

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6802039

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ALBERTO CERRI	09/20/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CVIE THERAPEUTICS COMPANY LIMITED
<b>Street Address:</b>	NO. 2 SCIENCE PARK WEST AVENUE
<b>Internal Address:</b>	UNIT 110-110, BIOINFORMATICS CENTRE
<b>City:</b>	SHATIN
<b>State/Country:</b>	HONG KONG
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17263209
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(302)658-1192
<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>	
<b>Phone:</b>	302-984-6135
<b>Email:</b>	rward@potteranderson.com
<b>Correspondent Name:</b>	ROBERT D. WARD
<b>Address Line 1:</b>	1313 N. MARKET STREET
<b>Address Line 2:</b>	POTTER ANDERSON AND CORROON LLP
<b>Address Line 4:</b>	WILMINGTON, DELAWARE 19801
<b>ATTORNEY DOCKET NUMBER:</b>	34089-204
<b>NAME OF SUBMITTER:</b>	ROBERT D. WARD
<b>SIGNATURE:</b>	/Robert D. Ward/
<b>DATE SIGNED:</b>	07/08/2021
<b>Total Attachments: 5</b>	
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## TRANSFER OF AUTHOR'S AND INVENTOR'S RIGHTS AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into the first day of October, 2014, by and between CVie Therapeutics Company Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and having an usual place of business at Unit 110-111, Bio-Informatics Centre, No. 2 Science Park West Avenue, Hong Kong Science Park, Shatin, Hong Kong (hereinafter referred to as the "Company") and Dr. Alberto Cerri of Via Barnaba Oriani n° 55, 20156 Milano, Italy, (hereinafter referred to as the "Scientist").

### WHEREAS,

- the Company is a pharmaceutical company affiliated to Lee's Pharmaceutical Holdings Limited and active in the research of therapeutic agents, especially in the cardiovascular and antihypertensive areas;
- The Company is interested in acquiring scientific articles and similar documents to develop the circulation of scientific knowledge and the results of the most advanced research in the cardiologist area, for the benefit of the Company and of Lee's Pharmaceutical Holdings Limited;
- The Company and Lee's Pharmaceutical Holdings Limited, also in consideration of the potentially inventive activities already performed and/or that will be performed by Dr. Alberto Cerri over the duration of this agreement, is interested in acquiring as from now on the economic rights to exploit the inventions that Dr. Alberto Cerri should generate, to the consideration hereinafter identified and otherwise in accordance with the terms and conditions contained in this Agreement,

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, the Company and the Scientist, intending to be legally bound, agree to the terms set forth below.

1. **TERM.** Commencing as of October 1<sup>st</sup>, 2014 (the Effective Date), and continuing for a period of two (2) years (the "Term"), unless earlier terminated pursuant to Article 4 hereof, Dr. Cerri agrees the following.

This Agreement will be automatically renewed for further two (2) years if not withdrawn by one of the Parties with at least one (1) month notice.

### 2. ASSIGNMENT OF THE SCIENTIFIC ARTICLES AND DOCUMENTS.

The Scientist undertakes to provide to the Company, all the scientific articles and documents that he will have drawn over the duration of this Agreement, on the themes related the *antihypertensive and inotropic activities of the rostafuroxin and Istaroxime, included the confirmation that the Adducin and Ouabain-related gene variants predict the antihypertensive activity of rostafuroxin and/or of Istaroxime also in the Asian race individuals*" and any and all the possible related subject matters, assigning from now on to the Company all copyrights on the papers developed and on drawn up on such themes.

The Company, directly or indirectly, will have full and exclusive right to publish the work - even with modifications, provided that they will not affect the substance of the

work- in Hong Kong, China and abroad, waiving Dr. Alberto Cerri all the rights in this regard.

### 3. ASSIGNMENT OF RIGHTS OF ECONOMIC EXPLOITATION OF INVENTIONS.

Dr. Alberto Cerri hereby assigns to the Company all rights of economic exploitation of inventions generated by himself at or in connection with the research activities carried out by the Company, without prejudice to the mere rights of Dr. Alberto Cerri to be acknowledged as their inventor. As consideration to the transfer of these rights, the Company will pay to Dr. Alberto Cerri and the said amount shall be inclusive of tax in Italy.

### 4. PROPRIETARY RIGHTS.

(a) Definitions. For the purposes of this Article 4, the terms set forth below shall have the following meanings:

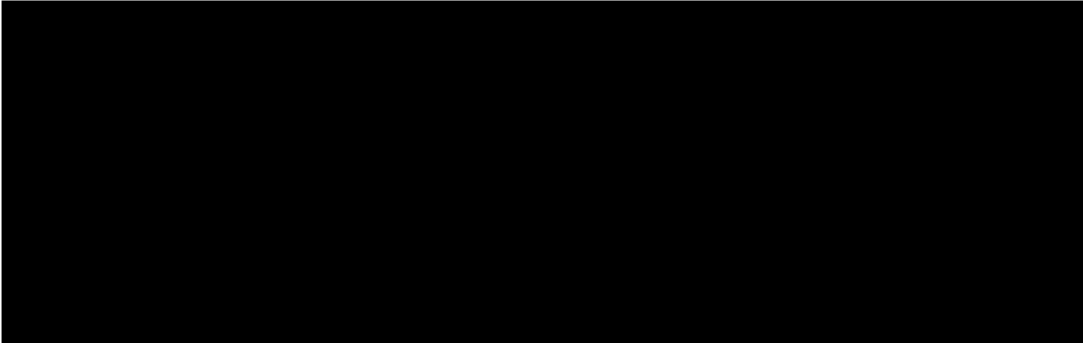
(i) Concept and Ideas. Those concepts and ideas which are first developed by the Scientist during the course of this Agreement hereunder and which relate to the Company's present, past or prospective business activities, services, and products.

(ii) Confidential Information. For the purposes of this Agreement, Confidential Information shall mean and collectively include: all information relating to the business, plans and/or technology of the Company including, but not limited to technical information including inventions, methods, plans, processes, specifications, characteristics, assays, raw data, scientific preclinical or clinical data, records, databases, formulations, clinical protocols, equipment design, know-how, experience, and trade secrets; developmental, marketing, sales, customer, supplier, consulting relationship information, operating, performance, and cost information; and all record bearing media containing or disclosing the foregoing information and techniques including, written business plans, patents and patent applications, grant applications, notes, and memoranda, whether in writing or presented, stored or maintained in or by electronic, magnetic, or other means.

(b) Documents, etc. All documents, diskettes, tapes, procedural manuals, guides, specifications, plans, drawings, designs and similar materials, related to the performance of this Agreement and all other materials containing Confidential Information or information about Concepts or Ideas (including all copies and reproductions thereof), that come into Scientist's possession or control by reason of the execution of this contract, whether prepared by the Scientist or others: (a) are the property of the Company, (b) will not be used by Scientist in any way other than in connection with activities mentioned in this contract, (c) will not be provided or shown to any third party by the Scientist, (d) will not be removed from the Company's premises (except as required to execute this agreement), and (e) at the termination (for whatever reason), of the Scientist's relationship with the Company, will be left with, or forthwith returned by the Scientist to the Company.

(d) Patents, etc. the Scientist agrees that the Company is and shall remain/become the exclusive owner of the Confidential Information and Concepts and Ideas. Any interest in patents, patent applications, inventions, technological innovations, trade names, trademarks, service marks, copyrights, copyrightable works, developments, discoveries, designs, processes, formulas, know-how, data and analysis, whether registrable or not ("Developments"), which the Scientist may conceive or develop in the above matters, shall: (i) forthwith be brought to the attention of the Company by the Scientist and (ii) belong exclusively to the Company. No license or conveyance of any such rights to the Scientist is granted or implied under this Agreement.

**5. PAYMENT OF THE CONSIDERATIONS.**



**6. EARLY TERMINATION OF THE TERM.**

- a) This Agreement shall be terminated by the Company immediately if the Scientist shall at any time during the term of this Agreement:
- Become physically or mentally disabled whether totally or partially so that he is substantially unable to perform his services hereunder for a period of or periods aggregating 90 days.
  - Be convicted of any offence (other than a traffic offence) involving the property of the Company or any group company, or any other criminal offence (other than an offence which in the reasonable opinion of the director does not affect his service for the Company);
  - Have committed, repeated or continued any persistent or material and serious breach of his obligations or of relevant provisions of this Agreement;
  - Be guilty of wilful neglect, wilful default or gross negligence in the discharge of his duties under this Agreement, or any grave misconduct which tends to bring himself or the Company or any group company into disrepute;
- b) Upon termination under Sections 6(a), neither party shall have any further obligations under this Agreement, except for the obligations which by their terms survive this termination. Upon termination, the Scientist shall return immediately to the Company all Confidential Information and copies thereof.

**7. EQUITABLE RELIEF.**

The Scientist agrees that any breach of Articles 4 above by him would cause irreparable damage to the Company and that, in the event of such breach, the

Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation or threatened violation of Scientist's obligations hereunder.

8. **WAIVER.** Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All waivers by the Company shall be in writing.

9. **ASSIGNMENT.** The Company shall have the right to assign its rights and obligations under this Agreement to a party which assumes the Company's obligations hereunder. The Scientist shall not have the right to assign his rights or obligations under this Agreement without the prior written consent of the Company, except for sums or credits due by the Company to the Scientist according to this Agreement and which may be transferred to third parties and to the Scientist's heirs.

10. **HEADINGS.** Headings and subheadings are for convenience only and shall not be deemed to be a part of this Agreement.

11. **AMENDMENTS.** This Agreement may be amended or modified, in whole or in part, only by an instrument in writing signed by all parties hereto. Any amendment, consent, decision, waiver or other action to be made, taken or given by the Company with respect to the Agreement shall be made, taken or given on behalf of the Company only by authority of the Company's Board of Directors.

12. **NOTICES.** Any notices or other communications required hereunder shall be in writing and shall be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at their addresses specified in the preamble to this Agreement or to such other addresses of which a party shall have notified the others in accordance with the provisions of this Section 11.

13. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

14. **GOVERNING LAW.** Except for any mandatory applicable law, this Agreement shall be construed in accordance with and governed for all purposes by the laws of Hong Kong. Any dispute arising hereunder shall be referred to and heard in only a court located in Hong Kong.

15. **SURVIVAL.** The provisions of Sections 4, 7 and 14 to 15 of this Agreement shall survive the expiration of the Term or the termination of this Agreement. This Agreement supersedes all prior agreements, written or oral, between the Company and the Scientist relating to the specific subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CVie Therapeutics Co. Ltd.

The Scientist

Hong Kong, September 20<sup>th</sup>, 2019



Dr. Li Xiaoyi  
Director

6/20/2019



Dr. Alberto Cerri