

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7080593

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LYSOSOMAL THERAPEUTICS INC.	08/03/2020
RECEIVING PARTY DATA	
Name:	BIAL - BIOTECH INVESTMENTS, INC.
Street Address:	4745-457
City:	CORONADO (S. ROMAO E S. MAMEDE)
State/Country:	PORTUGAL
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16989254
CORRESPONDENCE DATA	
Fax Number:	(617)523-1231
<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:	(617) 570-1000
Email:	us-patentbos@goodwinlaw.com, ABeaulieu@goodwinlaw.com
Correspondent Name:	GOODWIN PROCTER LLP
Address Line 1:	100 NORTHERN AVENUE
Address Line 2:	IP DOCKETING DEPT./7TH FL
Address Line 4:	BOSTON, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	LTI-014C2
NAME OF SUBMITTER:	BOYEON CHOI
SIGNATURE:	/Boyeon Choi/
DATE SIGNED:	12/17/2021
Total Attachments: 8	
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and delivered as of August 3, 2020 (the "Effective Date") by Lysosomal Therapeutics, Inc., a Delaware corporation (the "Assignor"), for the benefit of BIAL – BioTech Investments, Inc., a Delaware corporation (the "Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and together as the "Parties." All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, the Assignor, the Assignee and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as representative of the Company Securityholders (the "Holders' Representative") have entered into that certain Asset Purchase Agreement dated as of July 17, 2020 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignor has agreed to sell, convey, transfer, assign and deliver to the Assignee, among other things, all of the Assignor's right, title and interest in and to all United States and foreign patents, and applications for United States and foreign patents, in each case that are identified on Schedule A hereto (collectively, the "Patent Rights").

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Patent Rights ; and (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Patent Rights, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith. Upon request of Assignee, the Assignor agrees to execute and deliver to the Assignee and/or any person designated by the Assignee any and all additional documents and instruments that may be required to record and perfect the rights assigned herein.

2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in the Patent Rights, to record the Assignee as the assignee and owner of any and all of the Assignor's Patent Rights.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

4. No provision of this Assignment is intended to confer upon any Person other than the Parties hereto and their respective successors and assigns any rights or remedies hereunder.

5. Nothing herein shall be deemed to expand or limit the rights, duties and obligations of the Parties under the Agreement and, to the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

6. The following provisions of the Agreement are hereby incorporated by reference: Section 9.1 (Entire Agreement; Assignment; Successors); Section 9.2 (Severability); Section 9.3 (Notices); Section 9.4 (Governing Law); Section 9.7 (No Third-Party Beneficiaries); Section 9.8 (Counterparts; Electronic Signature); and Section 9.9 (Amendments and Modifications).

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

LYSOSOMAL THERAPEUTICS, INC.

By: 

Name:

CORNELIS BEEN

Title:

CEO

Address:

Lysosomal Therapeutics, Inc.
19 Blackstone Street
Cambridge, MA 02139
Attention: Kees Been

[Signature page to Patent Assignment Agreement]

PATENT
REEL: 058418 FRAME: 0793

AGREED AND ACCEPTED:

BIAL – BIOTECH INVESTMENTS, INC.

By: António Luís de Azevedo Portela

Name: António Luís de Azevedo Portela

Title: President and Chief Executive Officer

Address:

BIAL – BioTech Investments, Inc.
4745-457 Coronado (S. Romão e S. Mamede)
Portugal
Attention: Jose Redondo and Ricardo Chorão

[Signature page to Patent Assignment Agreement]

SCHEDULE A

Patent Rights

LTI Docket No.	Jurisdiction	Serial No./ (Patent No.)	Filing Date/ (Issue Date)
LTI-003	US	62/076,062	11/06/2014
	PCT	PCT/US15/059541	11/06/2015
	US	15/440,107/ (9,732,089)	02/23/2017 (08/15/2017)
	US	15/523,769/ (10,570,135)	05/02/2017 (02/25/2020)
	US	16/733,598	01/03/2020
	Australia	2015342887	11/06/2015
	Brazil	BR112017009276-0	11/06/2015
	Canada	2,966,583	11/06/2015
	China	201580068129.9	11/06/2015
	Eurasia	201790995	11/06/2015
	Europe	15857508.4	11/06/2015
	Hong Kong	18102382.2	11/06/2015
	Israel	252053	11/06/2015
	India	201747019085	11/06/2015
	Japan	2017-544549	11/06/2015
	Japan	2020-119444	11/06/2015
	Korea	10-2017-7015300	11/06/2015
	Mexico	MX/a/2017/005940	11/06/2015
	New Zealand	731897	11/06/2015
	Saudi Arabia	517381467	11/06/2015
LTI-004	US	62/076,070	11/06/2014
	PCT	PCT/US15/059531	11/06/2015
	US	15/523,774	05/02/2017
	US	16/131,287	09/14/2018
	US	16/934,819	07/21/2020
	Europe	15856978.0	11/06/2015
LTI-005	US	62/076,076	11/06/2014
	PCT	PCT/US15/059534	11/06/2015
	US	15/523,775	05/02/2017
	US	16/453,109	06/26/2019

LTI Docket No.	Jurisdiction	Serial No./ (Patent No.)	Filing Date / (Issue Date)
	US	16/929,779	07/15/2020
	Australia	2015342883	11/06/2015
	Canada	2,966,581	11/06/2015
	Europe	15856385.8 (3215509)	11/06/2015 (02/26/2020)
LTI-009	US	62/332,144	05/05/2016
	PCT	PCT/US17/031187	05/05/2017
	US	16/097,902	10/31/2018
	Europe	17793401.5	05/05/2017
LTI-010	US	62/332,151	05/05/2016
	PCT	PCT/US17/031189	05/05/2017
	US	15/678,468 (9,868,742)	08/16/2017 (01/16/2018)
	US	16/097,905	10/31/2018
	Australia	2017261291	05/05/2017
	Brazil	BR112018072552-8	05/05/2017
	Canada	3,022,670	05/05/2017
	China	201780037953.7	05/05/2017
	Europe	17793402.3	05/05/2017
	Hong Kong	19129554.2	05/05/2017
	India	201847045275	05/05/2017
	Israel	262698	05/05/2017
	Japan	2018-557821	05/05/2017
	Korea	10-2018-7035087	05/05/2017
	Mexico	MX/a/2018/013529	05/05/2017
	New Zealand	747811	05/05/2017
	Russia	2018142052	05/05/2017
	Singapore	11201809693S	05/05/2017
LTI-011	US	62/332,160	05/05/2016
	PCT	PCT/US17/031190	05/05/2017
	US	16/097,907	10/31/2018
	Europe	17793403.1	05/05/2017
LTI-013	US	62/318,929	04/06/2016
	PCT	PCT/US17/026280	04/06/2017
	US	15/678,474 (9,840,510)	08/16/2017 (12/12/2017)

LTI Docket No.	Jurisdiction	Serial No./ (Patent No.)	Filing Date / (Issue Date)
	US	16/091,311	10/04/2018
	US	16/356,564	03/18/2019
	Australia	2017246455	04/06/2017
	Brazil	BR112018070586-1	04/06/2017
	Canada	3,020,287	04/06/2017
	China	201780034861.3	04/06/2017
	Europe	17779797.4	04/06/2017
	Hong Kong	19127905.8	04/06/2017
	India	201847040749	04/06/2017
	Israel	262177	04/06/2017
	Japan	2018-552683	04/06/2017
	Korea	10-2018-7032153	04/06/2017
	Mexico	MX/a/2018/012211	04/06/2017
	New Zealand	747019	04/06/2017
	Russia	2018138688	04/06/2017
	Singapore	11201808830Y	04/06/2017
LTI-014	US	62/318,936	04/06/2016
	PCT	PCT/US17/026282	04/06/2017
	US	15/678,476 (9,920,061)	08/16/2017 (03/20/2018)
	US	16/091,316	10/04/2018
	Canada	3,020,305	04/06/2017
	Europe	17779798.2	04/06/2017
	Japan	2018-552716	04/06/2017
	Mexico	MX/a/2018/012208	04/06/2017
LTI-015	US	62/318,937	04/06/2016
	PCT	PCT/US17/026284	04/06/2017
	US	16/091,337	10/04/2018
	Canada	3,020,310	04/06/2017
	Europe	17779799.0	04/06/2017
	Japan	2018-552786	04/06/2017
	Mexico	MX/a/2018/012207	04/06/2017
LTI-018	US	62/309,231	03/16/2016
	PCT	PCT/US17/022744	03/16/2017

LTI Docket No.	Jurisdiction	Serial No./ (Patent No.)	Filing Date / (Issue Date)
	US	16/085,107	09/14/2018
	Europe	17767536.0	03/16/2017
LTI-019	US	62/331,539	05/04/2016
	PCT	PCT/US17/031044	05/04/2017
	US	16/097,908	10/31/2018
	Europe	17793335.5	05/04/2017
LTI-020	US	62/608,652	12/21/2017
	PCT	PCT/US2018/067330	12/21/2018
	US	16/955,589	06/18/2020
	Europe	18837065.4	12/21/2018
	Japan	2020-534456	12/21/2018
LTI-021	US	62/901,375	09/17/2019
LTI-022	US	62/901,382	09/17/2019
LTI-023	US	62/901,384	09/17/2019
LTI-024	US	62/901,386	09/17/2019