

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6673616

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RA CAPITAL MANAGEMENT, LP	04/13/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AEROVATE THERAPEUTICS INC.
<b>Street Address:</b>	200 BERKELEY STREET
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16874111
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)856-8201
<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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<b>Email:</b>	ip@brownrudnick.com, srichards@brownrudnick.com
<b>Correspondent Name:</b>	BROWN RUDNICK, LLP
<b>Address Line 1:</b>	ONE FINANCIAL CENTER
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<b>ATTORNEY DOCKET NUMBER:</b>	AERO-001/01US 34942/13
<b>NAME OF SUBMITTER:</b>	ADAM M. SCHOEN
<b>SIGNATURE:</b>	/ADAM M. SCHOEN/
<b>DATE SIGNED:</b>	04/23/2021
<b>Total Attachments: 5</b>	
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**CONFIRMATORY ASSIGNMENT**

**WHEREAS** I, Authorized Signatory of Assignor,

**RA Capital Management, LP**

hereinafter referred to as "Assignor(s)" have made an invention(s), hereinafter referred to as the "Invention(s)," set forth in an application for patent, entitled: **INHALABLE IMATINIB FORMULATIONS, MANUFACTURE, AND USES THEREOF**, which is a:

- (1)  United States provisional application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. \_\_\_\_\_, and filed on \_\_\_\_\_; or
- (2)  United States non-provisional application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. 16/874,111, and filed on May 14, 2020; or
- (3)  international (PCT) application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. \_\_\_\_\_, and filed on \_\_\_\_\_; or
- (4)  foreign application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. \_\_\_\_\_, and filed on \_\_\_\_\_.

**WHEREAS, AEROVATE THERAPEUTICS INC.**, whose post office address is 200 Berkeley St 18th Floor, Boston, MA 02116 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Inventions; the applications for patent identified above; the right to file applications for patent of any country on the Inventions; any application for patent of any country claiming priority to these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these patents applications; and any patent of any country 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 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 above;
- (c) the right to file applications for patent of any country on the Invention(s), 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 any country claiming the Invention(s);
- (e) any application(s) for patent of any country claiming priority to the application for patent identified above 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 any country 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 interference proceedings, without charge to the Assignee, 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 BROWN RUDNICK LLP 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), (2), (3), or (4) when known.

The Assignor hereby requests the patent authority to issue/grant said patents of their respective country to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

RA Capital Management, L.P.  
by its General Partner  
RA Capital Management GP, LLC

Date: April 13, 2021

By: 

Name: Rajeev Shah

Title: Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_

Witness Signature

By: \_\_\_\_\_

Witness Name

Date: 4-14-21

By: Timothy Noyes  
Aerovate Therapeutics Inc.

Name: Timothy Noyes

Title at Assignee: CEO

Date: 4-14-21

By: Corinne Noyes  
Witness Signature

By: Corinne Noyes  
Witness Name