505745403 10/29/2019

EPAS ID: PAT5792216

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ERIC P. HAILMAN	08/23/2019
DONNA M. JARLENSKI	08/21/2019
DONALD A. BERGSTROM	10/01/2019

RECEIVING PARTY DATA

Name:	MERSANA THERAPEUTICS, INC.
Street Address:	840 MEMORIAL DRIVE
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02139

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	16542642
PCT Number:	US2019046852

CORRESPONDENCE DATA

Fax Number: (617)937-2400

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.

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Email: fvandermaelen@cooley.com

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Address Line 2: SUITE 700

Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER: MRSN-026001US 322140-2345	
NAME OF SUBMITTER:	ANDREW HENDERSON
SIGNATURE:	/Andrew Henderson/
DATE SIGNED:	10/29/2019

Total Attachments: 7

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PATENT 505745403 REEL: 050849 FRAME: 0122

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PATENT REEL: 050849 FRAME: 0123

ASSIGNMENT

Eric P. HAILMAN, Donna M. JARLENSKI, and Donald A. BERGSTROM (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent entitled NaPi2B-TARGETED POLYMER ANTIBODY-DRUG CONJUGATES AND METHODS OF USE THEREOF, and which is a:

(1)	provisional application
	(a) to be filed herewith; or
	(b) bearing Application No., and filed on;
(2)	x non-provisional application
	(a) to be filed herewith; or
	(b) x bearing Application No. 16/542,642, and filed on August 16, 2019; and/or
(3)	x PCT application (a) x bearing Application No. PCT/US2019/046852, and filed on August 16, 2019.
	and/or
(4)	attached hereto.

WHEREAS, Mersana Therapeutics, Inc., having its principal place of business at 840 Memorial Drive, Cambridge, MA 02139, its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, 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 a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set

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over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above;
- (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, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any priority application(s), substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; 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, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to 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 a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) 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 set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

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 the attorney docket number of the application(s) identified above when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 23 Aug 2019	ву: <u></u>	Eric P. Hailman	
A notary public or other officer comple individual who signed the document to truthfulness, accuracy, or validity of tha	which this certifi	te verifies only the iden cate is attached, and no	tity of the
State of MASSACHUSE TO County of MIDDLESEX) ss.		
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My Commissi February 2	26, 2021		

Date: 21 August 201	Ву	· Del	<u> </u>	
			Dograf M. Jarlenski	
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State of Massack)) ss.)		
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Page 6 of 7 Attorney Docket No. MRSN-026/001US 322140-2345

Date: _	10/1/2019	By:	Donald A. Bergstron	n
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	f <u>Massachusetta</u> vof Middlesek):): ss.)		
On © Public, proved subscrin his/I the per REOU	personally appeared to me on the basis of satisfactory ibed to the within instrument and her/their authorized capacity(ies), son(s), or the entity upon behalf of IRED SENTENCE IF NOTARIZ JRY under the laws of the State of	Donald A. I y evidence, to be acknowledged to and that by his/h of which the pers ZED IN CALIFO	Bergstrom the person(s) whose na me that he/she/they ex er/their signature(s) on on(s) acted, executed the RNIA: I certify under I	, who, me(s) is/are recuted the same in the instrument he instrument. PENALTY OF
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Page 7 of 7 Attorney Docket No. MRSN-026/001US 322140-2345

For and on behalf of ASSIGNEE:		amount to the	
Date: 2019.08.29	By:	/instry	Jos Jornan
		unde: Tilhariba	Kacaloek
		ile: CHIEF SCIE	
	·Cc	mpany: Mersana T	Therapeutics, Inc.
A notary public or other officer completi	ing this certif	icate verifies only f	he identity of the
individual who signed the document to v	which this cer	tificate is attached.	and not the
truthfulness, accuracy, or validity of that	document.		****
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State of MASSACHUSETTS)		
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On Aug 29, 2019, before me,	<u>KADH</u>	g Iyenige	
Public, personally appeared	40 THS	1000116EX	
proved to me on the basis of satisfactory	evidence, to	be the person(s) wh	hose name(s) is/are
subscribed to the within instrument and	acknowledge	d to me that he/she/	they executed the same
in his/her/their authorized capacity(ies), the person(s), or the entity upon behalf of	and that by h	is/ner/ineir signatui	outed the instrument
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