

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5783123

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	INSTITUTE FOR MYELOMA & BONE CANCER RESEARCH	02/12/2019
RECEIVING PARTY DATA		
Name:	ONCOTRACKER, INC.	
Street Address:	9201 SUNSET BLVD., SUITE 300	
City:	WEST HOLLYWOOD	
State/Country:	CALIFORNIA	
Postal Code:	90069	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16405643
CORRESPONDENCE DATA		
Fax Number:	(202)842-7899	
<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>		
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Address Line 1:	1299 PENNSYLVANIA AVE, NW, SUITE 700	
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Address Line 4:	WASHINGTON, D.C. 20004	
ATTORNEY DOCKET NUMBER:	ONTR-005/02US 323492-2042	
NAME OF SUBMITTER:	JAMES R. WHITTLE	
SIGNATURE:	/James R. Whittle/	
DATE SIGNED:	10/23/2019	
Total Attachments: 6		
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PATENT ASSIGNMENT AND LICENSE AGREEMENT

THIS PATENT ASSIGNMENT AND LICENSE AGREEMENT (this "*Agreement*"), effective as of the 12th day of February, 2019 (the "*Effective Date*"), is entered into by and between Institute for Myeloma & Bone Cancer Research (referred to herein as "*IMBCR*" or the "*Assignor*"), a corporation having its principal place of business at 9201 Sunset Boulevard, Suite 300, West Hollywood, CA 90069, and OncoTracker, Inc., a corporation having its principal place of business at 9201 Sunset Boulevard, West Hollywood, CA 90069 (referred to herein as "*OncoTracker*" or the "*Assignee*"). IMBCR (Assignor) and OncoTracker (Assignee) may be referred to herein individually as a "*Party*" and collectively as the "*Parties*."

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor, all of Assignor's right, title, and interest in and to the patent applications set forth on Schedule A (collectively, the "*Subject Patent Applications*"); and

WHEREAS, IMBCR desires to receive a non-exclusive license under the Assigned Patents for non-commercial research and experimental purposes only.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Conveyance.** Assignor hereby assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in, to and under all Subject Patent Applications set forth on Schedule A which is attached hereto and incorporated herein, including, without limitation, (a) all provisional patent applications, non-provisional patent applications, patents or other similar governmental grants or issuances worldwide for which any of the Subject Patent Applications forms a basis for priority; (b) all reissues, divisionals, continuations, continuations-in-part, continuing prosecution applications, requests for continuing examinations, certificates of invention, utility models, industrial design protection, design patent protection, revisions, reexaminations, extensions, and counterparts (whether foreign or domestic) of any item set forth in clause (a) and claiming priority to or based on any such item, together with all patents issuing therefrom; (c) all inventions, invention disclosures, discoveries and improvements claimed or described in any of the foregoing, and all other rights arising out of the same; and (d) all rights to collect past and future royalties and proceeds and other payments in connection with any of the foregoing (collectively (a)-(d) above, the "*Assigned Patents*"), and including, without limitation, (i) rights to apply for, prosecute and maintain, in any or all countries of the world, any form of intellectual property right protection with respect to such Assigned Patents; and (ii) all rights to sue and bring other claims or causes of action, and all other enforcement rights and rights to remedies under, based on, or on account of any of the Assigned Patents, and all rights to recover and retain damages or lost profits in connection therewith (subject to Assignor's license rights that are granted in this Agreement).

2. **Recordation.** Assignor hereby requests and authorizes the United States Patent and Trademark Office, the United States Commissioner for Patents, and any other applicable governmental agency, entity or registrar (including any applicable foreign or international agency, entity, office or registrar), to record Assignee as the assignee and owner of the Assigned Patents. Assignor also hereby authorizes the respective patent office or governmental agency, entity or registrar in each jurisdiction to issue any and all patents, certificates of inventions, utility models or other governmental grants or issuances which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

3. Information and Assistance.

3.1 Upon Assignee's reasonable request and without further compensation, Assignor shall execute, acknowledge and deliver all the instruments and documents, and shall take all the actions reasonably necessary or required by law, to consummate and make fully effective the transaction contemplated by this Agreement.

3.2 If Assignee is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Assigned Patents as provided under this Agreement, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Assigned Patents, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Consideration. As consideration for Assignor's assignment of the Assigned Patents, OncoTracker (Assignee) shall:

4.1 [REDACTED]

4.2 [REDACTED]

4.3 [REDACTED]

4.4 [REDACTED]

4.5 [REDACTED]

4.6 [REDACTED]

As additional consideration, OncoTracker will use commercially reasonable efforts to promote and license the Assigned Patents to third parties.

The royalty payments under Section 4.2, and the License Consideration sharing payments under Section 4.3, if any such payments are owed to IMBCR for a particular calendar quarter, shall be paid by OncoTracker within sixty (60) days after the end of such calendar quarter. If and when the milestone payment under Section 4.4 becomes due, OncoTracker shall pay such milestone payment within sixty (60) days after the end of the calendar quarter in which such Milestone Event was achieved.

At the written request of IMBCR at least thirty (30) days in advance (and such request not to be made more than once in any given calendar year), OncoTracker will permit one or more independent, certified accountants selected by IMBCR ("Accountants") to have access to OncoTracker's records and books of account pertaining to calculation of royalties owed to IMBCR and payment of any other amounts owed to IMBCR under this Agreement. Accountants' access will be during OncoTracker's ordinary working hours, and such access will be granted for the sole purpose of verifying OncoTracker's compliance with its payment obligations hereunder, including the correctness of payments made to IMBCR under this Agreement and (if necessary) to obtain information as to the payments due for any period in the case of failure of OncoTracker to report or make payment under the terms of this Agreement. Accountants will sign OncoTracker's standard non-disclosure agreement, and IMBCR shall instruct the Accountants to deliver a copy of the audit report to OncoTracker. The cost of such audit shall be borne by IMBCR, unless the examination shows that the royalties under review contained discrepancies to the disadvantage of IMBCR of more than 10 percent, in which case the costs of the audit shall be borne by OncoTracker.

5. **Representation and Warranty; Disclaimer.** Assignor represents and warrants that (i) no third party has any ownership rights, or any other right, title or interest, in or to the Assigned Patents; and (ii) the inventors listed on each of the Assigned Patents have been properly named and determined in accordance with United States patent laws. Except as otherwise set forth in this Agreement, Assignor expressly disclaims any warranties, express, implied, statutory or otherwise, concerning the Assigned Patents, including any warranty of merchantability, enforceability, non-infringement or fitness for a particular purpose.

6. **Successors and Assigns.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing herein, whether express or implied, shall give or be construed to give to any person, other than the Parties hereto and such successors and permitted assigns, any legal or equitable rights hereunder.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles thereof, and all questions concerning the validity and construction hereof shall be determined in accordance with the laws of the State of California.

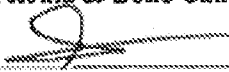
8. **Counterparts.** This Agreement may be executed by original, facsimile, PDF or other electronic signature means and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment and License Agreement to be executed, effective as of the Effective Date.

IMBCR / ASSIGNOR:

Institute for Myeloma & Bone Cancer Research

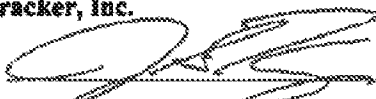
By: 

Name: *Shahnoor Eshaghian*

Title: *Secretary*

ONCOTRACKER / ASSIGNEE:

OncoTracker, Inc.

By: 

Name: *James Luo*

Title: *Chief Executive Officer*

[Signature page to Patent Assignment and License Agreement]

SCHEDULE A
ASSIGNED PATENTS

Patent Application Serial No.	Filing Date	Title
USSN 14/766,694	February 7, 2014	DIAGNOSTIC, PROGNOSTIC, AND MONITORING METHODS FOR MULTIPLE MYELOMA, CHRONIC LYMPHOCYTIC LEUKEMIA, AND B-CELL NON-HODGKIN LYMPHOMA (Inventors: James R. BERENSON; Haiming CHEN; and Eric SANCHEZ)
PCT/US20160131654		
USSN 15/314,434	May 28, 2015	ANTI-CANCER EFFECTS OF JAK2 INHIBITORS IN COMBINATION WITH THALIDOMIDE DERIVATIVES AND GLUCOCORTICOIDS (Inventor: James R. BERENSON)
PCT/US20170106003		

SCHEDULE B

DEFINITIONS

B.1. "License Consideration" means all consideration, but excluding royalties on Net Sales, received by OncoTracker from each Licensee that is directly attributable to the grant of a license under the Assigned Patents. Consideration paid to OncoTracker by Licensees for the following shall not be deemed License Consideration: (a) documented bona fide performance of Product development work, research work, clinical studies and regulatory approvals performed by OncoTracker, (b) for bona fide debt financing, other than conditional equity, warrants, and convertible debt, or bona fide loans made to OncoTracker by a Licensee, (c) investments in OncoTracker by a Licensee at fair market value, and/or (d) reimbursement by a Licensee of Patent Costs incurred by OncoTracker.

B.2. "Licensee" means a third party that is granted a license under any of the Assigned Patents.

B.3. "Milestone Event" means the first marketing approval, whether of a Biologics License Application, New Drug Application or foreign equivalent regulatory application, for the first Product (excluding any Product approved for diagnostic use only) in one of the following countries: the United States, United Kingdom, France, Germany, Spain, Italy or Japan, whether such first approval is obtained by OncoTracker or by a Licensee; provided that such first marketing approval must be obtained before expiration of the last-to-expire Assigned Patent.

B.4. "Net Sales" means the gross amounts received by OncoTracker and its Licensees from third parties for sales of Products, less (a) all trade, quantity, and cash discounts and refunds actually allowed in amounts customary in the trade, (b) all credits and allowances actually granted due to rejections, returns, recalls, charge backs, billing errors, retroactive price reductions, (c) tariffs, duties and similar governmental charges, (d) excise, sale and use taxes, and equivalent taxes to the extent not reimbursable, and (e) freight, transport, packing, handling, and insurance charges associated with transportation, but only if separately stated on the same invoice as for the sale of the Product. The term "Net Sales" does not include (i) amounts received for any Product furnished to a third party for which payment is not intended to be and is not received, for example, Products used in research and/or development, clinical trials or compassionate use, and Products distributed as promotional and free goods, or (ii) sale, lease, disposition or other transfer of Products among or between Company and Licensees for the purpose of subsequent resale to a third party, but does include subsequent resale to such third party.

B.5. "Patent Costs" means all documented, reasonable and necessary costs (including attorneys' and application fees) incurred by IMBCR to prepare the Subject Patent Applications and to apply for, prosecute and maintain the Subject Patent Applications. Patent Costs include reimbursement for in-house costs to apply for, prosecute and maintain the Subject Patent Applications, provided such costs are incurred for activities that would otherwise have been performed by outside counsel at an equal or greater expense.

B.6. "Product" means any product derived from any of the Assigned Patents that is produced or sold by OncoTracker or sublicensees.