

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6802062

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| CVIE THERAPEUTICS COMPANY LIMITED | 04/08/2015 |
| RECEIVING PARTY DATA | |
| Name: | CVIE INTERNATIONAL LIMITED |
| Street Address: | 23F., NO. 1, SONGZHI RD, XINYI DISTRICT |
| City: | TAIPEI CITY 110 |
| State/Country: | TAIWAN |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 17263209 |
| CORRESPONDENCE DATA | |
| Fax Number: | (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> | |
| Phone: | 3029846135 |
| Email: | rward@potteranderson.com |
| Correspondent Name: | ROBERT D. WARD |
| Address Line 1: | 1313 N. MARKET STREET |
| Address Line 2: | POTTER ANDERSON AND CORROON LLP |
| Address Line 4: | WILMINGTON, DELAWARE 19801 |
| ATTORNEY DOCKET NUMBER: | 34089-204 |
| NAME OF SUBMITTER: | ROBERT D. WARD |
| SIGNATURE: | /Robert D. Ward/ |
| DATE SIGNED: | 07/08/2021 |
| Total Attachments: 4 | |
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "*Agreement*") is made and entered into by and between CVie Therapeutics Company Limited ("*Assignor*"), a company incorporated with limited liability in the Cayman Islands and CVie International Limited ("*Assignee*"), a R.O.C. company limited by shares, on April 1, 2015.

WHEREAS, the Assignor holds all issued and outstanding shares of the Assignee;

WHEREAS, the Assignor intends to consummate a group restructuring and the Assignor desires to transfer and convey all of its rights, claims and interests in certain contracts and agreements listed hereto as Schedule 1 (the "*Assigned Agreements*") to the Assignee to facilitate the group restructuring; and

WHEREAS, the Assignee desires to accept the assignment and assume the Assigned Agreements.

NOW, THEREFORE, this Agreement is made in consideration of the premises, warranties and mutual covenants set forth herein; and each of the parties to this Agreement agrees as follows:

SECTION 1. [REDACTED] which shall be made on or prior to the Effective Date, the sufficiency of which is hereby acknowledged, the Assignor hereby transfers, conveys and assigns to the Assignee all of the Assignor's rights, claims and interests in the Assigned Agreements arising on or after April 8, 2015 (the "*Effective Date*"), subject to the delivery of the assignment notices in substantially the same form attached hereto as Exhibit A to the counterparties to such Assigned Agreements.

SECTION 2. Assignee hereby accepts the Assigned Agreements, and assumes and agrees to perform all of Assignor's obligations and liability arising on or after the Effective Date under any or all of the Assigned Agreements.

SECTION 3. Assignor makes no express or implied warranties regarding any of the Assigned Agreements hereunder.

SECTION 4. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto.

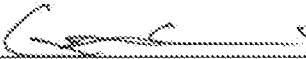
SECTION 5. Any number of counterparts of this Agreement may be executed. Each counterpart will be deemed to be an original instrument and all counterparts taken together will constitute one agreement.

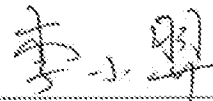
SECTION 6. This Agreement shall be governed by, and construed in accordance with, the laws of Cayman Islands. The parties irrevocably agree that the courts of Cayman Islands are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that, accordingly, any legal action or proceedings arising out of or in connection with this Agreement may be brought in those courts and the parties irrevocably submit to the jurisdiction of those courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on their respective behalves as of the date first written above.

CVie Therapeutics Company Limited

CVie International Limited

By 
Name: Dr. Li Xiaoyi
Title: Director

By 
Name: Dr. Li Xiaoyi
Title: Director

SCHEDULE 1

Assigned Agreements



| <u>Title and Date</u> | <u>Counterparty</u> |
|--|---------------------|
|  | |
| Transfer of Author's and Inventor's Rights Agreement 2014/10/01 | Dr. Alberto Cerri |
|  | |

EXHIBIT A

Form of Assignment Notice

April 1, 2015

Dr. Alberto Cerri
Via Barnaba Oriani no 55, 20156 Milano, Italy

Assignment Notice

Dear Sirs:


Please be advised that CVie Therapeutics Company Limited ("*Assignor*") and CVie International Limited, a wholly owned subsidiary of the Assignor ("*Assignee*"), have entered into a certain Assignment and Assumption Agreement on April 1, 2015 pursuant to which Assignor will assign to Assignee all rights, obligations and liabilities arising on or after April 8, 2015 (the "*Effective Date*") under Transfer of Author's and Inventor's Rights Agreement dated as of October 1, 2014 between you and the Assignor.


Please issue all invoices with respect to said Agreement to Assignee instead of to Assignor, if applicable.

If you have any questions with respect to this notice, please contact Serena Chen, at 23F., No.1, Songzhi Rd., Xinyi Dist., Taipei City 110, Taiwan (R.O.C.).

CVie Therapeutics Company Limited

CVie International Limited

By 
Name: Dr. Li Xiaoyi
Title: Director

By 
Name: Dr. Li Xiaoyi
Title: Director