

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6199754

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RA CAPITAL MANAGEMENT, LP	12/26/2019
RECEIVING PARTY DATA	
Name:	AEROVATE THERAPEUTICS INC.
Street Address:	200 BERKELEY STREET
Internal Address:	18TH FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16874118
CORRESPONDENCE DATA	
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<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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Correspondent Name:	BROWN RUDNICK, LLP
Address Line 1:	ONE FINANCIAL CENTER
Address Line 4:	BOSTON, MASSACHUSETTS 02111
ATTORNEY DOCKET NUMBER:	AERO-002/01US 34942/14
NAME OF SUBMITTER:	ADAM M. SCHOEN
SIGNATURE:	/ADAM M. SCHOEN/
DATE SIGNED:	07/14/2020
Total Attachments: 5	
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ASSIGNMENT

WHEREAS I, Authorized Signatory of Assignor,

RA Capital Management, LP

hereinafter referred to as "Assignor(s)" have made an invention(s), hereinafter referred to as the "Invention(s)," set forth in an application for patent, entitled: **INHALABLE IMATINIB FORMULATIONS, MANUFACTURE, AND USES THEREOF**, which is a:

- (1) ☒ United States provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. 62/849,056, and filed on May 16, 2019 ; or
- (2) ☐ United States non-provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. , and filed on ; or
- (3) ☐ international (PCT) application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. , and filed on ; or
- (4) ☐ foreign application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. , and filed on .

WHEREAS, AEROVATE THERAPEUTICS INC., whose post office address is 200 Berkeley St 18th Floor, Boston, MA 02116 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Inventions; the applications for patent identified above; the right to file applications for patent of any country on the Inventions; any application for patent of any country claiming priority to these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these patents applications; and any patent of any country that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified above;
- (c) the right to file applications for patent of any country on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of any country claiming the Invention(s);
- (e) any application(s) for patent of any country claiming priority to the application for patent identified above or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of any country that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of BROWN RUDNICK LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1), (2), (3), or (4) when known.

The Assignor hereby requests the patent authority to issue/grant said patents of their respective country to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

RA Capital Management, L.P.
by its General Partner
RA Capital Management GP, LLC

Date: _____

By: _____

Name: Rajeev Shih

Title: Manager

Date: _____

By: _____

Witness Signature

By: SARAH REED
Witness Name

Date: _____

By: 
Aerovate Therapeutics Inc.

Name: ANDREW LEVIN

Title at Assignee: DIRECTOR

Date: _____

By: 
Witness Signature

By: SARA MUMENIMEN
Witness Name

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