

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6552201

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	STEWART JONES	09/11/2020
RECEIVING PARTY DATA		
Name:	MERO BIOPHARMA 1 LIMITED	
Street Address:	1 CAVENDISH PLACE	
Internal Address:	4TH FLOOR	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	W1G 0QF	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Application Number:	16317012
	Application Number:	16317014
	Application Number:	17149649
CORRESPONDENCE DATA		
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<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>		
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ATTORNEY DOCKET NUMBER:	MERE1-0643 AND -0688	
NAME OF SUBMITTER:	JESSICA WOLFF	
SIGNATURE:	/Jessica Wolff/	
DATE SIGNED:	02/15/2021	
Total Attachments: 4		
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ASSIGNMENT

This Assignment Agreement is entered into by and between

Stewart JONES

c/o

Mereo BioPharma 1 Limited
1 Cavendish Place
London, W1G 0QF

(hereinafter "Inventor(s)" and collectively referred to as "Assignor"), and **MEROO BIOPHARMA 1 LIMITED**, a United Kingdom company, having a place of business at 1 Cavendish Place, 4th Floor, London W1G 0QF, UK (the "Assignee").

Assignor has made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States and which is a:

- (1) ☐ provisional and/or utility application(s)
- (a) ☐ to be filed herewith; or
- (b) ☐ entitled _____ bearing Application No. _____ and filed on _____; and/or
- (2) ☒ International PCT application
- (a) ☐ to be filed herewith; or
- ☒ entitled "Method For Producing A Polymorphic Form Of 3-[5-Amino-4-(3- Cyanobenzoyl)-Pyrazol-1-yl]-N-Cyclopropyl-4-Methylbenzamide" bearing Application No. PCT/GB2017/052056, and filed on July 13, 2017, claiming priority to GB Application No. 1612240.0, and filed on July 14, 2016; and entitled "Method For Producing A Polymorphic Form Of 3-[5-Amino-4-(3- Cyanobenzoyl)-Pyrazol-1-yl]-N-Cyclopropyl-4-Methylbenzamide" bearing Application No. PCT/GB2017/052055, and filed on July 13, 2017, claiming priority to GB Application No. 1612238.4, and filed on July 14, 2016

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) and/or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application for patent of the United States or other countries claiming priority to these applications; any provisional or other right to recover damages, including

royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) and/or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including the right to file and claim priority to such applications on said inventions and discoveries in the names of Assignee or their designees or in our/my name, at Assignee's election and in accordance with applicable law in all countries and regions, and including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) and/or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful

owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including reissues, reexaminations, extensions, supplementary protection certificates, and interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of **WOLFF IP, a Prof. Corp.** to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) and/or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Should any provision of this Assignment be deemed invalid or unenforceable by reason of any law, statute, regulation or judgment, existing now or in the future in any jurisdiction, such provision shall be modified in such jurisdiction so as to nearly approximate the intent of the Parties. If this cannot be done, such invalid or unenforceable provision shall be divisible and be deleted in any such jurisdiction, and all other provisions shall remain in full force and effect. The modification or deletion of any provision in one jurisdiction shall have no effect on this Assignment in any other jurisdiction.

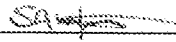
This Assignment may be executed in multiple counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission shall be effective the same as delivery of a manually executed original counterpart of this Assignment.

This Assignment shall be governed by the laws of the State of California, without regard to conflict of law provisions.

This Assignment is effective as from the earliest priority date as stated above.

[Signature Pages to Follow]

Date: 11 SEP 2020

By: 
Stewart JONES

WITNESSES

By:  Date: 11 SEP 2020

Print Name: AMANDA COX

By:  Date: 11 sep 2020

Print Name: LEWIS POTER