

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6797446

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALLEN HORHOTA	06/21/2021
CHRISTOPHER KARL MCLAUGHLIN	06/16/2021
JESSICA CHENEY	06/17/2021
BEN GELDHOF	06/16/2021
JEFFREY HRKACH	06/18/2021
MELISSA J. MOORE	06/16/2021
STEPHEN G. HOGE	06/17/2021
RECEIVING PARTY DATA	
Name:	MODERNATX, INC.
Street Address:	200 TECHNOLOGY SQUARE
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02139
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17277994
PCT Number:	US2019052160
CORRESPONDENCE DATA	
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<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:	(617) 937-2300
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Address Line 2:	SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	MRNA-048N01US 324673-2407
NAME OF SUBMITTER:	TIMOTHY R. MCFADDEN
SIGNATURE:	/TIMOTHY R. MCFADDEN/

PATENT

DATE SIGNED:	07/06/2021
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Total Attachments: 11

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Attorney Docket No. MRNA-048/N01US 324673-2407

ASSIGNMENT

Allen HORHOTA, with a mailing address of 200 Technology Square, Cambridge, MA 02139; **Christopher Karl MCLAUGHLIN**, with a mailing address of 200 Technology Square, Cambridge, MA 02139; **Jessica CHENEY**, with a mailing address of 200 Technology Square, Cambridge, MA 02139; **Ben GELDHOF**, with a mailing address of 200 Technology Square, Cambridge, MA 02139; **Jeffrey HRKACH**, with a mailing address of 200 Technology Square, Cambridge, MA 02139; **Melissa J. MOORE**, residing at 38 Baker Circle, Chestnut Hill, MA 02467; and **Stephen G. HOGE**, residing at 66 Summit Avenue, Brookline, MA 02446 (each referred to as “Assignor”) have made an invention(s) (the “Invention(s)”) set forth in an application for patent entitled **PREPARATION OF LIPID NANOPARTICLES AND METHODS OF ADMINISTRATION THEREOF**, and which is a:

- (1) ☐ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. , and filed on ;
- (2) ☒ non-provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. 17/277,994, and filed on March 19, 2021; and/or
- (3) ☒ PCT application
 - (a) ☒ bearing Application No. PCT/US2019/052160, and filed on September 20, 2019.

and/or
- (4) ☐ attached hereto.

WHEREAS, ModernaTX, Inc., having its principal place of business at 200 Technology Square, Cambridge, MA 02139, its successors, legal representatives and assigns, (the “Assignee”), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries 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 a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of 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(s) for patent identified above;

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any priority application(s), substitute application(s), division(s), continuation(s), and continuation(s)-in-part;

(f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(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, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

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 application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) 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 COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

21-Jun-2021 | 09:29 EDT
Date: _____

By:  DocuSigned by:
Allen Horhota
Signer Name: Allen Horhota
Signing Reason: I approve this document
Signing Time: 21-Jun-2021 | 09:28 EDT
BD682FF41A464EE2B1A622F76197E90D

Witness Signature: _____ Date: _____

Print Witness Name: _____

Witness Signature: _____ Date: _____

Print Witness Name: _____

Date: 16-Jun-2021 | 15:58 EDT _____

By: _____

DocuSigned by:
Christopher McLaughlin

Signer Name: Christopher McLaughlin
Signing Reason: I have reviewed this document
Signing Time: 16-Jun-2021 | 15:58 EDT
FB99FFCBF9DC4C1CB5D1A45887240013

Witness Signature: _____ Date: _____

Print Witness Name: _____

Witness Signature: _____ Date: _____

Print Witness Name: _____

Date: 17-Jun-2021 | 10:02 EDT _____

By: _____

DocuSigned by:
Jessica Cheney

Signer Name: Jessica Cheney
Signing Reason: I have reviewed this document
Signing Time: 17-Jun-2021 | 10:01 EDT
4B30C9D9FC764E10859692B36E46F466

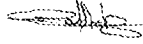
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Print Witness Name: _____

Witness Signature: _____ Date: _____

Print Witness Name: _____

Date: 16-Jun-2021 | 14:09 EDT _____

DocuSigned by:

By: _____
Ben Geldhof
Signer Name: Ben Geldhof
Signing Reason: I approve this document
Signing Time: 16-Jun-2021 | 14:09 EDT
9DCEE4F3D380447C84A58C202E74662F

Witness Signature: _____ Date: _____

Print Witness Name: _____

Witness Signature: _____ Date: _____

Print Witness Name: _____

Date: 18-Jun-2021 | 19:04 EDT _____

By: _____

DocuSigned by:

Jeffrey Hrkach

Jeffrey Hrkach

Signer Name: Jeffrey Hrkach

Signing Reason: I approve this document

Signing Time: 18-Jun-2021 | 19:04 EDT

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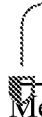
Witness Signature: _____ Date: _____

Print Witness Name: _____

Witness Signature: _____ Date: _____

Print Witness Name: _____

Date: 16-Jun-2021 | 11:17 PDT _____

By:  DocuSigned by:
Melissa J. Moore

Signer Name: Melissa J. Moore
Signing Reason: I approve this document
Signing Time: 16-Jun-2021 | 11:17 PDT
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Witness Signature: _____ Date: _____

Print Witness Name: _____

Witness Signature: _____ Date: _____

Print Witness Name: _____

Date: 17-Jun-2021 | 11:09 EDT _____

By: _____

DocuSigned by:
Stephen Hoge

Signer Name: Stephen Hoge
Signing Reason: I approve this document
Signing Time: 17-Jun-2021 | 11:09 EDT
ACFC0DBA61B54AB0829C9C0D3C7DB494

Witness Signature: _____ Date: _____

Print Witness Name: _____

Witness Signature: _____ Date: _____

Print Witness Name: _____

For and on behalf of ASSIGNEE:

Date: 30-Jun-2021 | 08:50 EDT

DocuSigned by:
Debra Milasincic
By: Debra Milasincic
Name: Debra Milasincic
Signing Reason: I approve this document
Title: SVP, Intellectual Property
Signing Time: 30-Jun-2021 | 08:50 EDT
Company: ModernaTX, Inc.
A651E70C347218446720A1415E7B2

Witness Signature: _____ Date: _____

Print Witness Name: _____

Witness Signature: _____ Date: _____

Print Witness Name: _____