

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6076370

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	THERACHON SAS	11/29/2019
RECEIVING PARTY DATA		
Name:	THERACHON HOLDING GMBH	
Street Address:	GROSSPETERANLAGE 29	
City:	BASEL	
State/Country:	SWITZERLAND	
Postal Code:	4052	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
Application Number:	15541993	
Application Number:	16796666	
Application Number:	62359607	
Application Number:	62467478	
Application Number:	15943436	
Application Number:	16417174	
Application Number:	62561140	
Application Number:	16649208	
CORRESPONDENCE DATA		
Fax Number:	(617)646-8646	
<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:	617-646-8000	
Email:	patents_RobertS@wolfgreenfield.com, london.summers@wolfgreenfield.com	
Correspondent Name:	ROBERT N. SAHR	
Address Line 1:	WOLF, GREENFIELD & SACKS, P.C.	
Address Line 4:	BOSTON, MASSACHUSETTS 02210	
ATTORNEY DOCKET NUMBER:	P1139.90000US00	
NAME OF SUBMITTER:	ROBERT N. SAHR	
SIGNATURE:	/Robert N. Sahr/	

DATE SIGNED:	04/24/2020
Total Attachments: 6 source=P113990000US00-ASI-ROS#page1.tif source=P113990000US00-ASI-ROS#page2.tif source=P113990000US00-ASI-ROS#page3.tif source=P113990000US00-ASI-ROS#page4.tif source=P113990000US00-ASI-ROS#page5.tif source=P113990000US00-ASI-ROS#page6.tif	

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Assignment") is made effective as of November 29, 2019 (the "Effective Date"), by and between Therachon SAS, a French *société par actions simplifiée* organized under the laws of France, whose main office is located at 291 Rue Albert Caquot, 06560 Valbonne, France (in course of transfer at 23-25 avenue du Docteur Lannelongue, 75014 Paris, France) ("Assignor") and Therachon Holding GmbH, a Swiss limited liability company organized under the laws of Switzerland, whose main office is located at Grosspeteranlage 29, 4052 Basel, Switzerland ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain ASSET TRANSFER AGREEMENT, dated as of November 29, 2019 (the "Asset Transfer Agreement"); and

WHEREAS, pursuant to the Asset Transfer Agreement, Assignor has assigned to Assignee all of Assignor's right, title and interest in, to and under the patents and applications therefor identified on Schedule A hereto (collectively, the "Assigned Patent Rights");

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged and in consideration of the mutual agreements, provisions and covenants contained in the Asset Transfer Agreement and this Assignment, the Parties, intending to be legally bound, hereby agree as follows:

1. **Conveyance.** Pursuant to Section 1.1 of the Asset Transfer Agreement, Assignor contributed, assigned, transferred, and conveyed to Assignee its entire right, title and interest in, to and under (a) the Assigned Patent Rights, for the United States and for all other countries, including any and all (i) divisionals, continuations, and continuations-in-part that claim priority to any Assigned Patent Rights to the extent the claims thereof are entirely supported by such Assigned Patent Rights, (ii) reissues, renewals, extensions, or additions of the Assigned Patent Rights, (iii) foreign equivalents of the Assigned Patent Rights, and (iv) rights to apply for, prosecute and obtain patents in respect of any of the inventions to the extent fully supported by the Assigned Patent Rights in any country of the world, including the right to claim priority from the Assigned Patent Rights under the Paris Convention for the Protection of Industrial Property, and under any and all other such treaties and agreements which afford similar priority-claiming privileges, in all countries of the world, (b) the right to sue for and to recover damages and other remedies in respect of any past, present or future infringement or other unauthorized use of the Assigned Patent Rights, and (c) any and all claims for financial compensation (including but not limited to damages) in connection with past infringements of any Assigned Patent Right.

2. **Issuance and Recordation.** Assignor hereby authorizes and requests the applicable governmental authority with jurisdiction over patents and any official of any country whose duty it is to issue patents on applications as described above, to issue any and all Assigned Patent Rights to Assignee, its successors and assigns, in accordance with the terms of this Assignment. Assignor hereby requests the applicable governmental authority with jurisdiction over patents, and the corresponding entities or agencies in any applicable jurisdiction, to record Assignee as the assignee and owner of the Assigned Patent Rights. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Patent Rights.
3. **Taxes.** The assignment of the Assigned Patent Rights to a taxable person established in a non-EU state is not subject to VAT in France pursuant to article 259-1 of the French Tax Code. As the Assigned Patent Rights are not commercialized nor otherwise exploited so that no customer base is attached thereto, their assignment shall not be subject to the proportional transfer duty provided at article 719 of the French Tax Code, nor to the fixed transfer duty provided for in article 731 of the French Tax Code.
4. **No Modification.** Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignee or Assignor under the Asset Transfer Agreement or any other agreement entered into by the Parties or any of their affiliates.
5. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
6. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same assignment and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart.
7. **Interpretation.** The Article and Section headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Assignment.
8. **Further Assurances.** Assignor and Assignee hereby covenant and agree, without the necessity of any further consideration, to execute, acknowledge, and deliver any and all such other documents and take any such other action as may be reasonably necessary or appropriate to implement this Assignment and carry out the intent and purposes of this Assignment.
9. **Governing Law.** This Assignment shall be governed by and construed and interpreted in accordance with the laws of New York, United States of America.

10. **Jurisdiction.** Any judicial proceeding brought by either of the Parties hereunder against the other with respect to this Assignment may be exclusively brought in the competent courts of New York, and, by its execution and delivery of this Assignment, Assignor (a) accepts, generally and unconditionally, the jurisdiction of such courts and irrevocably agrees to be bound by any judgment rendered thereby and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Assignor consents that service of process upon it may be made by certified or registered mail, return receipt requested, at its address specified or determined above and service so made shall be deemed completed when received. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of Assignee to bring proceedings against Assignor in the courts of any other jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed
by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Therachon SAS

A handwritten signature in black ink, appearing to read 'Valerie Rizzi-Puechal', written over a horizontal dotted line.

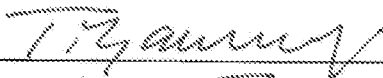
Name: Valerie RIZZI-PUECHAL

Title: President

IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNEE:

Therachon Holding GmbH

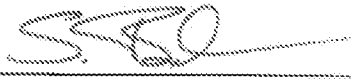


Name: Simon T. K. Kov

Title: Managing Director

ASSIGNEE:

Therachon Holding GmbH



Name: Sabine Bruckner

Title: Managing Director

SCHEDULE A

Docket Number	Country	Application Number	Application Date	Status	Owner at PTO	Title
040175A	Canada	2972885	7-Jan-15	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fgfr3 Decoys For Treating Skeletal Growth Disorders
040175	European Patent Convention	15290003.1	7-Jan-15	Inactive	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fgfr3 Decoys For Treating Skeletal Growth Disorders
040175A	European Patent Convention	1519873.5	7-Jan-15	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fgfr3 Decoys For Treating Skeletal Growth Disorders
040175A	Hong Kong	15195847.6	7-Jan-15	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fgfr3 Decoys For Treating Skeletal Growth Disorders
040175A	Japan	2017-535917	7-Jan-15	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fgfr3 Decoys For Treating Skeletal Growth Disorders
040175A	Patent Cooperation Treaty	PCT/IB2015/000483	7-Jan-15	Inactive	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fgfr3 Decoys For Treating Skeletal Growth Disorders
040175A	United States	15/541893	7-Jan-15	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fgfr3 Decoys For Treating Skeletal Growth Disorders
040180A	Australia	201729455.1	7-Jul-17	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180A	Bahrain	BP 15/2019	7-Jul-17	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180A	Brazil	BR1120190002579	7-Jul-17	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180A	Canada	15025877	7-Jul-17	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180A	China P.R.	201780045433.8	7-Jul-17	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180A	European Patent Convention	17742195.5	7-Jul-17	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180A	Israel	1544030	7-Jul-17	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180A	Japan	2019-500261	7-Jul-17	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180A	Korea South	10-2015-7082802	7-Jul-17	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180A	Kuwait	PCT/24/2018	7-Jul-17	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180A	Mexico	MX/a/2015/015257	7-Jul-17	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180A	New Zealand	142510	7-Jul-17	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180A	Oman	OM/P/2015/00009	7-Jul-17	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180A	Patent Cooperation Treaty	PCT/EP2017/05711.5	7-Jul-17	Inactive	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180A	Qatar	QA/201501/000015	7-Jul-17	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180A	Russian Federation	2019100381	7-Jul-17	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180A	Saudi Arabia	1519400015	7-Jul-17	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180A	Singapore	112019000749V	7-Jul-17	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180A	South Africa	2019/00507	7-Jul-17	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180A	United Arab Emirates	P5000022/2015	7-Jul-17	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180	United States	62/353807	7-Jul-15	Inactive	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180	United States	62/467479	3-Jun-17	Inactive	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040180A	United States	15/843435	7-Jul-17	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM	Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides And Uses Thereof
040181A	Patent Cooperation Treaty	PCT/EP2018/07547.1	20-Sep-18	Filed	Therachon SAS/Université Nice Sophia Antipolis/INSERM/CHRS	Treatment Of Abnormal Visceral Fat Deposition Using Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides
040181	United States	62/561140	20-Sep-17	Inactive	Therachon SAS/Université Nice Sophia Antipolis/INSERM/CHRS	Treatment Of Abnormal Visceral Fat Deposition Using Soluble Fibroblast Growth Factor Receptor 3 (Sgfr3) Polypeptides

Paris 15498210.5

PATENT

RECORDED: 04/24/2020

REEL: 052483 FRAME: 0891