

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5674714

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GENEA BIOCELLS USA (HOLDINGS), INC.	07/04/2019
RECEIVING PARTY DATA	
Name:	SONIC MASTER LIMITED
Street Address:	VISTRA CORPORATE SERVICES CENTRE, WICKHAMS CAY 11, ROAD TOWN
City:	TORTOLA
State/Country:	VIRGIN ISLANDS, BRITISH
Postal Code:	VG1110
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	15568274
Application Number:	16283653
Patent Number:	9359590
Patent Number:	10258628
Application Number:	16302805
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	2102160073
Email:	tsisson2@satx.rr.com
Correspondent Name:	THOMAS E. SISSON
Address Line 1:	202 E. HOUSTON STREET, SUITE 502
Address Line 4:	SAN ANTONIO, TEXAS 78205
ATTORNEY DOCKET NUMBER:	SML_ASSIGNMENT1
NAME OF SUBMITTER:	THOMAS E. SISSON
SIGNATURE:	/Thomas E. Sisson/
DATE SIGNED:	08/19/2019
Total Attachments: 14	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is made and entered into this Forth day of July 2019, *by and between*

GENEA BIOCELLS USA (HOLDINGS), INC., a Delaware Corporation with its principal address at 11099 North Torrey Pines Road, Suite 201, San Diego, CA 92037, United States of America ("**BUSH**");

And

SONIC MASTER LIMITED, a British Virgin Islands company with its principal address at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands ("**SML**");

BUSH on the one hand and SML on the other hand, are each sometimes referred to herein as a "party" and collectively as the "parties" to this Agreement.

WHEREAS, BUSH has the right to assign under this Agreement the "Assigned IP" as defined in Clause 1 below; and SML desires to acquire with effect from the Effective Date [5th July, 2019] the entire ownership rights of and title to said "Assigned IP".

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NOW THEREFORE, in valuable consideration of the provisions herein contained, BUSH and SML agree as follows:

1. DEFINITIONS

In this Agreement, the following words and expression shall, unless the context otherwise requires, have the following meanings:

Assigned IP	means all Intellectual Property Rights owned by BUSH as at the Effective Date <u>5th July, 2019</u> in and to: (a) Patents; (b) the Inventions; (c) the Trade Marks and the Stem Cell Lines
Authorised Officer/Representative	means a person appointed by a party to act as its authorised officer for the purposes of this agreement.
Business Day	means a day other than a Saturday, Sunday, public holiday or bank holiday in Hong Kong and in California, USA.
Consideration	means US\$ 1 [one dollar], the lawful currency of the United States of America.
Effective Date	means <u>5th July, 2019</u>
Intellectual Property Rights	means any industrial and intellectual property rights wherever subsisting in the world which are protected by statute, common law or equity, including all copyright and similar rights which subsist or may after the date of this agreement subsist

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in works or other subject matter, rights in relation to inventions (including all patents and patent applications), rights in relation to know how, confidential information and trade secrets, rights in relation to designs (whether or not registrable), rights in relation to domain names, rights in relation to registered and unregistered trademarks, rights in relation to progeny plants (i.e. plant varieties) and including any goodwill associated with trade in goods or services on or in relation to which registered or unregistered trademarks have been used, rights in relation to circuit layout designs, but excludes non-assignable, moral rights and similar non-assignable personal rights of authors.

Inventions	means the inventions listed in item 1 of the Schedule in progress as at the Effective Date which are not covered by the Patents.
Patents	means the patents and patent applications listed in item 2 of the Schedule including any divisional or continuation applications based on those patent applications and all patents granted pursuant to such applications.
Trade Marks	means the trademarks and trade mark applications listed in item 3 of the Schedule.
Stem Cell Lines	means all copies of the stem cell lines identified by the codes listed in item 4 of the Schedule.

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2. ASSIGNMENT OF ASSIGNED IP

- 2.1. In consideration of the payment of US\$1 [the Consideration] by SML to BUSH, the receipt of which is acknowledged by BUSH, BUSH hereby assigns and confirms that it has assigned to SML and SML has accepted to hold absolutely on and from the Effective Date all of BUSH's rights, title, and interest in and to the Assigned IP; including but not limited to the right to sue for injunctive relief and damages for infringement (including past infringement accruing prior to the Effective Date) of any of the Assigned IP.
- 2.2. SML shall be solely responsible for all actions and all costs in connection with this Agreement, including but not limited to taxes, legal fees and patent and trade mark office fees in any jurisdiction, associated with (i) maintaining the enforceability of any of the Assigned IP; and (ii) further prosecution of or maintenance of the Assigned IP in order to perfect SML's right, title, and interest in and to each Assigned IP and recordation thereof.
- 2.3. Both parties hereby agree to authorize and request the competent authorities to grant and to issue any and all such Letters Patent, trade mark certificates and other applicable documents throughout the world to SML of the entire right, title and interest therein in relation to the Assigned IP.
- 2.4. BUSH warrants to SML that BUSH enjoyed all rights, title and interest in the Assigned IP as at the Effective Date and has full power and authority to enter into this Agreement and to perform the assignment; BUSH has not licensed or created and encumbrances

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on the Assigned IP wholly or partially to any third party; and that no party will claim any and all rights over the Assigned IP.

- 2.5. Except with respect to the Assigned IP as expressly set forth in this Agreement, no license, immunity, ownership interest, or other right is granted under this Agreement, either directly or by implication, estoppel, or otherwise.

3. MUTUAL UNDERTAKINGS

- 3.1. A party may exercise a right or remedy or give or refuse its consent in anyway it considers appropriate (including by imposing conditions), unless this Agreement expressly states otherwise.
- 3.2. If a party does not exercise a right or remedy, fully or at a given time, the party may still exercise it later.
- 3.3. A party is not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising the right or remedy.
- 3.4. By giving its approval or consent a party does not make or give any warranty or representation as to any circumstances relating to the subject matter of the consent or approval.
- 3.5. Unless this Agreement expressly states otherwise, the rights and remedies provided in this Agreement are in addition to the other cumulative with and not exclusive or limiting of the rights and remedies given by law independently of this Agreement.

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- 3.6. A provision of this Agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.
- 3.7. Each party agrees to do anything the other party reasonably asks, including but not limited to obtaining consents, signing, and providing documents and getting documents completed and signed: (a) to bind the party and its successors under this Agreement; (b) to give effective to the intentions of the parties and the objectives of this Agreement the transactions contemplated by it, including negotiating in good faith with respect to any matters requested by any of the parties to this Agreement, and by the execution and delivery of documents and other instruments; and (c) to use its best endeavours to cause relevant third parties to do likewise to bind every party intended to be bound under this Agreement.
- 3.8. No rule of construction applies to the disadvantage of a party because the party was responsible for the preparation of, or seeks to rely on, this Agreement or any part of it.
- 3.9. Any present or future legislation which operates to vary the obligations of a party in connection with this Agreement with the result that another party's rights, powers, or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

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4. NOTICE

4.1. Notice made under this Agreement shall be made in writing and sent by the following means:- (1) To BUSH: by email to robert.woolcott@genea.com.au, (Robert Woolcott, Director of Genea Limited), followed by registered post to *Level 3, 321 Kent Street, Sydney NSW 2000 Australia*, for the attention of Mr Robert Woolcott; (2) To SML: by email to desmond.hau@pangenia.com (Desmond Kwok Po Hau, Director of Pangenia Inc), followed by registered post to *28/F, Tower A, Billion Centre, 1 Wang Kwong Road, Kowloon Bay, Hong Kong*, for the attention of Mr. Desmond Hau.

5. CONFIDENTIALITY

5.1. The parties agree that they shall consider the terms and conditions of this Agreement to be confidential information, and that neither of them shall disclose such terms and conditions or the relationship between the parties to any third party, except its lawyers, intellectual property attorneys, and auditors, or except as required in connection with recordal of the assignment of the Assigned IP with the relevant official patent or trade mark office, without the express written permission of the other party, unless required by applicable laws and regulations.

6. GOVERNING LAW AND JURISDICTION

6.1. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong, and the parties hereby irrevocably

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submit to the EXCLUSIVE jurisdiction of the courts of Hong Kong for all purposes and matters in connection with this Agreement, and waive any objection to any proceedings in relation to this Agreement in the courts of Hong Kong, whether on the ground of absence of jurisdiction, or on the ground of venue, or on the ground that the proceedings have been brought in an inconvenient forum.

- 6.2. During the conduct of any said legal proceedings, this Agreement shall remain in full force and effect in all respects except for the matter(s) under trial and the parties shall continue to perform their obligations hereunder, except for those obligations involved in the matter under dispute.

7. GENERAL PROVISIONS

- 7.1. All headings in this Agreement are for convenience only and do not affect the interpretation of this Agreement; the singular words include the plural and vice versa.
- 7.2. **Severability:** In the event that any provision of this Agreement is held by a court or a tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect and be construed to carry out the original intent of the parties. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.
- 7.3. **Entire agreement:** This Agreement constitutes the complete and exclusive statement of the agreement between the parties that supersedes all proposals, oral or written, and all other

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communications between the parties relating to the subject matter of this Agreement.

- 7.4. **No reliance:** Each party acknowledges that in entering into this Agreement it has NOT relied on any representations or warranties about its subject matter except as expressly provided by the terms of this Agreement.
- 7.5. **Force Majeure:** Neither party shall be liable for its failure to perform its obligations hereunder due to any contingency beyond its reasonable control or without its fault or negligence, including acts of Gods, fires, floods, wars, sabotage, government laws, ordinances, rules or regulations without negligence.
- 7.6. **No Waiver:** A waiver by either party of any term or condition of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future.
- 7.7. **No Assignment:** No party may assign or in any other way alienate any of its rights under this Agreement whether in whole or in part unless with the written consent of the other party.
- 7.8. **Amendment:** An amendment of this Agreement is valid only if it is in writing agreed, signed by, and executed by the parties.
- 7.9. **Counterparts:** This Agreement may be executed and exchanged electronically in counterparts. All counterparts taken together constitute the one document.

SCHEDULE● **Item 1: Inventions**

- Early-stage discovery projects for Duchenne muscular dystrophy, myotonic dystrophy type 1, LAMA2/MDC1A congenital muscular dystrophy, and spinal bulbar muscular atrophy/Kennedy's disease, including stem cell models, disease.
- Trade secrets around skeletal muscle culture, extended culture periods and maturing skeletal muscle myotubes.

● **Item 2: Patents*****Title [of patent/applications]:**

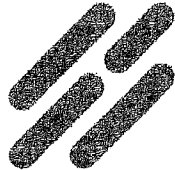
1. *Derivation and Culture of Human-Embryo Derived Cells*
2. *Generation of Muscle-Lineage Cells from Stem Cells*
3. *Improved Generation of Muscle Lineage Cells and Therapeutic Uses Thereof*
4. *Inhibitors of DUX4 Induction for Regulation of Muscle Function*
5. *Modulators of Developmental Delay in Skeletal Muscles for the Treatment of Spinal Muscular Atrophy (SMA)*
6. *Modulators of DUX4 for Regulation of Muscle Function*

*Title	Country	Application No.	Application Date	Status
1	USA	11/667865	16/5/2007	Granted
2	Australia	2016250905	23/4/2016	Pending
2	Canada	2983332	24/4/2016	Pending
2	China	201680035069.5	25/4/2016	Pending
2	Europe	16782394.7	26/4/2016	Pending
2	Japan	2017-555573	27/4/2016	Pending

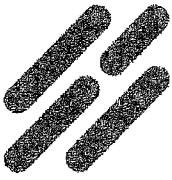
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2	New Zealand	736545	28/4/2016	Pending
2	USA	15/568274	29/4/2016	Pending
3	WO	PCT/AU2017/051177	26/10/2017	Pending
3	Australia	2017351638	23/5/2019	Pending
3	Canada	3044691	26/6/2019	Pending
3	China	<i>Pending</i>	26/6/2019	Pending
3	Europe	17865413.3	23/5/2019	Pending
3	USA	15/987321	23/5/2018	Granted
3	USA	16/283653	22/2/2019	Pending
4	USA [Provisional]	62/578362	27/10/2017	Pending
4	USA [Provisional]	62/676177	24/5/2018	Pending
4	WO	PCT/US2018/057856	26/10/2018	Pending
5	USA [Provisional]	62/583340	8/11/2017	Pending
5	USA [Provisional]	62/798235	29/1/2019	Pending
6	WO	PCT/AU2017/050498	26/5/2017	Pending
6	USA	16/302805	19/11/2018	Pending
6	EP	17801845.3	26/5/2017	Pending

● Item 3: Trade Marks

Trade Mark	Trade Mark No.	Country	Status
	1908524	Australia	Granted
STRENGTH IN DISCOVERY	1908525	Australia	Application

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Trade Mark	Trade Mark No.	Country	Status
	87959850	USA	Pending
STRENGTH IN DISCOVERY	87959870	USA	Pending

● Item 4: Stem Cell Lines

ESI-013	GENEA031	GENEA069	GENEA107	GENEA145
ESI-014	GENEA032	GENEA070	GENEA108	GENEA146
ESI-017	GENEA033	GENEA071	GENEA109	GENEA147
ESI-027	GENEA034	GENEA072	GENEA110	GENEA148
ESI-035	GENEA035	GENEA073	GENEA111	GENEA149
ESI-049	GENEA036	GENEA074	GENEA112	GENEA150
ESI-051	GENEA037	GENEA075	GENEA113	GENEA151
ESI-053	GENEA038	GENEA076	GENEA114	GENEA152
GENEA001	GENEA039	GENEA077	GENEA115	GENEA153
GENEA002	GENEA040	GENEA078	GENEA116	GENEA154
GENEA003	GENEA041	GENEA079	GENEA117	GENEA155
GENEA004	GENEA042	GENEA080	GENEA118	GENEA156
GENEA005	GENEA043	GENEA081	GENEA119	GENEA157 (Previously DM6)
GENEA006	GENEA044	GENEA082	GENEA120	GENEA158 (Previously DM9)
GENEA007	GENEA045	GENEA083	GENEA121	GENEA159 (Previously
GENEA008	GENEA046	GENEA084	GENEA122	DMD2)
GENEA009	GENEA047	GENEA085	GENEA123	
GENEA010	GENEA048	GENEA086	GENEA124	
GENEA011	GENEA049	GENEA087	GENEA125	
GENEA012	GENEA050	GENEA088	GENEA126	

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GENEA013	GENEA051	GENEA089	GENEA127	
GENEA014	GENEA052	GENEA090	GENEA128	
GENEA015	GENEA053	GENEA091	GENEA129	
GENEA016	GENEA054	GENEA092	GENEA130	
GENEA017	GENEA055	GENEA093	GENEA131	
GENEA018	GENEA056	GENEA094	GENEA132	
GENEA019	GENEA057	GENEA095	GENEA133	
GENEA020	GENEA058	GENEA096	GENEA134	
GENEA021	GENEA059	GENEA097	GENEA135	
GENEA022	GENEA060	GENEA098	GENEA136	
GENEA023	GENEA061	GENEA099	GENEA137	
GENEA024	GENEA062	GENEA100	GENEA138	
GENEA025	GENEA063	GENEA101	GENEA139	
GENEA026	GENEA064	GENEA102	GENEA140	
GENEA027	GENEA065	GENEA103	GENEA141	
GENEA028	GENEA066	GENEA104	GENEA142	
GENEA029	GENEA067	GENEA105	GENEA143	
GENEA030	GENEA068	GENEA106	GENEA144	

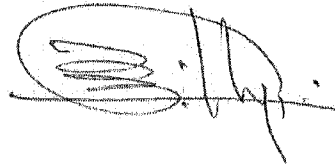
EXECUTED AS AN AGREEMENT

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Executed as an agreement by)
SONIC MASTER LIMITED acting)
through its sole director)
)

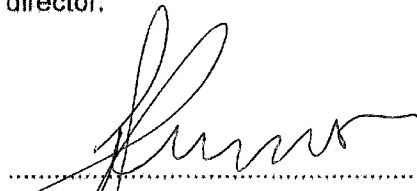
.....
Signature of the Sole Director

HUI WAI LEE WILLY



.....
Name of the Sole Director

Executed for and on behalf of)
GENEA BIOCELLS USA)
(HOLDINGS), INC. by its sole)
director:



.....
Signature of the Sole Director

TOMAS STOJANOV

.....
Name of the Sole Director