# 506175729 07/28/2020

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT					
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT				
CONVEYING PARTY DAT	ГА						
Name Execution							
GORDON JAMES FREEM	1AN		12/19/2016				
RECEIVING PARTY DAT	A						
Name:	DANA-FA	NA-FARBER CANCER INSTITUTE, INC.					
Street Address:	450 BRO						
City:	BOSTON						
State/Country:	MASSAC	CHUSETTS					
Postal Code:	02215-54	50					
PROPERTY NUMBERS T	otal: 1						
Property Type		Number					
Application Number:	16	841029					
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NAME OF SUBMITTER:		STEVEN NATHANIEL SCHAFHEIM	STEVEN NATHANIEL SCHAFHEIMER				
SIGNATURE:		/Steven Nathaniel Schafheimer/	/Steven Nathaniel Schafheimer/				
DATE SIGNED:		07/28/2020					
Total Attachments: 4	llv Execu	ted Assignment Freeman to DFCI#page	1.tif				

#### ASSIGNMENT

This Assignment Agreement is entered into by and between <u>Gordon James Freeman</u> of Brookline, Massachusetts (hereinafter "Inventor"), and **Dana-Farber Cancer Institute, Inc.**, whose address is 450 Brookline Avenue, Boston, MA 02215-5450, a company organized under the laws of Massachusetts.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, I the Inventor do hereby confirm and agree that, by operation of law and/or contract, and/or by the fulfillment of any and all legal requirements regarding the transfer of employee inventions in my country of employment, **Dana-Farber Cancer Institute**, **Inc.** is the true and lawful owner of all right, title and interest in all inventions, discoveries, patents/utility models, applications, and rights described in paragraphs (1) through (8) below.

If, however, under the laws of any country, I the Inventor nevertheless have any ownership right, title or interest in any of the items described herein (which I do not believe to be the case and make no claim in or to), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I the Inventor do hereby sell, assign and transfer to **Dana-Farber Cancer Institute, Inc.** and its successors, assigns and legal representatives (hereinafter referred to collectively as the "ASSIGNEE"), all of my right, title and interest for all countries of the world in and to

(1) all of my inventions and discoveries described in the provisional application entitled

#### **ANTIBODY MOLECULES TO TIM-3 AND USES THEREOF**

for which we have filed a PCT International Application on <u>January 30, 2015</u> and accorded International Patent Application Number <u>PCT/US2015/013913</u>;

and/or filed in the United States Patent and Trademark Office on <u>January 30, 2015</u>, and accorded Application Number <u>14/610,837</u>;

(2) the application identified in paragraph (1), and all applications claiming priority from such application, directly or indirectly, including all national stages of any international patent applications;

(3) the right to file patent, utility model, or other applications on any invention or discovery disclosed in any of the applications identified in paragraphs (1) and (2), including the right to file such applications on said inventions and discoveries in the names of ASSIGNEE or their designees or in my name, at ASSIGNEE's election and in accordance with applicable law in all countries and regions; and the right to file all patent, utility model, or other applications in all countries and regions claiming the priority of any of the provisional or non-provisional applications identified in paragraphs (1) or (2);

(4) all rights to claim priority from any of the applications referred to in paragraphs (1), (2), and (3) or from any application from which any of the applications referred to in paragraphs

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(1), (2) and (3) claim priority in all countries and regions under the Paris Convention for the Protection of Industrial Property, the WTO GATT TRIPS Agreement, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the United States patent application is a provisional patent application, under 35 USC 119(e);

(5) all continuations, continuations-in-part, and divisionals of any United States patent applications or international patent applications designating the United States, any national stages of any international applications, and any other patent applications described in paragraphs (1) through (4) hereof, including further continuations, continuations-in-part, and divisionals such as, but not limited to, continuations of continuations and continuations of divisionals;

(6) all patents, utility models, or other grants that issue from any of the applications referred to herein and all rights and remedies associated therewith including the right to sue for and recover past damages and to recover under 35 U.S.C. § 154 (d) or any other law permitting remedies for infringement prior to issuance of the patent;

(7) all registrations and confirmations of, and importation certificates based upon, one or more of said patents, utility models, or other grants, and applications for such registrations, confirmations and importation certificates and;

(8) all reissues, renewals and extensions of said patents, utility models, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said ASSIGNEE to the full ends of the terms for which said patents, utility models, registrations, confirmations, importation certificates, reexamination certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by me if this sale, assignment and transfer had not been made.

I the Inventor hereby covenant and agree that I will, at any time, (i) upon the request, but at the expense, of ASSIGNEE, execute and deliver all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, applications, patents, utility models, registrations, confirmations, importation certificates, reissues, renewals, extensions, reexamination certificates, supplementary protection certificates, and applications within the scope of (7) and (8), in ASSIGNEE, including the execution and procurement of all further documents evidencing this sale, assignment and transfer as may be necessary or desirable for recording the same in the patent office or other intellectual property office, agency or the like of any country or region, (ii) upon the request, but at the expense, of ASSIGNEE execute all additional applications within the scope of paragraphs (1) through (6) and all applications within the scope of (7) or (8), and (iii) make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of ASSIGNEE .

Should any provision of this Assignment be deemed invalid or unenforceable by reason of any law, statute, regulation or judgment, existing now or in the future in any jurisdiction, such provision shall be modified in such jurisdiction so as to nearly approximate the intent of the Parties. If this cannot be done, such invalid or unenforceable provision shall be divisible and be deleted in any such jurisdiction, and all other provisions shall remain in full force and effect. The modification or deletion of any provision in one jurisdiction shall have no effect on this Assignment in any other jurisdiction.

This Assignment shall be governed by the laws of the state of Massachusetts.

This Assignment is effective as from the earliest priority date as stated above.

12-19.2016 Cont James Freeman Gordon James Freeman

STATE OF <u>Massachusetts</u>: COUNTY OF <u>Support</u>:

On this <u>19</u> day of <u>December</u>, 20<u>16</u> before me, the undersigned notary public, personally appeared <u>Gordon James Freeman</u> (name of document signer), proved to me through satisfactory evidence of identification, which were <u>MA lucense</u>, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.



Date

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Printed name of Notary: LISH REHFUSS

My commission expires: <u>3-//-22</u>

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## Attorney Docket Nos. C2160-700210/WO(PAT056193)

## Dana-Farber Cancer Institute, Inc.

Executed this 28 day of December, 20 16. L.S. BY Name: **Erica Reed LoRe** Title: Authorized Signatory Assistant General Counsel Witnessed by: Name: Meredith Horwitz Address: 450 Brookline Ave Boston, MA 02215 Name: Ann Eisenberg Address: 450 Brookline Ave Boston, MA 02215

<u>Attention Services</u>: This document requires witnessing by two people after each signature – they can be anyone including non-patent related individuals excluding Inventor listed in this document and authorized signatories who signed on behalf of the entity in this document.

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**RECORDED: 07/28/2020**