

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7058230

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ACCUTAR BIOTECHNOLOGY INC.	05/27/2021
RECEIVING PARTY DATA		
Name:	YIMIN HUA	
Street Address:	951 BRICKELL AVENUE	
Internal Address:	UNIT 1910	
City:	MIAMI	
State/Country:	FLORIDA	
Postal Code:	33131-3930	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	17173864
	PCT Number:	US2117595
CORRESPONDENCE DATA		
Fax Number:	(206)332-7198	
<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:	3107883348	
Email:	patentprocurement@perkinscoie.com	
Correspondent Name:	YINGLI WANG	
Address Line 1:	P.O. BOX 1247	
Address Line 4:	SEATTLE, WASHINGTON 98111-1247	
ATTORNEY DOCKET NUMBER:	144930-8001US1; 8001WO	
NAME OF SUBMITTER:	AMY CANDELORO	
SIGNATURE:	/Amy Candeloro/	
DATE SIGNED:	12/06/2021	
Total Attachments: 3		
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ASSIGNMENT AND TRANSFER AGREEMENT

This Assignment and Transfer Agreement ("**Agreement**") is made as of May 27, 2021 ("**Effective Date**") between Dr. Yimin Hua ("**Assignee**"), and Accutar Biotechnology Inc., a corporation incorporated under the laws of the State of Delaware, U.S.A ("**Assignor**").

Recitals

WHEREAS, Assignee was the Global Head of the RNA Therapeutic Unit of Assignor from September 10, 2019 to May 17, 2021 and whereupon termination of Assignee's employment Assignor agrees to assign and transfer the Assigned Property that Assignee worked on during his employment to Assignee.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Definition

1.1 "**Assigned Property**" means the property listed in **Exhibit A**.

2. Assignment. Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignor and its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Property. Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement prior to the Effective Date, as well as the right to grant releases for past infringements.

3. Consideration. Assignor has agreed to waive consideration for the assignment as long as this Agreement is executed by May 31, 2021. Otherwise, Assignor shall receive consideration to cover all the expenses that Assignor has spent on the Assigned Property (e.g., patent filing fees, research fees, etc.)

4. Further Assistance. Assignee is solely responsible for filing the assignment with all relevant government agencies and paying any associated fees of the transfer, including patent prosecution costs. Assignor will, at the reasonable request and sole cost and expense of Assignee, but without additional compensation, take all action and execute all documents deemed necessary to effectuate the transfer of the Assigned Property.

5. Miscellaneous

5.1 Governing Law and Jurisdiction. This Agreement will be governed by, and construed in accordance with, the laws of the State of New York without reference to its conflict of laws provisions. With respect to any dispute arising out of or related to this

Agreement, the parties consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in New York County, New York.

5.2 Amendment and Waiver. This Agreement may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

5.3 Severability. If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

Accutar Biotechnology Inc.

Dr. Yimin Hua

By: _____

By: _____

Title: _____

Title: _____

Date: 05/27/2021

Date: 05/27/2021

EXHIBIT A

ASSIGNED PROPERTY

Country	Application Number	Filing Date
USA	62/975,337	2/12/2020
USA	17/173,864	2/11/2021
PCT International	PCT/US2021/017595	2/11/2021
USA	63/034,628	06/04/2020