506618304 04/20/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6665111

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
SUMITOMO DAINIPPON PHARMA COMPANY, LIMITED	12/19/2019

RECEIVING PARTY DATA

Name:	TOLERO PHARMACEUTICALS, INC.	
Street Address:	3900 N. TRAVERSE MOUNTAIN BLVD.	
City:	LEHI	
State/Country:	UTAH	
Postal Code:	84043	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	17225836

CORRESPONDENCE DATA

Fax Number: (508)357-7894

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.

Phone: 508-481-6700

Email: ToleroDocket@sunovion.com

Correspondent Name: DEBORAH A. MILLER
Address Line 1: 84 WATERFORD DRIVE

Address Line 2: SUMITOMO DAINIPPON PHARMA AMERICA, INC.

Address Line 4: MARLBOROUGH, MASSACHUSETTS 01752

ATTORNEY DOCKET NUMBER:	TP4004.US2
NAME OF SUBMITTER:	WENDY PENNIMAN
SIGNATURE:	/Wendy Penniman/
DATE SIGNED:	04/20/2021

Total Attachments: 3

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PATENT 506618304 REEL: 055970 FRAME: 0580

ASSIGNMENT

WHEREAS, Sumitomo Dainippon Pharma Company, Limited (hereinafter "ASSIGNOR"), a corporation organized and existing under the laws of Japan, and having a usual place of business at 6-8, Dosho-machi 2-chome, Chuo-ku, Osaka-shi, Osaka, 541-0045, Japan, owns all right, title and interest in, to and under, applications for Patent described in Schedule A attached hereto and made a part of hereof (hereinafter "Patents and Patent Applications"), and the subject matter disclosed, described and claimed therein in.

WHEREAS, **Tolero Pharmaceuticals, Inc.** (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of **Delaware**, and having a usual place of business at **3900 N. Traverse Mountain Blvd.**, **Lehi**, **UT 84043** desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said Subject Matter as described in said Application, together with our entire right, title and interest in and to said Application and such Letters Patent as may issue on said Application; said Application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. This Assignment assigns (a) the Application and all other applications that may be made for, and all patents, utility models, design registrations, and other rights of exclusion and inventors' certificates for, any of the Subject Matter (collectively the "Applications and Granted Rights") in every country or region, (b) the right to claim priority based on and the benefit of the filing date of any of the Applications and Granted Rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other applicable treaties or conventions, and (c) the right to pursue, collect, and retain in the Assignee's name or otherwise, damages and any other remedies arising from any past, present, or future infringement of the Subject Matter, the Applications and Granted Rights, and any other rights assigned by this Assignment. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said Subject Matter, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE in our names or in the ASSIGNEE's name;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid Applications and Granted Rights to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges,

Assignment Page 1 of 3

PATENT REEL: 055970 FRAME: 0581 including the execution of applications under the Patent Cooperation Treaty, the execution of applications for patents in foreign countries, and the execution of any further applications including substitution, reissue, divisional or continuation applications, and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said Subject Matter or any application or patent directed thereto may be involved;

AND, we represent and warrant that we have the right and power to make this Assignment and that we have not made and will not make any other assignment that conflicts with this Assignment;

AND, we do hereby authorize and request each Patent Office and the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said Subject Matter to said ASSIGNEE, its successors, assigns, and legal representatives.

SUMITOMO DAINIPPON PHARMA COMPANY, LIMITED			
Date: December 19, 2019			
Date: <u>December</u> 19, 2019			
Print Name: Hiroshi Nomura			
Title: Representative Director, President and CEO			
Witness Signature: Odenji Thish			
Print Witness Name: Kenji Kishi			
Witness Address: Tokyo, Japan			
Witness Signature: Sanae Sana			
Print Witness Name: Sanae Sano			
Witness Address: To kyo, Japan			

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SCHEDULE A

UNITED STATES PATENT APPLICATION

APPLICATION NO.	FILING DATE	TITLE
16/703,773	December 4, 2019	CDK9 INHIBITORS AND POLYMORPHS THEREOF FOR USE AS AGENTS FOR TREATMENT OF CANCER

PATENT COOPERATION TREATY APPLICATION

APPLICATION NO.	FILING DATE	TITLE
PCT/US2019/064549	December 4, 2019	CDK9 INHIBITORS AND POLYMORPHS THEREOF FOR USE AS AGENTS FOR TREATMENT OF CANCER

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PATENT REEL: 055970 FRAME: 0583

RECORDED: 04/20/2021