

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ELIZABETH MCNALLY	05/15/2015
RECEIVING PARTY DATA		
Name:	THE UNIVERSITY OF CHICAGO	
Street Address:	5801 S. ELLIS AVENUE	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60637	
Name:	NORTHWESTERN UNIVERSITY	
Street Address:	633 CLARK STREET	
City:	EVANSTON	
State/Country:	ILLINOIS	
Postal Code:	60208	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	10273483	
Patent Number:	10801029	
CORRESPONDENCE DATA		
Fax Number:	(312)474-0448	
<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:	3124746300	
Email:	docket@marshallip.com	
Correspondent Name:	MARSHALL, GERSTEIN & BORUN LLP	
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Address Line 2:	SUITE 6300	
Address Line 4:	CHICAGO, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	27373/49246A AND 49246B	
NAME OF SUBMITTER:	MICHAEL J. ALLIKIAN	
SIGNATURE:	/Michael J. Allikian/	

DATE SIGNED:	02/03/2021
Total Attachments: 8 source=Agreement#page1.tif source=Agreement#page2.tif source=Agreement#page3.tif source=Agreement#page4.tif source=Agreement#page5.tif source=Agreement#page6.tif source=Agreement#page7.tif source=Agreement#page8.tif	

MEMORANDUM OF AGREEMENT

This memorandum of agreement ("**Agreement**") is by and between The University of Chicago, an Illinois not-for-profit corporation having its principal place of business at 5801 S. Ellis Avenue, Chicago, Illinois 60637 ("**UChicago**") and Northwestern University, an Illinois not-for-profit corporation having a place of business at 633 Clark Street, Evanston, Illinois 60208 ("**Northwestern**") to state the agreement of these parties regarding their joint ownership of the rights assigned by Elizabeth McNally ("**Dr. McNally**") described in the attached assignment agreements incorporated herein by reference (each an "**Assignment**").

Dr. McNally was employed at UChicago and has executed UChicago's Assignment to memorialize ownership by UChicago in and to those rights attributable to her employment term with UChicago. Dr. McNally is now employed by Northwestern and has executed Northwestern's Assignment to memorialize ownership by Northwestern in and to those rights attributable to her employment term with Northwestern.

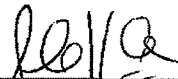
UChicago and Northwestern are each equal and undivided joint owners in and to the rights described in the Assignments.

The University of Chicago



Alan Thomas
Associate Vice President & Director, Center for
Technology Development & Ventures

Northwestern University



Alicia Löffler
Associate Vice President for Research and Executive
Director of the Innovation and New Ventures Office

Attachments: Assignments

ASSIGNMENT

Pursuant to my obligation to THE UNIVERSITY OF CHICAGO ("ASSIGNEE"), an Illinois not for profit corporation having its principal place of business at 5801 S. Ellis Avenue, Chicago, Illinois 60637, and for other valuable and sufficient consideration, receipt whereof is hereby acknowledged, I:

ELIZABETH MCNALLY

confirm that I have sold, assigned, and conveyed unto ASSIGNEE, its successors and assigns, or to the extent I have not yet sold, assigned or conveyed, do hereby sell, assign and convey unto ASSIGNEE, its successors and assigns, my entire right, title, and interest -

(1) in and to an invention entitled "COMPOSITIONS AND METHODS FOR CORRECTING LIMB GIRDLE MUSCULAR DYSTROPHY TYPE 2C USING EXON SKIPPING" ("INVENTION") for which I have executed United States Provisional Application 62/144,712 filed on April 8, 2015;

(2) in and to said United States patent applications, in and to all other patent applications (including US Utility, divisional, continuation, continuation-in-part, §111(b) provisional, §111(a), and reissue applications) based upon said invention, including the right to claim priority to said Provisional patent application and to all other applications based upon said invention, and in and to the patent or patents to be granted thereon, including reissues thereof, if any, to the full end of the term or terms for which said patent or patents may be granted. The effective date of this Assignment is April 8, 2015;

(3) in and to all patent applications based on INVENTION now or hereafter filed in countries foreign to the United States of America, and in and to any and all patents granted on



said foreign applications to the full end of the term or terms for which said foreign patents may be granted; AND

(4) in and to the right the claim the full benefits and priority rights under the International Convention (and any other international agreement to which the United States adheres) in and to any and all patent applications – both United States and foreign patent applications – based on INVENTION now or hereafter filed.

And I hereby agree that, under the International Convention, any United States patent application(s) and any foreign application(s) which may be filed shall be filed in the name of ASSIGNEE with a claim to priority based on said United States Application.

And I hereby agree that I will, upon request of ASSIGNEE, its successors or assigns, and without further consideration to me, execute any and all papers that may be necessary – or deemed by ASSIGNEE, its successors or assigns, to be necessary – to a complete fulfillment of the intents and purposes of this Assignment, it being understood that any expense incident to the execution of such papers shall be paid by ASSIGNEE, its successors or assigns, and not by me.

And the Commissioner of Patents and Trademarks of the United States is hereby authorized and requested to issue said United States patent or patents to ASSIGNEE.


5/15/15

DATE

5/15/15

DATE

DATE



ELIZABETH MCNALLY



WITNESS SIGNATURE

Beverly Kirk

WITNESS PRINTED NAME

ALAN THOMAS

ASSOCIATE VICE PRESIDENT & DIRECTOR,
CENTER FOR TECHNOLOGY DEVELOPMENT & VENTURES,
THE UNIVERSITY OF CHICAGO

DATE

ELIZABETH MCNALLY

DATE

WITNESS SIGNATURE

DATE

05/18/2015

WITNESS PRINTED NAME

ALAN THOMAS

ASSOCIATE VICE PRESIDENT & DIRECTOR,
CENTER FOR TECHNOLOGY DEVELOPMENT & VENTURES,
THE UNIVERSITY OF CHICAGO

ASSIGNMENT

Serial No: 62/144,712 Filing Date: April 8, 2015
Inventor: Elizabeth McNally
Title of U.S. Patent Application: Compositions and Methods for Correcting Limb Girdle Muscular
Dystrophy Type 2C Using Exon Skipping

For good and valuable consideration, the receipt and sufficiency of which are hereby agreed, the undersigned hereby assigns to Northwestern University, an Illinois not-for-profit corporation, having a place of business at 633 Clark Street, Evanston, Illinois 60208 and its successors and assigns ("Assignee") the entire right, title and interest in and to the inventions of such undersigned disclosed in the application listed above, and in any and all other applications anywhere in the world which the undersigned may file and/or be named as an inventor of, solely or jointly, on said inventions, in any and all patents which may be obtained on any of said applications and in any and all reissues, reexaminations, supplemental examinations, inter partes reviews, oppositions, post-grant reviews, supplementary protection certificates and/or extensions thereof, including without limitation, the right to bring suit and to claim and retain all damages and/or seek other remedies for the past, present and future infringement of any of the foregoing, the right of priority, including without limitation to claim priority benefit of or to said patent applications, and request the Commissioner for Patents in the United States and similar authorities outside the United States to issue said patents to and in the name of the Assignee.

The undersigned states that the application listed above is or was made or authorized to be made by him or her. The undersigned believes himself or herself to be the original inventor of a claimed invention in the application listed above. The undersigned acknowledges that any willful false statement made by him or her in this paragraph is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five years, or both.

Except in favor of Assignee, the undersigned warrants that: (i) he or she is the owner of all its rights, titles and interests herein assigned and has the right to make this unconditional and irrevocable assignment to Assignee without obtaining any approval or permission of a third party; and (ii) there are no outstanding encumbrances, liens, prior assignments, licenses, or other obligations or restrictions on the rights, titles and interests herein assigned.

Attorney Docket No. 27373/49246
NU Reference No. 2014-191-01

Upon the request of Assignee and at no expense to the undersigned, the undersigned hereby agrees to execute any and all applications on said inventions, including without limitation for the reissue, reexamination, supplementary protection certificate or extension thereof and any oath, declaration or affidavit relating thereto that said Assignee may deem necessary or expedient, and to cooperate to the best of the ability of the undersigned with and perform any and all affirmative acts requested by Assignee to prepare, file, prosecute, maintain, defend, enforce and vest in Assignee the rights, titles and interests assigned herein, including without limitation, preparing and executing statements and giving and producing evidence in support thereof, whereby said rights, titles and interests will be held and enjoyed by said Assignee to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

Undersigned (ASSIGNOR):

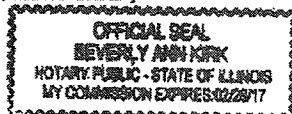
Elizabeth McNally 5/15/15
Inventor Name: Elizabeth McNally DATE
State of Illinois
County of Cook ss.

On this 15th day of May, 2015, before me, a Notary Public in and for the County and State aforesaid, appeared, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he or she executed said instrument as his or her free and voluntary act and for the uses and purposes therein expressed.

B. Kirk
NOTARY PUBLIC

My Commission Expires: 02/26/2017

(NOTARY SEAL)



(continued on next page)

Attorney Docket No. 27373/49246
NU Reference No. 2014-191-01

Serial No: 62/144,712
Filing Date: April 8, 2015
Inventor: Elizabeth McNally
Title of U.S. Patent Application: Compositions and Methods for Correcting Limb Girdle Muscular
Dystrophy Type 2C Using Exon Skipping

ASSIGNEE ACCEPTANCE: Northwestern University:

On behalf of Northwestern University, Assignee, the authorized signatory below, hereby confirms
Assignee's acceptance of all rights, privileges, titles and interests conveyed by this Assignment.

Authorized Signature: _____

Date: 5/20/15

Printed Name Beverly R. Milligan, Invention Specialist or
Nicole A. Janovick, Ph.D., J.D., Intellectual Property Associate

Department: Innovation and New Ventures Office (INVO)

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