no. 62269/		
DATE SIGNED:		04/04/2019		
Total Attachments: 13 source=LVC to LT_Intellectual Property Assignment Agreement_3.26.2019#page1.tif				

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "IP Assignment"), dated as of March 27, 2019, is made by Laurel Venture Capital Ltd. ("Seller"), in favor of Laurel Therapeutics Ltd. ("Buyer"), the purchaser of certain assets of Seller pursuant to certain buy-sell agreement.

WHEREAS, pursuant to an asset purchase agreement (the "Purchase Agreement") between Alpine Immune Sciences, Inc., a Delaware corporation ("AISI") and Seller dated as of June 19, 2018, AISI has conveyed and assigned to Seller all of AISI's right, title and interest in and to all of the intellectual property included in the GSNOR Assets (as defined in the Purchase Agreement) and used in the GSNOR Program (as defined in the Purchase Agreement) (all of such rights, interests and property collectively, the "Assigned IP").

WHEREAS, Seller has agreed to convey, transfer and assign to Buyer, among other assets, all of Seller's right, title and interest in and to the Assigned IP, and delivers this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, Seller agrees as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the Assigned IP, including, without limitation, the following:
- a. the patents and patent applications set forth on <u>Exhibit A</u> hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof:
- b. the trademark registrations and applications set forth on <u>Exhibit B</u> hereto and all issuances, extensions and renewals thereof (the "<u>Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on <u>Exhibit B</u> hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of a portion of Seller's business to which the trademark pertains, and that business is ongoing and existing;
- c. the copyright registrations, applications for registration and exclusive copyright licenses set forth on <u>Exhibit C</u> hereto and all issuances, extensions and renewals thereof;
- d. the Internet domain names set forth on $\underline{\text{Exhibit D}}$ hereto, including all of Seller's rights as the registrant of such domain names;
- e. all rights of any kind whatsoever of Seller accruing under any of the Assigned IP provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - f. any and all royalties, fees, income, payments and other proceeds now or hereafter

due or payable with respect to any and all of the Assigned IP; and

- g. any and all claims and causes of action, with respect to any of the Assigned IP, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation</u>. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer.
- 3. <u>Further Actions</u>. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, and the prompt unlocking of any domain names and provision to Buyer of any authorization code for the domain names, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.
- 4. <u>Terms of the Purchase Agreement</u>. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 5. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
- 6. <u>Successors and Assigns</u>. This IP Assignment is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- 7. <u>No Third Party Beneficiaries</u>. Nothing in this IP Assignment, express or implied, is intended or shall be construed to confer upon or give to any person or entity, other than the parties to this IP Assignment (or their Affiliates (as defined in the Purchase Agreement)), any rights, obligations, claims, liabilities or remedies.
 - 8. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of

action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows.]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Intellectual Property Assignment as of the date first above written.

SELLER:

LAUREL VENTURE CAPITAL LTD.,

Name: Tom Lau Title: CEO

AGREED TO AND ACCEPTED:

BUYER:

LAUREL THERAPEUTICS LTD.

Name: Leonard Chang

Title: Director

[Signature Page to Intellectual Property Assignment]

EXHIBIT A

ASSIGNED PATENTS AND PATENT APPLICATIONS¹

Patent Schedule 1

Title: Novel Substituted Quinoline Compounds as S-Nitrosoglutathione Reductase Inhibitors

Priority Filings: U.S. Application No. 61/391225 filed 08 October 2010; and U.S. Application No. 61/423805 filed 16 December 2010.

PCT Application No. PCT/US2011/055200 with International Filing Date of 07 October 2011.

EPC Application No. 11831651.2 filed 07.10.2011; EPC Grant No. 2 624 695 B1.

Country	Application No.	Status	Patent No. (National No.)
Albania*	EP 11831651.2		EP 2624695
Australia	2011311920	Granted	2011311920
Australia	2015224464	Granted	2015224464
Austria*	EP 11831651.2		EP 2624695 (751153)
Belgium*	EP 11831651.2		EP 2624695
Brazil	112013007907 0	Pending	
Bulgaria*	EP 11831651.2		EP 2624695
Canada	2811791	Pending	
China	201180052350.7	Granted	<u>ZL</u> 201180052350.7
Croatia*	EP 11831651.2		EP 2624695
Cyprus*	EP 11831651.2		EP 2624695 (1117242)
Denmark*	EP 11831651.2		EP 2624695

¹ Certain patents on the lists below are marked with a "*" to indicate that they have either expired, lapsed, been abandoned, or are otherwise inactive as of the closing of the transactions contemplated by the Purchase Agreement (collectively, the "<u>Inactive Patents</u>"). The parties agree and acknowledge that Seller is making no representations and warranties regarding these Inactive Patents and can make no assurance to the Buyer that such Inactive Patents can be revived, assigned, and/or transferred to Buyer.

PATENT REEL: 048787 FRAME: 0889

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C	A and 15 and 5 Table	Charles	Patent No.
Country	Application No. Status	(National No.)	
Estonia*	EP 11831651.2		EP 2624695 (E011410)
Europe*	EP 11831651.2		EP 2624695
Europe*	EP 15180449.9		
Finland*	EP 11831651.2		EP 2624695
France	EP 11831651.2	Granted	EP 2624695
Germany	EP 11831651.2	Granted	EP 2624695 (60 2011 020 082,8)
Greece*	EP 11831651.2		EP 2624695 (3087460)
Hong Kong	14100371.3	Granted	1187207
Hong Kong*	16103862		
Hungary*	EP 11831651.2		EP 2624695 (E025653)
Iceland*	EP 11831651.2		EP 2624695
India	501/MUMNP/2013	Pending	
Ireland*	EP 11831651,2		EP 2624695
Israel*	223829		223829
Italy	EP 11831651.2	Granted	EP 2624695
Japan	2013-532965T	Granted	<u>5855113</u>
Japan*	2015-0205282		
Republic of Korea	10-2013-7010664	Pending	
Latvia*	EP 11831651.2		EP 2624695
Lithuania*	EP 11831651.2		EP 2624695
Luxembourg*	EP 11831651.2		EP 2624695
The former Yugoslav Republic of Macedonia*	EP 11831651.2		EP 2624695
Malta*	EP 11831651.2		EP 2624695

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REEL: 048787 FRAME: 0890

			Patent No.
Country	Application No.	Status	(National No.)
Monaco*	EP 11831651.2		EP 2624695
Netherlands	EP 11831651.2	Granted	EP 2624695
Norway*	EP 11831651.2		EP 2624695
PCT*	US2011/055200		
Poland*	EP 11831651.2		EP 2624695
Portugal*	EP 11831651.2		EP 2624695
Romania*	EP 11831651.2		EP 2624695
Russia	2013112122	Granted	2599144
San Marino*	EP 11831651.2		EP 2624695 (SMT 2016 00021)
Serbia*	EP 11831651.2		EP 2624695 (54369)
Slovakia*	EP 11831651.2		EP 2624695 (E20158)
Slovenia*	EP 11831651.2		EP 2624695
Spain	EP 20110831651	Granted	EP 2624695 (2553771)
South Africa*	2013/3257		2013/3257
Sweden*	EP 11831651.2		EP 2624695
Switzerland	EP 11831651.2	Granted	EP 2624695
Turkey*	EP 11831651.2		EP 2624695 (2015-GE-445832)
United Kingdom	EP 11831651.2	Granted	EP 2624695
United States	13/824430	Granted	8921562
United States	14/540216	Granted	9139528
United States	14/817329	Granted	9315462
United States	15/097378	Granted	9433618
United States	15/228088	Granted	9856219
United States*	15/823759		

Patent Schedule 2

PATENT

REEL: 048787 FRAME: 0891

Title: Novel Pyrrole Inhibitors of S-Nitrosoglutathione Reductase as Therapeutic Agents

Priority Filings: U.S. Application No. 61/089,313 filed 15 August 2008; and U.S. Application No. 61/116,982 filed 21 November 2008.

PCT Application No. PCT/US2009/053931 with International Filing Date of 14 August 2009.

EPC Application No. 09807383.6 filed 14.08.2009; EPC Grant No. EP 2 315 591 B1.

Country	Application No.	Status	Patent No. (National No.)
Australia	2009281747	Granted	2009281747
Austria	EP 09807383.6	Granted	EP 2315591 (780588)
Belgium	EP 09807383.6	Granted	EP 2315591
Brazil	PI0917017-0	Pending	
Bulgaria	EP 09807383.6	Granted	EP 2315591
Canada	2734154	Granted	2734154
China	200980141089.0	Granted	ZL 200980141089.0
Croatia	EP 09807383.6	Granted	EP 2315591
Cyprus	EP 09807383.6	Granted	EP 2315591
Czech Republic	EP 09807383.6	Granted	EP 2315591
Denmark	EP 09807383.6	Granted	EP 2315591
Estonia	EP 09807383.6	Granted	EP 2315591 (E012013)
Europe*	EP 09807383.6		EP 2315591
Europe*	EP 16150296.8		
Finland	EP 09807383.6	Granted	EP 2315591
France	EP 09807383.6	Granted	EP 2315591
Germany	EP 09807383.6	Granted	EP 2315591 (60 2009 036 868.0)
Greece	EP 09807383.6	Granted	EP 2315591 (3088742)
Hong Kong	11111007.5	Granted	1156540
Hungary	EP 09807383.6	Granted	EP 2315591

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Country	Application No.	Status	Patent No. (National No.)
Iceland	EP 09807383.6	Granted	EP 2315591
Ireland	EP 09807383.6	Granted	EP 2315591
Israel	211056	Granted	211056
Italy	EP 09807383.6	Granted	EP 2315591
Japan	2014-213744	Granted	5917650
Latvia	EP 09807383.6	Granted	EP 2315591
Lithuania	EP 09807383.6	Granted	EP 2315591
Luxembourg	EP 09807383.6	Granted	EP 2315591
The former Yugoslav Republic of Macedonia	EP 09807383.6	Granted	EP 2315591
Malta	EP 09807383.6	Granted	EP 2315591
Monaco	EP 09807383.6	Granted	EP 2315591
Netherlands	EP 09807383.6	Granted	EP 2315591
Norway	EP 09807383.6	Granted	EP 2315591
PCT*	US2009/053931		
Poland	EP 09807383.6	Granted	EP 2315591
Portugal	EP 09807383.6	Granted	EP 2315591
Romania	EP 09807383.6	Granted	EP 2315591
Russian Federation	2011 109 339	Granted	2500668
San Marino	EP 09807383.6	Granted	EP 2315591
Slovakia	EP 09807383.6	Granted	EP 2315591 (E 21091)
Slovenia	EP 09807383.6	Granted	EP 2315591
South Africa	2011/00966	Granted	2011/00966
Spain	EP 09807383.6	Granted	EP 2315591 (ES2572615)
Sweden	EP 09807383.6	Granted	EP 2315591
Switzerland	EP 09807383.6	Granted	EP 2315591

PATENT REEL: 048787 FRAME: 0893

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Country	Application No.	Status	Patent No. (National No.)
Turkey	EP 09807383.6	Granted	EP 2315591 (2016-GE- 215764)
United Kingdom	EP 09807383.6	Granted	EP 2315591
United States	13/057220	Granted	8673961
United States	14/173377	Granted	8957105
United States	14/598062	Granted	9180119
United States	14/922928	Granted	9498466
United States	15/345767	Granted	9814700
United States*	15/728653		

Patent Schedule 3

Title: Solid Forms of an S-Nitrosoglutathione Reductase Inhibitor Priority Filing: U.S. Application No. 62/216765 filed 10 September 2015. PCT Application No. PCT/US2016/050974 with International Filing Date of 09 September 2016.

Country	Application No.	Status	Patent No.
United States	15/758749	Pending	
PCT*	US2016/050974		

PATENT TO WAY

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EXHIBIT B

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

None.

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EXHIBIT C

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

None.

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EXHIBIT D

ASSIGNED DOMAIN NAMES

None.

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