

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5946919

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MERRIMACK PHARMACEUTICALS, INC.	04/01/2019
RECEIVING PARTY DATA		
Name:	SILVER CREEK PHARMACEUTICALS, INC.	
Street Address:	409 ILLINOIS STREET	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94158	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16524451
CORRESPONDENCE DATA		
Fax Number:	(617)310-6001	
<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:	6173106000	
Email:	bosipmail@gtlaw.com	
Correspondent Name:	NATALIE SALEM	
Address Line 1:	GREENBERG TRAURIG LLP	
Address Line 2:	ONE INTERNATIONAL PLACE, SUITE 2000	
Address Line 4:	BOSTON, MASSACHUSETTS 02110	
ATTORNEY DOCKET NUMBER:	132463-010121/CON2	
NAME OF SUBMITTER:	NATALIE SALEM	
SIGNATURE:	/Natalie Salem, Reg. No. 58,731/	
DATE SIGNED:	02/05/2020	
Total Attachments: 7		
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "*Agreement*") is dated as of April 1, 2019 (the "*Effective Date*"), by and among Merrimack Pharmaceuticals, Inc., One Kendall Square, Suite B7201, Cambridge, MA 02139 (hereinafter referred to as "*Assignor*"), on the one hand, and Silver Creek Pharmaceuticals, Inc., 409 Illinois Street, San Francisco, CA 94158 (hereinafter referred to as "*Assignee*"), and together with Assignor, the "*Parties*"), on the other hand.

WHEREAS, Assignor and Assignee have agreed that Assignor hereby sells, transfers, assigns and sets over unto Assignee, and Assignee hereby accepts, all rights, title and interest in and to the patents and patent applications listed on Schedule A of this Agreement (collectively, the "*Patents*").

WHEREAS, after execution of this Agreement, Assignor shall have no further financial obligations past, current or future related to the Patents, and Assignee shall be solely responsible for the Patents, including all financial obligations past, current and future.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby forever acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment

A. Assignment of Patents. Upon the terms and subject to the conditions of this Agreement, effective as of the Effective Date, Assignor does hereby irrevocably sell, assign, transfer, convey, deliver and set over to Assignee: (i) any and all rights, title, and interest throughout the world that Assignor may own or claim to own in the Patents, the inventions claimed or described therein, the rights of priority thereto, any patent applications, patents, utility models or other similar registrations claiming priority or otherwise corresponding thereto, and any patent applications and/or patents otherwise related thereto (*e.g.*, reexaminations, reissues, divisionals, continuations and continuations-in-part claiming priority from the aforesaid) that have been filed or will be filed in the United States and/or all foreign countries, together with all additions thereto, substitutions therefor and modifications thereof, and including the subject matter of all claims which may be obtained therefrom; (ii) any and all rights, title and interest to sue for past, present, and future infringement of the Patents, including without limitation all right, title, and interest in and to all causes of action and enforcement rights, whether known, unknown, currently pending, filed, or otherwise, in respect of the Patents, and all rights to sue for and otherwise pursue and collect damages, injunctive relief, and other remedies for past, current, and future infringement of the Patents; and (iii) any attorney client privilege or attorney work product privilege relating to the Patents ((i)-(iii) collectively the "*Assigned Rights*"), the Assigned Rights to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Patents are or may be granted or reissued as fully and entirely as the same would have been enjoyed by Assignor if this assignment, sale and transfer had not been made.

B. Further Actions. Assignor authorizes Assignee or its successors, assigns, nominees or legal representatives to file in Assignor's name or Assignee's name, as appropriate, continuation patent applications, divisional patent applications, applications for utility patent, design patent, letters patent, or petty patent, and their equivalents in all countries of the world which relate to the Patents. Assignor further hereby authorizes and requests the Commissioner for Patents for the United States Patent and Trademark Office and any official of any foreign jurisdiction whose duty it is to issue patents on any patent applications as described above, to issue any and all letters patent of the United States or such foreign jurisdiction on said inventions or resulting from said Patents to Assignee. Assignor hereby covenants and agrees that it shall, without any additional consideration, execute all documents and take all actions reasonably necessary to perfect the title of the Patents in Assignee, its successors and assigns, throughout the world, it being understood that any expense incident to the execution of such documents or taking of such actions shall be borne by Assignee, its successors or assigns, as applicable.

C. No Assumption of Liabilities. Assignee hereby assumes all obligations, third party claims and liabilities of Assignor and its affiliates, and any third party claims of any kind or nature whatsoever, arising from or in connection with any circumstances, causes of action, breach, violation, default and failure to perform with respect to the Patents, including all financial obligations past, current or future related to the Patents. From and after the Effective Date, Assignor shall not be liable for any obligations, third party claims or liabilities, or any third party claims of any kind or nature whatsoever, arising from or in connection with any circumstances, causes of action, breach, violation, default or failure to perform with respect to the Patents, including any financial obligations past, current or future related to the Patents.

2. Representations and Warranties of Assignor

A. Assignor represents and warrants to Assignee that, to the knowledge of Assignor, Assignor has good and marketable title to the Patents and, upon the sale and assignment of the Patents to Assignee, Assignee will acquire good and marketable title to the Patents, free and clear of all liens, encumbrances, security interests, restrictions and claims of any kind. Assignor hereby represents that, to the knowledge of Assignor, Assignor has full right to convey its entire interest in the Patents as herein assigned, and that Assignor has not executed any agreement inconsistent herewith and covenants that it will not execute any agreement inconsistent herewith.

B. Assignor represents and warrants to Assignee that Assignor has not granted any licenses or any other rights under the Patents, other than to Assignee.

3. Miscellaneous

A. No modification to this Agreement shall be binding unless made in writing and signed by the Parties. The headings herein have been inserted for convenience of reference only and do not define or limit the provisions hereof.

B. To the extent that any provision, portion or extent of this Agreement is found invalid, illegal or unenforceable, then that provision, portion or extent shall be severed or deleted therefrom or limited so as to give effect to the intent of the Parties insofar as possible and that the

remainder of this Agreement shall remain binding upon the Parties. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provisions.

C. The representations, warranties and covenants of Assignor contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement.

D. This Agreement and all claims arising out of this Agreement shall be governed by and construed under the laws of the State of Delaware, without regard to conflicts of laws principles.

E. This Agreement (including the exhibits attached hereto) constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter hereof and thereof. With respect to the Assigned Rights and Patents, the Parties acknowledge and agree that this Agreement expressly supersedes any prior agreements or promises, oral or written, with respect to any license or assignment of the Patents listed on Schedule A or the other subject matter hereof.

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IN WITNESS WHEREOF, the Parties have signed this Patent Assignment Agreement effective as of the Effective Date.

ASSIGNOR – MERRIMACK PHARMACEUTICALS. INC.

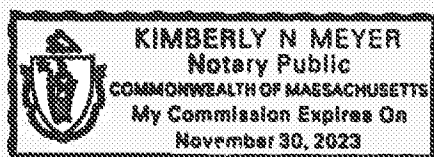
By: [Signature]

Name: RICHARD PETERS

Title: CEO

Commonwealth of Massachusetts)
) ss.:
County of)

On the 1 day of April, in the year 2019, before me, a Notary Public in and for said Commonwealth of Massachusetts, personally appeared Dr. Richard Peters, Ph.D., who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that such individual executed the same in each individual's capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[Signature]
Notary Public: Kimberly N. Meyer

Notary Registration No.

My Commission expires November 30, 2023

AGREED AND ACCEPTED BY:

ASSIGNEE - SILVER CREEK PHARMACEUTICALS, INC.

By: *MC Fairbanks*

Name: MICHAEL C. FAIRBANKS

Title: CHAIRMAN / CEO

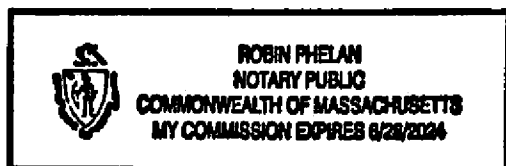
State of Massachusetts)
) ss.:
County of Essex)

On the 1st day of April, in the year 2019, before me, a Notary Public in and for said State, personally appeared Michael C. Fairbanks, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that such individual executed the same in each individual's capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Robin Phelan
Notary Public:

Notary Registration No.

My Commission expires: 6-28-2024



2019

SCHEDULE A**PATENTS / PATENT APPLICATIONS**

Country	Application No./ Filing Date	Grant No./ Grant Date	Title	Status
US	61/277,459 September 24, 2009		Bi-Specific Fusion Proteins	Expired
US	61/347,040 May 21, 2010		Bi-Specific Fusion Proteins	Expired
US	13/112,907 May 20, 2011	8,691,771 April 8, 2014	Bi-Specific Fusion Proteins for Tissue Repair	Granted
US	14/187,728 February 24, 2014	9,982,060 May 29, 2018	Bi-Specific Fusion Proteins	Granted
US	15/957,252 April 19, 2018		Bi-Specific Fusion Proteins	Pending
WO	PCT/US2011/037459 May 20, 2011		Bi-Specific Fusion Proteins	Expired
US	13/068,808 May 20, 2011	9,238,080 January 19, 2016	Bi-Specific Fusion Proteins	Granted
US	14/967,980 December 14, 2015	9,718,892 August 1, 2017	Method of Treating Myocardial Infarction by Administering a Bi-Specific Fusion Protein	Granted
US	15/618,478 June 9, 2017		Bi-Specific Fusion Proteins	Pending
AU	2011255238 May 20, 2011	2011255238 September 17, 2015	Bi-Specific Fusion Proteins	Granted
AU	2013202341 April 3, 2013		Bi-Specific Fusion Proteins	Abandoned
BR	112012029611.6 May 20, 2011		Bi-Specific Fusion Proteins	Pending
CA	2,800,173 May 20, 2011		Bi-Specific Fusion Proteins	Allowed
CN	201180035656.1 May 20, 2011	ZL201180035656.1 January 13, 2016	Bi-Specific Fusion Proteins	Granted
CN	201510960252.3 May 20, 2011		Bi-Specific Fusion Proteins	Pending
EP	11729797.8 May 20, 2011	2,571,992 April 25, 2018	Bi-Specific Fusion Proteins	Granted
FR	11729797.8 May 20, 2011	2,571,992 April 25, 2018	Bi-Specific Fusion Proteins	Granted
DE	11729797.8 May 20, 2011	2,571,992 April 25, 2018	Bi-Specific Fusion Proteins	Granted

Country	Application No./ Filing Date	Grant No./ Grant Date	Title	Status
IT	11729797.8 May 20, 2011	2,571,992 April 25, 2018	Bi-Specific Fusion Proteins	Granted
ES	11729797.8 May 20, 2011	2,571,992 April 25, 2018	Bi-Specific Fusion Proteins	Granted
UK	11729797.8 May 20, 2011	2,571,992 April 25, 2018	Bi-Specific Fusion Proteins	Granted
IN	3682/KOLNP/2012 May 20, 2011		Bi-Specific Fusion Proteins	Abandoned
JP	2013-511403 May 20, 2011	6200806 September 1, 2017	Bi-Specific Fusion Proteins	Granted
JP	2016-130526 May 20, 2011	6174763 July 14, 2017	Bi-Specific Fusion Proteins	Granted
JP	2017-132859 May 20, 2011		Bi-Specific Fusion Proteins	Pending