#### 505528873 06/17/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5575679

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
MARK BRADER	06/13/2019

# **RECEIVING PARTY DATA**

Name:	MODERNATX, INC.	
Street Address:	200 TECHNOLOGY SQUARE	
City:	CAMBRIDGE	
State/Country:	MASSACHUSETTS	
Postal Code:	02139	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16348335

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Address Line 2: SUITE 700

Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER:	MRNA-031N01US 324673-2279		
NAME OF SUBMITTER:	XIXI SUN		
SIGNATURE:	/Xixi Sun/		
DATE SIGNED:	06/17/2019		

# **Total Attachments: 5**

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> **PATENT** REEL: 049489 FRAME: 0102

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# Attorney Docket No. MRNA-031/N01US 324673-2279

### ASSIGNMENT

Mark BRADER (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent, entitled STABILIZED FORMULATIONS OF LIPID NANOPARTICLES, and which is a:

(1)	provisional application
	(a)to be filed herewith; or
	(b) bearing Application No., and filed on;
(2)	x non-provisional application (a) to be filed herewith; or
	(b) x bearing Application No. 16/348,335, and filed on May 8, 2019; and/or
(3)	PCT application  (a) bearing Application No., and filed on.
	and/or
(4)	attached hereto.

WHEREAS, ModernaTX, Inc., having its principal place of business at 200 Technology Square, Cambridge, MA 02139, its successors, legal representatives, and assigns (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

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PATENT REEL: 049489 FRAME: 0103

- (a) the Invention(s);
- (b) the application(s) for patent identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any priority application(s), substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with

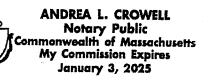
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any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, Inter partes reviews, supplemental examinations, etc.), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date:	JUNE 13, 2017	By:	11/2/6		. •
_	,	-		Mark Brader	
individ	ary public or other officer completing dual who signed the document to what alness, accuracy, or validity of that of	hich this	s certificate is		
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County	y of <u>Middlesex</u>	) s )	ss.	<i>x</i> ./	
On _	6/13/2019, before me,	Andi	real.	Cravel)	_ , Notary
	, personally appeared		Mark Brader		_, who
proved	d to me on the basis of satisfactory e	evidence	e, to be the pe	erson(s) whose nar	me(s) is/are
subscr	ibed to the within instrument and ac	cknowle	dged to me t	hat he/she/they ex	ecuted the same
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		Page 5	of 5
	Attorney Docket No	o. MRNA-031/N01US 324673-2	
For and on behalf of ASSIGNEE:  Date: 6 13 2019	By:	Palson T. Milosi oric	ノ <u>-</u>
	Title: He Company	Repra J. Milasircia ad of Intellectual Proper : ModernaTX, Inc.	tej
A notary public or other officer comple individual who signed the document to truthfulness, accuracy, or validity of that	which this certificate		
		•	
State of Massachusetts	)		
County of Middle sex	) ss. )	/ 1	
On $6-13-2019$ , before me, Public, personally appeared $9$		Notary, Notary	
proved to me on the basis of satisfactor subscribed to the within instrument and	y evidence, to be the l acknowledged to me	person(s) whose name(s) is/are that he/she/they executed the s	
in his/her/their authorized capacity(ies) the person(s), or the entity upon behalf			
REQUIRED SENTENCE IF NOTARI			
PERJURY under the laws of the State of	of California that the		
correct.	1	ANDREA L. CROWELI Notary Public Commonwealth of Massach	usetts
WITNESS my hand and official seal.	<u>ell</u>	My Commission Expire January 3, 2025	
Signature of Notary Public		Place Notary Seal Above	
My Commission Expires: \( \langle \frac{1}{8} \rangle \frac{1}{8}	9025		

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