

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5685717

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	KAROS PHARMACEUTICALS	08/22/2017
RECEIVING PARTY DATA		
Name:	ROIVANT SCIENCES GMBH	
Street Address:	VIADUKTSTRASSE 8	
City:	BASEL	
State/Country:	SWITZERLAND	
Postal Code:	4051	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16546906
CORRESPONDENCE DATA		
Fax Number:	(203)327-6401	
<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:	2033274500	
Email:	docketing@OGRP.com	
Correspondent Name:	OHLANDT, GREELEY, RUGGIERO & PERLE, L.L.P.	
Address Line 1:	ONE LANDMARK SQUARE, 10TH FLOOR	
Address Line 4:	STAMFORD, CONNECTICUT 06901-2682	
ATTORNEY DOCKET NUMBER:	0012426USV2/4828	
NAME OF SUBMITTER:	CHARLES N.J. RUGGIERO	
SIGNATURE:	/Charles N.J. Ruggiero/	
DATE SIGNED:	08/26/2019	
Total Attachments: 11		
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EXHIBIT F

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT, dated as of August 23, 2017, is executed by Karos Pharmaceuticals, Inc., a Delaware corporation ("Seller") and delivered to Roivant Sciences GmbH, a Switzerland GMBH ("Buyer"). All capitalized terms used and not defined herein shall have the meanings ascribed to them in the APA referred to below.

WHEREAS, Seller is the owner of certain patent and patent applications (as set forth in Schedule 2.2(a)(i)) attached to the APA and reproduced at the end of this Patent Assignment Agreement) (the "Assigned Patents"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement between Buyer and Seller, dated as of August 23, 2017 (the "APA"), Seller has agreed to sell, assign, transfer and deliver to Buyer all right, title and interest in, to and under the Assigned Patents.

NOW, THEREFORE, in consideration of the foregoing premises and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment of Patents**. Seller hereby sells, assigns, transfers and delivers to Buyer, and Buyer hereby accepts, all right, title and interest that exist today or may exist in the future in, to and under the Assigned Patents, the inventions disclosed in the Assigned Patents and in and to all letters patent and other patent rights of the United States of America and all other jurisdictions which may or shall be granted on said inventions, or any parts thereof, or any divisional, continuations, continuing prosecution applications, requests for continuing examinations, reexaminations, extensions, reissue or other applications based in whole or in part on said inventions or Assigned Patents, all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances related to any of the Assigned Patents, and the right to all causes of action (known, unknown, currently pending, filed, or otherwise) and other enforcement rights including the ability to recover damages, obtain injunctive relief, and/or any other remedies available for past, present or future infringement and all rights to collect royalties and other payments under or on account of any of the Assigned Patents, free and clear of all Liens other than the Permitted Liens.

2. **Recording of Patent Assignment**. Seller does hereby request and authorize the Commissioner of Patents and Trademarks of the United States of America and all other corresponding patent offices or authorities of other jurisdictions to issue letters patent, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Assigned Patents and the inventions disclosed in the Assigned Patents to Buyer or Buyer's nominee, successor or assign.

3. **Further Assurances**. Seller agrees to execute all specific assignments, oaths, declarations, deeds or other instruments, and to do all acts necessary or proper, in each case, that are reasonably requested by Buyer, (a) to transfer to Buyer the Assigned Patents and the

inventions disclosed in the Assigned Patents, (b) to secure the grant of letters patent on the Assigned Patents and the inventions disclosed in the Assigned Patents, in the United States of America and in all other jurisdictions, to Buyer or Buyer's nominee, and (c) to vest and confirm therein the legal title to all such patent rights.

4. **APA**. This Patent Assignment Agreement is entered into pursuant to and is subject in all respects to all of the terms, provisions and conditions of the APA, and nothing herein shall be deemed to modify any of the representations, warranties, covenants and obligations of the parties thereunder.

5. **Governing Law**. This Patent Assignment Agreement shall be governed by and construed under and in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof or any other principle that could result in the application of the laws of any other jurisdiction.

6. **Counterparts**. This Patent Assignment Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Seller has caused this Patent Assignment Agreement to be duly executed as of the date first above written.

KAROS PHARMACEUTICALS, INC.

By: Edward A. Mascioli
Name: Ed Mascioli, MD
Title: President and Chief Executive Officer

State of Massachusetts
County of Suffolk) ss.

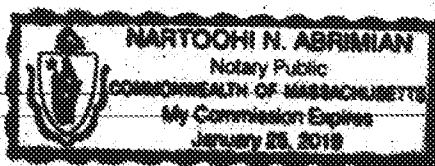
On August 22, 2013, before me, _____, Notary Public, personally appeared Ed Mascioli, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

My Commission Expires:



ACCEPTED:

ROIVANT SCIENCES GMBH

By: _____
Name:
Title:

IN WITNESS WHEREOF, Seller has caused this Patent Assignment Agreement to be duly executed as of the date first above written.

KAROS PHARMACEUTICALS, INC.

By: _____
Name: Ed Mascioli, MD
Title: President and Chief Executive Officer

State of _____)
County of _____) ss.

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: _____

ACCEPTED:

ROIVANT SCIENCES GMBH

By: S. Bucher
Name: Sascha Bucher
Title: VP, Head of Global Transactions

Schedule 2.2(a)(i)**Assigned Patents****(Series 3) SPIROCYCLIC COMPOUNDS AS TRYPTOPHAN HYDROXYLASE
INHIBITORS**

Country	Status	Filing Date	App. No.	Pub. Date	Pub No.
UNITED STATES Provisional	EXPIRED	9/6/2013	61/874,545		
UNITED STATES Provisional	EXPIRED	11/5/2013	61/899,943		
UNITED STATES Provisional	EXPIRED	5/29/2014	62/004,385		
UNITED STATES Non-prov	ISSUED 9,199,994 Dec 1, 2015	9/5/2014	14/477,948	3/19/2015	US-2015- 0080393-A1
UNITED STATES Continuation	ISSUED 9,512,122 Dec 6, 2016	9/1/2015	14/841,868	4/7/2016	US-2016- 0096836-A1
UNITED STATES Continuation	ALLOWED	9/28/2016	15/278,130	4/6/17	US-2017- 0095476-A1
UNITED STATES Continuation	PENDING	7/10/2017	15/645,054		
WIPO	PUBLISHED NP	9/5/2014	PCT/US2014/054202	3/12/2015	WO 2015/035113
ARGENTINA	PENDING	9/5/2014	20140103327		

TAIWAN	PENDING	9/5/2014	103130893		
VENEZUELA	PENDING	9/5/2014	2014/1049		
AUSTRALIA	PENDING	PCT	2014315109		
BRAZIL	PENDING	PCT	BR112016004909-8		
CANADA	PENDING	PCT	2922933		
CHILE	PENDING	PCT	2016-509		
CHINA	PENDING	PCT	201480060427.9	7/13/16	105764902
COLUMBIA	PENDING	PCT	16-072.412		
COSTA RICA	PENDING	PCT	2016-163		
EURASIA	PENDING	PCT	201690534		
ECUADOR	PENDING	PCT	IEPI-2016-14324		

EUROPE	PENDING	PCT	14786383.1		
HONG KONG	PENDING	PCT	16113946		
SRI LANKA	PENDING	PCT	18652		
INDONESIA	PENDING	PCT	P00201602229		
ISRAEL	PENDING	PCT	244,315		
INDIA	PENDING	PCT	201617010637		
JAPAN	PENDING	PCT	2016-540401		
MEXICO	PENDING	PCT	MX/a/2016/002936		
MALAYSIA	PENDING	PCT	PI 2016000415		
NEW ZEALAND	PENDING	PCT	717556		
PERU	PENDING	PCT	340-2016		

PHILIPPINE S	PENDING	PCT	1-2016-500416		
S KOREA	PENDING	PCT	10-2016-7009029		
SINGAPOR E	PENDING	PCT	11201601565U		
THAILAND	PENDING	PCT	1601001265		
UKRAINE	PENDING	PCT	a 2016 03580		
VIETNAM	PENDING	PCT	1-2016-01237		
SOUTH AFRICA	PENDING	PCT	2016/01511		

**(Series 1) ACYLGUANIDINES AS TRYPTOPHAN HYDROXYLASE INHIBITORS -
ABANDONED**

Country	Status	Filing Date	App. No.	Pub. Date	Pub No.
UNITED STATES	EXPIRED	12/11/2013	61/914,597		
WIPO	ABANDONED NO NP	12/10/2014	PCT/US2014/069462	6/18/2015	WO 2015/089137

(Series 1a) AMIDE COMPOUNDS AS TRYPTOPHAN HYDROXYLASE INHIBITORS

Country	Status	Filing Date	App. No.	Pub. Date	Pub No.
UNITED STATES	EXPIRED	12/30/2014	62/097,701		

UNITED STATES	EXPIRED	7/9/2015	62/190,481		
WIPO	PENDING	12/29/2015	PCT/US2015/067815	7/7/2016	WO 2016/109501

PROCESSES FOR PREPARING (R)-1-(5-CHLORO-[1,1'-BIPHENYL]-2-YL)-2,2,2-TRIFLUOROETHANOL AND 1-(5-CHLORO-[1,1'-BIPHENYL]-2-YL)-2,2,2-TRIFLUOROETHANONE

Country	Status	Filing Date	App. No.	Pub. Date	Pub No.
UNITED STATES Provisional	EXPIRED	3/5/2015	62/128,652		
UNITED STATES Non-Prov	ISSUED 9,611,201 Apr 4, 2017	3/3/2016	15/059,627	9/8/2016	US-2016-0257633-A1
UNITED STATES Divisional	PENDING	2/13/2017	15/430,786		

PROCESSES FOR PREPARING TPH1 INHIBITORS

Country	Status	Filing Date	App. No.	Pub. Date	Pub No.
UNITED STATES Provisional	PENDING	11/9/2016	62/419,557		

METHODS OF USING TRYPTOPHAN HYDROXYLASE INHIBITORS

Country	Status	Filing Date	App. No.	Pub. Date	Pub No.
UNITED STATES Provisional	PENDING	9/30/2016	62/402,221		
UNITED STATES Provisional	PENDING	10/14/16	62/408,300		

BILL OF SALE

Karos Pharmaceuticals, Inc., a Delaware corporation ("***Seller***"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, transfer, grant, convey, assign and relinquish exclusively to Roivant Sciences GmbH, a Switzerland GmbH ("***Purchaser***"), effective as of 12:01 a.m. Eastern Time on the date hereof, free and clear of all Liens other than Permitted Liens, the Transferred Assets, to have and to hold the same unto Purchaser, its successors and assigns, forever. Unless otherwise defined in this bill of sale, capitalized terms used herein have the meanings given to them in that certain Asset Purchase Agreement of even date herewith by and between Seller and Purchaser (the "***Asset Purchase Agreement***").

Seller hereby constitutes and appoints Purchaser, its successors and assigns, as the true and lawful attorneys in fact of Seller, with full power of substitution, to demand and receive from time to time any and all Transferred Assets, to defend or compromise any and all actions, suits and proceedings in respect of the Transferred Assets, and to collect, for the account of Purchaser, all receivables and proceeds of any character included in the Transferred Assets.

Seller hereby declares that said appointment made and powers granted are coupled with an interest and are and shall be perpetual and irrevocable and shall not be terminated by any act of Seller or by the occurrence of any other event or in any other manner or for any other reason.

The Purchaser does not and will not by acceptance hereof assume any liabilities or obligations whatsoever of the Seller except as expressly provided in Section 2.3 of the Asset Purchase Agreement.

This instrument is executed and delivered pursuant to the terms and conditions of the Asset Purchase Agreement, is a transfer and conveyance by Seller to Purchaser of all of Seller's right, title and interest in and to said Transferred Assets, and is and shall be binding upon Seller, its successors and assigns. To the extent possible, this instrument shall be construed to be consistent with the Asset Purchase Agreement. In the event of any conflict between the terms hereof and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

This instrument shall be construed in accordance with and governed by the law of the State of Delaware without giving effect to conflict of laws principles.

[Signature Page Follows]

Seller:

KAROS PHARMACEUTICALS, INC.

By: Edward Mascioli

Name: Ed Mascioli, MD

Title: President and Chief Executive Officer

[Signature Page to Bill of Sale]