

PATENT ASSIGNMENT COVER SHEET

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ANNAMARIA NAGGI	05/05/2016
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WORLDWIDE PATENT ASSIGNMENT

This WORLDWIDE PATENT ASSIGNMENT (this "Assignment") is made as of May 2nd, 2016, from GIANGIACOMO TORRI ("Torri") and ANNAMARIA NAGGI ("Naggi") and, together with Torri, the "Assignors") to CENTRO ALTA TECNOLOGIA ISTITUTO DI RICERCHE CHIMICHE E BIOCHIMICHE G. RONZONI S.R.L., an Italian *Società a Responsabilità Limitata* company ("Assignee").

RECITALS

- A. Assignors are the inventors of the Assigned Patents (as defined below).
- B. Pursuant to a letter dated 28/10/2013 and executed by Assignors ("the 28/10/2013 Letter"), Assignors have previously agreed to assign to Assignee (referred to therein as "society CAT Ronzoni") rights to inventions titled "carboxylate derivatives of glycosaminoglycans and their use as drugs" and "Of N-desulfated glycosaminoglycan derivatives and their use as drugs" to Assignee. For avoidance of doubt, Assignor and Assignee agree that the invention rights set forth in the 28/10/2013 Letter refer to the Assigned Patents.
- C. Assignors and Assignee desire, by execution of this Assignment, to confirm the assignment of all of Assignors' rights, title and interest in and to the Assigned Patents to Assignee.

AGREEMENTS

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to confirm the assignment of rights set forth in the 28/10/2013 Letter, Assignors and Assignee mutually agree as follows:

- Definition of Assigned Patents. The term "Assigned Patents" shall mean the patents listed in Appendix A attached hereto and made a part hereof, as well as: (a) all rights to claim priority in any Assigned Patents and all rights in and to any and all inventions which are disclosed in any Assigned Patents; (b) any and all patents maturing from a continuation, continuation-in-part, division, reissue or reexamination of any Assigned Patents and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model or other United States or foreign patent; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past or future infringements thereof.
- Assignment of the Assigned Patents. Assignors hereby sell, assign and transfer to Assignee, its successors and assigns all of Assignors' right and title to and interest in the Assigned Patents, including the right to claim priority in and to the same. Assignee hereby acknowledges and accepts the terms and conditions set forth in the "Third Party Waiver Requests and Decision" letter from NIH dated April 27, 2016, which are incorporated by reference herein.

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3. Further Assurances. (a) Assignors further agree to take all reasonable and necessary steps to implement the provisions of the Assignment; (b) Assignors agree to assist Assignee in the prosecution of any assigned patent applications upon Assignee's reasonable request; and (c) Assignors shall provide Assignee, its successors and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of affidavits, declarations, oaths, exhibits, assignments, or other documentation) as may be reasonably required in the implementation of this Assignment. Assignors warrant that Assignors have the full and unencumbered right to sell, assign, and transfer the Assigned Patents This Assignment of the Assigned Patents is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature, except for the terms and conditions set forth in the "Third Party Waiver Requests and Decision" letter from NIH dated April 27, 2016 .

4. Facsimile Signature; Counterparts. This Assignment may be executed by facsimile delivery or other electronic means (*i.e.*, PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

[Signature page follows.]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNORS:

Giangiàcomo Torri
Giangiàcomo Torri, Ph.D

Annamaria Naggi
Annamaria Naggi, Ph.D

ASSIGNEE:

CENTRO ALTA TECNOLOGIA ISTITUTO DI
RICERCHE CHIMICHE E BIOCHIMICHE G.
RONZONI S.R.L.

By: *Giangiàcomo Torri*
Name: Giangiàcomo Torri
Title: President

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APPENDIX A
ASSIGNED PATENTS

International Application Number	International Publication Number	International Filing Date	International Publication Date
PCT/EP2014/072707	WO 2015/062951 A1	October 23, 2014	May 7, 2015
PCT/EP2014/072676	WO 2015/067471 A1	October 22, 2014	May 14, 2015

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