

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6893578

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CARNOT2, LLC	09/19/2019
RECEIVING PARTY DATA	
Name:	ATHENEN THERAPEUTICS, INC.
Street Address:	C/O RA CAPITAL MANAGEMENT
Internal Address:	200 BERKELEY STREET, 18TH FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	62667030
Application Number:	62667037
Application Number:	62748129
Application Number:	62831046
Application Number:	62835871
Application Number:	62831054
Application Number:	62835870
Application Number:	62860901
Application Number:	62866839
Application Number:	62860910
Application Number:	62866890
Application Number:	16587157
Application Number:	62907763
CORRESPONDENCE DATA	
Fax Number:	
<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:	6178568200
Email:	ip@brownrudnick.com

Correspondent Name: BROWN RUDNICK LLP
Address Line 1: ONE FINANCIAL CENTER
Address Line 4: BOSTON, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER: 35720/2-35720/11

NAME OF SUBMITTER: ADAM M. SCHOEN

SIGNATURE: /Adam M. Schoen/

DATE SIGNED: 08/31/2021

Total Attachments: 15

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ASSET CONTRIBUTION AGREEMENT

This ASSET CONTRIBUTION AGREEMENT, dated as of September 19, 2019 (this “**Agreement**”), is entered into by and between **Carnot2, LLC**, a Delaware limited liability company (“**Contributor**”), and **Athenen Therapeutics, Inc.**, a Delaware corporation (“**Recipient**”). Contributor and Recipient are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Contributor is conducting or has previously conducted a drug discovery, research and development program related to steroids with altered PK properties and neuroactive steroids and referred to by Contributor internally as its GABA Program (the “**Program**”);

WHEREAS, Contributor desires to assign, transfer and contribute to Recipient the Contributed Assets (as defined below), in consideration for 2,500,000 shares of the Recipient’s Common Stock, \$0.001 par value per share (the “**Contribution Shares**”), on the terms and conditions as set forth herein (the assignment, transfer and contribution of the Contributed Assets, the issuance by Recipient of the Contribution Shares to Contributor and all other transactions relating to the foregoing or contemplated under this Agreement, in each case subject to and upon the terms and conditions of this Agreement, being hereinafter referred to herein, collectively, as the “**Contribution**”);

WHEREAS, simultaneously with the Closing (as defined in that certain Series Seed Preferred Stock Purchase Agreement of even date herewith, by and among the Recipient and the purchasers named therein (the “**Purchasers**”) (the “**Series Seed Purchase Agreement**”)), Contributor and Recipient desire to consummate the Contribution, all subject to, and upon, the terms and conditions set forth in this Agreement; and

WHEREAS, Contributor, the Purchasers and Recipient intend the Contribution and the financing pursuant to the Series Seed Purchase Agreement to be a tax-free transaction under Section 351 of the Internal Revenue Code of 1986, as amended (the “**Code**”), and for this purpose Contributor, the Purchasers and Recipient have acknowledged and agreed that Contributor and the Purchasers are members of the same transferor group for purposes of Section 351 of the Code in connection with such transactions.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contributor and Recipient hereby agree as follows:

Article 1 Contribution of Assets

1.1 Contributed Assets. Subject to the terms and conditions set forth herein, Contributor hereby contributes, assigns and delivers to the Recipient, and the Recipient hereby accepts from the Contributor, all of Contributor’s right, title, and interest in, to and under the following:

(a) **Intellectual Property.** (i) All national, international and foreign (to the United States) patents and applications therefor owned by Contributor on the date of this Agreement that pertain to the Programs, including, without limitation, those set forth on Schedule 1.1(a) attached hereto; (ii) all inventions (whether or not patentable), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology, data, tangible or intangible proprietary information, and all documentation relating to any of the foregoing, in each case to the extent owned by Contributor on the date of this Agreement and pertaining to the Programs; (iii) all copyrights, trademarks, copyright registrations and applications therefor, and trademark registrations and applications therefor, owned by Contributor on the date of this Agreement, and all other rights corresponding to any of the items in the foregoing clauses (i)-(iii) throughout the world, in each case to the extent owned by Contributor and pertaining to the Programs; and (iv) all goodwill of Contributor that is associated with the Programs;

(b) **Contracts.** All contracts listed on Schedule 1.1(b) hereto (collectively, the “**Contributed Contracts**”); and

(c) **Records.** All data, files, documents and records owned or held by Contributor on the date of this Agreement with respect to, or pertaining or related to, the Programs and the Contributed Assets (as defined below), including, without limitation, all laboratory notebooks, patent prosecution records, materials or correspondence, regulatory filings, records or correspondence, regulatory approvals, manufacturing records, reports or correspondence, and pre-clinical and clinical study results and reports (including any the foregoing held by others on behalf of Contributor or any Contributor affiliate) (the “**Records**”). Contributor may retain copies of such Records to comply with applicable law; and

The assets set forth in this Section 1.1 are called the “**Contributed Assets.**”

1.2 RECIPIENT ACKNOWLEDGES AND AGREES THAT THE CONTRIBUTED ASSETS ARE PROVIDED “AS IS,” AND RECIPIENT’S USE OF THE CONTRIBUTED ASSETS HEREUNDER IS AT ITS OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRIBUTOR SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS NOT EXPLICITLY SET FORTH IN ARTICLE 5 HEREIN, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUALITY AND PERFORMANCE. CONTRIBUTOR DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE USE, OR THE RESULTS OF THE USE OF THE CONTRIBUTED ASSETS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. CONTRIBUTOR DOES NOT WARRANT THAT THE CONTRIBUTED ASSETS WILL BE FREE FROM ERRORS, OMISSIONS OR OTHER PROGRAM LIMITATIONS, AND CONTRIBUTOR SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY ANY OF THE FOREGOING. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY CONTRIBUTOR OR ANY OF ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THIS AGREEMENT.

Article 2 Non-Assumption of Liabilities

2.1 Non-Assumption of Liabilities; Excluded Liabilities. Notwithstanding any provision in this Agreement or any other writing to the contrary, Recipient is not assuming any liability or obligation of the Contributor or any other affiliate of the Contributor (or any predecessor owner of all or part of the Programs or its assets) of whatever nature, whether presently in existence, incurred or a result of the contribution contemplated by this Agreement, or arising or asserted hereafter, other than any liabilities or obligations or amounts due and payable by the Contributor pursuant to the terms of the Contributed Contracts, all of which shall be assumed by the Recipient, including any amounts due and payable that relate to services provided pursuant to the Contributed Contracts prior to the date of the consummation of the Contribution (such assumed liabilities or obligations under the Contributed Contracts being hereinafter referred to as the “**Assumed Liabilities**”). All liabilities and obligations of the Contributor or any other affiliate of the Contributor (or any predecessor owner of all or part of the Programs or their assets) of whatever nature, whether presently in existence, incurred or a result of the Contribution contemplated by this Agreement, or arising or asserted hereafter, other than the Assumed Liabilities, remain the liabilities and obligations of Contributor (all such liabilities and obligations shall be referred to as the “**Excluded Liabilities**”). Recipient hereby agrees to indemnify and hold harmless Contributor against any and all Assumed Liabilities. The Contributor retains responsibility to discharge in full in a due and timely manner all of the Excluded Liabilities. Contributor hereby agrees to indemnify and hold harmless Recipient against any and all Excluded Liabilities.

Without limiting the generality of the immediately preceding sentence, it is agreed that Recipient shall not have any liability or obligation with respect to the following claims, liabilities or obligations:

- (1) Any liability of the Contributor for taxes with respect to the Contributed Assets.
- (2) Any claims, liabilities or obligations of Contributor under this Agreement or any contract to be entered into pursuant hereto.
- (3) Any claim, liability or obligation arising from or related to any assets of Contributor other than the Contributed Assets.
- (4) Any claim, liability or obligation asserted by any stockholder, member or other equity holder of Contributor against the Contributor or Recipient in connection with the transactions contemplated under this Agreement or otherwise.
- (5) Any fee or expense to be borne by Contributor pursuant to the terms of this Agreement.

Article 3 Consideration

3.1 Consideration. At the Contribution Closing (as defined in Section 4.1), Recipient will issue the Contribution Shares to Contributor for and in consideration of Contributor’s assignment, transfer and contribution of the Contributed Assets to the Recipient.

Article 4 Contribution Closing

4.1 Time and Place. The closing of the Contribution and delivery of all documents and instruments necessary to consummate the Contribution (the “**Contribution Closing**”) shall be held simultaneously with the Closing.

4.2 Actions at the Contribution Closing. At the Contribution Closing:

(a) Contributor shall duly execute and deliver to Recipient instruments of assignment or transfer with respect to the Contributed Assets as Recipient may reasonably request and as may be necessary to vest in Recipient good record (where applicable) and marketable title to all of the Contributed Assets, in each case subject to no encumbrance (together with this Agreement, the “**Contribution Documents**”). In addition, Contributor shall duly execute and deliver to Recipient such agreements or instruments as Recipient may reasonably request and as may be necessary in order for Contributor to become a party to each of the Transaction Agreements (as defined in the Series Seed Purchase Agreement) to be entered into, at the Closing, by Recipient, Contributor and each of the other stockholders of Recipient named as parties thereto.

(b) Recipient shall deliver to Contributor a stock certificate, registered in the name of Contributor, representing the Contribution Shares issued by Recipient to Contributor pursuant to this Agreement. In addition, Recipient shall duly execute and deliver to Contributor instruments of assumption with the respect to the Assumed Liabilities as Contributor may reasonably request and as may be necessary in connection with Recipient’s assumption of the Assumed Liabilities.

Article 5 Representations and Warranties of Contributor

5.1 Representations and Warranties of Contributor. Contributor represents and warrants to Recipient as follows:

- (a) **Organization; Authority.** Contributor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, with all limited liability company power and authority to enter into this Agreement, and to perform its obligations hereunder.
- (b) **Binding Effect.** This Agreement has been duly authorized by all necessary action of the manager and members of Contributor and this Agreement has been duly executed and delivered by Contributor and constitutes the legal, valid and binding obligation of Contributor enforceable against it in accordance with its terms. Each of the other Contribution Documents to which Contributor is required to become a party will be duly executed and delivered by Contributor and, when executed and delivered by Contributor, will constitute the legal, valid and binding obligation of Contributor enforceable against it in accordance with its terms.
- (c) **Non-Contravention.** Neither the execution and delivery of this Agreement by Contributor nor the consummation by Contributor of the Contribution contemplated hereby will constitute a violation of, or be in conflict with, or constitute or create a default or accelerate or adversely affect any obligations

under, or result in the creation or imposition of any encumbrance upon any of the Contributed Assets pursuant to, (i) any agreement or commitment to which Contributor is a party or by which Contributor or any of its properties (including any of the Contributed Assets) is bound or to which Contributor or any of its properties is subject, (ii) the certificate of formation, limited liability company agreement or other constitutive documents of Contributor, or (iii) any statute, regulation, rule, judgment, order, decree or injunction of any governmental agency to which Contributor or any of its properties is subject.

- (d) **Consents and Filings.** No consent, approval or authorization from any governmental authority is required for the execution and delivery of this Agreement by Contributor or for the consummation by the Contributor of the Contribution contemplated hereby.
- (e) **Properties and Assets.** Contributor has good and marketable title to all of the Contributed Assets, all free and clear of encumbrances. The Contributed Assets do not constitute all, or substantially all, of the Contributor's assets. At the Closing, Contributor will transfer to Recipient good record (where applicable) and marketable title to all of the Contributed Assets, in each case subject to no encumbrance.
- (f) **Acquisition Entirely for Own Account.** This Agreement is made with Contributor in reliance upon Contributor's representation to the Company, which by Contributor's execution of this Agreement, Contributor hereby confirms, that the Contribution Shares to be acquired by Contributor will be acquired for investment for Contributor's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that Contributor has no present intention of selling, granting any participation in, or otherwise distributing the same, other than any distribution to its affiliates for no consideration in accordance with the terms of its organizational documents. By executing this Agreement, Contributor further represents that Contributor does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Contribution Shares, other than any distribution to its affiliates for no consideration in accordance with the terms of its organizational documents. Contributor has not been formed for the specific purpose of acquiring the Contribution Shares.
- (g) **Disclosure of Information.** Contributor has had an opportunity to discuss the Recipient's business, management, financial affairs and the terms and conditions of the offering of the Contribution Shares with the Recipient's management and has had an opportunity to review the Recipient's facilities. The foregoing, however, does not limit or modify the representations and warranties of the Recipient in Article 6 of this Agreement or the right of the Contributor to rely thereon.

- (h) **Restricted Securities.** Contributor understands that the Contribution Shares have not been, and will not be, registered under the Securities Act of 1933, as amended (the “**Securities Act**”), by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of Contributor’s representations as expressed herein. Contributor understands that the Contribution Shares are “restricted securities” under applicable U.S. federal and state securities laws and that, pursuant to these laws, Contributor must hold the Contribution Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Contributor acknowledges that the Recipient has no obligation to register or qualify the Contribution Shares. Contributor further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Contribution Shares, and on requirements relating to the Recipient which are outside of Contributor’s control, and which the Recipient is under no obligation and may not be able to satisfy.
- (i) **No Public Market.** Contributor understands that no public market now exists for the Contribution Shares, and that the Recipient has made no assurances that a public market will ever exist for the Contribution Shares.
- (j) **Legends.** Contributor understands that the Contribution Shares and any securities issued in respect of or exchange for the Contribution Shares, may be notated with one or all of the following legends:
- 1) “THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.”
 - 2) Any legend set forth in, or required by, any of the Transaction Agreements.
 - 3) Any legend required by the securities laws of any state to the extent such laws are applicable to the Contribution Shares represented by the certificate, instrument, or book entry so legended.
- (k) **Accredited Investor.** Contributor is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

- (l) **Foreign Investors.** If Contributor is not a United States person (as defined by Section 7701(a)(30) of the Code), Contributor hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Contribution Shares or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Contribution Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Contribution Shares. Contributor's subscription and payment for and continued beneficial ownership of the Contribution Shares will not violate any applicable securities or other laws of Contributor's jurisdiction.
- (m) **No General Solicitation.** Neither Contributor, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including, through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the Contribution Shares.
- (n) **Residence.** The office or offices of Contributor in which its principal place of business is located at 200 Berkeley Street, 18th Floor, Boston, MA 02116.

Article 6 Representations and Warranties of Recipient

6.1 Representations and Warranties of Recipient. Recipient hereby represents and warrants to the Contributor as follows:

- (a) **Organization and Standing of the Recipient.** Recipient is a corporation duly organized, validly existing and in good standing under the State of Delaware, with all corporate power and authority to enter into this Agreement and to perform its obligations hereunder.
- (b) **Corporate Approval; Binding Effect.** This Agreement has been duly authorized by all necessary corporate action of the Board of Directors of Recipient and this Agreement has been duly executed and delivered by Recipient and constitutes the legal, valid and binding obligation of Recipient enforceable against it in accordance with its terms. Each of the other Contribution Documents to which Recipient is required to become a party will be duly executed and delivered by Recipient and, when executed and delivered by Recipient, will constitute the legal, valid and binding obligation of Recipient enforceable against it in accordance with its terms
- (c) **Non-Contravention; Approvals.** Neither the execution and delivery of this Agreement by Recipient nor the consummation by Recipient of the Contribution contemplated hereby will constitute a violation of, or be in conflict with, or constitute or create a default or accelerate or adversely affect any obligations

under, (a) any agreement or commitment to which Recipient is a party or by which Recipient or any of its properties is bound or to which Recipient or any of its properties is subject, (b) the certificate of incorporation, by-laws or other constitutive documents of Recipient, or (c) any statute, regulation, rule, judgment, order, decree or injunction of any governmental agency to which Recipient or any of its properties is subject.

- (d) **Consents and Filings.** No consent, approval or authorization from any governmental authority is required for the execution and delivery of this Agreement by Recipient or for the consummation by Recipient of the Contribution contemplated hereby
- (e) **Valid Issuance of Contribution Shares.** The Contribution Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable state and federal securities laws and liens or encumbrances created by or imposed by the Contributor. Assuming the accuracy of the representations of the Contributor in Article 5 of this Agreement and subject to the filings described in the Transaction Agreements, the Contribution Shares will be issued in compliance with all applicable federal and state securities laws.

Article 7 Certain R&D Agreements

7.1 Agreement to Assign Research Results. Subject to and upon the terms and conditions set forth in this Agreement, Contributor hereby agrees to assign, transfer and deliver to Recipient all of Contributor's right, title and interest in and to any and all data, results, information and intellectual property generated at any time and from time to time after the date of this Agreement in the course of the research and other activities carried out pursuant to the contracts listed on Schedule 7.1 attached hereto (the "**Specific R&D Agreements**"). Any assignment contemplated pursuant to the foregoing provisions of this Section 7.1 shall become effective at such time as Contributor executes and delivers to Recipient a written instrument of assignment effecting such assignment.

7.2 Payment of Costs. For and in consideration of Contributor's undertaking under Section 7.1 above, Recipient hereby agrees to timely pay any and all amounts that Contributor is required to pay under the Specific R&D Agreements if and to the extent that (i) such amounts accrue at any time and from time to time after the date of this Agreement and (ii) Recipient is provided an invoice for such amount or amounts.

Article 8 Miscellaneous

8.1 Other Agreements Superseded; Waiver and Modification, Etc. This Agreement supersedes all prior agreements or understandings, written or oral, between Contributor, on the one hand, and Recipient, on the other hand, relating to the Contribution, and incorporates the entire understanding of the Parties with respect thereto. This Agreement may be amended or supplemented only by a written instrument signed by the Party against whom the

amendment or supplement is sought to be enforced. The Party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by the other Party unless made by written instrument signed by the waiving Party.

8.2 Further Assurances. The Contributor agrees, at any time at or after the Contribution Closing, at its own expense, to execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by the Recipient, and to take any other action consistent with the terms of this Agreement that may reasonably be requested by the Recipient, for the purpose of assigning, transferring, granting, conveying and confirming to the Recipient, or reducing to the Recipient's possession, any or all of the Contributed Assets as well as any assets later identified by either the Contributor or the Recipient to be related to the Programs that would have been, but for their later identification, assigned to Recipient at the Contribution Closing in order to give effect to the Parties' intentions herein.

8.3 Services. Each of Contributor and Recipient acknowledge and agree that they will work in good faith to formalize their service relationship going forward and until such time, Contributor will continue to provide to Recipient such services as are currently being provided.

8.4 Notices. Any notice under or relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when personally delivered or transmitted by facsimile or three business days after a writing is deposited in the United States mail, first class postage or other charges prepaid and registered, addressed as follows:

If to Recipient:	If to Contributor:
Athenen Therapeutics. Inc.	Carnot2 LLC
c/o RA Capital Management	c/o RA Capital Management
200 Berkeley Street, 18 th Floor	200 Berkeley Street, 18 th Floor
Boston, MA 02116.	Boston, MA 02116.

8.5 Law Governing. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, excluding the application of any of its choice of law rules that would result in the application of the laws of another jurisdiction.

8.6 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

8.7 Successors; Assignability. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties hereto. A Party may assign such Party's rights and obligations under this Agreement at any time after the Contribution Closing pursuant to a written agreement or instrument of assignment (copies of which must be provided to the other Party), but neither Party may assign such Party's rights and obligations under this Agreement at any time prior to the Contribution Closing without the prior written consent of the other Party. Any assignment by a Party of this Agreement or such

Party's rights or obligations under this Agreement shall not operate to release or relieve such Party from any of such Party's obligations under this Agreement.

8.8 Counterparts. This Agreement may be executed in any number of counterparts and each such executed counterpart shall be deemed to be an original instrument, but all such executed counterparts together shall constitute one and the same instrument. One Party may execute one or more counterparts other than that or those executed by another Party, without thereby affecting the effectiveness of any such signatures.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Asset Contribution Agreement under seal as of the date first above written.

CONTRIBUTOR

CARNOT2, LLC

By: RA Capital Management, LLC, its Manager

By:  _____
Title: Authorized Signatory

RECIPIENT

ATHENEN THERAPEUTICS, INC.

By: _____
Name: Andrew Levin
Title: President

IN WITNESS WHEREOF, the Parties have executed this Asset Contribution Agreement under seal as of the date first above written.

CONTRIBUTOR

CARNOT2, LLC

By: RA Capital Management, LLC, its Manager

By: _____

Title: Authorized Signatory

RECIPIENT

ATHENEN THERAPEUTICS, INC.

By:  _____

Name: Andrew Levin

Title: President

IP Schedule

Attorney Docket No.	Country	Serial Number	Filing Date	Title	Status
CARN2-003/00US33506/71	US	62/748129	19-Oct-18	Neuroactive steroids with altered pharmacokinetic properties and methods of use thereof	pending
CARN2-006/01US33506/101	US	62/835871	18-Apr-19	Steroids with altered pharmacokinetic properties and methods of use thereof	pending
CARN2-006/00US33506/97	US	62/831046	8-Apr-19	Steroids with altered pharmacokinetic properties and methods of use thereof	pending
CARN2-007/01US33506/102	US	62/835870	18-Apr-19	Steroids with altered pharmacokinetic properties and methods of use thereof	pending
CARN2-007/00US33506/98	US	62/831054	8-Apr-19	Steroids with altered pharmacokinetic properties and methods of use thereof	pending
CARN2-008/00US33506/105	US	62/860901	13-Jun-19	Steroids with altered pharmacokinetic properties and methods of use thereof	pending
CARN2-008/00US33506/110	US	62/866839	26-Jun-19	Steroids with altered pharmacokinetic properties and methods of use thereof	pending
CARN2-009/00US33506/106	US	62/860910	13-Jun-19	Steroids with altered pharmacokinetic properties and methods of use thereof	pending
CARN2-009/01US33506/111	US	62/866890	26-Jun-19	Methods of use of steroids with altered pharmacokinetic properties	pending
CARN2-010/00US33506/112	US	n.a.	n.a.	Neuroactive steroids with altered pharmacokinetic properties	not yet filed

Contributed Contracts

None

Schedule 7.1

Specified R&D Contracts

Type	Date	Counterparty	Note
Pharmacology	9-Sep-19	BioDuro	CAR-FFS-PK-20190906-01
Pharmacology	9-Sep-19	BioDuro	CAR-FFS-PK-20190906-02
Pharmacology	9-Sep-19	BioDuro	CAR-FFS-PK-20190906-03
Pharmacology	4-Apr-19	BioDuro	CNT-OC-PK-20190404-01
Pharmacology	22-Aug-19	SB Discovery	CARN-007
Pharmacology	29-Aug-19	SB Discovery	CARN-008
Pharmacology	12-Jul-19	PsychoGenics	CAR006
Pharmacology	26-Jul-19	PsychoGenics	CAR006 Amendment