

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5950976

|   |                              |                       |
|---|------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT               |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                   |                       |
| <b>CONVEYING PARTY DATA</b>   |                              |                       |
|   | <b>Name</b>                  | <b>Execution Date</b> |
|   | AVATAR MEDICAL LLC           | 07/25/2019            |
| <b>RECEIVING PARTY DATA</b>   |                              |                       |
| <b>Name:</b>  | CALDER BIOSCIENCES INC.      |                       |
| <b>Street Address:</b>  | 140 58TH STREET              |                       |
| <b>Internal Address:</b>  | BUILDING A, UNIT 8J          |                       |
| <b>City:</b>  | NEW YORK                     |                       |
| <b>State/Country:</b>   | NEW YORK                     |                       |
| <b>Postal Code:</b>   | 11220                        |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |                              |                       |
|   | <b>Property Type</b>         | <b>Number</b>         |
|   | Application Number:          | 16637155              |
| <b>CORRESPONDENCE DATA</b>  |                              |                       |
| <b>Fax Number:</b>  |                              |                       |
| <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> |                              |                       |
| <b>Phone:</b>   | 6464951695                   |                       |
| <b>Email:</b>   | mail@grimesyvonlaw.com       |                       |
| <b>Correspondent Name:</b>  | JULIA A GRIMES               |                       |
| <b>Address Line 1:</b>  | 800 THIRD AVENUE, 28TH FLOOR |                       |
| <b>Address Line 4:</b>  | NEW YORK, NEW YORK 10022     |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | CALDER.009.US1               |                       |
| <b>NAME OF SUBMITTER:</b>   | JULIA ANNE GRIMES            |                       |
| <b>SIGNATURE:</b>   | /Julia A. Grimes/            |                       |
| <b>DATE SIGNED:</b>   | 02/06/2020                   |                       |
| <b>Total Attachments: 3</b>   |                              |                       |
| source=Avatar_009_WO1_Assignment_Avatar_to_Calder#page1.tif   |                              |                       |
| source=Avatar_009_WO1_Assignment_Avatar_to_Calder#page2.tif   |                              |                       |
| source=Avatar_009_WO1_Assignment_Avatar_to_Calder#page3.tif   |                              |                       |

## PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement is made between:

**Avatar Medical LLC** (also doing business as Avatar Biotechnologies LLC), a Delaware limited liability company having a current address at 140 58th Street, Building A, Unit 8J, Brooklyn, New York, NY, 11220, and having a prior address at 240 Dr. Martin Luther King Jr. Blvd, Newark, New Jersey 07102 (hereinafter "**Assignor**"), and

**Calder Biosciences Inc.**, a Delaware corporation having a current address at 140 58th Street, Building A, Unit 8J, Brooklyn, New York, NY, 11220 (hereinafter "**Assignee**"),

each a "**Party**" and collectively the "**Parties**."

**WHEREAS**, Assignor is the owner of the Patents and Patent Applications listed in the below table:

| Patent Application No.            | Title  | Filing Date       |
|-----------------------------------|--|-------------------|
| US Provisional App. 62/542,247    | CONFORMATIONALLY STABILIZED RSV PREFUSION F PROTEINS | August 7, 2017    |
| US Provisional App. 62/629,685    | CONFORMATIONALLY STABILIZED RSV PREFUSION F PROTEINS | February 12, 2018 |
| US Provisional App. 62/640,467    | CONFORMATIONALLY STABILIZED RSV PREFUSION F PROTEINS | March 8, 2018     |
| US Provisional App. 62/674,791    | CONFORMATIONALLY STABILIZED RSV PREFUSION F PROTEINS | May 22, 2018      |
| International App. PCT/US18/45463 | CONFORMATIONALLY STABILIZED RSV PREFUSION F PROTEINS | August 7, 2018    |

and subject matter and inventions disclosed in such Patents and Patent Applications (referred to collectively hereinafter as the "Intellectual Property" or the "IP");

**AND WHEREAS**, Assignee desires to acquire Assignor's entire right, title, and interest in and to the IP and to obtain a recordable instrument documenting the transfer of Assignor's entire right, title, and interest in and to the IP to Assignee;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby **AGREE AS FOLLOWS**:

1. That Assignor does hereby sell, assign and transfer to Assignee its entire right, title, and interest in and to the IP, and/or intends that this Patent Assignment Agreement shall serve as a recordable instrument documenting and confirming any such current or prior transfer of any of the IP from Assignor to Assignee, wherein such rights, title, and interest in and to the IP include(s), but is/are not limited to, any and all patents that are applied for,

issued, or granted on the IP the United States and throughout the world, or that derive a right of priority from the any of the IP, including, without limitation, all non-provisional, divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all international or foreign counterparts thereof, and also includes all improvements therein, and also includes the right to claim priority under any applicable statute, treaty or convention to any patent application included in the IP, and also includes the right to sue for and collect damages and other recoveries for past infringement of any thereof, and also includes all rights to initiate proceedings before courts, governments and administrative bodies, and also includes all files, records and other materials arising from the prosecution, exploitation, or defense of rights and registrations pertaining to the IP;

2. That Assignor represents and warrants that it has the right to convey the rights, titles, and interests herein assigned, and has not granted, and will not grant, to others any such rights, titles, or interests in and to the IP, and will not execute any agreement in conflict with the present Patent Assignment Agreement;
3. That Assignor hereby authorizes and requests the Commissioner for Patents of the United States Patent and Trademark Office, and the various counterparts thereof throughout the world, to issue or grant any and all Patents based on the IP, to Assignee, or its successors and assigns;
4. That Assignor agrees to execute, upon request by Assignee, any other lawful documents and likewise to perform any other lawful acts that may be deemed necessary to secure fully the aforesaid rights, title and interest to Assignee, its successors, assigns and legal representatives, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said IP or any application or patent directed thereto may be involved; and
5. That Assignee hereby acknowledges receipt from Assignor of Assignor's entire right, title and interest in and to the IP, as set forth herein;

This Patent Assignment Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which, together, shall constitute one and the same instrument. Transmission by facsimile, email or other form of electronic transmission of an executed counterpart of this Patent Assignment Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

IN WITNESS WHEREOF, the Parties hereto have caused this Patent Assignment Agreement to be executed by their respective officers thereunto duly authorized:

For Assignor: **Ayatar Medical LLC**

Signature: \_\_\_\_\_

Printed Name: Christopher Patrick Marshall

Title: Managing Member

Date: July, 25<sup>th</sup>, 2019

On this On this 25<sup>th</sup> day of July, 2019, the above-named, personally known to me to be the same individual who executed the foregoing Patent Assignment Agreement, acknowledged to me that his/her execution of the same was of his/her own free will for the use and purposes therein set forth.

Witness Signature: \_\_\_\_\_

Printed Name of Witness: Sonal Gidwani

For Assignee: **Calder Biosciences Inc.**

Signature: \_\_\_\_\_

Printed Name: Christopher Patrick Marshall

Title: President and Chief Executive Officer

Date: July, 25<sup>th</sup>, 2019

On this 25<sup>th</sup> day of July, 2019, the above-named, personally known to me to be the same individual who executed the foregoing Patent Assignment Agreement, acknowledged to me that his/her execution of the same was of his/her own free will for the use and purposes therein set forth.

Witness Signature: \_\_\_\_\_

Printed Name of Witness: Sonal Gidwani