

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6572922

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROIVANT SCIENCES GMBH	12/27/2019
RECEIVING PARTY DATA	
Name:	ALTAVANT SCIENCES GMBH
Street Address:	VIADUKTSTRASSE 8
City:	BASEL
State/Country:	SWITZERLAND
Postal Code:	4051
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16683509
CORRESPONDENCE DATA	
Fax Number:	(203)327-6401
<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:	2033274500
Email:	docketing@OGRP.com
Correspondent Name:	OHLANDT, GREELEY, RUGGIERO & PERLE, L.L.P.
Address Line 1:	ONE LANDMARK SQUARE, 10TH FLOOR
Address Line 4:	STAMFORD, CONNECTICUT 06901-2682
ATTORNEY DOCKET NUMBER:	0012578USU/4828
NAME OF SUBMITTER:	CHARLES N.J. RUGGIERO
SIGNATURE:	/Charles N.J. Ruggiero/
DATE SIGNED:	02/26/2021
Total Attachments: 4	
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment and Assumption Agreement”) is made and entered into as of December 27, 2019 (the “Effective Date”), by and between Altavant Sciences GmbH, a company organized and existing pursuant to the laws of Switzerland having a principal place of business at Viaduktstrasse 8, Basel 4051, Switzerland (“ASG”) and Roivant Sciences GmbH, a company organized and existing pursuant to the laws of Switzerland having a principal place of business at Viaduktstrasse 8, Basel 4051, Switzerland (“RSG”).

A. WHEREAS, RSG and Karos Pharmaceuticals, Inc., (“Karos”) entered into that certain Asset Purchase Agreement, dated August 23, 2017 (as amended on December 11, 2017, the “Karos APA”), attached hereto as Annex A, pursuant to which the Karos sold, transferred and assigned to RSG all of its rights in the Transferred Assets, including (i) the Transferred Intellectual Property, and (ii) the Permits (including the FDA Permits) in respect of the Products.

B. WHEREAS, RSG and Sinovant Sciences Ltd., a Bermuda exempted limited company with an address at Clarendon House, 2 Church Street, Hamilton HM1, Bermuda (“SSL”) entered into that certain China and South Korea IP Purchase Agreement, dated February 14, 2018, pursuant to which RSG sold, transferred, assigned, conveyed, granted and delivered to SSL all of RSG’s obligations, responsibilities and duties in and to any and all intellectual property rights in mainland China, Hong Kong, Macau and Taiwan (collectively, “Greater China”) and the Republic of Korea and all territories thereof (“South Korea”).

C. WHEREAS, RSG and ASG desire to terminate that certain License Agreement, made and entered into as of September 20, 2018 and effective as of January 31, 2019, by and between RSG and ASG (the “Initial Agreement”).

D. WHEREAS, RSG desires to assign and transfer to ASG all of RSG’s rights and obligations under the Karos APA and otherwise in respect of the Product worldwide other than in Greater China and South Korea (the “Territory”), as set forth below, and ASG desires to accept such assignment and transfer.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined in this Assignment and Assumption Agreement shall have the meanings given to such terms in the Karos APA.

2. Termination of Initial Agreement. RSG and ASG hereby acknowledge and agree that the Initial Agreement is hereby terminated in its entirety and shall have no further force or effect as of the Effective Date. RSG and ASG shall not have any further rights or obligations under the Initial Agreement. RSG and ASG hereby acknowledge and agree that none of the provisions of the Initial Agreement nor any obligation thereunder shall survive its termination, including any section specifically set forth in the Initial Agreement to survive, including without

limitation Section 8.3 and all provisions set forth thereunder. Without limiting the foregoing, RSG and ASG hereby acknowledge and agree that ASG shall not, and shall not cause its Affiliates (as defined in the Initial Agreement) to assign any right, title and/or interest to RSG or its designee in accordance with Section 8.2(c)(iii) of the Initial Agreement or grant the license set forth in Section 8.2(c)(iv) of the Initial Agreement.

3. Assignment. Following termination of the Initial Agreement in accordance with Section 2 hereof, RSG hereby grants, conveys, transfers and assigns to ASG and its successors and assigns, all of the rights, title and interests of RSG in and to (a) the Karos APA, (b) any and all Intellectual Property Controlled by RSG which were developed, created or otherwise reduced to practice by RSG or its Affiliates in connection with the performance by RSG or its Affiliates of their rights and obligations under the Karos APA or otherwise in connection with the Products (collectively, "Roivant Technology"), inventions, and all other intellectual property rights of RSG under the Karos APA and (c) any and all Regulatory Filings (including Orphan Designations, to the extent applicable) and Marketing Approvals for the Compounds and the Products in the Territory (collectively, the "Assigned Assets"). RSG has good, valid and transferable title to all of the Assigned Assets in the Territory, free and clear of all Liens. RSG has the right to grant any rights granted by RSG under this Assignment and Assumption Agreement and has not granted any rights to any Person that are in conflict with the rights granted by RSG to ASG under this Assignment and Assumption Agreement.

4. Assumption of Liabilities. ASG does hereby assume and agree to pay, perform, honor and discharge, as and when due, any obligations and liabilities that may arise under the Karos APA solely as a result of events or circumstances existing from and after the date hereof to the extent transferred to ASG under Section 2 above (the "Assumed Liabilities").

5. Consideration; Payment. In consideration of amounts previously paid for the Initial Agreement, RSG agrees to assign the Assigned Assets and ASG agrees to assume the Assumed Liabilities in accordance with the terms of this Assignment and Assumption Agreement.

6. Successors and Assigns. This Assignment and Assumption Agreement shall bind and inure to the benefit of the respective successors and assigns of ASG and RSG.

7. Governing Law. This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles.

8. No Third Party Rights. Nothing express or implied in this Assignment and Assumption Agreement is intended or shall be construed to confer on any person other than ASG and RSG any rights under this Assignment and Assumption Agreement.

9. Further Assurances. Each party hereto, upon the request of the other party hereto, whether before or after the Effective Date and without further consideration, will do, execute, file, acknowledge, and deliver or cause to be done, executed, filed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney,

instruments and assurances as may be reasonably necessary to effect complete consummation of the transactions contemplated by this Assignment and Assumption Agreement, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Assignment and Assumption Agreement. The parties hereto agree to 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 expeditiously the transactions contemplated by this Assignment and Assumption Agreement. Promptly after the Effective Date, the parties hereto shall execute the Patent Assignment Agreement at Exhibit B and ASG shall record such executed Patent Assignment Agreement with the United States Patent and Trademark Office and any other applicable authority.

10. Costs and Expenses. Each of the parties hereto shall pay its own costs and expenses incurred or to be incurred in negotiating, closing and executing all transactions contemplated by this Assignment and Assumption Agreement.

11. Counterparts. This Assignment and Assumption Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument.

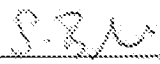
12. Amendments and Waivers. The provisions of this Assignment and Assumption Agreement may be amended or waived only by an instrument in writing signed by ASG and RSG. Any waiver of any term or condition of this Assignment and Assumption Agreement or any breach hereof shall not operate as a waiver of any other such term, condition or breach, and no failure to enforce any provision hereof shall operate as a waiver of such provision or of any other provision hereof.

13. Headings. The headings are for convenience only and will not control or affect the meaning or construction of the provisions of this Assignment and Assumption Agreement.

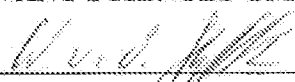
[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption Agreement to be duly executed and delivered as of the date first above written.

ROIVANT SCIENCES GMBH

By: 
Name: Sascha Bucher
Its: VP, Head of Global Transactions

ALTAVANT SCIENCES GMBH

By: 
Name: Wenzel v. d. Heyde
Its: Director

[Signature Page to Assignment and Assumption Agreement for RVT-1201]