

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6916254

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	VHSQUARED LIMITED	07/01/2021
RECEIVING PARTY DATA		
Name:	SORRISO PHARMACEUTICALS, INC.	
Street Address:	12230 EL CAMINO REAL	
Internal Address:	SUITE 230	
City:	SAN DIEGO	
State/Country:	CALIFORNIA	
Postal Code:	92130	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	10633438
CORRESPONDENCE DATA		
Fax Number:	(617)310-9315	
<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:	6174392315	
Email:	docket@nutter.com	
Correspondent Name:	GURUNATHAN LAXMIKANTHAN	
Address Line 1:	NUTTER MCCLENNEN & FISH LLP	
Address Line 2:	155 SEAPORT BOULEVARD, SEAPORT WEST	
Address Line 4:	BOSTON, MASSACHUSETTS 02210-2604	
ATTORNEY DOCKET NUMBER:	40450-10101 GL-KJR	
NAME OF SUBMITTER:	GURUNATHAN LAXMIKANTHAN	
SIGNATURE:	/GURUNATHAN LAXMIKANTHAN/	
DATE SIGNED:	09/14/2021	
Total Attachments: 9		
source=DaVinci_Patent_Assignment_Executed#page1.tif		
source=DaVinci_Patent_Assignment_Executed#page2.tif		
source=DaVinci_Patent_Assignment_Executed#page3.tif		
source=DaVinci_Patent_Assignment_Executed#page4.tif		

source=DaVinci_Patent_Assignment_Executed#page5.tif
source=DaVinci_Patent_Assignment_Executed#page6.tif
source=DaVinci_Patent_Assignment_Executed#page7.tif
source=DaVinci_Patent_Assignment_Executed#page8.tif
source=DaVinci_Patent_Assignment_Executed#page9.tif

DATED 1 July 2021

- (1) VHSQUARED LIMITED
- (2) SORRISO PHARMACEUTICALS, INC.

DEED OF ASSIGNMENT

Cooley

COOLEY (UK) LLP, 22 BISHOPSGATE, LONDON EC2N 4BQ, UK
T: +44 (0) 20 7583 4055 F: +44 (0) 20 7785 9355 WWW.COOLEY.COM

CONTENTS

Clause	Page
1. DEFINITIONS AND INTERPRETATION	1
2. ASSIGNMENT	2
3. RECORDALS	2
4. GENERAL PROVISIONS.....	2
Schedule 1 - Assigned Patents	4

THIS DEED OF ASSIGNMENT (this "**Assignment**") is dated 1 July 2021 and is entered into by and between:

- (1) **VHSQUARED LIMITED**, a company incorporated in England and Wales (registered no. 07286540, whose registered office is at 1 Lower Court Copley Hill Business Park Cambridge Road, Babraham, Cambridge, CB22 3GN, United Kingdom (the "**Assignor**"); and
- (2) **SORRISO PHARMACEUTICALS, INC.**, a company formed under the laws of Delaware, United States of America, whose principal offices are located at 12230 El Camino Real, Suite 230, San Diego, CA 92130, United States of America (the "**Assignee**"),

(each a "**Party**" and together, the "**Parties**").

BACKGROUND

- (A) The Assignor is the proprietor of or applicant for (as applicable) the Assigned Patents (as defined below).
- (B) Pursuant to an agreement dated on or about the date of this Assignment between the Assignor and the Assignee (the "**APA**"), the Assignor has agreed to assign the Assigned Patents to the Assignee on the terms set out in this Assignment.

THE PARTIES AGREE THAT

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Assignment, the following terms shall have the meanings set out in this clause 1.1, unless expressly stated otherwise:

"Assigned Patents" means the patents and patent applications (as applicable) short particulars of which are set out in Schedule 1, together with (in each case):

- (a) in respect of each application in the Assigned Patents (if any):
 - (i) the right to claim priority from and to prosecute and obtain grant of patent;
 - (ii) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application; and
 - (iii) the right to file continuation applications and continuation in part applications based thereon and to prosecute and obtain grant of patent on each and any such continuation application or continuation in part application;
- (b) the right to extend to, or register in or in respect of, any country or territory in the world each and any of the Assigned Patents, and each and any of the applications comprised in the Assigned Patents or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications; and
- (c) the absolute entitlement, right, title and interest in and to any applications filed and/or patents granted pursuant to any of the applications comprised in the Assigned Patents or filed as aforesaid.

2. **ASSIGNMENT**

- 2.1 Pursuant to and for the consideration set out in the APA, the Assignor hereby unconditionally and irrevocably assigns to the Assignee absolutely with full title guarantee all rights, title and interest in and to the Assigned Patents, to the fullest extent permitted by law.

3. **RECORDALS**

- 3.1 The Assignee shall arrange for the prompt recordal of the assignment to the Assignee of the Assigned Patents in the relevant patent offices and shall be solely responsible for the costs and expenses of such recordals. During the Initial Period, at the request, cost and expense of the Assignee the Assignor shall execute (or procure that there shall be done and executed) such additional documents and deeds as the Assignee may reasonably request to perfect the Assignee's title in the Assigned Patents.

4. **GENERAL PROVISIONS**

- 4.1 **Assignment.** Neither Party shall assign, transfer, declare a trust of the benefit of or in any other way alienate any of its rights under this Assignment whether in whole or in part without the prior written consent of the other Party
- 4.2 **Variation.** No variation of this Assignment shall be effective unless made in writing and signed by each of the Parties.
- 4.3 **Counterparts.** This Assignment may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same agreement.
- 4.4 **English law.** The validity, construction and performance of this Assignment and any claim, dispute or matter (whether contractual or non-contractual) arising under or in connection with this Assignment or its enforceability shall be governed by and construed in accordance with the law of England
- 4.5 **Jurisdiction.** Each Party irrevocably submits to the exclusive jurisdiction of the courts of England over any claim, dispute or matter arising under or in connection with this Assignment or its enforceability or the legal relationships established by this Assignment (including non-contractual disputes or claims) and waives any objection to proceedings being brought in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum. Each Party further irrevocably agrees that a judgment in any proceedings brought in the courts of England shall be conclusive and binding upon each Party and may be enforced in the courts of any other jurisdiction.
- 4.6 **Third Party Rights.** A person who is not a Party to this Assignment shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Assignment.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

This Assignment has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a DEED by VHSQUARED
LIMITED

W R Ruckman

in the presence of:

A J Cowley

Address of witness:

3 NASH PLACE
TYLERS GREEN, HIGH
WYCOMBE, BUCKS,
HP10 8ES

EXECUTED as a DEED by SORRISO
PHARMACEUTICALS, INC.

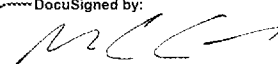
This Assignment has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a DEED by **VHSQUARED LIMITED**

In the presence of:

Address of witness:

EXECUTED as a DEED by **SORRISO PHARMACEUTICALS, INC.**

DocuSigned by:

EDC0C5908E334D6...

**SCHEDULE 1 -
ASSIGNED PATENTS**

PATENTS – Core Products

V565 anti-TNF α variable domains (Ref: VHS-P1859)*

Country	Status	Application Number	Filing Date	Patent Number	Grant Date
Australia	Pending	2016239948	31/03/2016		
Brazil	Pending	BR11201702027 5-1	31/03/2016		
Canada	Pending	2,981,096	31/03/2016		
China	Pending	201680020014.7	31/03/2016		
European Patent Application	Pending	16713874.2	31/03/2016		
Hong Kong	Pending	18109449.8	31/03/2016		
India	Pending	201737032760	31/03/2016		
Israel	Pending	254577	31/03/2016		
Japan	Pending	2018-502328	31/03/2016		
Korea, Republic of	Pending	10-2017-7029482	31/03/2016		
Mexico	Pending	MX/A/2017/0126 62	31/03/2016		
New Zealand	Pending	734798	31/03/2016		
Eurasian Patent Organization, validated in Russia only	Granted	201792176	31/03/2016	035638	20/07/2020
Singapore	Granted	11201706839Y	31/03/2016	11201706839Y	21/07/2020
South Africa	Granted	2017/05666	31/03/2016	2017/05666	26/09/2018
United States	Granted	15/273,353	22/09/2016	10,633,438	28/04/2020
United States	Pending	16/821,287	17-03-2020		

V900 and V56B2 anti-IL-23 variable domain and IL-23/TNF α bihead (Ref: VHS-P2140)*

Country	Status	Application Number	Filing Date	Patent Number	Grant Date
PCT Application	International Phase	PCT/GB2020/051495	19/06/2020		

V901 anti-IL-7R variable domains (Ref: VHS-P2585)*

Country	Status	Application Number	Filing Date	Patent Number	Grant Date
PCT Application	International Phase	PCT/GB2020/051496	19/06/2020		

V56B3 TNF α /IL-7R bihead (Ref: VHS-P2586)*

Country	Status	Application Number	Filing Date	Patent Number	Grant Date

PCT Application	International Phase	PCT/GB2020/051497	19/06/2020		
-----------------	---------------------	-------------------	------------	--	--

V787 anti-IL-6R variable domains (Ref: VHS-P1921)*

Country	Status	Application Number	Filing Date	Patent Number	Grant Date
European Patent Application	Pending	17701672.2	20/01/2017		
United States	Pending	16/750,516	23/01/2020		

V56B1 TNFα/IL-6R bihead (Ref: VHS-P2039)*

Country	Status	Application Number	Filing Date	Patent Number	Grant Date
United States	Pending	16/366,454	27/03/2019		

PATENTS – Core Platforms**GI Formulation (Ref: VHS-P1917)***

Country	Status	Application Number	Filing Date	Patent Number	Grant Date
Australia	Pending	2017240190	31/03/2017		
Canada	Pending	3,019,482	31/03/2017		
Canada	Pending	3,053,757	03/04/2017		
China	Pending	201780020634.5	03/04/2017		
European Patent Application	Pending	17716044.7	31/03/2017		
India	Pending	201817035708	31/03/2017		
Israel	Pending	261792	31/03/2017		
Japan	Pending	2018-551137	31/03/2017		
Korea, Republic of	Pending	10-2018-7029576	03/04/2017		
Singapore	Pending	11201807402P	31/03/2017		
United States	Granted	16/988,506	07/08/2020	10,980,748	20/04/2021
United States	Granted	16/140,843	25/09/2018	10,772,839	15/09/2020

Labile Linker (Ref: VHS-P1861)*

Country	Status	Application Number	Filing Date	Patent Number	Grant Date
Australia	Pending	2016239949	31/03/2016		
Canada	Pending	2,981,098	31/03/2016		
China	Pending	201680018971.6	31/03/2016		
European Patent Application	Pending	16714360.1	31/03/2016		
Hong Kong	Pending	18109446.1	31/03/2016		
India	Pending	201737032670	31/03/2016		
Israel	Pending	254589	31/03/2016		
Japan	Pending	2018-502329	31/03/2016		
Korea, Republic of	Pending	10-2017-7026144	31/03/2016		
Singapore	Granted	11201706840W	31/03/2016	11201706840W	08/10/2020

United States	Pending	17/196,498	09/03/2021		
---------------	---------	------------	------------	--	--

GI Stability Histidine Substitutions (Ref: VHS-P1862)*

Country	Status	Application Number	Filing Date	Patent Number	Grant Date
Australia	Pending	2016239951	31/03/2016		
Canada	Pending	2,981,103	31/03/2016		
China	Pending	201680019952.5	31/03/2016		
European Patent Application	Pending	16714361.9	31/03/2016		
Hong Kong	Pending	18109447.0	31/03/2016		
India	Pending	201737032669	31/03/2016		
Israel	Pending	254591	31/03/2016		
Korea, Republic of	Pending	10-2017-7026731	31/03/2016		
Singapore	Pending	11201706882V	31/03/2016		
United States	Pending	16/950,758	17/11/2020		