

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ADIMAB, LLC	07/07/2015
RECEIVING PARTY DATA		
Name:	MERSANA THERAPEUTICS, INC.	
Street Address:	840 MEMORIAL DRIVE	
City:	CAMBRIDGE	
State/Country:	MASSACHUSETTS	
Postal Code:	02139	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16591394
CORRESPONDENCE DATA		
Fax Number:	(617)937-2400	
<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:	(617) 937-2361	
Email:	fvandermaelen@cooley.com	
Correspondent Name:	COOLEY LLP, ATTN: PATENT GROUP	
Address Line 1:	1299 PENNSYLVANIA AVENUE, NW	
Address Line 2:	SUITE 700	
Address Line 4:	WASHINGTON, D.C. 20004	
ATTORNEY DOCKET NUMBER:	MRSN-012D03US 322140-2360	
NAME OF SUBMITTER:	ANDREW HENDERSON	
SIGNATURE:	/Andrew Henderson/	
DATE SIGNED:	10/03/2019	
Total Attachments: 5		
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ASSIGNMENT

Adimab, LLC, a corporation having its principal place of business at 7 Lucent Drive, Lebanon, NH 03766 (herein referred to as "Assignor"), the undersigned, is the sole and lawful owner of the entire right, title, and interest in and to, or a lawful owner of an undivided interest in the entire right, title and interest in and to, any Letters Patent(s) ("said patent(s)") and any Patent application(s) ("said application(s)") set forth below, as well as any invention(s) ("said invention(s)") disclosed in said application(s) and said patent(s).

Letters Patent(s)

Patent No.: _____

Issue Date: _____

Assignment Recordation Date: _____

Reel/Frame No.: _____

Patent Application(s)

- (1) ☐ provisional applications
 (a) ☐ to be filed herewith; or
 (b) ☐ bearing Application No. _____, and filed on _____;
 and/or
- (2) ☒ non-provisional application
 (a) ☒ bearing Application No. 14/742,947, and filed on June 18, 2015; and/or
- (3) ☒ PCT application
 (a) ☒ bearing Application No. PCT/US2015/036431, and
 filed on June 18, 2015.

WHEREAS, Mersana Therapeutics, Inc., a corporation having its principal place of business at 840 Memorial Drive, Cambridge, MA 02139 (herein referred to as "Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), said application(s) for patent identified in paragraph (1), (2) and/or (3), and said patent(s), the right to file applications on said invention(s), the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to, and/or the benefit of, said application(s), the right to recover damages, including provisional or other royalties, for prior infringements of said application(s) and said patent(s), and the entire right, title, and interest in and to any Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s);

NOW, THEREFORE, for good and sufficient consideration pursuant to the Collaboration Agreement dated July 25, 2012 by and between the Assignor and Assignee and the Amendment Number One thereto dated June 17, 2014, 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 if the Assignor has already done so via a prior agreement with 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 entire right, title, and interest in and to:

- (a) said invention(s),
- (b) said application(s) for patent identified in paragraph (1) (2) and/or (3), and said patent(s),
- (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, an application(s) for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties; for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); 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, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with 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, or a lawful owner of an undivided interest in the entire right, title, and interest in and to, said invention(s), said application(s), and said patent(s), and that the same 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 herein set forth, and that the Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s), said application(s), said patent(s), any application claiming priority to, and/or the benefit of, said application(s), any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s), and any United States or foreign Letters Patent or Patents for said invention(s) or said application(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.), is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND 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/or the attorney docket number of the application identified in paragraph (1), (2) and/or (3) when known.

AND the Assignor hereby requests the Commissioner of Patents to issue any and all aforementioned patent(s) of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 7/7/15

By: [Signature]

Name: Tillman Gerngross
Title: CEO
Adimab, LLC

State of NH)
County of Grafton) ss.

On 7/7/15, before me, Amy E. Hall,
Notary Public, personally appeared Tillman Gerngross,
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]
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: _____

Date: 2015.07.09

By: Timothy B. Lowinger
Name: TIMOTHY B. LOWINGER
Title: CHIEF SCIENTIFIC OFFICER
Mersana Therapeutics, Inc.

State of MASSACHUSETTS
) ss.
County of MIDDLESEX

On July 9, 2015, before me, Radha Iyengar,
Notary Public, personally appeared Timothy B. Lowinger,
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.

Radha Iyengar
Signature of Notary Public

Place Notary Seal Above

My Commission Expires:

