506246078 09/10/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6292823

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MOSAIC BIOMEDICALS, S.L.U.	08/21/2020

RECEIVING PARTY DATA

Name:	MEDIMMUNE LIMITED
Street Address:	MILSTEIN BUILDING
Internal Address:	GRANTA PARK
City:	CAMBRIDGE
State/Country:	UNITED KINGDOM
Postal Code:	CB21 6GH

PROPERTY NUMBERS Total: 6

Property Type	Number
Application Number:	62467017
Patent Number:	10583191
Patent Number:	10206999
Application Number:	16470896
Application Number:	62774460
Application Number:	62943479

CORRESPONDENCE DATA

Fax Number: (301)398-9306

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.

Phone: 3013980000

Email: patents@astrazeneca.com

Correspondent Name: MEDIMMUNE LLC

Address Line 1: ONE MEDIMMUNE WAY

Address Line 4: GAITHERSBURG, MARYLAND 20878

ATTORNEY DOCKET NUMBER:	LIF IP ASSIGNMENTS		
NAME OF SUBMITTER:	KORTNI L HAYES		
SIGNATURE:	/Kortni L Hayes/		
DATE SIGNED:	09/10/2020		

PATENT
6078 REEL: 053739 FRAME: 0081

506246078

Total Attachments: 8 source=LIF IP Assignment (26 August 2020)#page1.tif source=LIF IP Assignment (26 August 2020)#page2.tif source=LIF IP Assignment (26 August 2020)#page3.tif source=LIF IP Assignment (26 August 2020)#page4.tif source=LIF IP Assignment (26 August 2020)#page5.tif source=LIF IP Assignment (26 August 2020)#page6.tif source=LIF IP Assignment (26 August 2020)#page7.tif source=LIF IP Assignment (26 August 2020)#page8.tif

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of August 26, 2020 (the "Effective Date"), by and between MOSAIC BIOMEDICALS, S.L.U., a Spanish limited liability company ("Seller"), and MEDIMMUNE LIMITED, a private limited company incorporated in England and Wales ("Assignee").

Seller and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

- A. Pursuant to a certain asset purchase agreement, dated as of the date hereof, by and between Seller, Northern Mosaic Limited Partnership (a Manitoba limited partnership) and Assignee (as such agreement may be amended, restated or otherwise modified from time to time) (the "Purchase Agreement"), the Seller has agreed to effect, and to cause its applicable Affiliates to effect, the sale, assignment, transfer, conveyance and delivery of certain assets to Assignee, upon the terms and subject to the conditions set forth in the Purchase Agreement; and
- B. Seller is willing to sell, assign, transfer, convey and deliver all of its rights in and to the Assigned Intellectual Property on the terms and subject to the conditions set forth in this Assignment.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Seller and Assignee agree as follows:

- 1. <u>Definitions</u>. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.
- 2. <u>Assignment</u>. Effective as of the Effective Date, Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, in accordance with and subject to the terms of the Purchase Agreement:
- (a) all of Seller's and all of its other Affiliates' right, title and interest in and to the Assigned Intellectual Property, including without limitation all rights of Seller under the patents and patent applications identified on Exhibit A (the "Contributed Patents"); and
- (b) all of Seller's rights of registration, maintenance, protection and defense in respect of the Assigned Intellectual Property (including, without limitation, those in respect of any interference proceedings and reexaminations involving the Assigned Intellectual Property), all of Seller's rights to income, royalties, licence fees and other payments now due or hereafter due or payable in respect of the Assigned Intellectual Property, and all of Seller's rights to sue and to claim, collect and retain damages and/or seek other remedies for past, present and future infringement or misappropriation of the Assigned Intellectual Property.
- 3. <u>Authorization</u>. Seller authorizes and requests the applicable Governmental Entities in any applicable jurisdictions, whose duty is to issue patents, trademarks or copyrights applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Assigned Intellectual Property, as assignee of the entire right, title and interest in, to and under the

same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. <u>Further Assurances</u>. Seller shall provide (and Seller shall cause its Affiliates to provide) Assignee, its successors, assigns and legal representatives with all such assistance as it or they may reasonably request for the full utilization of the rights to the Assigned Intellectual Property granted in <u>Section 2</u> above, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Intellectual Property to the Assignee, or any assignee or successor thereto. Without limiting the foregoing, Seller shall promptly execute a confirmatory assignment in the form attached hereto as <u>Exhibit B</u> for each of the Contributed Patents.

5. <u>Miscellaneous</u>.

- (a) <u>Controlling Agreement</u>. This Assignment is executed and delivered pursuant to, is in accordance with, and is subject to, all of the representations, warranties, covenants and miscellaneous provisions set forth in the Purchase Agreement, all of which shall survive the consummation of the transactions contemplated hereby on the basis and to the extent set forth in the Purchase Agreement. In the event that any provision of this Assignment shall be construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall control.
- (b) <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to any conflict of law principles.
- (c) <u>Severability</u>. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other Persons or circumstances.
- (d) <u>Waiver</u>. No Person shall be deemed to have waived any claim arising out of this Assignment, or any power, right, privilege or remedy under this Assignment, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given. Furthermore, no failure on the part of any Person to exercise any power, right, privilege or remedy under this Assignment, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Assignment, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

- (e) <u>Amendments</u>. This Assignment may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of each Party.
- (pdf) delivery of original signatures, and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each Party and delivered, including by facsimile or other electronic means, to the other Parties. No Party may raise (a) the use of a facsimile or email transmission to deliver a signature or (b) the fact that any signature, agreement or instrument was signed and subsequently transmitted or communicated through the use of a facsimile or email transmission as a defense to the formation or enforceability of a contract, and each Party forever waives any such defense.
- (g) <u>Binding Agreement</u>. This Assignment shall be binding on and inure to the benefit of Seller and Assignee and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this INTELLECTUAL PROPERTY ASSIGNMENT on and as of the date first indicated above.

ASSIGNOR:

MOSAIC BIOMEDICALS, S.L.U.

ANIDO FOLGUEIRA Digitally signed by ANIDO FOLGUEIRA JUDIT - 40996668L Date: 2020.08.21 09:37:14 +02'00'

Name: Judit Anido

Title: General Manager

IN WITNESS WHEREOF, the undersigned has executed this **INTELLECTUAL PROPERTY ASSIGNMENT** on and as of the date first indicated above.

ASSIGNEE:

MEDIMMUNE LIMITED

DocuSigned by:

By: Greg Muller

Title: Authorized Signatory

Exhibit A

Contributed Patents

WSGR Docket No. (48885)	Country	Application No. (Patent No.)	Filing Date		
HUMANIZED ANTI-LIF	HUMANIZED ANTI-LIF ANTIBODIES				
48885-704.611	EP	16382617.5	19-Dec-2016		
48885-704.612	EP	17382683.5	13-Oct-2017		
48885-704.101	US	62/467,017	3-Mar-2017		
48885-704.601	PCT	PCT/IB2017/001677	18-Dec-2017		
48885-704.201	US	15/845,614 (10,583,191)	18-Dec-2017		
48885-704.401	US	15/880,906 (10,206,999)	26-Jan-2018		
48885-704.831	US	16/470,896	18-Dec-2017		
48885-704.681	AU	2017381585	18-Dec-2017		
48885-704.691	BR	1120190126910	18-Dec-2017		
48885-704.701	CA	3,047,528	18-Dec-2017		
48885-704.881	CL	201901717	18-Dec-2017		
48885-704.711	CN	201780086859	18-Dec-2017		
48885-704.591	EA	201991492	18-Dec-2017		
48885-704.613	EP	17840489.3	18-Dec-2017		
48885-704.741	IN	201917028822	18-Dec-2017		
48885-704.731	IL	267450	18-Dec-2017		

WSGR Docket No.	Country	Application No.	Filing Date	
(48885)		(Patent No.)		
48885-704.761	JP	2019-554037	18-Dec-2017	
48885-704.781	MX	MX/a/2019/007376	18-Dec-2017	
48885-704.791	NZ	755004	18-Dec-2017	
48885-704.821	SG	11201905574P	18-Dec-2017	
48885-704.9731	SA	519402119	18-Dec-2017	
48885-704.841	ZA	2019/04533	18-Dec-2017	
48885-704.771	KR	10-2019-7021098	18-Dec-2017	
48885-704.861	TH	1901003761	18-Dec-2017	
48885-704.9751	AE	P6000892/2019	18-Dec-2017	
MSC1 DOSAGE FORMS				
48885-714.611	EP	18382327.7	14-May-2018	
48885-714.612	EP	18382359.0	25-May-2018	
48885-714.613	EP	19382208.7	26-Mar-2019	
48885-714.614	EP	19382331.7	3-May-2019	
48885-714.601	PCT	PCT/IB2019/000541	13-May-2019	
COMBINATIONS OF LIF ANTIBODIES AND PD-1 INHIBITORS				
48885-715.611	EP	18382248.5	12-Apr-2018	
48885-715.612	EP	18382326.9	14-May-2018	
48885-715.613	EP	18382360.8	25-May-2018	
48885-715.614	EP	19382132.9	22-Feb-2019	

WSGR Docket No. (48885)	Country	Application No. (Patent No.)	Filing Date
48885-715.601	PCT	PCT/IB2019/000423	11-Apr-2019
LIF BIOMARKERS FOR USE	WITH MSC	-1	
48885-717.611	EP	18382433.3	18-Jun-2018
48885-717.601	PCT	PCT/IB2019/000756	17-Jun-2019
CISPLATIN/ANTI-LIF COMB	O TREATM	ENTS	
48885-718.611	EP	18382432.5	18-Jun-2018
48885-718.601	PCT	PCT/IB2019/000812	17-Jun-2019
PATIENT STRATIFICATION I	FOR LIF EXI	PRESSION	
48885-719.611	EP	18382431.7	18-Jun-2018
48885-719.612	EP	19382131.1	22-Feb-2019
48885-719.601	PCT	PCT/IB2019/000806	17-Jun-2019
ANTIBODIES AGAINST LIF AND USES THEREOF			
48885-723.101	US	62/774,460	03-Dec-2018
48885-723.102	US	62/943,479	04-Dec-2019

RECORDED: 09/10/2020