# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT6799426

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

# **CONVEYING PARTY DATA**

| Name                | Execution Date |
|---------------------|----------------|
| KIRAN GANDHI        | 05/17/2021     |
| EMMA KAY SHARP      | 05/13/2021     |
| JOHNSON MATTHEY PLC | 06/22/2021     |

# **RECEIVING PARTY DATA**

| Name:             | KALVISTA PHARMACEUTICALS LIMITED  |  |
|-------------------|-----------------------------------|--|
| Street Address:   | PORTON SCIENCE PARK, BYBROOK ROAD |  |
| Internal Address: | PORTON DOWN                       |  |
| City:             | WILTSHIRE                         |  |
| State/Country:    | UNITED KINGDOM                    |  |
| Postal Code:      | SP4 0BF                           |  |

# **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 16767717 |

# CORRESPONDENCE DATA

Fax Number: (215)568-3439

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: 2155683100

Email: assignments@woodcock.com **Correspondent Name: BAKER & HOSTETLER LLP** Address Line 1: CIRA CENTRE 12TH FLOOR

Address Line 2: 2929 ARCH STREET

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19104-2891

| ATTORNEY DOCKET NUMBER: | 102064.000258     |
|-------------------------|-------------------|
| NAME OF SUBMITTER:      | VALERIE CHICCHI   |
| SIGNATURE:              | /Valerie Chicchi/ |
| DATE SIGNED:            | 07/07/2021        |

# **Total Attachments: 7**

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**PATENT** REEL: 056771 FRAME: 0262 506752609

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PATENT REEL: 056771 FRAME: 0263

#### CONFIRMATORY ASSIGNMENT

#### PARTIES:

- KIRAN GANDHI c/o Johnson Matthey Plc, 250 Cambridge Science Park, Milton Road, Cambridge, CB4 0WE, United Kingdom ("GANDHI")
- (2) EMMA KAY SHARP c/o Johnson Matthey Plc, 250 Cambridge Science Park, Milton Road, Cambridge, CB4 0WE, United Kingdom ("SHARP")
  - (GANDHI and SHARP are together the "INVENTORS")
- (3) JOHNSON MATTHEY PLC (registered in the UK with no. 00033774) of 250 Cambridge Science Park, Milton Road, Cambridge, CB4 0WE, United Kingdom ("JOHNSON MATTHEY")
  - (The INVENTORS AND JOHNSON MATTHEY are together the "ASSIGNORS")
- (3) KALVISTA PHARMACEUTICALS LIMITED (registered in the UK with no. 07543947) of Porton Science Park, Bybrook Road, Porton Down, Wiltshire, SP4 0BF, United Kingdom ("ASSIGNEE")

#### RECITALS:

- A. The ASSIGNEE is the applicant in respect of the patent application summarised in the Schedule (the "APPLICATION"), including any national applications derived therefrom.
- B. The INVENTORS are inventors in respect of the invention of the subject of the APPLICATION (the "INVENTION"). The INVENTORS' contributions to the INVENTION were made during the course of and as part of their normal duties as an employee of JOHNSON MATTHEY such that JOHNSON MATTHEY and subsequently the ASSIGNEE became legally and beneficially entitled to and owner of the INVENTORS' rights in the INVENTION (including the right to file the APPLICATION in JOHNSON MATTHEY's or the ASSIGNEE's name).
- C. IOHNSON MATTHEY's rights in the INVENTION were assigned to the ASSIGNEE by virtue of a research proposal dated 30 May 2018 (subject to JOHNSON MATTHEY's General Terms and Conditions for the Provision of Services dated 14 December 2017) and a Patent Assignment dated 28 November 2018 between JOHNSON MATTHEY and the ASSIGNEE such that the ASSIGNEE became legally and beneficially entitled to and owner of all the ASSIGNORS' rights in the INVENTION (including the right to file the APPLICATION in the ASSIGNEE's name).
- D. The parties have agreed to execute this Confirmatory Assignment for the purposes of confirming the ASSIGNEE's title to all the ASSIGNORS' rights in the INVENTION (including the right to file the APPLICATION in the ASSIGNEE's name).

# **OPERATIVE TERMS:**

In consideration of the sum of £1 (one pound sterling) paid by the ASSIGNEE to each of the ASSIGNORS (the receipt and sufficiency of which are hereby acknowledged) IT IS AGREED as follows:

- 1. Assignment
- The INVENTORS hereby confirm JOHNSON MATTHEY's ownership of and insofar as necessary hereby assign with full title guarantee to JOHNSON MATTHEY absolutely and free from all liens charges licences and encumbrances, and JOHNSON MATTHEY hereby confirms its acceptance of and hereby accepts, all the INVENTORS' property right title and interest anywhere in the world in and to the INVENTION including without limitation:
  - (a) the right to file the APPLICATION in JOHNSON MATTHEY's or its assignee's name;
  - (b) the right to own the APPLICATION and all patent applications and patents deriving or claiming priority from any thereof or otherwise relating to the INVENTION including all divisionals continuations reissues extensions supplementary protection certificates renewals and registrations in relation to any thereof, and the right to apply for and obtain any of the same in all countries of the world (the "PATENT RIGHTS");
  - (c) the benefit of all priority rights; and
  - (d) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the rights hereby transferred.

- 1.2 JOHNSON MATTHEY hereby confirms the ASSIGNEE's ownership of and insofar as necessary hereby assigns with full title guarantee to the ASSIGNEE absolutely and free from all liens charges licences and encumbrances, and the ASSIGNEE hereby confirms its acceptance of and hereby accepts, all JOHNSON MATTHEY's property right title and interest anywhere in the world in and to the INVENTION including without limitation:
  - (a) the right to file the APPLICATION in the ASSIGNEE's name;
  - (b) the right to own the APPLICATION and all patent applications and patents deriving or claiming priority from any thereof or otherwise relating to the INVENTION including all divisionals continuations reissues extensions supplementary protection certificates renewals and registrations in relation to any thereof and the right to apply for and obtain any of the same in all countries of the world (the "PATENT RIGHTS");
  - (c) the benefit of all priority rights; and
  - (d) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the rights hereby transferred

# 2. Covenants

Each of the ASSIGNORS covenants with the ASSIGNEE as follows:

- (a) that they have not done or omitted to do any act or thing whatsoever whereby any patents or other intellectual property rights relating to the INVENTION might be invalidated or otherwise prejudicially affected or the due performance of this Confirmatory Assignment hindered or prevented; and
- (b) that they have not given any permission to any third party to use the INVENTION and have not otherwise assigned or granted to any third party any rights in or under the INVENTION (including the PATENT RIGHTS).

# 3. Further Assurance

- 3.1 The ASSIGNORS agree at the ASSIGNEE's expense to execute any further documents and do all things which the ASSIGNEE may reasonably require in order to ensure the vesting in the ASSIGNEE (or the ASSIGNEE's successors in title or nominees as the case may be) of all property rights title and interests intended to be assigned transferred or granted to the ASSIGNEE hereunder (including the PATENT RIGHTS) and to give the ASSIGNEE the full benefit of this Agreement including doing all acts which may be necessary or desirable in connection with:
  - (a) the prosecution of the APPLICATION and the filing and prosecution of any further patent applications anywhere in the world and obtaining grant in relation thereto;
  - (b) protecting and enforcing the APPLICATION and any patents or patent applications and other intellectual property rights relating to the INVENTION;
  - (c) recording any such patent applications, patents and other rights in the name of the ASSIGNEE or the ASSIGNEE's successors in title or nominees as sole applicant or registered proprietor as the case may be; and
  - (d) assisting in the resolution of any question concerning the INVENTION or any of the PATENT RIGHTS.
- 3.2 The ASSIGNORS hereby authorise the officers from time to time of the ASSIGNEE and the ASSIGNEE's agents to do or authorise the doing of all such acts (including the signing of all such documents) on behalf of the ASSIGNORS as the ASSIGNEE may consider appropriate for the purpose of giving effect to the provisions of clause 3.1.

# 4. Counterparts

This Confirmatory Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

# S. Law

This Confirmatory Assignment shall be governed by and construed and take effect in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

Gandhi, Sharp, Johnson PATENT attery Assignment
REEL: 056771 FRAME: 0265

# SCHEDULE

| -                                       | APPLICATION NUMBER | FILING DATE      | REFERENCES | Title  |
|---|--------------------|------------------|------------|--|
| *************************************** | PCT/GB2018/053466  | 29 November 2018 | P071715WO  | Solid forms of a plasma<br>kallikrein inhibitor and<br>salts thereof |

IN WITNESS of which the parties have executed and delivered this Confirmatory Assignment as a Deed effective on the date of the later/last of the parties' signatures.

Gandhi, Sharp, Johnson Matthew Conformatory Assignment

EXECUTED AND DELIVERED AS A DEED by KIRAN GANDHI:

| Signature:         |  |
|--------------------|--|
| Date:              |  |
| In the presence of | <u>.</u>   |
| Witness Signature  | and the desired and the second and t |
| Witness Name an    | d Address: "TOAssansia Samo 1020 ASE.,   |
| Sirce              | FARE WAY, ROTSTON, SGRAXR  |
| Witness Occupati   | on: Quality officer  |

| EXECUTED AND DELIVERED AS A DEED by E                 | MMA KAY SHARP: |
|---|----------------|
| Signature: 4  |                |
| Date: 13 <sup>th</sup> MAY 2021                       |                |
| In the presence of: DONNA THICK                       | •              |
| Witness Signature:                                    |                |
| Witness Name and Address: 250 OFWCLT                  |                |
| SCHOOL PARK, HILTON ROAD                              | S. CANUBLIDGE  |
| SCIONE PARK, HULTON ROAD Witness Occupation: FINANCE. | CBBONE         |
|   | CD008          |

# EXECUTED AND DELIVERED AS A DEED by JOHNSON MATTHEY PLC:

| Signature:                    | LANGE S                  | 11152     | ~          |        |     |
|-------------------------------|--------------------------|-----------|------------|--------|-----|
|                               |                          | K CIRMA   |            |        |     |
| Title:                        | SITE                     | DILECTUR  |            |        |     |
| Date:                         | 22 JUA                   | i 202(·   |            |        |     |
| In the presen<br>Witness Sign | ce of: DOC<br>nature: DI | DIMOTORS  | <b>4</b> . |        |     |
| Witness Nan                   | ne and Address:          | C/O 250 ( | HANBAILE   |        |     |
| -<br>Cèc                      | CE PARK                  | MILTON    | 40/6th     | BOUGE  |     |
|                               |                          | NAVE      |            | CB4 OU | 122 |

| EXECUTED AND DELIVERED AS A DEED by KALVISTA I | PHARMACEUTICALS LIMITED:                |
|--|---|
| Signature:                                     | •                                       |
| Name: CHRSTOPHEL YEA.                          |   |
| Title: CINEF DEVELOPMENT OFFICER               |   |
| Date: 01 July 2021                             |   |
| In the presence of:                            |   |
| Witness Signature:                             |   |
| Witness Name and Address: MICHAEL ACC          |   |
| " FORESTERNE AVE, RINGWOOD BHZI                | 1 8 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 |
| Witness Occupation: 18 MANAGER                 |   |

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Gandhi, Sharp, Johnson Proper Extratory Assignment

RECORDED: 07/07/2021