

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT6491056

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SEATTLE GENETICS, INC.	12/24/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SENTINEL ONCOLOGY LIMITED	
<b>Street Address:</b>	SUITE 302	
<b>Internal Address:</b>	TWENTY STATION ROAD	
<b>City:</b>	CAMBRIDGE	
<b>State/Country:</b>	UNITED KINGDOM	
<b>Postal Code:</b>	CB1 2JD	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15994947
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(518)452-5579	
<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>		
<b>Phone:</b>	5184525600	
<b>Email:</b>	jorden.newkirk@hrfmlaw.com	
<b>Correspondent Name:</b>	HESLIN ROTHENBERG FARLEY & MESITI P.C.	
<b>Address Line 1:</b>	5 COLUMBIA CIRCLE	
<b>Address Line 4:</b>	ALBANY, NEW YORK 12203	
<b>ATTORNEY DOCKET NUMBER:</b>	2245.217B	
<b>NAME OF SUBMITTER:</b>	ERICA M. HINES, ESQ.	
<b>SIGNATURE:</b>	/Erica M. Hines/	
<b>DATE SIGNED:</b>	01/12/2021	
<b>Total Attachments: 10</b>		
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**DATED:** December 24, 2019

**ASSIGNMENT OF PATENTS**

between

**SENTINEL ONCOLOGY LIMITED**

and

**SEATTLE GENETICS, INC.**

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This assignment is dated December 24, 2019

## Parties

- (1) Sentinel Oncology Limited, a company registered in England whose principal place of business is at Suite 302, Twenty Station Road, Cambridge, CB1 2JD, UK (**Assignee**); and
- (2) Seattle Genetics, Inc. a company organised under the laws of Delaware whose principal place of business is at 21823 30th Drive S.E., Bothell, WA 98021 (**Assignor**)

## BACKGROUND

- (A) The Assignor is the proprietor of or applicant for the Patents (as defined below).
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign the Patents to the Assignee on the terms set out in this agreement.

## Agreed terms

### 1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

#### 1.1 Definitions:

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Main Agreement:** an assignment and license agreement dated today between the Assignor and the Assignee.

**Patents:** the Patent Rights short particulars of which are set out in Schedule 1.

**Patent Rights:** means (a) all national, regional and international patents and patent applications, including provisional patent applications, (b) all patent applications filed either from such patents, patent applications or provisional applications or from an application claiming priority from either of these, including divisionals, continuations, continuations-in-part, provisionals, converted provisionals, and continued prosecution applications (but only to the extent of the subject matter that is fully disclosed and enabled by (a) to satisfy 35 U.S.C. §112), (c) any and all patents that have issued or in the future issue from the foregoing patent applications ((a) and (b)), including utility models, petty patents and design patents and certificates of invention, (d) any and all extensions or restorations by existing or future extension or restoration mechanisms,

including revalidations, reissues, re-examinations and extensions (including any supplementary protection certificates and the like) of the foregoing patents or patent applications ((a), (b) and (c)), and (e) any similar rights, including so-called pipeline protection, or any importation, revalidation, confirmation or introduction patent or registration patent or patent of additions to any such foregoing patent applications and patents.

**VAT:** value added tax or any equivalent tax chargeable in the UK or elsewhere.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes email.
- 1.11 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, phrase or term preceding those terms.
- 1.12 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

## 2. Assignment

In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges)], the Assignor hereby assigns to the Assignee, absolutely all its right, title and interest in and to the Patents, and in and to all and any inventions disclosed in the Patents, including:

- (a) in respect of any and each application in the Patents:
  - (i) the right to claim priority from and to prosecute and obtain grant of patent; and
  - (ii) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- (b) in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- (c) the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications.
- (d) the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and
- (e) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents or any patents granted on any of the applications [in the Patents or] filed as aforesaid, whether occurring before on or after the date of this agreement.

## 3. VAT

All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

#### **4. Further assurance**

- 4.1 At the expense of Assignee, the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including:
- (a) registration of the Assignee as applicant for, or proprietor of, the Patents; and
  - (b) assisting the Assignee in obtaining, defending and enforcing the Patents, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this agreement.

#### **5. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

#### **6. Entire agreement**

- 6.1 This agreement and the Main Agreement constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 6.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

#### **7. Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### **8. Severance**

- 8.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

- 8.2 If any provision or part-provision of this agreement is deemed deleted under clause 8.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **9. Counterparts**

- 9.1 This agreement may be executed in any number of counterparts, each of which when executed and shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 9.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) or the executed signature page of a counterpart of this agreement by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 9.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

## **10. Third party rights**

- 10.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

## **11. Notices**

- 11.1 Any consent, notice or report required or permitted to be given or made under this agreement by one of the parties to the other shall be in writing and (a) delivered by hand, (b) sent by email, receipt confirmed, (c) sent by internationally recognized overnight delivery service or (d) sent by airmail, and addressed to such other party at its address indicated below, or to such other address as the addressee shall have last furnished in writing to the addressor, and shall be effective upon receipt of such written communication by the addressee.

If to Assignee:

Sentinel Oncology Limited  
Suite 302,  
Twenty Station Road,  
Cambridge, CB1 2JD, UK  
Attention: CEO



Email: [Stuart.travers@sentineloncology.com](mailto:Stuart.travers@sentineloncology.com)

If to Assignor:

Seattle Genetics, Inc.  
21823 30<sup>th</sup> Drive SE  
Bothell, WA 98021  
Attention: General Counsel  
Facsimile: 425-527-4107  
Email: [legal@seagen.com](mailto:legal@seagen.com)

## **12. Governing law**

This agreement (and any disputes, including non-contractual disputes) arising out of it shall be governed by and construed in accordance with the laws of the State of New York, U.S.A. without regard to the conflicts of law principles thereof.

## **13. Jurisdiction**

The parties shall meet and discuss in good faith and use reasonable efforts to settle any dispute, controversy or claim arising from or related to this agreement or the breach thereof. If within thirty (30) days of the parties meeting, the parties do not fully settle any dispute, controversy or claim arising out of or relating to this agreement, its negotiations, execution or interpretation, or the performance by either Party of its obligations under this agreement (other than (a) any dispute, controversy or claim regarding the validity, enforceability, claim construction or infringement of any patent rights, or defenses to any of the foregoing, or (b) any bona fide third party action or proceeding filed or instituted in an action or proceeding by a third party against a party to this agreement), whether before or after termination of this agreement, shall be finally resolved by binding arbitration. Whenever a party shall decide to institute arbitration proceedings, it shall give prompt written notice to that effect to the other party. Any such arbitration shall be conducted in the English language under the International Dispute Resolution Procedures and Arbitration Rules of the American Arbitration Association (the "Rules") by a panel of three (3) arbitrators appointed in accordance with such Rules. Any such arbitration shall be held in London, UK, if the claim is first brought by Sentinel, and New York City, New York, U.S.A., if the claim is first brought by SeaGen. The method and manner of discovery in any such arbitration proceedings shall be governed by the Rules. The arbitrators shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including attorneys' fees and expenses of the parties) in such equitable manner as they determine. Judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. In no event shall a demand for arbitration be made after the date when institution of a legal or equitable proceeding based upon such claim, dispute or other

matter in question would be barred by the applicable statute of limitations. Notwithstanding the foregoing, either party shall have the right, without waiving any right or remedy available to such party under this agreement or otherwise, to seek and obtain from any court of competent jurisdiction any interim or provisional relief that is necessary or desirable to protect the rights or property of such party, pending the selection of the arbitrators hereunder or pending the arbitrators' determination of any dispute, controversy or claim hereunder..

This document has been executed and takes effect on the date stated at the beginning of it.

**Schedule 1 Patents**

Country	Application Number	Patent Number
AU	2015213679	2015213679
AU	2019202168	
BR	112016018384-3	
CA	2,939,333	
CN	201580018849.4	ZL201580018849.4
CN	201910548412.1	
CN	201910543634.4	
EP	15746362.1	
GB	1402277.6	
HK	17105463.8	
ID	P00201605755	
IL	247150	
IN	201647030403	
JP	2016-568474	6506779
JP	2019-18659	
KR	10-2016-7025039	10-1964251
KR	10-2019-7008544	
KR	10-2019-7032810	
MX	MX/a/2016/010296	
MY	PI 2016001466	
NZ	723051	
PH	1-2016-501578	
RU	2016136116	2687060
RU	2019109116	
SG	11201606553X	11201606553X
SG	10201810879V	
UA	201608724	
US	62/083,687	
US	15/118,072	10,010,547
US	15/994,947	
WO	PCT/US2015/015030	
ZA	2016/05812	
ZA	2017/08239	

Executed by Seattle Genetics  
Inc

acting by

Executed by Sentinel  
Oncology Limited

acting by

DocuSigned by:

*Natasha Hernandez*

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Senior VP Corporate Development

DocuSigned by:

*Robert Boyle*

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CEO