

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6692230

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	IMMUNOCELLULAR THERAPEUTICS, LTD.	05/07/2019
RECEIVING PARTY DATA		
Name:	PRECISION LIFESCIENCES GROUP LLC	
Street Address:	30 BURTON HILLS BLVD., SUITE 500	
City:	NASHVILLE	
State/Country:	TENNESSEE	
Postal Code:	37215	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16167096
CORRESPONDENCE DATA		
Fax Number:	(877)769-7945	
<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:	+1 (212) 641-2216	
Email:	apsi@fr.com	
Correspondent Name:	JASMINE M. WHYTE	
Address Line 1:	FISH & RICHARDSON P.C.	
Address Line 2:	P.O.BOX 1022	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022	
ATTORNEY DOCKET NUMBER:	48508-0024002	
NAME OF SUBMITTER:	MARYANN WHITE	
SIGNATURE:	/Maryann White/	
DATE SIGNED:	05/04/2021	
Total Attachments: 12		
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EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("*Assignment Agreement*") is made as of May 7, 2019 by and between IMMUNOCELLULAR THERAPEUTICS, LTD., a Delaware corporation ("*Seller*"), and PRECISION LIFESCIENCES GROUP LLC, a Delaware corporation ("*Purchaser*"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, Seller and Purchaser are parties to an Asset Purchase Agreement, dated as of even date herewith (the "*Agreement*") providing for, among other things, the sale by Seller to Purchaser of the Purchased Assets and the assumption by Purchaser of the Assumed Liabilities; and

WHEREAS, in accordance with the terms of the Agreement, Seller and Purchaser have agreed to enter into this Assignment Agreement, providing for (a) the assignment from Seller to Purchaser of all of Seller's right, title and interest in and to the Purchased Assets, including the Transferred Agreements, from and after the Closing, on and subject to the terms and conditions of the Agreement and (b) the acceptance by Purchaser of such assignment and the assumption by Purchaser of Liabilities of Seller under the Assumed Liabilities, on the terms and subject to the conditions of Section 2.3 of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. In accordance with and subject to the terms and conditions of the Agreement, Seller hereby sells, conveys, transfers, assigns and delivers to Purchaser, free and clear of all Encumbrances other than the Assumed Liabilities, all of Seller's right, title and interest in and to all of the Purchased Assets, including the Transferred Agreements, from and after the Closing.

2. Assumption. Effective as of the Closing, Purchaser hereby assumes and agrees to pay, perform and discharge, and be bound by the obligations, liabilities and duties of the Assumed Liabilities on the terms and subject to the conditions of Section 2.3 of the Agreement. Except for those Liabilities expressly assumed by Purchaser pursuant to Section 2.3 of the Agreement, Purchaser shall assume no other Liabilities of the Seller.

3. Further Assurances. Seller and Purchaser shall each execute, acknowledge (if appropriate) and deliver, or cause the execution, acknowledgment and delivery of, and make or cause to be done or made, such further documents and instruments, acts or things, supplemental,

confirmatory or otherwise, as may reasonably be requested by the other party hereto to implement the purposes of this Assignment Agreement and the Agreement.

4. Assignability. This Assignment Agreement shall be binding upon and shall inure to the benefit of the Seller and its successors and assigns (if any) and the Purchaser and its successors and assigns (if any). The Purchaser may freely assign any or all of its rights under this Assignment Agreement, in whole or in part, to any other Person without obtaining the consent or approval of any other Person. Seller shall not be permitted to assign any of its rights or delegate any of its obligations under this Assignment Agreement without the Purchaser's prior written consent.

5. Non-contravention. Nothing set forth in this Assignment Agreement shall limit or otherwise negate the rights and obligations of Purchaser and Seller as set forth in the Agreement. In the event of any conflict between any term of condition of this Assignment and any term or condition of the Agreement, the term or condition of the Agreement shall control.

6. Counterparts. This Assignment Agreement may be executed and delivered (including by electronic or facsimile transmission) in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

7. Governing Law. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE OTHER THAN CONFLICT OF LAWS PRINCIPLES THEREOF DIRECTING THE APPLICATION OF ANY LAW OTHER THAN THAT OF DELAWARE.

8. Non-Assignable Contracts. Nothing in this Assignment Agreement or the Agreement shall be construed as an attempt to sell, transfer, convey, assign or deliver any contract or agreement comprising any of the Transferred Agreements that is by its terms or at law non-assignable without the consent of the other party thereto and as to which such consent shall not have been given as of the date hereof; *provided, however*, that upon the receipt by Seller of any such consent, the contract or agreement as to which any such consent relates shall, without any further action by Seller or Purchaser, be deemed to have been assigned by Seller to Purchaser hereunder as of the date of such consent or notice as the case may be.

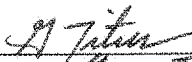
9. Severability. Any term or provision of this Assignment Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Assignment

Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

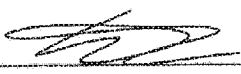
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IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Assignment and Assumption Agreement to be executed and delivered as of the day and year first above written.

IMMUNOCELLULAR THERAPEUTIC, LTD.

By: 
Name: Gary Titus
Title: Director

PRECISION LIFESCIENCES GROUP LLC

By: 
Name: Dr. Dan Weng
Title: Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

Attachment A – Program Patents

CALTECH						
CalTech Ref. No.	Country/ Region	Appln. No. (Filing Date)	Priority (Basic)	Title/Subject Matter	Status	Patent/Publn. No. (Issue/Publn Date)
CIT-3568-CIP-CIP	US	11/517,814		Method for the Generation of Antigen-specific Lymphocytes	Issued	US 7,939,059
CIT-3568-EPO	EP	02794219.2		Method for the Generation of Antigen-specific Lymphocytes	Issued	EP 1 450 611
CEDARS SINAI MEDICAL CENTER						
Fish & Richardson Ref. No.	Country/ Region	Appln. No. (Filing Date)	Priority (Basic)	Title/Subject Matter	Status	Patent/Publn. No. (Issue/Publn Date)
	US	60/513,040 (10/21/03)	Provisional	System and Method for the Treatment of Cancer, Including Cancers of the Central Nervous System	Expired	N/A
	WO	PCT/US04/34761 (10/20/04)	PCT	System and Method for the Treatment of Cancer, Including Cancers of the Central Nervous System	Entered National Phase	WO 2005/043155 (5/12/05)
22862-0004US1	US	10/575,438 (4/11/06)	National Phase of PCT/US04/034761	System and Method for the Treatment of Cancer, Including Cancers of the Central Nervous System	Issued	US 7,939,090 (5/10/11)
22862-0004EP1	EP	04795865.7 (10/20/04)	National Phase of PCT/US04/034761	System and Method for the Treatment of Cancer, Including Cancers of the Central Nervous System	Abandoned	EP 1 676 132

22862-0004JP1	JP	2006-536762 (10/20/04)	National Phase of PCT/US04/034761	System and Method for the Treatment of Cancer, Including Cancers of the Central Nervous System	Abandoned	JP 5015601
22862-0004JP2	JP	2010-22614 (10/20/04)	CON of 22862- 0004JP1	System and Method for the Treatment of Cancer, Including Cancers of the Central Nervous System	Abandoned	JP 2010-132684
	US	60/826,955 (9/26/06)	Provisional	Cancer Stem Cell Antigen Vaccines and Methods	Expired	N/A
22862-0006001	US	11/862,135 (9/26/07)	US Non-provisional	Cancer Stem Cell Antigen Vaccines and Methods	Issued	US 8,129,184 (3/6/12)
	WO	PCT/US07/79600 (9/26/07)	PCT	Cancer Stem Cell Antigen Vaccines and Methods	Entered National Phase	WO 2008/039874 (4/3/08)
22862-0006CA1	CA	2700573 (9/26/07)	National Phase of PCT/US07/79600	Cancer Stem Cell Antigen Vaccines and Methods	Issued	CA 2700573 (11/22/16)
22862-0006EP1	EP	07843269.7 (9/26/07)	National Phase of PCT/US07/79600	Cancer Stem Cell Antigen Vaccines and Methods	Pending	EP 2 084 267 (8/5/09)
22862-0006002	US	13/365,666 (2/3/12)	US Non-provisional (CON of '135 Appln.)	Cancer Stem Cell Antigen Vaccines and Methods	Issued	US 9,023,338 (5/5/15)
	US	60/827,260 (9/28/06)	Provisional	Cancer Vaccines and Vaccination Methods	Expired	N/A
22862-0007001	US	11/863,990 (9/28/07)	US Non-provisional	Cancer Vaccines and Vaccination Methods	Issued	US 8,871,211 (10/28/14)
	WO	PCT/US07/79846 (9/28/07)	PCT	Cancer Vaccines and Vaccination Methods	Entered National Phase	WO 2008/039969 (4/3/08)

22862-0007CA1	CA	2700579 (9/28/07)	National Phase of PCT/US07/79846	Cancer Vaccines and Vaccination Methods	Abandoned	CA 2700579 (4/3/08)
22862-0007002	US	13/828,432 (3/14/13)	US Non-provisional (CON of '990 Appln.)	Cancer Vaccines and Vaccination Methods	Issued	US 9,095,538 (8/4/15)
	US	60/827,260 (9/28/06)	Provisional	Cancer Vaccines and Vaccination Methods	Expired	N/A
22862-0009001	US	11/864,177 (9/28/07)	US Non-provisional	Cancer Vaccines and Vaccination Methods	Issued	US 8,097,256 (1/17/12)
	WO	PCT/US07/79857 (9/28/07)	PCT	Cancer Vaccines and Vaccination Methods	Entered National Phase	WO 2008/039974 (4/3/08)
22862-0009CA1	CA	2700436 (3/23/10)	National Phase of PCT/US07/79857	Cancer Vaccines and Vaccination Methods	Issued	CA 2700436
22862-0009002	US	13/327,125 (12/15/11)	US Non-provisional (DIV of '177 Appln.)	Cancer Vaccines and Vaccination Methods	Issued	US 9,433,667 (9/6/16)
22862-0009003	US	15/227,552 (8/3/16)	US Non-provisional (CON of '125 Appln.)	Cancer Vaccines and Vaccination Methods	Pending	US 10,226,519 (3/12/19)
	US	61/190,718 (9/2/08)	Provisional	CD133 Epitopes	Expired	N/A
22862-0010001	US	12/552,945 (9/2/09)	US Non-provisional	CD133 Epitopes	Issued	US 9,068,020 (6/30/15)
	WO	PCT/US09/55759 (9/2/09)	PCT	CD133 Epitopes	Entered National Phase	WO 2010/028066 (3/11/10)

22862-0010EP1	EP	09812172.6 (9/2/09)	National Phase of PCT/US09/55759	CD133 Epitopes	Issued	EP 2 328 923 (1/13/16) (Validated in AT, BE, CH, DE, DK, ES, FI, FR, GB, GR, IE, IT, NL, PL, PT, SE, TR)
22862-0010002	US	13/826,737 (3/14/13)	US Non-provisional (CON of '945 Appln.)	CD133 Epitopes	Issued	US 9,382,308 (7/5/16)
22862-0010003	US	15/162,921 (3/24/16)	US Non-provisional (CON of '737 Appln.)	CD133 Epitopes	Pending	US 2017/0088601 (3/30/17)
	US	61/176,302 (5/7/09)	Provisional	CD133 Epitopes	Expired	N/A
22862-0014001	US	12/776,200 (5/7/10)	US Non-provisional	CD133 Epitopes	Issued	US 8,383,768 (2/26/13)
	WO	PCT/US10/34082 (5/7/10)	PCT	CD133 Epitopes	Entered National Phase	WO 2010/129895 (11/11/10)
22862-0014EP1	EP	10772898.2 (5/7/10)	National Phase of PCT/US10/34082	CD133 Epitopes	Issued	EP 2 427 485 (Validated in AT, BE, DK, FI, FR, DE, GR, IL, IT, NL, PO, PT, ES, SW, CH/LI, TR, UK)
22862-0014HK.1	HK	12108638.7	Based on EP 10772898.2	CD133 Epitopes	Published	HK 1167866A
22862-0014002	US	13/737,491 (1/9/13)	US Non-provisional (CON of '200 Appln.)	CD133 Epitopes	Issued	8,604,167 (12/10/13)
22862-0014003	US	14/073,195 (11/6/13)	US Non-provisional	CD133 Epitopes	Abandoned	N/A

22862-0024P01	US	61/764,789 (2/14/13)	Provisional	Cancer Vaccines and Vaccination Methods	Expired	
22862-0024001	US	14/181,417 (2/14/14)	US Non-provisional	Cancer Vaccines and Vaccination Methods	Abandoned	US 2014/0234351 (8/21/14)
22862-0024WO1	WO	PCT/US14/16610 (2/14/14)	PCT	Cancer Vaccines and Vaccination Methods	Entered National Phase	WO 2014/127296 (8/21/14)
22862-0024US1	US	14/766,685 (8/7/15)	US Non-provisional National Phase of PCT/US14/016610	Cancer Vaccines and Vaccination Methods	Pending	US 2016/0058854 (3/3/16)
22862-0024US2	US	(10/22/18)	Continuation of 14/766,685 (-0024US1)	Cancer Vaccines and Vaccination Methods	Pending	
22862-0024CA1	CA	2898474 (7/16/15)	National Phase of PCT/US14/016610	Cancer Vaccines and Vaccination Methods	Pending	CA 2 898 474
22862-0024EP1	EP	14752122.3 (2/14/14)	National Phase of PCT/US14/016610	Cancer Vaccines and Vaccination Methods	Issued	EP 2956544 (11/1/17) (Validated in CH, DE, ES, FR, GB, IT, NL)
22862-0024HK1	HK	16106865 (6/15/16)	Based on EP 14752122.3	Cancer Vaccines and Vaccination Methods	Pending	HK 1218928A (3/17/17)
22862-0025P01	US	61/764,801 (2/14/13)	Provisional	Ovarian Cancer Vaccines and Vaccination Methods	Expired	
22862-0025001	US	14/181,276 (2/14/14)	US Non-provisional	Ovarian Cancer Vaccines and Vaccination Methods	Abandoned	US 2014/0234350 (8/21/14)
22862-0025WO1	WO	PCT/US14/16562 (2/14/14)	PCT	Ovarian Cancer Vaccines and Vaccination Methods	Entered National Phase	WO 2014/127276 (8/21/14)

22862-0025US1	US	14/766,711 (8/7/15)	US Non-provisional National Phase of PCT/US14/016562	Ovarian Cancer Vaccines and Vaccination Methods	Pending	US 2015/0359867 (12/17/15)
22862-0025CA1	CA	2898457 (7/16/15)	National Phase of PCT/US14/016562	Ovarian Cancer Vaccines and Vaccination Methods	Pending	CA 2 898 457
22862-0025EP1	EP	14751889.8 (2/14/14)	National Phase of PCT/US14/016562	Ovarian Cancer Vaccines and Vaccination Methods	Pending	EP 2956164 (12/23/15)
22862-0025HK1	HK	16106860.6 (6/15/16)	Based on EP 14751889.8	Ovarian Cancer Vaccines and Vaccination Methods	Pending	HK 1218860A (3/17/17)
JOHNS HOPKINS UNIVERSITY						
JHU Case No. (JHU Subcase No.)	Country/ Region	Appl. No. (Filing Date)	Priority Status (Basic)	Title/Subject Matter	Status	Patent/Publn. No. (Issue/Publn. Date)
P04083 (01)	US	60/595,556 (7/12/02)	Provisional 1	Mesothelin-specific Cancer Immunotherapy	Expired	N/A
P04083 (02)	US	60/475,783 (6/5/03)	Provisional 2	Mesothelin-specific Cancer Immunotherapy	Expired	N/A
P04083 (10)	US	10/618,088 (7/14/03)	US Non-provisional	Mesothelin-specific Cancer Immunotherapy	Abandoned	US 2005/0175625 (8/11/05)
P04083 (03)	PCT	PCT/US03/21643 (7/14/03)	PCT	Mesothelin-specific Cancer Immunotherapy	Entered National Phase	WO 2004/006837 (1/22/04) All Natl Phase Applns abandoned (AU, CA, CN, EP, HK, JP)
P04083 (11)	US	12/210,604 (9/15/08)	US Non-provisional CON of (10)	Mesothelin-specific Cancer Immunotherapy	Issued	US 8,137,908 (3/20/12)

P04083 (12)	US	13/293,357 (11/10/11)	US Non-provisional CON of 12/049,763 (abandoned), which is a CIP of (10)	Mesothelin-specific Cancer Immunotherapy	Issued	US 9,200,036 (12/1/15)
P04083 (13)	US	14,042,812 (10/1/13)	US Non-provisional DIV of (12)	Mesothelin-specific Cancer Immunotherapy	Issued	US 9,296,784 (3/29/16)
P04083 (14)	US	15,069,047 (3/14/16)	US Non-provisional DIV of (13)	Mesothelin-specific Cancer Immunotherapy	Abandoned	US 2016/0199473 (7/14/16)
P04083 (11)	US	15,333,518 (10/25/16)	US Non-provisional DIV of (14)	Mesothelin-specific Cancer Immunotherapy	Pending	US 2017/0072040 (3/16/17)
PENN STATE UNIVERSITY / TARGEPTICS						
PSU 2001-2582 Series	Country/ Region	Appln. No. (Filing Date)	Priority (Basic)	Title/Subject Matter	Status	Patent/Publn. No. (Issue/Publn Date)
	US	60/181,000 (2/8/00)	Provisional	IL-13 Receptor Subunit Alpha 2 Cancer Immunotherapy	Expired	N/A
	US	09/780,926 (2/8/01)	US Non-provisional	IL-13 Receptor Subunit Alpha 2 Cancer Immunotherapy	Abandoned	US 2002/0197266 (12/26/02)
	US	10/104,408 (3/22/02)	US Non-provisional (CIP of '926 Appln.)	IL-13 Receptor Subunit Alpha 2 Cancer Immunotherapy	Issued	US 7,338,929 (3/4/08)
	WO	PCT/US02/08983 (3/22/02)	PCT	IL-13 Receptor Subunit Alpha 2 Cancer Immunotherapy	Entered National Phase	WO 2003/092717 (11/13/03)
	AU	2002254348 (3/22/02)	National Phase of PCT/US02/08983	IL-13 Receptor Subunit Alpha 2 Cancer Immunotherapy	Abandoned	AU 2002254348

	CA	2,480,008 (3/22/02)	National Phase of PCT/US02/08983	IL-13 Receptor Subunit Alpha 2 Cancer Immunotherapy	Abandoned	CA 2,480,008
	EP	02723576.1 (10/19/04)	National Phase of PCT/US02/08983	IL-13 Receptor Subunit Alpha 2 Cancer Immunotherapy	Abandoned	EP 1 496 923
	JP	2004-500900 (10/13/04)	National Phase of PCT/US02/08983	IL-13 Receptor Subunit Alpha 2 Cancer Immunotherapy	Abandoned	JP 2005 526842
	US	11/970,401 (1/7/08)	US Non-provisional (CON of '929 USP)	IL-13 Receptor Subunit Alpha 2 Cancer Immunotherapy	Abandoned	US 2008/0131448 (6/5/08)
	US	12/976,747 (12/22/10)	US Non-provisional (CON of '401 Appln.)	IL-13 Receptor Subunit Alpha 2 Cancer Immunotherapy	Issued	US 8,435,534 (5/7/13)
	US	12/020,391 (1/25/08)	US Non-provisional (DIV of '929 USP)	IL-13 Receptor Subunit Alpha 2 Cancer Immunotherapy	Issued	US 7,960,361 (6/14/11)
	US	12/020,409 (1/25/08)	US Non-provisional (DIV of '929 USP)	IL-13 Receptor Subunit Alpha 2 Cancer Immunotherapy	Abandoned	US 2008/0206255 (8/28/08)
	US	12/886,355 (9/20/10)	US Non-provisional (CON of '409 Appln.)	IL-13 Receptor Subunit Alpha 2 Cancer Immunotherapy	Abandoned	US 2011/0110955 (5/12/11)