## 506302578 10/14/2020

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6349327

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
LAURENT H. BOISSEL	09/22/2020
HANS G. KLINGEMANN	09/22/2020

### **RECEIVING PARTY DATA**

Name:	NANTKWEST, INC.
Street Address:	3530 JOHN HOPKINS
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16969152

#### **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.

Email: patents@umbergzipser.com
Correspondent Name: UMBERG ZIPSER, LLP
Address Line 1: 1920 MAIN STREET

Address Line 2: SUITE 750

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	104077.0003US
NAME OF SUBMITTER:	AZIN BAKHTIARI
SIGNATURE:	/azin bakhtiari/
DATE SIGNED:	10/14/2020

### **Total Attachments: 6**

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### ASSIGNMENT

WHEREAS, the undersigned, Laurent H. Boissel; Hans G. Klingemann (referred to hereinafter as "ASSIGNORS") have invented a certain and useful invention for which we filed an application for United States Letters Patent entitled "Chimeric Antigen Receptor-Modified NK-92 Cells", with a Serial Number: 16/969,152, and a filing date: August 11, 2020, which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION.

WHEREAS, Nant Kwest, Inc., a company, having its principal place of business at 353O John Hopkins Ct., San Diego, CA 92121, United States (referred to hereimafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

WHEREAS, ASSIGNORS hereby authorize and request ASSIGNEE's attorneys of record to insert or correct the serial number(s), filing date(s), or other identification of the INVENTION when known and as needed.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, A SSIGNORS hereby sell, assign, transfer and set over unto the ASSIGNEE, its successors, and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Conventions, and including all rights to sue for past, present, or future infringement.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNORS, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof. ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue all letters patent on said Invention to ASSIGNEE.

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ASSIGNORS and ASSIGNEE each covenant to perform all acts and execute and de liver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This ASSIGNMENT embodies the entire understanding of ASSIGNORS and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNORS and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon ASSIGNORS or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNORS and ASSIGNEE by their respective duly authorized representative.

ASSIGNORS acknowledge that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNORS further acknowledge that any attorney or practitioner so appointed by ASSIGNEE does not create any attorney -client relationship between ASSIGNORS and any attorney or practitioner appointed by ASSIGNEE, in this or in any PCT or other family applications.

This ASSIGNMENT may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

This ASSIGNMENT shall be governed by and construed in accordance with the law of the state of California and ASSIGNORS and ASSIGNEE agree to submit to the exclusive jurisdiction of the courts of the state of California.

**EXECUTED** at:

Woburn MA , this 22 nd day of September, 2020 City, State Month

Laurent H. Boissel

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# ACCEPTANCE OF ASSIGNMENT BY ASSIGNEE

NantKwest, Inc.
Steven C. Yang
Signature OB4FCA7F041C4F6
Steven Yang
Name
General Counsel
Title
9/28/2020
Date

#### ASSIGNMENT

WHEREAS, the undersigned, Laurent H. Boissel; Hans G. Klingemann (referred to hereinafter as "ASSIGNORS") have invented a certain and useful invention for which we filed an application for United States Letters Patent entitled "Chimeric Antigen Receptor-Modified NK-92 Cells", with a Serial Number: 16/969,152, and a filing date: August 11, 2020, which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION.

WHEREAS, NantKwest, Inc., a company, having its principal place of business at 3530 John Hopkins Ct., San Diego, CA 92121, United States (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

WHEREAS, ASSIGNORS hereby authorize and request ASSIGNEE's attorneys of record to insert or correct the serial number(s), filing date(s), or other identification of the INVENTION when known and as needed.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the ASSIGNEE, its successors, and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Conventions, and including all rights to sue for past, present, or future infringement.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNORS, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof. ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue all letters patent on said Invention to ASSIGNEE.

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ASSIGNORS acknowledge that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNORS further acknowledge that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNORS and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNORS and any attorney or practitioner appointed by ASSIGNEE, in this or in any PCT or other family applications.

This ASSIGNMENT may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

This ASSIGNMENT shall be governed by and construed in accordance with the law of the state of California and ASSIGNORS and ASSIGNEE agree to submit to the exclusive jurisdiction of the courts of the state of California.

EXECUTED at:

いたいなり A phis <u>22</u> day of <u>Septem 6</u>€ , 2020 City, State Month

By:

Hans G. Klingemann

# ACCEPTANCE OF ASSIGNMENT BY ASSIGNEE

NantKwest, Inc.		
Steven C. Yang		
Signature		
Steven Yang		
Name		
General Counsel		
Title		
9/28/2020		
Date		

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