

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6055683

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PIOTR KOWALCZYK	10/26/2019
RECEIVING PARTY DATA		
Name:	NODTHERA LIMITED	
Street Address:	SUITE 8, THE MANSION, CHESTERFORD RESEARCH PARK	
Internal Address:	LITTLE CHESTERFORD,	
City:	SAFFRON WALDEN, ESSEX	
State/Country:	UNITED KINGDOM	
Postal Code:	CB10 1XL	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16493816
CORRESPONDENCE DATA		
Fax Number:	(202)842-7899	
<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>		
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ATTORNEY DOCKET NUMBER:	NODT-002N01US 330150-2022	
NAME OF SUBMITTER:	CHRISTINE E. DUNNE	
SIGNATURE:	/Christine E. Dunne/	
DATE SIGNED:	04/10/2020	
Total Attachments: 15		
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CONFIRMATORY ASSIGNMENT

THIS DEED OF ASSIGNMENT is made the 26 day of OCTOBER 2019
between:

(1) **Dr Piotr Kowalczyk**

c/o Selvita S.A., Park Life Science, ul. Bobryzynskiego 14, 30-348 Krakow, Poland
(hereinafter referred to as "Dr Kowalczyk")

(2) **Selvita S.A.**

of Park Life Science, ul. Bobryzynskiego 14, 30-348 Krakow, Poland
a company incorporated and registered in Poland (hereinafter referred to as "Selvita")

(3) **Nodthera Limited**

of Suite 8, The Mansion, Chesterford Research Park, Little Chesterford, Saffron Walden, Essex,
CB10 1XL, United Kingdom

a company incorporated and registered in Scotland (Company No. SC540381) - registered office
address: 13 Queens Road, Aberdeen, Scotland, AB15 4YL, United Kingdom (previous registered
office address: 137a George Street, Edinburgh, Scotland, EH2 4JY, United Kingdom) (hereinafter
referred to as "Nodthera")

WHEREAS

- (a) Dr Piotr Kowalczyk ("the Inventor") was involved in the making of an invention relating to Chemical Compounds as further described in Schedule A ("the Invention").
- (b) At the date of making the Invention, the Inventor was an employee of Selvita. The employment contract between the Inventor and Selvita states that the Employer (Selvita) shall have the right to the patent for the invention of the Employee (the Inventor) which appeared as a result of executing his obligations; and the right to the patent on the invention prepared by the Employee with the help of the Employer shall be entirely transferred to the Employer. The Invention was made as a result of the Inventor executing his obligations.
- (c) Selvita and Nodthera entered into a Discovery Agreement dated 28 July 2016, under which Nodthera owns any and all Discovery Collaboration Patents as defined in the Discovery Agreement. A Deed of Assignment between Selvita and Nodthera executed in March 2018 states that British patent application number GB1703979.3 is such a Discovery Collaboration Patent.
- (d) Nodthera filed on 13 March 2017 an application for a British patent relating to the Invention and entitled "Chemical Compounds", which has been allocated application number GB 1703979.3 as further described in Schedule B ("the British Application").
- (e) Nodthera filed on 12 March 2018 an application for an International patent relating to the Invention and entitled "Chemical Compounds", which has been allocated application number

PCT/GB2018/050623 as further described in Schedule B ("the International Application"), and which claims priority to the British Application.

- (f) The Inventor and Selvita (together "the Assignors") and each of them now wish to execute this Confirmatory Assignment document in order to confirm and/or assign to Nodthera (insofar as such rights are not already so vested) any and all rights as the Assignors and each of them hold in the Invention and related intellectual property rights, including the British Application and the International Application.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

"INTELLECTUAL PROPERTY" means all copyright and database rights, patents, trade marks, registered and unregistered design rights, all rights to bring an action for passing off, all rights to apply for protection in respect of any of the above rights and any applications made in respect of any of the above rights, and all other intellectual property rights in any jurisdiction, rights in know-how and trade secrets and all legal rights protecting the confidentiality of any information or materials.

"ASSIGNED INVENTIONS" means the Invention and any improvements to the Invention to the extent owned by the Assignors or any of them.

"INTELLECTUAL PROPERTY RIGHTS" means all Intellectual Property in Assigned Inventions, including but not limited to the Patent applications identified in Schedule B.

2. ASSIGNMENT

2.1 In consideration of the sum of £1 (one pound Sterling), now paid by Nodthera ("the Assignee") to the Assignors (the receipt of which the Assignors hereby acknowledge), the Assignors and each of them assigns to the Assignee the Assigned Inventions and such Intellectual Property Rights as they hold together with all rights of action arising or accrued in relation to the Intellectual Property Rights and Assigned Inventions including, without limitation, the right to claim priority and to take proceedings and recover damages and obtain all other remedies in respect of infringements (including past infringements) of such Intellectual Property Rights and Assigned Inventions.

3. GRANTED PATENTS

The Assignee shall by virtue of this confirmation and Assignment be entitled to the grant of any patents which issue anywhere in the world and which derive from the British Application and/or the International Application.

4. MORAL RIGHTS

The Assignors and each of them unconditionally and irrevocably waive, in respect of the Invention, such moral rights as are conferred by Chapter IV of Part I of the Copyright, Designs and Patents Act 1988 or other laws in force from time to time enacted in any part of the world conferring analogous rights. For the avoidance of doubt, nothing in this Confirmatory Assignment shall be construed as a waiver of any right to be named on a patent application as an inventor of the Assigned Inventions.

5. WARRANTIES

5.1 The Assignors and each of them warrant to the Assignee that they are free to assign to the Assignee the Intellectual Property Rights and Assigned Inventions assigned by Clause 2.1 above and that they have not previously assigned or otherwise disposed of or encumbered any Intellectual Property in the Intellectual Property Rights or Assigned Inventions (other than by virtue of the employment contract and Discovery Agreement as referred to in recitals (b) and (c) above).

5.2 The Assignors and each of them agree at all times at the Assignee's reasonable request and at the Assignee's expense to execute all such documents and do any further acts required to:

- (a) give effect to this Confirmatory Assignment and maintain the Intellectual Property Rights; and
- (b) apply for any patents or other forms of protection in respect of the Assigned Inventions throughout the world.

5.3 The Assignors and each of them shall provide all reasonable assistance at the Assignee's cost necessary in connection with bringing or defending any proceedings relating to any of the Intellectual Property Rights.

6. MISCELLANEOUS

6.1 Any notice or other communication required to be given by any party to another shall be given in writing and served at the other's address stated above (or such other address as each party may notify to the others in writing) by first class post, or by personal delivery and shall be deemed to have been given: a) if delivered by personal delivery, when delivered or upon refusal of receipt; or b) in the case of first class post 48 (forty eight) hours after posting,

6.2 The Recitals form part of this Confirmatory Assignment and the terms defined in the Recitals shall be so interpreted throughout this Confirmatory Assignment.

6.3 This Confirmatory Assignment shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

SCHEDULE A: Chemical Compounds

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Example no.	Structure	Name
2A		methyl 2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(3-hydroxyphenyl)propanoate
2B		Methyl 2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(2-hydroxyphenyl)propanoate
2C		methyl 3-(3-acetylphenyl)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)propanoate
2D		methyl (2R)-3-(4-cyanophenyl)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)propanoate
2E		methyl (2R)-3-(3-cyanophenyl)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)propanoate
2F		methyl (2R)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(pyridin-2-yl)propanoate

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2G		methyl 2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(3-(hydroxymethyl)phenyl)propanoate
2H		methyl (2R)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(pyridin-3-yl)propanoate
2I		methyl 2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(3-(1-methyl-1H-imidazol-5-yl)phenyl)propanoate
2J		Methyl 2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(3-(1H-pyrazol-5-yl)phenyl)propanoate
2K		methyl (2R)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(3-hydroxyphenyl)propanoate
2L		methyl (2R)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(3-(1H-pyrazol-3-yl)phenyl)propanoate

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2M		methyl (2R)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(3-(hydroxymethyl)phenyl)propanoate
2N		methyl (2R)-3-amino-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)propanoate
2O		methyl (2R)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-4-(methylsulfanyl)butanoate
2P		methyl (2R)-3-(3-acetamidophenyl)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)propanoate
2Q		methyl 2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(1-methyl-1H-pyrazol-4-yl)propanoate
2R		methyl (2R)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(3-(2-oxopyrrolidin-1-yl)phenyl)propanoate

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2S		1,5-dimethyl (2R)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)pentanedioate
2T		ethyl 2-(((1H,2H,3H,6H,7H,8H,9H-cyclopenta[a]naphthalen-5-yl)carbamoyl)amino)acetate
2U		methyl (2R)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(3-((1H-pyrazol-3-yl)amino)phenyl)propanoate
2V		(2R)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(3-((1H-pyrazol-3-yl)amino)phenyl)propanoic acid
2W		1,4-dimethyl (2R)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)butanedioate
2X		ethyl 2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)acetate

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2Y		methyl (2R)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-phenylpropanoate
2Z		methyl (2R)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(4-hydroxyphenyl)propanoate
2AA		propan-2-yl 2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)acetate
2BB		methyl (2R)-3-carbamoyl-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)propanoate
2CC		methyl (2R)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(thiophen-2-yl)propanoate
2DD		methyl 2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(1H-imidazol-1-yl)propanoate
2EE		methyl 2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)acetate

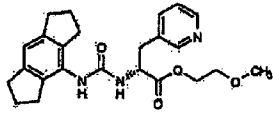
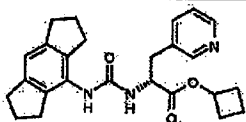
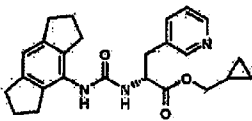
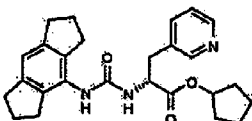
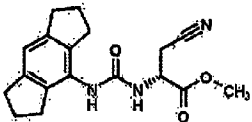
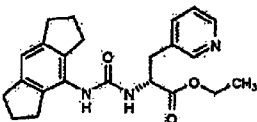
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2FF		(2S)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-phenylpropanoic acid
2GG		methyl 2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-phenylpropanoate
2HH		methyl (2R)-3-(3-aminophenyl)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)propanoate
2II		methyl (2R)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-methoxypropanoate
2JJ		methyl (2R)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-hydroxypropanoate
2KK		ethyl (2R)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(3-(1H-pyrazol-4-yl)phenyl)propanoate
2LL		(2R)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(pyridin-3-yl)propanoic acid

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2MM		2-methoxyethyl (2R)-2-[[[1,2,3,5,6,7-hexahydro-s-indacen-4-yl]carbonyl]amino]-3-(pyridin-3-yl)propanoate
2NN		cyclobutyl (2R)-2-[[[1,2,3,5,6,7-hexahydro-s-indacen-4-yl]carbonyl]amino]-3-(pyridin-3-yl)propanoate
2OO		cyclopropylmethyl (2R)-2-[[[1,2,3,5,6,7-hexahydro-s-indacen-4-yl]carbonyl]amino]-3-(pyridin-3-yl)propanoate
2PP		cyclopentyl (2R)-2-[[[1,2,3,5,6,7-hexahydro-s-indacen-4-yl]carbonyl]amino]-3-(pyridin-3-yl)propanoate
2QQ		methyl (2R)-3-cyano-2-[[[1,2,3,5,6,7-hexahydro-s-indacen-4-yl]carbonyl]amino]propanoate
2RR		ethyl (2R)-2-[[[1,2,3,5,6,7-hexahydro-s-indacen-4-yl]carbonyl]amino]-3-(pyridin-3-yl)propanoate

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2SS		(2R)-2-([(1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl]amino)-3-phenylpropanoic acid
2TT		methyl 2-([(1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl]amino)-3-(4-methyl-1H-pyrazol-1-yl)propanoate
2UU		ethyl (2R)-2-([(2,6-bis(propan-2-yl)phenyl)carbamoyl]amino)-3-(pyridin-3-yl)propanoate
2VV		ethyl 2-([(1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl]amino)-3-(pyrimidin-2-yl)propanoate
2WW		methyl (2R)-2-([(1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl]amino)-3-(5-methoxypyridin-3-yl)propanoate
2XX		ethyl 2-([(1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl]amino)-3-(3-methyl-1,2,4-oxadiazol-5-yl)propanoate
2YY		methyl (2R)-2-([(1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl]amino)-3-(pyridazin-3-yl)propanoate

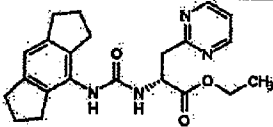
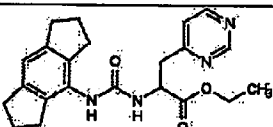
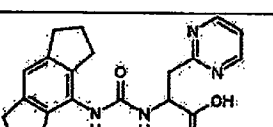
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2ZZ		ethyl 2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(1,2-oxazol-4-yl)propanoate
2AB		Ethyl 2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(1,2-oxazol-3-yl)propanoate
2AC		ethyl 2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(1,3-oxazol-2-yl)propanoate
2AD		ethyl (2R)-2-(((6-(propan-2-yl)-2,3-dihydro-1H-inden-5-yl)carbamoyl)amino)-3-(pyridin-3-yl)propanoate
2AE		methyl (2R)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(pyrimidin-5-yl)propanoate
2AF		methyl (2R)-2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(pyrazin-2-yl)propanoate
2AG		ethyl 2-(((1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl)amino)-3-(pyridazin-4-yl)propanoate

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2AH		ethyl (2R)-2-([(1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl]amino)-3-(pyrimidin-2-yl)propanoate
2AI		ethyl 2-([(1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl]amino)-3-(pyrimidin-4-yl)propanoate
2AJ		2-([(1,2,3,5,6,7-hexahydro-s-indacen-4-yl)carbamoyl]amino)-3-(pyrimidin-2-yl)propanoic acid

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SCHEDULE B

<u>Country</u>	<u>Filed</u>	<u>Patent Application No.</u>	<u>Title</u>
GB	13 March 2017	1703979.3	Chemical Compounds
PCT	12 March 2018	PCT/GB2018/050623	Chemical Compounds

IN WITNESS WHEREOF the parties hereto have hereunto executed this Assignment the day and year first above written.

Signed as a deed by Dr Piotr Kowalczyk in the presence of:

Signature: *Piotr Kowalczyk*

Signature of Witness: *Magdalena Kowalczyk*

Name of Witness (in BLOCK CAPITALS): MAGDALENA KOWALCZYK

Address of Witness: PRUSZYŃSKA 29/240 WARSZAWA

Executed as a deed by Selvita S.A. acting by a director in the presence of:

Signature: *Krzysztof Brzóska* **Krzysztof Brzóska, PhD**

Position at Selvita S.A.: *Kowalczyk* **Executive Vice President
Chief Scientific Officer**

Signature of Witness: *Milosz Grlica*

Name of Witness (in BLOCK CAPITALS): *Milosz Grlica* **Milosz Grlica, PhD
Director of Biology Department
Board Member**

Address of Witness:

Executed as a deed by Nodihera Limited acting by a director in the presence of:

Signature: *Wanda Dixon*

Position at Nodihera Limited: *Director*

Signature of Witness: *Wanda Dixon*

Name of Witness (in BLOCK CAPITALS): WANDA DIXON

Address of Witness: 29 RINTOUL PL, EDINBURGH