

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6656115

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONSULTING AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
HING C. WONG	04/01/2018
RECEIVING PARTY DATA	
Name:	ALTOR BIOSCIENCE, LLC
Street Address:	2810 NORTH COMMERCE PARKWAY
City:	MIRAMAR
State/Country:	FLORIDA
Postal Code:	33025
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15913837
CORRESPONDENCE DATA	
Fax Number:	(858)314-1501
<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:	8583141500
Email:	AHRea@Mintz.com
Correspondent Name:	MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C
Address Line 1:	3580 CARMEL MOUNTAIN ROAD, SUITE 300
Address Line 2:	IP DOCKETING
Address Line 4:	SAN DIEGO, CALIFORNIA 92130
ATTORNEY DOCKET NUMBER:	048277-530001US
NAME OF SUBMITTER:	MELISSA J. BRAYMAN
SIGNATURE:	/Melissa J. Brayman/
DATE SIGNED:	04/14/2021
Total Attachments: 7	
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CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made and entered into as of April 1, 2018 (the "Effective Date") by and between Hing C. Wong ("Consultant") and Altor BioScience, LLC (the "Company"). In consideration of the mutual promises and covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. Consultant is retained as an independent contractor to perform those services set forth on Exhibit A attached hereto (the "Services"). Subject to compliance with the Consultant's obligations hereunder, Consultant will determine the method, details and means of performing the Services. Consultant will keep the Company reasonable informed regarding the status of the Services, including timing and costs.

2. Payments.

(a) Compensation. In consideration of the Services to be rendered hereunder, the Company shall compensate Consultant as set forth on Exhibit A attached hereto.

(b) Expenses. The Company shall reimburse Consultant for all reasonable out-of-pocket travel and other business expenses that are incurred in connection with the performance of the Services hereunder and pre-approved in writing by the Company and in accordance with the Company's general policies (as may be amended from time to time). Consultant shall submit written documentation itemizing all expenses, including copies of receipts substantiating the claimed expenses, with the monthly invoices.

(c) Taxes. Consultant acknowledges and agrees that it shall be Consultant's obligation to report as income all compensation received by Consultant pursuant to this Agreement and to pay any withholding taxes, self-employment taxes, and social security, unemployment or disability insurance or similar items, including interest and penalties thereon, in connection with any payments made to Consultant by the Company hereunder. Consultant agrees to indemnify, hold harmless and, at the Company's discretion, defend the Company against any and all liability related thereto, including, without limitation, any taxes, penalties and interest the Company may be required to pay as a result of Consultant's failure to report such compensation or make such payments.

3. Warranties. Consultant represents and warrants to the Company that: (a) Consultant is free to enter into this Agreement, and that this engagement does not violate or conflict with the terms of any agreement between Consultant and any third party; (b) Consultant has the knowledge, experience and skills to provide the Services; and (c) Consultant will provide the Services in a good faith and professional manner and in accordance with industry standards and any applicable laws, rules and regulations. Consultant further represents and warrants to the Company that Consultant has never been and is not currently: (a) an individual who has been debarred by the FDA pursuant to 21 U.S.C. § 335a(a) or (b) ("Debarred Individual") from providing services in any capacity to a person that has an approved or pending drug product application, or an employer, employee or partner of such a Debarred Individual; or (b) a corporation, partnership or association that has been debarred by FDA pursuant to 21 U.S.C. § 335a(a) or (b) ("Debarred Entity") from submitting or assisting in the submission of a drug application, or an employee, partner, shareholder, member, subsidiary or affiliate of a Debarred Entity; nor does Consultant employ any such person in respect of the Services. Consultant shall immediately notify the Company in writing if Consultant, at any time during the term of this Agreement, becomes aware of any such circumstances.

4. Proprietary Information.

(a) Consultant understands that its work for the Company will involve access to and creation of confidential, proprietary and trade secret information and materials of the Company (and its affiliates, licensors, suppliers, vendors and customers) (collectively, "Proprietary Information"). Proprietary Information includes, without limitation, any (a) information, ideas or materials of a technical or creative

[Handwritten signature]

nature, such as research and development results, designs and specifications, computer source and object code, patent applications, and other materials and concepts relating to the Company's products, services, processes, technology or other intellectual property rights; (b) information, ideas or materials of a business nature, such as non-public financial information; information regarding profits, costs, marketing, purchasing, sales, customers, suppliers, contract terms, employees and salaries; product development plans; business and financial plans and forecasts; and marketing and sales plans and forecasts; (c) all personal property or information, including, without limitation, all books, manuals, records, reports, notes, contracts, lists, blueprints and other documents or materials, or copies thereof, provided to or received by Consultant under this Agreement or in the course of Consultant's rendering of Services to the Company, including, without limitation, records and any other tangible materials (document, reports, etc.) that Consultant prepares in connection with Services; and (d) the terms and conditions of this Agreement.

(b) Consultant understands that Proprietary Information is extremely valuable to the Company and its affiliates, licensors, suppliers, vendors and customers. Accordingly, Consultant agrees during the term of this Agreement and thereafter that it (a) shall hold all Proprietary Information in strict confidence and trust for the benefit of the Company; (b) shall not copy or use (or allow any of its employees, contractors or agents to copy or use) any Proprietary Information, except as may be necessary to perform the Services; (c) shall use the Proprietary Information only for the benefit of the Company (and not for the benefit of Consultant or any third party); and (d) shall not disclose or otherwise make available any such Proprietary Information to any third party except as authorized in writing and in advance by the Company. All Proprietary Information is and shall remain the sole property of the Company. Consultant shall be responsible and liable for the acts and omissions of its employees, contractors and agents.

(c) The foregoing restrictions on use and disclosure shall not apply to any Proprietary Information to the extent Consultant can prove such Proprietary Information (a) is or has become generally known to the public through no unlawful act or omission of Consultant or breach of this Agreement; (b) was known to Consultant at the time of its disclosure by the Company, as evidenced by Consultant's written records; (c) was independently developed by Consultant without any use of the Proprietary Information, as evidenced by Consultant's written records; (d) becomes known to Consultant from a source other than the Company without breach of this Agreement and otherwise not in violation of the Company's rights, as evidenced by Consultant's written records; (e) such disclosure is approved in advance and in writing by the Company; or (f) Consultant is legally compelled to disclose such Proprietary Information, provided that Consultant shall give advance written notice of such compelled disclosure to the Company, and shall fully cooperate with the Company in connection with any efforts to prevent or limit the scope of such disclosure and/or use of the Proprietary Information.

(d) Consultant shall not breach any agreements to keep in confidence, or to refrain from using, the confidential, proprietary or trade secret information of another client or employer. Consultant shall not provide to the Company any information of another client or employer, nor shall Consultant use any such information in its activities for the Company, without the prior written consent of the Company and such other client or employer.

5. ALT-803/TxM Intellectual Property. Consultant hereby irrevocably assigns and agrees to assign to the Company, without additional consideration, all right, title and interest in or to any inventions or other work product arising out of the Services that directly relate to (i) the Company's proprietary product known as ALT-803 and/or (ii) the Company's proprietary technology known as the TxM platform.

6. Term; Termination.

(a) This Agreement shall commence on the Effective Date and remain in full force and effect until March 31, 2020, unless sooner terminated in accordance with the terms hereof.

(b) Either party may terminate this Agreement if the other party breaches this Agreement and such breach is not cured within fifteen (15) days after written notice thereof. In addition, if Consultant is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, or is guilty of serious misconduct in connection with performance hereunder, the Company at any time may terminate the engagement of Consultant immediately and without prior written notice to Consultant.

(c) Upon the termination or expiration of this Agreement, Consultant shall immediately cease performing the Services. If this Agreement is terminated by the Company without cause, the Company agrees to pay Consultant the compensation due for the period remaining during the term. In addition, Consultant may terminate this Agreement any time without cause upon fifteen (15) days written notice (and the Company shall not thereafter be responsible for any remaining compensation due to Consultant). Sections 3-18 (inclusive) shall survive the termination or expiration of this Agreement.

(d) Upon the termination or expiration of this Agreement, or at any time the Company so requests, Consultant shall deliver immediately to the Company all property belonging to the Company, whether given to Consultant by the Company or prepared by Consultant in the course of rendering the Services, including all Proprietary Information and any copies thereof, whether prepared by Consultant or others. Following the termination or expiration of this Agreement, Consultant shall not retain any written or other tangible (including machine-readable) material containing any Proprietary Information.

7. Assignment. Consultant acknowledges that the Company has entered into this Agreement on the basis of the particular abilities of Consultant. Accordingly, the Company shall be entitled to assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement and any of its rights or obligations of this Agreement, but Consultant shall not and shall not have the right to assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the Company. Except as provided herein, any purported assignment, sale, transfer, delegation or other disposition by Consultant, except as permitted herein, shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

8. Notices. Any notice or other communication provided for in this Agreement shall be sent by personal delivery, certified mail or Federal Express or similar overnight mail service to the address set forth on the signature page hereof. Either party may change its address for purposes of this paragraph by providing written notice in the manner provided above.

9. Severability of Provisions. If any section, provision, or part of this Agreement is held to be illegal, invalid or unenforceable, such section, provision, or part shall be fully severable. The remainder of this Agreement shall remain in full force and effect.

10. Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any such right or remedy.

11. Governing Law and Dispute Resolution. This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed wholly within that State without regard to its conflicts of laws provisions. Any claim or controversy between the parties arising out of the circumstances and relationships contemplated by this Agreement, including disputes relating to the validity, construction or interpretation of this Agreement ("Disputes"), shall, upon written notice of Consultant to the Company or the Company to Consultant, as applicable, be referred for

resolution by final, binding arbitration in accordance with the provisions of this Section 12. The arbitration shall be conducted by the Judicial Arbitration and Mediation Services, Inc. (or any successor entity thereto) ("JAMS") under its rules of arbitration then in effect, except as modified in this Agreement. The arbitration shall be conducted in the English language, by a single arbitrator. The arbitrator shall engage an independent expert with experience in the subject matter of the Dispute to advise the arbitrator. With respect to any Dispute arising under this Agreement, the parties and the arbitrator shall use all reasonable efforts to complete any such arbitration within six (6) months from the issuance of notice of a referral of any such Dispute to arbitration. The arbitrator shall determine what discovery will be permitted, consistent with the goal of limiting the cost and time which the parties must expend for discovery; provided that the arbitrator shall permit such discovery as he or she deems necessary to permit an equitable resolution of the Dispute. The parties agree that the decision of the arbitrator shall be the sole, exclusive and binding remedy between them regarding the Dispute presented to the arbitrator. Any decision of the arbitrator may be entered in a court of competent jurisdiction for judicial recognition of the decision and an order of enforcement. The arbitration proceedings and the decision of the arbitrator shall not be made public without the mutual consent of the parties and each party shall maintain the confidentiality of such proceedings and decision unless each party otherwise agrees in writing; provided that a party may make such disclosures as are permitted for Proprietary Information under Section 4 above. Unless otherwise mutually agreed upon by the parties, the arbitration proceedings shall be conducted in the County of Los Angeles in the State of California. The parties agree that they shall share equally the cost of the arbitration filing and hearing fees, the cost of the independent expert retained by the arbitrator, and the cost of the arbitrator and administrative fees of JAMS. Each party shall bear its own costs and attorneys' and witnesses' fees and associated costs and expenses. Pending the selection of the arbitrator or pending the arbitrator's determination of the merits of any Dispute, a party may seek appropriate interim or provisional relief from any court of competent jurisdiction as necessary to protect the rights or property of that party.

12. Right to Injunction. The parties acknowledge that the Services to be rendered by Consultant under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by Consultant of any of the provisions of this Agreement will cause the Company irreparable injury and damage. Consultant expressly agrees that the Company shall be entitled to seek injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by Consultant. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no particular right or remedy shall be exclusive of any other or of any right or remedy allowed by law.

13. Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; and the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever. Neither party shall have any obligation or duty to the other party except as expressly and specifically set forth herein, and no such obligation or duty shall be implied by or inferred from this Agreement or the conduct of the parties hereunder. Consultant (and its employees, agents and contractors) shall not be entitled to any of the benefits that the Company may make available to its employees, such as group health, life, disability or worker's compensation insurance, profit-sharing or retirement benefits, and the Company shall not withhold or make payments or contributions therefor or obtain such protection for Consultant or its employees, contractors or agents. Consultant shall be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of Services and receipt of fees under this Agreement.

14. Modification or Amendment. No amendment, change, or modification of this Agreement shall be valid unless made in writing and duly executed by the Company and Consultant.

15. Headings. The headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.


16. Counterparts. This Agreement and any amendments hereto may be executed in one or more counterparts. All of such counterparts shall constitute one and the same Agreement and shall become effective when a copy signed by each party has been delivered to the other party. The parties agree that facsimile signatures shall be as effective as if originals.

17. Entire Agreement. It is understood, acknowledged and agreed that there are no oral agreements between the parties hereto and that this Agreement constitutes the parties' entire agreement and supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto, and none thereof shall be used to interpret or construe this Agreement. This Agreement contains all of the terms, covenants, conditions, warranties and agreements of the parties, shall be considered to be the only agreement between the parties hereto.

{Signature Page Follows}

IN WITNESS WHEREOF the undersigned have executed this Consulting Agreement as of the dates below.

ALTOR BIOSCIENCE, LLC

Signature 
By: Charles Kim
Its: General Counsel

HING C. WONG

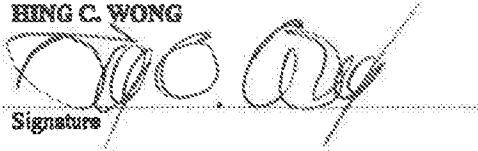
Signature 

EXHIBIT A

Schedule of Services

Services: Consultant agrees to provide such assistance and general advice to the Company as the Company may reasonably request to support the ongoing operations of the Company, including making himself available to answer questions and provide general support for the business. Without limiting the generality of the foregoing; as may be reasonably requested by the Company: (a) Consultant shall serve as an advisor on the Small Business Innovation Research Phase II Grant by the National Institutes of Health, dated August 11, 2014, for the Company's work on the project entitled "Novel IL-15 Superagonist Therapy for Bladder Cancer"; (b) Consultant will provide technical and scientific support for ALT-803, including with respect to the BLA approval process; and (c) Consultant assist with the relationship with BeiKe International (HK) Limited, including assistance with implementing the Phase 3 clinical trial in China.

Compensation: The Company shall compensate Consultant at the rate of \$12,000 per calendar quarter (prorated for any partial quarter and payable in arrears).