# 505455741 05/01/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5502543

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT		
CONVEYING PARTY D	ΑΤΑ				
		Name		Execution Date	
KASHIV PHARMA, LLC				07/31/2018	
RECEIVING PARTY D					
Name:	ASANA	ASANA BIOSCIENCES, LLC			
Street Address:	997 LEI	997 LENOX DRIVE			
Internal Address:	SUITE	SUITE 220, PRINCETON PIKE CORPORATE CENTER			
City:	LAWRE	LAWRENCEVILLE			
State/Country:	NEW JI	NEW JERSEY			
Postal Code:	08648	08648			
Property Type		Number			
Application Number:		16035771			
		16035771			
CORRESPONDENCE					
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<i>using a fax number, if</i> Phone: Email: Correspondent Name:	DATA be sent to provided	(215)656-3301 <b>5 the e-mail address first; if that is</b> <b>1; if that is unsuccessful, it will be</b> 215-656-3300 pto.phil@dlapiper.com IP GROUP OF DLA PIPER LLP (US	e sent via US I		
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#### PATENT ASSIGNMENT

This Patent Assignment Agreement (the "<u>Patent Assignment</u>") is made and entered into as of July \_\_\_, 2018 (the "<u>Effective Date</u>") by and between Kashiv Pharma, LLC, a Delaware limited liability company, with offices at 995 US 202/206, Bridgewater, NJ 08807 (the "Assignor"), and Asana BioSciences, LLC (the "<u>Assignee</u>"), having offices at 997 Lenox Drive, Suite 220, Princeton Pike Corporate Center, Lawrenceville, NJ 08648. Assignee and Assignor are sometimes referred to herein individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>".

WHEREAS, pursuant to the Assignment, dated July <u>31</u>, 2018, between Assignor and inventors Navnit Shah, Harpreet Sandhu, and Ashish Chatterji (collectively, the "Inventors"), the Inventors assigned to Assignor all right, title and interest in and to US Provisional Application No. 62/532,572, filed on July 14, 2017, in US Provisional Application No. 62/556,010, filed on September 8, 2017, and in US Provisional Application No. 62/577,445, filed on October 26, 2017, in International Application No. PCT/\_\_\_\_\_\_\_, and in US Application Serial No. \_\_\_\_\_\_, (DLA Piper is authorized to insert the Serial No. when known (the "Assigned Patent Applications);

WHEREAS, as of the Effective Date and pursuant to the terms hereof, Assignor wishes to assign, and the Assignee wishes to assume, all right, title and interest in the Assigned Patent Applications.

**NOW, THEREFORE**, for good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by the Parties:

As of the Effective Date, Assignor hereby assigns, transfers, sells and conveys to 1. Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Patent Applications, including all inventions and discoveries disclosed or claimed therein or encompassed thereby, divisionals, continuations, continuations-in-part, extensions, reexaminations and reissues relating thereto, and any applications filed in foreign countries and the right to sue for and the remedies resulting from past, present and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Patent Assignment had not been made, including all right, title and interest in and to all income, proceeds, royalties, damages, claims and payments which accrue, or have accrued, prior to and as of the Effective Date or thereafter and are due or payable with respect thereto, and in and to all causes of action, either at law or in equity for any past, present or future infringement, of the Assigned Patent Applications, or other violation or unauthorized use of the Assigned Patent Applications, with the right to sue for, and collect the same.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer the Assigned Patent Applications to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

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3. The Parties acknowledge and agree that certain documents may need to be executed and delivered by Assignor to effectuate transfer of title to the Assigned Patent Applications to Assignee. Assignor agrees to provide to Assignee and Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Patent Assignment. Any and all costs associated with the foregoing shall be the sole responsibility of Assignee.

4. Each provision of this Patent Assignment will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Patent Assignment is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Patent Assignment shall remain in full force and effect.

5. This Patent Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Patent Assignment may not be amended except by an instrument in writing signed by each of the Parties hereto.

[Signature Page Follows]

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## PATENT REEL: 049052 FRAME: 0687

IN WITNESS WHEREOF, the Parties have executed this Patent Assignment as of the Effective Date.

### ASSIGNOR:

Kashiv Pharma, LLC. FISEd By:

Name: Navnit Shah Its: President & Chief Scientific Officer

**ASSIGNEE:** 

Asana BioSciences, LLC By: Name: Sandeep Gupta President & CEO Its:

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**RECORDED: 05/01/2019**