

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5991500

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MATTHEW G. WOLL	01/10/2020
LUKIANA AMEDZO	09/05/2017
SURESH BABU	02/18/2020
SCOTT J. BARRAZA	02/18/2020
ANURADHA BHATTACHARYYA	01/29/2020
GARY MITCHELL KARP	02/21/2020
ANTHONY R. MAZZOTTI	02/18/2020
JANA NARASIMHAN	02/18/2020
JIGAR PATEL	02/18/2020
ANTHONY TURPOFF	02/18/2020
ZHENRONG XU	02/10/2020
RECEIVING PARTY DATA	
Name:	PTC THERAPEUTICS, INC.
Street Address:	100 CORPORATE CT
City:	SOUTH PLAINFIELD
State/Country:	NEW JERSEY
Postal Code:	070802400
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16617450
CORRESPONDENCE DATA	
Fax Number:	(973)331-1717
<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:	973-331-1700
Email:	hbmail@hbplaw.com
Correspondent Name:	HOFFMANN AND BARON LLP
Address Line 1:	6900 JERICO TURNPIKE
Address Line 4:	SYOSSET, NEW YORK 11791

ATTORNEY DOCKET NUMBER:	1368-67 PCT/US
NAME OF SUBMITTER:	MATTHEW J. SOLOW
SIGNATURE:	/matthew j. solow/
DATE SIGNED:	03/02/2020

Total Attachments: 13

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Attorney's Docket No.: 1368-67 PCT/US

PATENT

For: ☒ U.S. and/or ☒ Foreign Rights
For: ☒ U.S. Application;
☐ U.S. Provisional Application;
☐ U.S. Patent; or
☒ PCT Application
By: ☒ Inventors or ☐ Present Owners

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNORS: (inventor(s) or person(s) or entity(ies) who own the invention)

Matthew G. Woll Name	Lukiana Amedzo Name	Suresh Babu Name
413 Mountainview Terrace Address	17 Fulton Road Address	225 Concord Place Address
Dunellen, NJ 08812	Somerset, NJ 08873	Pennington, NJ 08534
U.S. Nationality	United Kingdom Nationality	U.S. Nationality
Scott J. Barraza Name	Anuradha Bhattacharyya Name	Gary Mitchell Karp Name
402 Jesse Way Address	115 Inverness Drive Address	37 Cartwright Drive Address
Piscataway, NJ 08854	Edison, NJ 08820	Princeton Junction, NJ 08550
U.S. Nationality	U.S. Nationality	U.S. Nationality

Anthony R. Mazzotti
Name

1420 Campbell Street
Address

Rahway, NJ 07065

U.S.
Nationality

Jana Narasimhan
Name

2257 New York Avenue
Address

Scotch Plains, NJ 07076

U.S.
Nationality

Jigar Patel
Name

14 Mercer Street
Address

Edison, NJ 08820

U.S.
Nationality

Anthony Turpoff
Name

94 Meadowbrook Drive
Address

Hillsborough, NJ 08844

U.S.
Nationality

Zhenrong Xu
Name

3224 Riding Court
Address

Chalfont, PA 18914

U.S.
Nationality

(If assignment is by person or entity to whom invention was previously assigned and this was recorded in PTO add the following)

Recorded on _____

Reel _____

Frame _____

hereby sells, assigns and transfers to

ASSIGNEE:

PTC THERAPEUTICS, INC.
(Type or print name of ASSIGNEE)

100 Corporate Court
Address

South Plainfield, NJ 07080

US
Nationality

Assignment of Invention -- Page 2 of 8

and the successors, assigns and legal representatives of the ASSIGNEE,

(complete one of the following)

- ☒ the entire right, title and interest
☐ an undivided _____ percent (_____%) interest

for the United States and its territorial possessions

- ☒ and in all foreign countries, including all rights to claim priority,

in and to any and all improvements which are disclosed in the invention entitled:

COMPOUNDS FOR TREATING HUNTINGTON'S DISEASE

and which is found in

(check and complete (a), (b), (c), (d), (e), (f), or (g))

- (a) ☐ U.S. patent application executed on even date herewith
(b) ☐ U.S. patent application executed on _____
(c) ☐ U.S. provisional application naming the above inventor(s) for the above-identified invention.
☐ U.S. provisional application Serial No. _____ filed on _____
☐ To comply with 37 CFR 3.21 for recordal of this assignment, I, an ASSIGNOR signing below, hereby authorize and request my attorney to insert below the filing date and application number when they become known
(d) ☒ U.S. application Serial No. 16/617,450 filed on November 26, 2019
(e) ☒ International application No. PCT/US2018/035954
(f) ☐ U.S. Patent No. _____ issued _____
☐ A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent separately.
(g) ☒ and any legal equivalent thereof in a foreign country, including the right to claim priority

and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to Letters Patent any re-issue or re-examination thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this

WARNING: Date of signing must be the same as the date of execution of the application if item (a) was checked above.

Date: X 1/10/20
Date of signing

X [Signature]
Matthew G. Woll

Date: X
Date of signing

X
Lukiana Amedzo

Date: X 2/18/2020
Date of signing

X [Signature]
Suresh Babu

Date: X 2/18/2020
Date of signing

X [Signature]
Scott J. Barraza

Date: X 1/29/20
Date of signing

X [Signature]
Anuradha Bhattacharyya

Date: X 2/21/20
Date of signing

X [Signature]
Gary Mitchell Karp

Date: X 2/18/2020
Date of signing

X [Signature]
Anthony R. Mazzotti

Date: X 2/18/2020
Date of signing

X [Signature]
Jana Narasimhan

Date: X 2/18/2020
Date of signing

X [Signature]
Jigar Patel

Date: X 2/18/20
Date of signing

X [Signature]
Anthony Turpoff

Date: X
Date of signing

X
Zhenrong Xu

NOTE: No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized then it will only be prima facie evidence of execution 35 USC 261. Use next page if notarization is desired.

☒ Notarization or Legalization Page Added.

Assignment of Invention -- Page 4 of 8

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this

WARNING: Date of signing must be the same as the date of execution of the application if item (a) was checked above.

Date: X
Date of signing

X
Matthew G. Woll

Date: X
Date of signing

X
Lukiana Amedzo

Date: X
Date of signing

X
Suresh Babu

Date: X
Date of signing

X
Scott J. Barraza

Date: X
Date of signing

X
Anuradha Bhattacharyya

Date: X 2/21/20
Date of signing

X Gary Mitchell Karp
Gary Mitchell Karp

Date: X

X

Date of signing

Anthony R. Mazzotti

Date: X
Date of signing

X
Jana Narasimhan

Date: X 2/18/20
Date of signing

X Jigar Patel
Jigar Patel

Date: X 2/18/2020
Date of signing

X Anthony Turpoff
Anthony Turpoff

Date: X 2/10/2020
Date of signing

X Zhenrong Xu
Zhenrong Xu

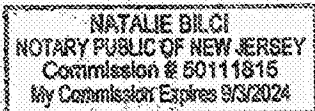
NOTE: No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized then it will only be prima facie evidence of execution 35 USC 261. Use next page if notarization is desired.

☒ Notarization or Legalization Page Added.

Assignment of Invention – Page 4 of 8

STATE OF NEW JERSEY
SS
COUNTY OF MIDDLESEX

On this 10th day of January, 2020, before me personally appeared Matthew G. Woll to me personally known and known to me to be the person who signed the foregoing Assignment and acknowledged the signing of same as his/her free act and deed.



Natalie Bilci

Notary Public

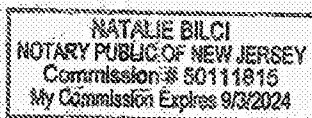
STATE OF
SS
COUNTY OF

On this day of , , before me personally appeared Lukiana Amedzo to me personally known and known to me to be the person who signed the foregoing Assignment and acknowledged the signing of same as his/her free act and deed.

Notary Public

STATE OF NEW JERSEY
SS
COUNTY OF MIDDLESEX

On this 12th day of ~~January~~ February, 2020, before me personally appeared Suresh Babu to me personally known and known to me to be the person who signed the foregoing Assignment and acknowledged the signing of same as his/her free act and deed.

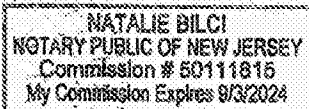


Natalie Bilci

Notary Public

STATE OF NEW JERSEY
SS
COUNTY OF MIDDLESEX

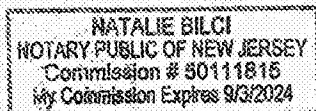
On this ^{February 18} 18 day of January, 2020, before me personally appeared Scott J. Barraza to me personally known and known to me to be the person who signed the foregoing Assignment and acknowledged the signing of same as his/her free act and deed.



Natalie Bilci
Notary Public

STATE OF NEW JERSEY
SS
COUNTY OF MIDDLESEX

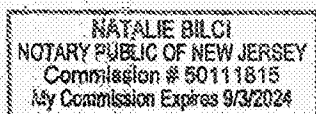
On this ²⁹ day of January, 2020, before me personally appeared Anuradha Bhattacharyya to me personally known and known to me to be the person who signed the foregoing Assignment and acknowledged the signing of same as his/her free act and deed.



Natalie Bilci
Notary Public

STATE OF NEW JERSEY
SS
COUNTY OF MIDDLESEX

On this ^{February} 21 day of January, 2020, before me personally appeared Gary Mitchell Karp to me personally known and known to me to be the person who signed the foregoing Assignment and acknowledged the signing of same as his/her free act and deed.



Natalie Bilci
Notary Public

STATE OF NEW JERSEY
SS
COUNTY OF MIDDLESEX

On this ^{February 7th} 18 day of January, 2020, before me personally appeared Anthony R. Mazzotti to me personally known and known to me to be the person who signed the foregoing Assignment and acknowledged the signing of same as his/her free act and deed.

NATALIE BILCI
NOTARY PUBLIC OF NEW JERSEY
Commission # 50111815
My Commission Expires 9/3/2024

Natalie Bilci
Notary Public

STATE OF NEW JERSEY
SS
COUNTY OF MIDDLESEX

On this ^{February 7th} 18 day of January, 2020, before me personally appeared Jana Narasimhan to me personally known and known to me to be the person who signed the foregoing Assignment and acknowledged the signing of same as his/her free act and deed.

NATALIE BILCI
NOTARY PUBLIC OF NEW JERSEY
Commission # 50111815
My Commission Expires 9/3/2024

Natalie Bilci
Notary Public

STATE OF NEW JERSEY
SS
COUNTY OF MIDDLESEX

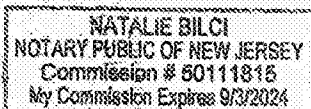
On this ^{February 7th} 18 day of January, 2020, before me personally appeared Jigar Patel to me personally known and known to me to be the person who signed the foregoing Assignment and acknowledged the signing of same as his/her free act and deed.

NATALIE BILCI
NOTARY PUBLIC OF NEW JERSEY
Commission # 50111815
My Commission Expires 9/3/2024

Natalie Bilci
Notary Public

STATE OF NEW JERSEY
SS
COUNTY OF MIDDLESEX

On this ^{February 7th} 18 day of January, 2020, before me personally appeared Anthony Turpoff to me personally known and known to me to be the person who signed the foregoing Assignment and acknowledged the signing of same as his/her free act and deed.



Natalie Bilci

Notary Public

STATE OF
SS
COUNTY OF

On this day of , , before me personally appeared Zhenrong Xu to me personally known and known to me to be the person who signed the foregoing Assignment and acknowledged the signing of same as his/her free act and deed.

Notary Public

STATE OF
SS
COUNTY OF

On this day of , before me personally appeared Anthony Turpoff to me personally known and known to me to be the person who signed the foregoing Assignment and acknowledged the signing of same as his/her free act and deed.

Notary Public

STATE OF Pennsylvania
SS
COUNTY OF Chester

On this 10th day of February, 2020, before me personally appeared Zhenrong Xu to me personally known and known to me to be the person who signed the foregoing Assignment and acknowledged the signing of same as his/her free act and deed.

Commonwealth of Pennsylvania - Notary Seal
Anne Marie Giannopoulos, Notary Public
Chester County
My commission expires July 29, 2022
Commission number 1058131
Member, Pennsylvania Association of Notaries

Anne Marie Giannopoulos
Notary Public

PTC SERVICES, CONFIDENTIALITY AND ASSIGNMENT OF IP AGREEMENT

This Agreement is made as of September 5, 2017 (the "Effective Date") between PTC Therapeutics, Inc. ("PTC") and Lukiana Amedzo (the "Consultant"). The purpose of this Agreement is to confirm the parties' understanding with respect to (i) Consultant's rendering consulting services to PTC in exchange for the consideration as further described in this Agreement, and (ii) Consultant's obligations to protect information and property which is confidential and proprietary to PTC. Accordingly, PTC and Consultant agree as follows:

SERVICES

Consultant shall perform the following services for PTC, until PTC shall provide notice to Zero Chaos of the termination of the assignment (the "Services"):

Contract, Medicinal Chemist

Consultant represents that he is capable of properly performing the Services.

COMPENSATION

As Consultant's total compensation for Consultant's Services hereunder, PTC shall pay Zero Chaos a pre-arranged hourly or weekly fee and Zero Chaos will pay Consultant as per their pre-existing arrangement. PTC shall have no obligation to compensate Consultant directly.

In addition to the foregoing amount, PTC shall pay Zero Chaos, and upon receipt of such payment Zero Chaos shall reimburse Consultant for (i) all reasonable and necessary travel expenses (other than ordinary commuting expenses) incurred by Consultant at the prior request of PTC in providing the Services, and (ii) other expenses pre-approved in writing by an authorized PTC representative that are necessary to performance of the Services. Payment for such expenses shall be made to Zero Chaos within 45 days of receipt by PTC of invoices and receipts substantiating such expenses and detailing the services to which they relate, and PTC shall then have no further obligation to Consultant for such expenses.

Consultant shall keep or cause to be kept full, timely and accurate records in reasonable form and detail and to which PTC and its designated employees, agents or representatives shall have access at any reasonable time for auditing purposes and to verify the basis for Consultant's compensation. When requested by PTC, Consultant shall be required to report on the status of its work on the Services in a manner satisfactory to PTC.

NO CONFLICTS

Throughout the Term (as defined below), the parties hereto agree that the type of services to be rendered hereunder by Consultant are not exclusive to PTC. Consultant, during the Term, may accept from others, concurrent consulting work provided that such consulting work does not in any way

interfere with the Services Consultant is required to perform under this Agreement and is not a breach of any of Consultant's obligations under this Agreement.

Notwithstanding the foregoing, Consultant represents that (i) it has not, and will not during the Term, enter into any agreement or relationship that would interfere with or prevent its performance under this Agreement, (ii) by entering into and performing this Agreement, it is not and will not be violating any agreement or arrangement with any third parties, and (iii) during the Term it will not solicit or divert business, customers or employees of PTC on behalf of Consultant or of any other business.

CONFIDENTIALITY

(a) In providing consulting services to PTC pursuant to this Agreement, Consultant may acquire information that pertains to PTC's products, processes, equipment, programs, development efforts, therapeutic targets, compounds, assays, know-how, or plans ("Proprietary Information"). Consultant agrees not to disclose any Proprietary Information to third parties or to use any Proprietary Information for any purpose other than performance the Services.

(b) Proprietary Information subject to the foregoing paragraph does not include information Consultant can demonstrate: (i) is or later becomes available to the public through no breach of this Agreement by Consultant; (ii) is obtained by Consultant from a third party who had the legal right to disclose the information to Consultant; (iii) is already in the possession of Consultant on the date this Agreement becomes effective; or (iv) is required to be disclosed by law, government regulation, or court order; provided, however, that Consultant shall use its best efforts to provide PTC with notice and an opportunity to oppose or limit such disclosure.

(c) Without limiting the foregoing, Consultant agrees that it has only disclosed and will only disclose confidential information to employees of Consultant who have a need to know such confidential information for the sole purpose of providing Services to PTC under this Agreement. Prior to such disclosure, Consultant shall advise and require such employees to be bound by the terms of this Agreement. Consultant shall be liable for any breach of this Agreement by its employees or agents.

(d) Unless otherwise agreed in writing, any information disclosed by Consultant to PTC shall be considered nonconfidential as to PTC and may be used by PTC without limitation or obligation to Consultant.

(e) Consultant agrees to promptly return, following the Term or upon earlier request by PTC, all materials in Consultant's possession that were either (i) supplied by PTC or its representatives in conjunction with the Services or (ii) generated by Consultant in the performance of the Services and contain or reference Proprietary Information. This obligation of return of materials is in addition to, and shall

not be construed to limit, any deliverables with respect to the Services.

INTELLECTUAL PROPERTY

(a) Consultant hereby assigns to PTC any right, title, and interest Consultant may have in any know-how, invention, discovery, improvement, or other intellectual property which Consultant develops as a result of performing the Services, other than Consultant Intellectual Property as that term is defined in the following paragraph. Any intellectual property assignable to PTC pursuant to the preceding sentence is hereinafter referred to as "PTC Intellectual Property". Upon the request of PTC, Consultant shall (i) provide such documentation relating to any PTC Intellectual Property, and (ii) execute such further assignments, documents, and other instruments, as may be necessary to assign PTC Intellectual Property to PTC and to assist PTC in applying for, obtaining and enforcing patents or other rights in the United States and in any foreign country with respect to any PTC Intellectual Property. PTC will bear the cost of preparation of all patent or other applications and assignments, and the cost of obtaining and enforcing all patents and other rights to PTC Intellectual Property. Consultant hereby designates PTC as agent, and grants to PTC a power of attorney with full power of substitution, for the purpose of effecting the foregoing assignments. Consultant agrees not to publish any PTC Intellectual Property without the prior written consent of PTC.

(b) PTC acknowledges that Consultant may possess intellectual property relevant to Consultant's business generally, and not developed specifically for PTC or as a direct result of performing the Services. Any intellectual property described by the preceding sentence is hereinafter referred to as "Consultant Intellectual Property." Consultant hereby grants PTC a perpetual, fully paid-up, irrevocable, non-exclusive license to the Consultant Intellectual Property for the purposes of receiving or enjoying the benefits of the Services, or of using the end products of the Services.

TERM AND TERMINATION

(a) Unless terminated earlier pursuant to the following paragraph, this Agreement shall terminate (the "Term") on the later to occur of (i) the second anniversary of the Effective Date^{***}, and (ii) termination of the assignment set forth in the first sentence under the heading "Services," above. The parties may extend the Term by mutual written agreement.

(b) Without limiting any rights which either party to this Agreement may have by reason of any default by the other party, each party reserves the right to terminate this Agreement at its convenience by written notice given to the other party. Such termination for convenience shall be effective (i) immediately upon delivery of notice to Consultant, if terminated by PTC, or (ii) upon the date not earlier than two weeks following the date of such notice as shall be specified in said notice, if terminated by Consultant.

(c) Termination of this Agreement under this section shall not affect (i) PTC's obligation to pay for services previously

performed by Consultant or expenses reasonably incurred by Consultant for which Consultant is entitled to reimbursement under this Agreement, or (ii) Consultant's continuing obligations to PTC under the Confidentiality, Intellectual Property, Term and Termination, and Miscellaneous sections of this Agreement. However, Consultant shall not be entitled to any continuing compensation of any nature following termination.

MISCELLANEOUS

(a) Failure of any party to insist, in one or more instances, on performance by the other in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted hereunder or of the future performance of any such term or condition or of any other term or condition of this Agreement, unless such waiver is contained in a writing signed by or on behalf of the waiving party.

(b) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey, without application of the conflicts of law provisions thereof.

(c) PTC may assign its rights and obligations hereunder (i) to any person or entity who succeeds to all or substantially all of PTC's business or that aspect of PTC's business in which Consultant is principally involved, or (ii) to any affiliate wholly-owned by or under common control with PTC. Consultant's rights and obligations under this Agreement are of a personal nature and therefore may not be assigned without the prior written consent of PTC.

(d) This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and authorized assigns of the parties, as the case may be.

(e) The relationship created by this Agreement shall be that of third party contractor, and Consultant shall not be entitled to any rights, benefits, or privileges of PTC employees, nor shall Consultant have any authority to bind or act as agent for PTC or its employees for any purpose.

(f) Neither party shall use the other's name in any commercial advertisement or similar material that is used to promote or sell products or services, unless it first obtains the written consent of the other party to such use.

(g) Consultant acknowledges that any breach or threatened breach of the terms or conditions of this Agreement will result in substantial, continuing and irreparable injury to PTC. Therefore, Consultant agrees that, in addition to any other remedy that may be available to PTC, PTC shall be entitled to injunctive or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach of this Agreement, and Consultant waives any requirements relating to the posting of bond or other surety in connection with such injunctive or equitable relief.

(h) Notice or payments given by one party to the other hereunder shall be in writing and deemed to have been properly given or paid if deposited with the United States

Postal Service, registered or certified mail, or recognized courier service, addressed as follows:

PTC:

PTC Therapeutics, Inc.
Attention: Legal Department
100 Corporate Court
Middlesex Business Center
South Plainfield NJ 07080

with an email copy to: legal@ptcbio.com

Consultant:

(i) This Agreement replaces all previous agreements and the discussions relating to the subject matters hereof and constitutes the entire agreement between PTC and Consultant with respect to the subject matters of this Agreement. This Agreement may not be modified in any respect by any verbal statement, representation, or agreement made by any employee, officer, or representative of PTC, or by any written documents unless it is signed by an officer of PTC and by Consultant.

j) If any term or provision of this Agreement is deemed invalid, contrary to, or prohibited under applicable laws or regulations of any jurisdiction, the remainder of this Agreement shall remain in effect, and the relevant term or provision shall be limited to the maximum permissible extent.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first stated above.

CONSULTANT



Lukiana Amedzo
SSN/Tax ID: [REDACTED]

PTC THERAPEUTICS, INC.



Mark Boulding
Executive VP & Chief Legal Officer