

PATENT ASSIGNMENT COVER SHEET

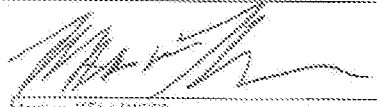

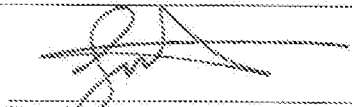
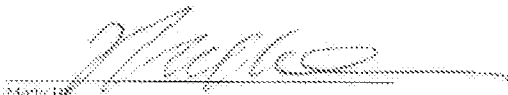
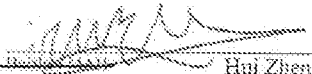
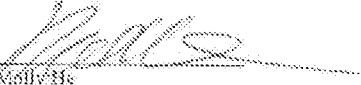
Electronic Version v1.1
 Stylesheet Version v1.2


EPAS ID: PAT6925396

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MINGHAO GUO	06/10/2021
LEON ZILUN ZHANG	05/17/2021
CHUNHONG ZHOU	05/18/2021
MATTHEW KELLINGER	06/10/2021
MICHAEL PREVITE	06/10/2021
SINAN ARSLAN	06/11/2021
MOLLY HE	06/15/2021
HUI ZHEN MAH	06/10/2021
LEI SUN	05/14/2021
RECEIVING PARTY DATA	
Name:	ELEMENT BIOSCIENCES, INC.
Street Address:	9880 CAMPUS POINT DRIVE, SUITE 210
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17218027
CORRESPONDENCE DATA	
Fax Number:	(858)350-2399
<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:	8583502300
Email:	patentdocket@wsgr.com, susan.jeong@wsgr.com
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI
Address Line 1:	650 PAGE MILL ROAD
Address Line 4:	PALO ALTO, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	52933-731.201
NAME OF SUBMITTER:	SUSAN JEONG

SIGNATURE:	/Susan Jeong/
DATE SIGNED:	09/20/2021
Total Attachments: 6 source=52933-731.201 executed assignment as filed#page1.tif source=52933-731.201 executed assignment as filed#page2.tif source=52933-731.201 executed assignment as filed#page3.tif source=52933-731.201 executed assignment as filed#page4.tif source=52933-731.201 executed assignment as filed#page5.tif source=52933-731.201 executed assignment as filed#page6.tif	

PATENT ASSIGNMENT	Docket Number 52933-731.201												
<p>The undersigned:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">1. Minghao GUO San Diego, California (US)</td> <td style="width: 25%;">2. Leon Zilun ZHANG San Diego, California (US)</td> <td style="width: 25%;">3. Chunhong ZHOU San Diego, California (US)</td> <td style="width: 25%;">4. Matthew KELLINGER San Diego, California (US)</td> </tr> <tr> <td>5. Michael PREVITE San Diego, California (US)</td> <td>6. Sinan ARSLAN San Diego, California (US)</td> <td>7. Molly HE San Diego, California (US)</td> <td>8. Hui Zhen MAH San Diego, California (US)</td> </tr> <tr> <td colspan="4">9. Lei SUN San Diego, California (US)</td> </tr> </table>		1. Minghao GUO San Diego, California (US)	2. Leon Zilun ZHANG San Diego, California (US)	3. Chunhong ZHOU San Diego, California (US)	4. Matthew KELLINGER San Diego, California (US)	5. Michael PREVITE San Diego, California (US)	6. Sinan ARSLAN San Diego, California (US)	7. Molly HE San Diego, California (US)	8. Hui Zhen MAH San Diego, California (US)	9. Lei SUN San Diego, California (US)			
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9. Lei SUN San Diego, California (US)													
<p>(the “<u>Inventor(s)</u>”), desire to assign the entire right, title and interest in and to the Inventions and Assigned Patents (each, as defined below) to <u>Element Biosciences, Inc.</u>, a corporation incorporated under the laws of the State of <u>Delaware</u>, having a place of business at <u>9880 Campus Point Drive, Suite 210, San Diego, California 92121 (US)</u>, (the “<u>Assignee</u>”), and Assignee desires to acquire such right, title and interest, all on the terms and conditions set forth in this Patent Assignment.</p> <p>NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:</p> <p>1. Said Inventor(s) have invented certain new and useful inventions and improvements disclosed in the following patent(s) and patent application(s):</p> <p style="text-align: center;">FLOW CELL SYSTEMS AND DEVICES</p> <ul style="list-style-type: none"> • for which application serial number <u>17/218,027</u> was filed on <u>March 30, 2021</u> in the United States Patent and Trademark Office <p>(the “<u>Listed Patent(s)</u>”). As used herein: “<u>Assigned Patents</u>” means (a) the Listed Patent(s), (b) all Patents that share priority with or claim priority to or from the Listed Patent(s), including each and every Patent that is a divisional, substitution, continuation, continuation-in-part, non-provisional, or national phase application of any of the Listed Patent(s), (c) all Patents applied for on an invention disclosed within the Patents included in foregoing subclauses (a)-(b), (d) each and every Patent granting, issuing or reissuing from any of the foregoing under subclauses (a)-(c), (e) each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing under subclauses (a)-(d), and (f) each and every Patent filed outside the United States and corresponding to any of the foregoing under subclauses (a)-(e). “<u>Patents</u>” means (i) patents, certifications of inventions, inventor’s certificates and other forms of protection granted on any invention in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise, and (ii) applications therefor (whether provisional, converted provisional, utility, design, plant, utility model, non-provisional or otherwise).</p> <p>2. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to the Assigned Patents, including the right to claim priority to and from said Assigned Patents; (b) in and to the inventions disclosed in the Assigned Patents, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (the “<u>Inventions</u>”) and (c) in and to all claims for past, present and future infringement of the Assigned Patents, including all rights to sue for and to receive and recover for Assignee’s own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Assigned Patents.</p> <p>3. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for filing, prosecuting or maintaining any of the Assigned Patents; (c) for filing, prosecuting or maintaining applications for reissuance of any said Assigned Patents; (d) for interference or other priority proceedings involving said Assigned Patents or Inventions; and (e) for legal proceedings involving said Inventions or Assigned Patents, including without limitation reissues and reexaminations, IPRs, opposition and other post-grant proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.</p> <p>4. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.</p> <p>5. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.</p> <p>6. Said Inventor(s) hereby request that any Assigned Patents issuing or granting in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued or granted in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.</p> <p>7. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.</p> <p style="text-align: center;">IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:</p>													

PATENT ASSIGNMENT		Docket Number 52833-731.201
Date: _____	Minghao GAO	
Date: _____	Leon Zhen ZHANG	
Date: _____	Chongqing ZHOU	
Date: <u>03 JUN 21</u>	 Matthew KELLINGER	
Date: <u>10 JUN 21</u>	 Michael FREYER	
Date: <u>11 JUN 21</u>	 Simon A. S. CHAN	
Date: <u>6/15/2021</u>	 Hui Zhen MAH	
Date: <u>10 JUN 2021</u>	 Hui Zhen MAH H2M	
Date: _____	Lei SUN	
RECEIVED AND AGREED TO BY ASSIGNEE. Element Biosciences, Inc.		
Date: <u>6/15/2021</u>	Signature:  Name: Kelly He Title: Chief Executive Officer	

Date: _____	Minghao GUO
Date: _____	Leon Zilun ZHANG
Date: _____	Chunhong ZHOU
Date: _____	Matthew KELLINGER
Date: _____	Michael PREVITE
Date: _____	Sinan ARSLAN
Date: _____	Molly HE
Date: _____	Huizhen MAH
Date: <u>05/14/2021</u>	 Lei SUN
RECEIVED AND AGREED TO BY ASSIGNEE: Element Biosciences, Inc.	
Date: _____	Signature: _____ Name: Molly He Title: Chief Executive Officer

PATENT ASSIGNMENT

Docket Number 52933-731.291

Date: 6/10/2014

Signature: 
Mingbo GUO

Date: _____

Leon Zhen ZHANG

Date: _____

Chunrong ZHOU

Date: _____

Matthew KELLINGER

Date: _____

Michael PREVITE

Date: _____

Simon ARSLAN

Date: _____

Molly HE

Date: _____

Huizhen MAH

Date: _____

Lei SUN

RECEIVED AND AGREED TO BY ASSIGNEE:
Element Biosciences, Inc.

Date: _____

Signature: _____

Name: Molly He

Title: Chief Executive Officer

PATENT ASSIGNMENT

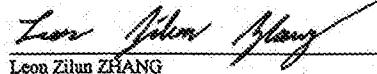
Docket Number 52933-731.201

Date: _____

Minghao GUO

Date: 5/17/21

Leon Zilun ZHANG



Date: _____

Chunhong ZHOU

Date: _____

Matthew KELLINGER

Date: _____

Michael PREVITE

Date: _____

Sinan ARSLAN

Date: _____

Molly HE

Date: _____

Huizhen MAH

Date: _____

Lei SUN

RECEIVED AND AGREED TO BY ASSIGNEE:
Element Biosciences, Inc.

Date: _____

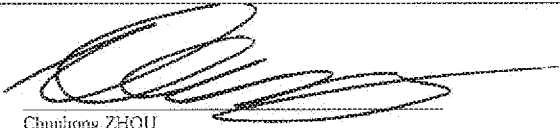
Signature: _____

Name: Molly He

Title: Chief Executive Officer

PATENT ASSIGNMENT

Docket Number 52933-731.201

Date: _____
Minghao GUODate: _____
Leon Zilun ZHANGDate: 5/18/2021
Chunhong ZHOU Date: _____
Matthew KELLINGERDate: _____
Michael PREVITEDate: _____
Sivan ARSLANDate: _____
Molly HEDate: _____
Huizhen MAHDate: _____
Lei SUNRECEIVED AND AGREED TO BY ASSIGNEE:
Element Biosciences, Inc.Date: _____ Signature: _____
Name: Molly He
Title: Chief Executive Officer