PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CHRISTOPHER PATRICK MARSHALL	09/14/2020

RECEIVING PARTY DATA

Name:	CALDER BIOSCIENCES INC.
Street Address:	140 58TH STREET,
Internal Address:	BUILDING A, UNIT 8J
City:	BROOKLYN, NEW YORK
State/Country:	NEW YORK
Postal Code:	11220

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16981439

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	10504-024US1	
NAME OF SUBMITTER:	JULIA WELTON	
SIGNATURE:	/Julia Welton/	
DATE SIGNED:	10/12/2020	

Total Attachments: 2

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PATENT 506298641 REEL: 054027 FRAME: 0943

Attorney Docket No.: Calder.010.WO1

ASSIGNMENT

This Assignment is made by Christopher Patrick Marshall of New York, NY-("Assignor") to Calder Biosciences Inc., having a place of business at 140 58th Street, Building A, Unit 81, Brooklyn, New York, NY 11220 ("Assignee").

WHEREAS, Assignor has invented, either alone or jointly with others, a certain new and useful invention(s) entitled "COMPOSITIONS AND METHODS FOR VACCINATION AGAINST RESPIRATORY SYNCITIAL VIRUS INFECTION" ("INVENTION") for which International Patent Application No. PCT/US2019/022549 was filed on March 15, 2019 (the "APPLICATION") claiming priority to US Provisional Application Number 62/644,060 filed March 16, 2018;

AND WHEREAS, Assignee desires to acquire Assignor's entire right, title, and interest in and to, the INVENTION, the APPLICATION, and any and all patents that are applied for, issued, or granted for the Invention in the United States and throughout the world, or that derive a right of priority from any of the APPLICATION (including, without limitation, all non-provisional, divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all international or foreign counterparts thereof) (collectively, the "PATENTS"), and/or desires to obtain a recordable instrument documenting any such prior acquisition;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR AGREES AS FOLLOWS:

- 1. Assignor does hereby sell, assign and transfer to Assignee, his or her entire right, title, and interest in and to the INVENTION, the APPLICATION, and the PATENTS, together with the right to file such PATENTS and the right to claim for the same the priority rights derived from said APPLICATION under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable, and/or, if, and to the extent that, any such rights, title, and/or interest, or any portion thereof, has already been sold, assigned or transferred to Assignee previously (for example by way of any assignments of US Provisional Application Number 62/644,060), Assignor does hereby execute this Assignment for confirmatory purposes and to serve as a recordable instrument documenting any such prior sale, assignment or transfer.
- Assignor hereby authorizes and requests the Commissioner for Patents of the United States Patent and Trademark Office, and the various counterparts thereof throughout the world, to issue or grant any and all PATENTS to Assignee, or its successors and assigns.
- 3. Assignor agrees to execute all documents and do all such other acts, including but not limited to communicating any facts known to Assignor respecting the INVENTION, testifying in any legal proceeding, and making all rightful oaths and declarations, as may reasonably be required in connection with obtaining, maintaining or enforcing the PATENTS, at Assignee's request and expense, and without further compensation to Assignor.

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4. Assignor represents and warrants that he or she has the right to convey the interest herein assigned, and, other than any rights in US Provisional Application Number 62/644,060 previously assigned, has not granted, and will not grant, to others any rights, title, or interest in and to the INVENTION, the APPLICATION, and the PATENTS, and will not execute any agreement in conflict with the present Assignment.

This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and which, in aggregate, shall constitute one and the same instrument. Transmission by facsimile, email or other form of electronic transmission of an executed counterpart of this Assignment shall be deemed to constitute due and sufficient delivery of such counterpart.

I, Assignor Christopher Patrick Marshall, hereby execute this Assignment on this 14th day of September, 2020.

Signature:

Printed Name: Christopher Patrick Marshall

On this 14th day of September, 2020, the above-named Assignor, personally known to me to be the same individual who executed the foregoing Assignment, acknowledged to me that execution of the same was of his/her own free will for the use and purposes therein set forth.

Witness Signature:

Printed Name of Witness:

Mark Yondola, Ph.D.

The undersigned (whose title is suppled below) is authorized to act on behalf of the Assignee, and hereby acknowledges Assignee's agreement to the terms of this Assignment and Assignee's receipt of the entire right, title and interest in and to the INVENTION, the APPLICATION, and the PATENTS.

Signature:

Printed Name:

Christopher Patrick Marshall

Title:

President & Chief Executive Officer of Calder Biosciences Inc.