## 506297156 10/09/2020

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
ANNA BUNIN	02/05/2019
LAWRENCE G. IBEN	01/31/2019
DOUGLAS MANION	02/05/2019
DAVID ADAM SPIEGEL	02/05/2019
MATTHEW ERNEST WELSCH	01/31/2019

#### **RECEIVING PARTY DATA**

Name:	KLEO PHARMACEUTICALS, INC.
Street Address:	25 SCIENCE PARK, SUITE 2D
Internal Address:	150 MUNSON STREET
City:	NEW HAVEN
State/Country:	CONNECTICUT
Postal Code:	06511

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16960534

### **CORRESPONDENCE DATA**

Fax Number:

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.

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Correspondent Name: CHOATE, HALL AND STEWART LLP

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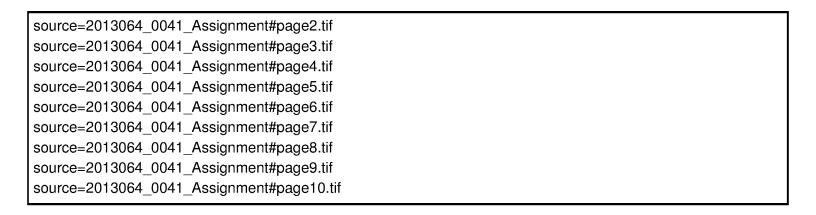
ATTORNEY DOCKET NUMBER:	2013064-0041
NAME OF SUBMITTER:	XIAODONG LI
SIGNATURE:	/Xiaodong Li/
DATE SIGNED:	10/06/2020

**Total Attachments: 10** 

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PATENT REEL: 054019 FRAME: 0944

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PATENT REEL: 054019 FRAME: 0945

Attorney Docket Number: 2013064-0007

# COMBINED JOINT ASSIGNMENT & DECLARATION

### A. ASSIGNMENT

WHEREAS, each of the below-named inventors whose name and residence is set forth in the following Table 1:

Inventor Name	City, State
1. Anna Bunin	Rego Park, New York
2. Lawrence G. Iben	Bethany, Connecticut
3. Douglas Manion	Madison, Connecticut
4. David Adam Spiegel	Hamden, Connecticut
5. Matthew Ernest Welsch	New Haven, Connecticut

Table 1

hereby declares and agrees, on behalf of himself/herself and all of his/her successors and assigns that each is aware of the patent application(s) entitled:

# CD16a BINDING AGENTS AND USES THEREOF; and

prepared for filing in the United	States Patent and Tr	rademark Office; or	
identified by United States Appl filed in the United States Patent and Traden			; and
identified by International Paten January 8, 2019	nt Application No; and	PCT/US19/12703	
x and is also aware of the following	ng priority applicatio	ns:	
Application No.		Filed	
62/614.607	Janu	ary 8, 2018	

WHEREAS, Kleo Pharmaceuticals, Inc. (hereinafter "ASSIGNEE"), having a usual place of business at 25 Science Park, Suite 2D, 150 Munson Street, New Haven, Connecticut 06511, desires to acquire or confirm an interest therein;

NOW, THEREFORE, to all whom it may concern be it known that, in consideration of agreements previously and duly entered into between the parties, and/or for other good and valuable consideration, the receipt of which is hereby acknowledged, each of us has sold, assigned, and transferred and/or do hereby sell, assign, and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title, and interest in and throughout the United States of America, its territories and all foreign countries, in and to any and all

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inventions described in the patent application, and/or any priority applications noted above, including any right of priority thereto; and hereby confirm that my sale, assignment and transfer is and was effective at least as of the filing date of the patent application and/or priority application. Our sale, assignment and transfer applies to the above-referenced patent application, and to any application that is based in whole or in part on the patent application, including any divisional, continuing, substitute, renewal, reissue, reexamination and other applications, for example that claim priority to the patent application. Also, this sale, assignment and transfer pertains to any and all other rights arising under or pursuant to any and all international agreements, treaties, or laws relating to the protection of industrial property, including all rights of priority under the International Convention for the Protection of Industrial Property, and in and to any such patent(s) as may issue thereon including any and all original and reissued patents which have been or shall be issued in the United States and foreign countries; said inventions, applications, and patent(s) to be held and enjoyed by ASSIGNEE for its own use and for its successors, assigns and legal representatives, to the full end of the term for which said patent(s) may be granted as fully and entirely as the same would have been held by each of us had this sale, assignment and transfer not been made;

AND, each of us hereby acknowledges that this Assignment, being of our entire right, title, and interest in and to the inventions, carries with it the right in ASSIGNEE, by attorneys and agents of ASSIGNEE selection, to apply for and receive any and all patent(s) for said inventions in its own name;

AND, each of us hereby further agrees for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the patent(s) to ASSIGNEE, its successors, assignees, and legal representatives, but at its expense and charges, including the execution of application for patents in foreign countries, the execution of substitution, reissue, divisional or continuation applications, and the giving of testimony, preliminary statements, or other statements in any interference or other proceeding in which the inventions or any applications or patents directed to the inventions may be involved by communicating to the ASSIGNEE all facts we know relating to the inventions and their history, and generally by doing everything possible which ASSIGNEE shall consider desirable for aiding in securing and maintaining proper patent protection for the inventions and for vesting title in the inventions and all applications for patent and all patents on the inventions in ASSIGNEE;

AND, each of us further hereby authorizes ASSIGNEE or its attorneys or agents to insert the correct application number(s) and/or filing date(s) into this assignment document, if appropriate;

AND, each of us hereby appoints ASSIGNEE as our common agent for purposes of prosecuting international patent applications and any national patent applications for which such common agency is recognized;

AND, each of us hereby requests the Commissioner for Patents of the United States Patent and Trademark Office to issue any and all patent(s) as shall be granted upon said application or applications based thereon to ASSIGNEE, its successors, assigns, and legal representatives;

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AND, each of us covenants with said ASSIGNEE that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by us, and that full right to convey the same as herein expressed is possessed by us.

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## B. <u>DECLARATION (37 CFR 1.63)</u>

As below named inventors, we hereby declare that:

This declaration is directed to the patent application entitled:

### CD16A BINDING AGENTS AND USES THEREOF; and

L	attached hereto or prepared for filing in the United S	states Patent and Trademark
Office; or		
	identified by United States Application No.  United States Patent and Trademark Office on	: or
inea in the		, , ,
x filed on	identified by International Patent Application No.  January 8, 2019 .	PCT/US19/12703

The above-identified application was made or authorized to be made by us.

We believe that we are each an original joint inventor of a claimed invention in the application.

We hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

We have reviewed and understand the contents of the application, including the claims and are aware of the duty to disclose to the United States Patent and Trademark Office all information known to be material to patentability as defined in 37 CFR 1.56.

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Signature: Duni	Date: 02-05-19
Anna Bunin	•
Witness Signature:  Witness Name (printed):	
Witness Signature: Orinted): ( ) Cisting of Miness Name (printed):	

Signature: Lawrence G. Iben	Date: //31/19
Witness Signature: (North Indeed)	
Witness Name (printed): Christian Vida	
Witness Signature: Many Text	
Witness Name (printed)! Maria Esposito	

Signature: Douglas Manion	Date: Ful 5/2019
Witness Signature:	
Witness Name (printed): <u>LUCA RASTELL</u>	
Witness Signature:  Witness Signature:  BOLAN DOWN	

Signature:	Date: $\frac{2/5}{19}$
David Adam Spiegel	,
Witness Signature:	
Witness Name (printed): FO Notoli	
Witness Signature:	
Witness Name (printed): BRIAN DOWD	

Signature: MMM Mbs	Date: $(-3)-2010$
Matthew Ernest Welsch	
Witness Signature:	
Witness Name (printed): LUCA RASTELLI	
Witness Signature:	
Witness Name (printed):	

Pharmaceuticals,	Inc		Feli 5/2015
Signature:		_ Date:	Tel S/2017
Name (printed):	Douglas Manion	<del></del>	
Title (printed):	CEO		

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PATENT REEL: 054019 FRAME: 0955