

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6360640

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DOGMA THERAPEUTICS, INC.	08/26/2020
RECEIVING PARTY DATA	
Name:	ASTRA ZENECA AB
Street Address:	PEPPAREDSLEDEN 1
City:	MOLNDAL
State/Country:	SWEDEN
Postal Code:	43183
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	16744929
Application Number:	16744932
Application Number:	63051748
Application Number:	63051768
Application Number:	63051750
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:	3013980000
Email:	patents@astrazeneca.com
Correspondent Name:	ASTRAZENECA
Address Line 1:	ONE MEDIMMUNE WAY
Address Line 4:	GAITHERSBURG, MARYLAND 20878
ATTORNEY DOCKET NUMBER:	201092-US-NP ET AL
NAME OF SUBMITTER:	ANNMARIE JEZIORO
SIGNATURE:	/Annmarie Jezioro/
DATE SIGNED:	10/21/2020
Total Attachments: 6	
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This PATENT ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of August 26th, 2020, effective with the Closing of the Purchase Agreement (the "Effective Date") by and between Dogma Therapeutics, Inc., a Delaware corporation with its principal office at 4 Dana Road, Boxford, MA 01921 U.S.A. (the "Assignor"), and AstraZeneca AB, a company incorporated in Sweden under no. 556011-7482 with its registered office at SE-151 85 Södertälje, Sweden and with offices at Pepparedsleden 1, SE-431 83 Mölndal, Sweden (the "Assignee").

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of August 26th 2020 (the "Purchase Agreement"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement, the Assignor agreed to, among other things, sell, convey, transfer and assign to the Assignee, all of the Assignor's right, title and interest to the Compound Intellectual Property, including the Patents included therein; and

WHEREAS, the execution and delivery of this Assignment is required in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee and the Assignor hereby agree as follows:

1. Assignment. The Assignor hereby perpetually and irrevocably sells, conveys, transfers and assigns to Assignee all of the Assignor's right, title and interest in, to and under the following (the "Assigned Patent Rights"): (a) the patents and patent applications set forth on Schedule I attached hereto and incorporated herein by reference (including all applications and filings, provisional applications, substitutions, continuations, continuations-in-part, divisionals, reexaminations, extensions, and renewals, and all letters of patent granted with respect to any of the foregoing) (the "Patents"), (b) all rights of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international conventions and treaties, and otherwise throughout the world, including the right to claim priority, (c) any and all rights of the Assignor to sue at law or in equity for any infringement, imitation, misappropriation, violation, misuse, breach, or default or other unauthorized use or conduct in derogation of such Patents, including the right to receive all proceeds and damages therefrom, (d) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to such Patents, (e) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to such Patents and (f) any and all rights to foreign counterparts to such Patents.

2. Recordation. The Assignee shall take all actions reasonably necessary or desirable to effectuate the assignment of the Patents contemplated hereunder, including but not limited to, making filings and executing any documents that may be necessary or desirable for purposes of recordation of such assignment by the United States Patent and Trademark Office or any other office or authority responsible for registration of Intellectual Property in any other jurisdiction throughout the world. Assignor hereby authorizes the Commissioner for Patents in the United

States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

3. Further Assurances. In addition to the obligations set forth in Section 2 hereof, each party hereto shall execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary in order to consummate or implement on a timely basis the transactions contemplated by this Assignment, including, but not limited to, the execution and delivery of any additional, separate documents and performance of other additional acts reasonably necessary or desirable to record and perfect the interest of Assignee (or any assignee or successor thereto) in and to the Assigned Patent Rights.

4. Purchase Agreement Controls. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patent Rights. Notwithstanding anything to the contrary contained herein, no provision of this Assignment shall in any way modify, replace, amend, change, rescind, waive, amplify or in any way affect the express provisions (including the representations, warranties, covenants, agreements, conditions or any of the obligations and indemnifications, and the limitations relating thereto, of Assignee or Assignor) set forth in the Purchase Agreement, this Assignment being intended solely to effect the transfer of certain assets, obligations and liabilities pursuant to the Purchase Agreement in accordance with the Purchase Agreement. 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. Amendment and Waiver. This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties. Any amendment, supplement, or modification of or to any provision of this Assignment and any waiver of any provision of this Assignment shall be effective (a) only if it is made or given in writing and signed by Assignor and Assignee or, in the case of a waiver, by the party granting the waiver and (b) only in the specific instance and for the specific purpose for which made or given.

6. Enforceability; Severability. If any covenant or provision hereof is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision hereof, each of which is hereby declared to be separate and distinct. If any provision of this Assignment is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. If any provision of this Assignment is declared invalid or unenforceable for any reason other than overbreadth, the parties agree to modify the offending provision so as to maintain the essential benefits of the bargain between the parties to the maximum extent possible, consistent with Law and public policy.

7. Benefits of Agreement. All of the terms and provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Assignment is for the sole benefit of the parties hereto and not for the benefit of any third party.

8. Governing Law; Dispute Resolution.

(a) This Assignment shall be governed by and construed, and all disputes relating to or arising out of this Assignment or the transactions contemplated hereby shall be resolved, in accordance with the Laws of the State of New York, excluding any conflicts or choice of Law rule or principle that would otherwise refer construction or interpretation of this Assignment or the resolution of any dispute relating to or arising out of this Assignment or the transactions contemplated hereby to the Law of another jurisdiction.

(b) Jurisdiction; Venue; Service Of Process. Each party irrevocably submits to the exclusive jurisdiction of (i) the Supreme Court of the State of New York, New York County and (ii) the United States District Court for the Southern District of New York for the purposes of any Legal Proceeding arising out of or relating to this Assignment. Each party agrees to commence any Legal Proceeding relating hereto in the United States District Court for the Southern District of New York, or, if such Legal Proceeding may not be brought in such court for jurisdictional reasons, in the Supreme Court of the State of New York, New York County. Each party further agrees that service of any process, summons, notice or document by registered mail to such party's respective address set forth in Section 7.2 of the Purchase Agreement shall be effective service of process for any Legal Proceeding in New York with respect to any matters to which it has submitted to jurisdiction in this section. Each party irrevocably and unconditionally waives any objection to the laying of venue of any Legal Proceeding arising out of or relating to this Assignment in the courts described above.

9. Counterparts. This Assignment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Assignment may be executed by facsimile, .pdf or other electronically transmitted signatures and such signatures shall be deemed to bind each party hereto as if they were the original signatures.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed by their respective authorized representatives as of the Effective Date.

DOGMA THERAPEUTICS, INC.

By: *[Signature]*
Name: *Brian Hubbard*
Title: *President*

ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

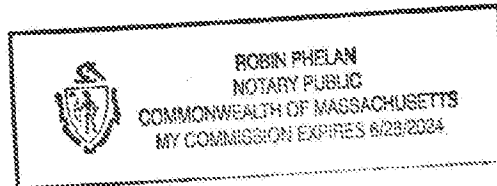
COUNTY OF ESSEX

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)SS.
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On the 23 day of August, 2020, before me personally appeared Brian Hubbard, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President and Chief Executive Officer of Dogma Therapeutics, Inc. , a Delaware corporation, and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.

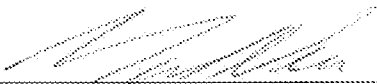
My Commission Expires: 6-28-2024

Robin Phelan
Notary Public
Printed Name: *Robin Phelan*



[Signature Page to Patent Assignment Agreement] *Error! Unknown document property name.*

ASTRAZENECA AB (PUBL.)

By: 

Name: MARK NESS

Title: AUTHORIZED SIGNATORY

[Signature Page to Patent Assignment Agreement]

Schedule I

Application No.	Country	Filing Date	Publication No.	Application Title
16/744929	US	16-Jan-2020	-	PCSK9 INHIBITORS AND METHODS OF USE THEREOF
PCT/US2020/013881	WO	16-Jan-2020	WO 20/150473	PCSK9 INHIBITORS AND METHODS OF USE THEREOF
62/794234	US	18-Jan-2019	-	PCSK9 INHIBITORS AND METHODS OF USE THEREOF
109101673	TW	17-Jan-2020	-	PCSK9 INHIBITORS AND METHODS OF USE THEREOF
16/744932	US	16-Jan-2020	2020/0231584	PCSK9 INHIBITORS AND METHODS OF USE THEREOF
PCT/US2020/013882	WO	16-Jan-2020	WO 20/150474	PCSK9 INHIBITORS AND METHODS OF USE THEREOF
62/794239	US	18-Jan-2019	-	PCSK9 INHIBITORS AND METHODS OF USE THEREOF
109101672	TW	17-Jan-2020	-	PCSK9 INHIBITORS AND METHODS OF USE THEREOF
63/051748	US	14-Jul-2020	-	COMBINATION THERAPIES FOR THE TREATMENT OF CARDIOVASCULAR DISEASES AND DISORDERS
63/051768	US	14-Jul-2020	-	COMPOSITIONS AND METHODS FOR PROTEIN DEGRADATION
63/051750	US	14-Jul-2020	-	PCSK9 INHIBITORS AND METHODS OF USE THEREOF

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