### 505717157 10/10/2019

## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
SCHRÖDINGER, L.L.C.	10/04/2019

#### **RECEIVING PARTY DATA**

Name:	NIMBUS DISCOVERY, INC.		
Street Address:	130 PROSPECT STREET		
City:	CAMBRIDGE		
State/Country:	MASSACHUSETTS		
Postal Code:	02139		

## **PROPERTY NUMBERS Total: 10**

Property Type	Number
Application Number:	62538536
Application Number:	62560615
Application Number:	62664048
Application Number:	16046481
Application Number:	16382680
Application Number:	16382734
Application Number:	16382824
Application Number:	16382869
Application Number:	16382907
PCT Number:	US1843917

#### CORRESPONDENCE DATA

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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**Email:** BOSpatents@dechert.com

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ATTORNEY DOCKET NUMBER: 394482-36TYUS

NAME OF SUBMITTER:	ANDREA L. REID	
SIGNATURE:	/Andrea L. Reid/	
DATE SIGNED:	10/10/2019	
Total Attachments: 4		
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## PATENT ASSIGNMENT BY SCHRÖDINGER, L.L.C.

This PATENT ASSIGNMENT, is made by and between Schrödinger, L.L.C. ("Assignor") and Nimbus Discovery, Inc., ("Assignee"), a Delaware corporation.

WHEREAS, Jeremy Robert Greenwood and Sayan Mondal ("Inventors"), have invented the inventions described and claimed in the patents and applications listed on Annex A hereto (collectively, the "Assigned Patents");

WHEREAS, Inventors executed Employment Agreements with Schrödinger, Inc., a Delaware corporation, effective February 2, 2004 and June 2, 2014, respectively (collectively, the "Employment Agreement") whereby Inventors fully assigned all of their rights, titles and interests in the Assigned Patents to Schrödinger, Inc.;

WHEREAS, Schrödinger, Inc. assigned all of its right, title and interest in the Assigned Patents to Schrödinger, L.L.C. by virtue of the Bill of Sale, Assignment, Assumption, and License Agreement dated March 27, 2002;

WHEREAS, Assignor executed an Initial Service Agreement with Project Troubled Water, Inc., effective June 8, 2009, a Master Service Agreement with Nimbus Discovery, Inc., effective May 18, 2010, an Amendment to the Master Service Agreement, effective July 13, 2010, a Collaboration Agreement with Nimbus Discovery, Inc., effective June 23, 2011 and Amended and Restated on August 27, 2015 (collectively, the "Collaboration Agreement"), whereby Assignor fully assigned all of its right, title and interest in the Assigned Patent Application to Assignee;

WHEREAS, Project Troubled Water, Inc. changed its name to Nimbus Discovery, Inc. by virtue of the State of Delaware certificate of amendment dated March 30, 2010, included as Exhibit A to this Patent Assignment; and

WHEREAS, the undersigned parties desire to confirm and restate the assignments to give effect to the intentions of the Assignor and Assignee.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

- 1. Assignor does hereby sell, assign, transfer and convey unto said Assignee, and/or confirm prior assignment, transfer, or conveyance unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in

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said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by said Assignee.

- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon us, our respective heirs, legal representatives and assigns.
- 4. Assignor hereby warrants and represents that Assignor have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

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## ANNEX A

# THE ASSIGNED PATENT APPLICATIONS

Dechert Reference	Nimbus , Reference	Country	Application · Number	Title
394482-36TYUSP1 (155582)	36-TY-P1	United States	62/538,536	TYK2 INHIBITORS AND USES THEREOF
394482-36TYUSP2 (156310)	36-TY-P2	United States	62/560,615	TYK2 INHIBITORS AND USES THEREOF
394482-36TYUSP3 (160635)	36-TY-P3	United States	62/664,048	TYK2 INHIBITORS AND USES THEREOF
394482-36TYUS (161526)	36-TY-US1	United States	16/046,481	TYK2 INHIBITORS AND USES THEREOF
394482-36TYUSC1 (166970)	36-TY-US1.C1	United States	16/382,680	TYK2 INHIBITORS AND USES THEREOF
394482-36TYUSC2 (166971)	36-TY-US1.C2	United States	16/382,734	TYK2 INHIBITORS AND USES THEREOF
394482-36TYUSC3 (166972)	36-TY-US1.C3	United States	16/382,824	TYK2 INHIBITORS AND USES THEREOF
394482-36TYUSC4 (166973)	36-TY-US1.C4	United States	16/382,869	TYK2 INHIBITORS AND USES THEREOF
394482-36TYUSC5 (166969)	36-TY-US1.C5	United States	16/382,907	TYK2 INHIBITORS AND USES THEREOF
394482-36TYWO (161525)	36-TY-WO1	PCT	PCT/US2018/043917	TYK2 INHIBITORS AND USES THEREOF
394482-36TYAR (161528)	36-TY-AR1	Argentina	P180102123	TYK2 INHIBITORS AND USES THEREOF
394482-36TYTW (161527)	36-TY-TW1	Taiwan	107126251	TYK2 INHIBITORS AND USES THEREOF

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IN WITNESS WHEREOF, Assignor has executed and delivered this instrument to said Assignee.

SCHRÖDINGER, L.L.C. ("Assignor")

By: Schrödinger, L.L.C.

Date: 10/4/19

WITNESSES

Signature:

Signature:

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**RECORDED: 10/10/2019** 

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