

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PURETECH MANAGEMENT, INC.	01/25/2019
RECEIVING PARTY DATA	
Name:	ARIYA THERAPEUTICS, INC.
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16642794
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NAME OF SUBMITTER:	ANDREA L.C. REID
SIGNATURE:	/Andrea L.C. Reid/
DATE SIGNED:	07/17/2020
Total Attachments: 3	
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source=Assignment_PTM_Ariya#page2.tif	
source=Assignment_PTM_Ariya#page3.tif	

**PATENT ASSIGNMENT
BY PURETECH MANAGEMENT, INC.**

This PATENT ASSIGNMENT is made by and between PureTech Management, Inc., ("Assignor"), a Delaware corporation, and Ariya Therapeutics, Inc. ("Assignee"), a Delaware corporation.

WHEREAS, Ketki Karanam ("Karanam") is an inventor, or co-inventor, of the invention described and claimed in "**LYMPHATIC SYSTEM-DIRECTING LIPID PRODRUGS**" set forth in Application No. **PCT/US2018/048642**, filed **August 29, 2018** (the "Assigned Patent Application");

WHEREAS, Karanam executed an Invention and Non-Disclosure Agreement ("Agreement") with PureTech Management, Inc., effective as of March 25, 2013, whereby Karanam fully assigned all of her right, title and interest in the Assigned Patent Application to PureTech Management, Inc.;

WHEREAS, Assignee wishes to acquire the entire right, title and interest in and to the Assigned Patent Application; and

WHEREAS, Assignor wishes to sell, assign, transfer and convey unto said Assignee, and/or confirm prior assignment, transfer, or conveyance unto said Assignee, the entire right, title and interest in and to the Assigned Patent Application.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned parties agree as follows:

1. Assignor does hereby sell, assign, transfer and convey unto the Assignee, and/or confirm prior assignment, transfer, or conveyance unto the Assignee, the entire right, title and interest in the Assigned Patent Application, and Assignee hereby ratifies and confirms the assumption and acceptance of, all of Assignor's worldwide right, title, and interest in and to: (a) such Assigned Patent Application, together with all registrations and applications for the foregoing; and all rights to request, apply for, file and register patent rights in any of the foregoing; (b) all applications, including provisional applications, continuation applications, divisional applications, substitute applications and continuation-in-part applications claiming the benefit of the filing date of or priority to the foregoing; all patents of addition of the foregoing; all continued examinations, re-examinations, inter partes review and post-grant review certificates of the foregoing; (c) all validations, supplementary perfection certifications and extensions of the foregoing; (d) all inventions disclosed or claimed by any of the foregoing; (e) all rights to claim priority to the foregoing under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, and applicable bilateral or multilateral treaties; (f) all patents issuing from the foregoing and all amendments, reissues, and extensions of the foregoing; (g) all defenses relating to or arising from any of the foregoing, and all rights of actions arising from the foregoing, including without limitation all claims for damages by reason of infringement or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement or violation of the foregoing; and (h) all income, royalties and any other payments now and hereafter due and/or payable to in respect of the foregoing, in each case, to be held and enjoyed by Assignee for its own use and benefit and for its successors legal representatives and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, the "Assigned Patent Application Rights").

2. Assignor shall promptly execute and deliver such documents, and do and perform such acts and things as Assignee, its successors, legal representatives and/or assigns may reasonably request to give effect to, document and record, and enforce the assignment of the Assigned Patent Application Rights herein recited, including without limitation executing and delivering such other documents as may be required to give full effect to the rights of Assignee, its successors, legal representatives and assigns under this Patent Assignment in and to the Assigned Patent Application Rights worldwide.

3. Assignor further agrees, at any time, upon the reasonable request of Assignee, its successors, legal representatives and/or assigns, to execute and deliver same, any additional applications for patent arising from or relating to the Assigned Patent Application Rights, or any part or parts thereof, including without limitation any provisional, utility, design, continuation, continuation-in-part, divisional, reissue, substitute, and extension application(s) to the foregoing; and all re-examination, inter partes, post-grant and opposition certification(s) or amendments or reissues of the foregoing and all patent application(s) claiming benefit of or priority from the foregoing; and all patents issued from the foregoing. Assignor further confirms that Assignor has not made any agreement in conflict with this Patent Assignment.

4. Assignor hereby grants Assignee the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark office for recordation of this document.

5. This Patent Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns. As between the parties, this Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts applicable to agreements made and to be performed entirely within the Commonwealth of Massachusetts, without regard to the conflicts of laws principles thereof.

6. This Patent Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

As read and agreed to by:

PURETECH MANAGEMENT, INC. ("Assignor")

By: Stephen Muniz
Name: STEPHEN MUNIZ
Title: COO
Date: 1-25-19

WITNESSES

Signature: J. Hef
Signature: [Signature]

ARIYA THERAPEUTICS, INC. ("Assignee")

By: Stephen Muniz
Name: STEPHEN MUNIZ
Title: COO
Date: 1-25-19

WITNESSES

Signature: J. Hef
Signature: [Signature]