

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6314841

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WISCONSIN ECONOMIC DEVELOPMENT CORPORATION	04/01/2020
RECEIVING PARTY DATA	
Name:	ARIZ PRECISION MEDICINE, INC.
Street Address:	1175 LAKE BOULEVARD
Internal Address:	#146
City:	DAVIS
State/Country:	CALIFORNIA
Postal Code:	95616
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8680045
Patent Number:	9273316
Patent Number:	9358308
Patent Number:	10111898
CORRESPONDENCE DATA	
Fax Number:	
<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:	530-574-5357
Email:	ken@murraytechlaw.com
Correspondent Name:	KENNETH A. MURRAY, JR.
Address Line 1:	P.O. BOX 2188
Address Line 4:	DAVIS, CALIFORNIA 95617
ATTORNEY DOCKET NUMBER:	ARIZ-WEDC-ASSIGNMENT-OO1
NAME OF SUBMITTER:	KENNETH A. MURRAY, JR.
SIGNATURE:	/KennethAMurrayJr#45603/
DATE SIGNED:	09/23/2020
Total Attachments: 5	
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“**Agreement**”), effective as of April 1, 2020, (“**Effective Date**”), is entered into by and between Wisconsin Economic Development Corporation, (WEDC) a public body corporate and politic existing under and by virtue of Ch. 238 of the laws of the State of Wisconsin (“**Assignor**”), and ARIZ Precision Medicine, Inc., a Washington C-corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement, dated as of October 8, 2018 (“**Purchase Agreement**”), pursuant to which, among other things, Assignor has agreed to assign all of its rights, title and interests in, and Assignee has agreed to accept the Property, as specified in the Purchase Agreement and listed in Exhibit A, List of Patents/Applications attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement. The parties acknowledge and agree that the terms “Property” and “Patent Rights” were not fully defined in the Purchase Agreement, but at all times were intended to mean, and do mean, the patents and patent applications and associated property rights for the patents and applications set forth on the List of Patents/Applications that is Exhibit A hereto.

2. **Assignment and Assumption.** The Assignor does hereby sell, assign, transfer and set over to Assignee 100% of its right, title, and interest in the Patents to Assignee for the entire term of the Patents and any reissues or extensions and for the entire terms of any patents, reissues or extensions that may issue from foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of the Patents. The right, title, and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made. The Assignor hereby authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the patents and/or patent applications set forth in Exhibit A to Assignee as recipient of Assignor's entire right, title and interest therein. Assignor further agrees to: (a) cooperate with Assignee, at Assignee's expense, in the protection of the patent rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including instruments of transfer, necessary to complete the asset transfer contemplated herein; and (c) perform such other acts as Assignee lawfully may request, to the extent they are reasonably necessary, to obtain or maintain the Patents and any and all existing applications and registrations for the invention in any and all countries.

3. **Warranty.** Assignor warrants that Assignor is the legal owner of all right, title and interest in the Patents, that the Patents have not been previously pledged, assigned, or encumbered.

4. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. **Governing Law.** Except to the extent federal law may apply, this Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7. **Further Assurances.** Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as are reasonably necessary to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

8. **Severability.** If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its original objectives.

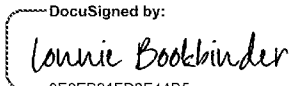
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

Wisconsin Economic Development Corporation, a Wisconsin public body corporate and politic

By: 

Name: Melissa L. Hughes
Title: Secretary & CEO

ARIZ Precision Medicine, Inc.,
a Washington corporation

DocuSigned by:
By: 
0E0EB91ED3E44D5

Name: Lonnie Bookbinder
Title: CEO

Exhibit A

List of Patents/Applications

US8680045; US9273316; US9358308; US10111898

A. U.S. Patent/Application Number: US8680045

Title: Compositions of a Peptide Targeting System for Treating Cancer

Inventor(s): Thomas Primiano, Bey-Dih Change, Jeremy Heidel

Abstract: This invention describes a protein nanoparticle system for targeting siRNA or other drugs into tumors. The basis of the protein system is elastin-like peptides that self-assemble once exposed to the nucleic acid of the siRNA. Specific targeting peptides are fused to the core ELP structure by standard genetic engineering techniques. These targeting peptides confer specific binding of the nanoparticle to receptors on the surface of tumor cells and allow for uptake of the nanoparticle into the tumor cells.

Application US13/287,110 Events

- 2010-11-01 Priority to US45612710P
- 2011-11-01 Application filed by PeptiMed Inc
- 2011-11-01 Priority to US13/287,110
- 2012-03-16 Assigned to NANOONCOLOGY, LNC.
- 2012-08-16 Publication of US20120208742A1
- 2014-03-25 Application granted
- 2014-03-25 Publication of US8680045B2
- 2016-12-29 Assigned to NanoOncology, Inc. (Assignment for The Benefit Of Creditors)
- 2016-12-29 Assigned to PEPTIMED, INC.
- 2020-03-27 Application status is Active
- 2031-11-01 Anticipated expiration

B. U.S. Patent/Application Number: US9273316

Title: Reagents and Methods for Treating Cancer

Inventor(s): Thomas Primiano, Lonnie Bookbinder, Bey-Dih Change, Jeremy Heidel

Abstract: This invention describes a genetic system for targeting the EVI1 gene in mammalian cells. The EVI1 gene is an oncogenic transcription factor that, when expressed, accelerates cell division and inhibits death of cells. Nucleotide sequences that block the expression of EVI1 and drug delivery systems for them are described. These nucleotide sequences cause a block in cell growth and division and trigger death of mammalian cells, including lung and ovarian cancer cells.

Application US13/113,963 Events:

- 2010-05-21 Priority to US34710410P
- 2011-05-23 Application filed by PeptiMed Inc
- 2011-05-23 Priority to US13/113,963
- 2011-08-08 Assigned to NANONCOLOGY, INC
- 2011-12-01 Publication of US20110293698A1
- 2016-03-01 Application granted
- 2016-03-01 Publication of US9273316B2
- 2016-12-29 Assigned to NanoOncology, Inc. (Assignment for The Benefit Of Creditors)
- 2016-12-29 Assigned to PEPTIMED, INC.
- 2020-03-27 Application status is Active

- 2031-05-23 Anticipated expiration

C. U.S. Patent/Application Number: US9358308

Title: Compositions of a peptide targeting system for treating cancer

Abstract: This invention describes a protein nanoparticle system for targeting siRNA or other drugs into tumors. The basis of the protein system is elastin-like peptides that self-assemble once exposed to the nucleic acid of the siRNA. Specific targeting peptides are fused to the core ELP structure by standard genetic engineering techniques. These targeting peptides confer specific binding of the nanoparticle to receptors on the surface of tumor cells and allow for uptake of the nanoparticle into the tumor cells.

Inventor(s): Thomas Primiano, Bey-Dih Chang, Jeremy Heidel

Application US14/175,798 Events:

- 2010-11-01 Priority to US43612710P
- 2010-11-01 Priority to US45612710P
- 2011-11-01 Priority to US13/287,110
- 2014-02-07 Application filed by NanoOncology Inc
- 2014-02-07 Priority to US14/175,798
- 2014-08-07 Publication of US20140220045A1
- 2016-06-07 Application granted
- 2016-06-07 Publication of US9358308B2
- 2020-03-27 Application status is Active
- 2031-11-01 Anticipated expiration

D. U.S. Patent/Application Number: US10111898

Title: Anti-Tumor Compositions and Methods

Abstract: Disclosed herein are oligonucleotide sequences that generate innate immunity in cells within tumors upon its delivery into tumors. In certain embodiments, these oligonucleotides are specifically delivered into tumors through nanoparticles displaying targeting peptides that confer specific binding of the nanoparticle to receptors on the surface of tumor cells and allow for uptake of the nanoparticle into the tumor cells.

Inventor(s): Thomas Primiano, Bey-Dih Chang

Application US14/740,079 Events:

- 2014-08-27 Priority to US201462070495P
- 2015-06-15 Application filed by PeptiMed Inc
- 2015-06-15 Priority to US14/740,079
- 2016-03-03 Publication of US20160058784A1
- 2018-10-30 Application granted
- 2018-10-30 Publication of US10111898B2
- 2020-03-27 Application status is Active
- 2035-06-15 Anticipated expiration

