

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7080600

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BIAL - BIOTECH INVESTMENTS, INC.	12/30/2020
RECEIVING PARTY DATA	
Name:	BIAL - R&D INVESTMENTS, S.A.
Street Address:	À AV. DA SIDERURGIA NACIONAL,
Internal Address:	4745-457
City:	CORONADO (S.ROMÃO 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: 10	
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and delivered as of December 30, 2020 by and between BIAL – R&D Investments, S.A., a limited company organized under the laws of Portugal ("Parent") and its wholly owned subsidiary, BIAL – BioTech Investments, Inc., a Delaware corporation ("BioTech").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of July 17, 2020, by and among BioTech, Lysosomal Therapeutics, Inc., a Delaware corporation ("LTI") and Shareholder Representative Services LLC, a Colorado limited liability company (the "Asset Purchase Agreement"), Biotech agreed to purchase from LTI, and LTI agreed to sell, transfer, assign, convey and deliver to BioTech, all of LTI's right, title and interest in and to all of the Purchased Assets (as defined in the Asset Purchase Agreement), all upon the terms and conditions set forth in the Asset Purchase Agreement; and

WHEREAS, Parent and BioTech have determined it is in their best interests to transfer, assign, convey and deliver to Parent all of BioTech'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 premises set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Parent and BioTech hereby agree as follows:

1. Capitalized terms used but not defined herein shall have those meanings assigned to them in the Asset Purchase Agreement.

2. In accordance with and subject to all of the terms and conditions of this Assignment, BioTech hereby conveys, assigns, transfers and delivers to, and vests in Parent, to have and to hold forever unto Parent, its successors and assigns forever, effective as of the date hereof, all of BioTech's right, title and interest, legal and equitable, in and to the Patent Rights 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. BioTech hereby authorizes Parent to take any appropriate action to protect the right, title and interest hereby conveyed in connection with the aforesaid property hereby sold, conveyed, assigned, transferred and delivered to Parent against each and every person or persons whomsoever claiming or asserting any claim against any or all of the same.

2. BioTech 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 Parent as the assignee and owner of any and all of the BioTech's Patent Rights.

3. This Assignment will be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to or will be construed to or will confer upon any other Person any

right, claim, cause of action, benefit or remedy of any nature whatsoever under or by reason of this Assignment, including, without limitation, by way of subrogation.

3. BioTech agrees from time to time, subsequent to the date hereof, to execute and deliver or cause to be executed and delivered such instruments (such as third-party consents or notice to third parties of this Assignment) or further assurances as may, in the reasonable opinion of Parent, be necessary, proper or desirable to give effect to the provisions of this Assignment.

4. Neither this Assignment nor any term hereof may be amended, changed, waived, discharged or terminated other than by an instrument in writing, signed by the party against which enforcement of such amendment, change, waiver, discharge or termination is sought.

5. The headings of the sections contained in this Assignment are solely for convenience of reference and shall not affect the meaning or interpretation of this Assignment.

6. This Assignment may be executed in any number of counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall together constitute but one document.


7. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

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

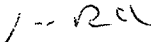
PARENT:

BIAL – R&D INVESTMENTS, S.A.

By:  Electronically signed by: Isabel Morgado
Date: Dec 30, 2020 15:57 GMT

Name: Isabel Morgado

Title: Board Member

By:  Electronically signed by: José Redondo
Date: Dec 30, 2020 14:43 GMT

Name: José Redondo

Title: Board Member

[Signature page to Patent Assignment Agreement]

BIOTECH:

BIAL – BIOTECH INVESTMENTS, INC.

By: Cornelis Been Electronically signed by:
Cornelis Been
Date: Dec 30, 2020 11:59 EST

Name: Cornelis Been

Title: CEO

By: P. Soares da Silva Electronically signed by:
Patricio Soares Silva
Date: Dec 30, 2020 16:14 GMT

Name: Patrício Soares da Silva

Title: Board Member

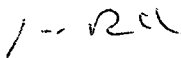
[Signature page to Patent Assignment Agreement]

SCHEDULE A**Patent Rights**

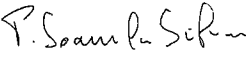
Jurisdiction	Serial No./ (Patent No.)
US	62/076,062
PCT	PCT/US15/059541
US	15/440,107/ (9,732,089)
US	15/523,769/ (10,570,135)
US	16/733,598
Australia	2015342887
Brazil	BR112017009276-0
Canada	2,966,583
China	201580068129.9
Eurasia	201790995
Europe	15857508.4
Hong Kong	18102382.2
Israel	252053
India	201747019085
Japan	2017-544549 (6734860)
Japan	2020-119444
Korea	10-2017-7015300
Mexico	MX/a/2017/005940
New Zealand	731897
New Zealand	769707
Saudi Arabia	517381467
US	62/076,070
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US	15/523,774
US	16/131,287 (10,786,508)
US	16/934,819
Europe	15856978.0
US	62/076,076
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US	15/523,775
US	16/453,109 (10,751,341)
US	16/929,779
Australia	2015342883
Australia	2020244605
Canada	2,966,581

Europe	15856385.8 (3215509)
US	62/332,144
PCT	PCT/US17/031187
US	16/097,902
Europe	17793401.5
US	62/332,151
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US	15/678,468 (9,868,742)
US	16/097,905
Australia	2017261291
Brazil	BR112018072552-8
Canada	3,022,670
China	201780037953.7
Europe	17793402.3
Hong Kong	19129554.2
India	201847045275
Israel	262698
Japan	2018-557821
Korea	10-2018-7035087
Mexico	MX/a/2018/013529
New Zealand	747811
Russia	2018142052
Singapore	11201809693S
US	62/332,160
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PCT	PCT/US17/026280
US	15/678,474 (9,840,510)
US	16/091,311
US	16/356,564
Australia	2017246455
Brazil	BR112018070586-1
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China	201780034861.3
Europe	17779797.4
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US	62/318,936
PCT	PCT/US17/026282
US	15/678,476 (9,920,061)
US	16/091,316 (10,787,454)
US	16/989,254
Canada	3,020,305
Europe	17779798.2
Japan	2018-552716
Mexico	MX/a/2018/012208
US	62/318,937
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US	16/091,337
Canada	3,020,310
Europe	17779799.0
Japan	2018-552786
Mexico	MX/a/2018/012207
US	62/309,231
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US	16/085,107
Europe	17767536.0
US	62/331,539
PCT	PCT/US17/031044
US	16/097,908
Europe	17793335.5
US	62/608,652
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US	16/955,589
Europe	18837065.4
Japan	2020-534456
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US	62/901,382
PCT	PCT/US2020/051282
US	62/901,384
PCT	PCT/US2020/051303
US	62/901,386
PCT	PCT/US2020/051308

Signature:  Electronically signed by: José Redondo
Date: Dec 30, 2020 14:43 GMT
Email: jose.redondo@bial.com
Title: Board Member

Signature:  Electronically signed by: Isabel Morgado
Date: Dec 30, 2020 15:57 GMT
Email: isabel.morgado@bial.com
Title: Board Member

Signature:  Electronically signed by: Patício Soares Silva
Date: Dec 30, 2020 16:14 GMT
Email: psoares.silva@bial.com
Title: Board member

Signature: *Cornelis Been* Electronically signed by: Cornelis Been
Date: Dec 30, 2020 11:59 EST
Email: kees.been@bial.com
Title: CEO

5. Patent Assignment Agreement (BioTech to R&D) (Execution Version).DOCX

Final Audit Report

2020-12-30

Created:	2020-12-30
By:	Patricia Costa (Patricia.Costa@bial.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAkdO2kuF4wvlq5M-QboVapUNaBQ10p27K

"5. Patent Assignment Agreement (BioTech to R&D) (Execution Version).DOCX" History

-  Document created by Patricia Costa (Patricia.Costa@bial.com)
2020-12-30 - 2:37:43 PM GMT- IP address: 77.54.58.14
-  Document emailed to José Redondo (jose.redondo@bial.com) for signature
2020-12-30 - 2:38:56 PM GMT
-  Email viewed by José Redondo (jose.redondo@bial.com)
2020-12-30 - 2:39:56 PM GMT- IP address: 37.189.36.239
-  Document e-signed by José Redondo (jose.redondo@bial.com)
Signature Date: 2020-12-30 - 2:43:49 PM GMT - Time Source: server- IP address: 188.250.162.2
-  Document emailed to Isabel Morgado (isabel.morgado@bial.com) for signature
2020-12-30 - 2:43:51 PM GMT
-  Email viewed by Isabel Morgado (isabel.morgado@bial.com)
2020-12-30 - 3:24:36 PM GMT- IP address: 185.17.230.166
-  Document e-signed by Isabel Morgado (isabel.morgado@bial.com)
Signature Date: 2020-12-30 - 3:57:56 PM GMT - Time Source: server- IP address: 87.103.60.187
-  Document emailed to Patício Soares Silva (psoares.silva@bial.com) for signature
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-  Document e-signed by Patício Soares Silva (psoares.silva@bial.com)
Signature Date: 2020-12-30 - 4:14:41 PM GMT - Time Source: server- IP address: 149.90.217.90

Bial

POWERED BY
Adobe Sign

 Document emailed to Cornelis Been (kees.been@bial.com) for signature

2020-12-30 - 4:14:42 PM GMT

 Email viewed by Cornelis Been (kees.been@bial.com)

2020-12-30 - 4:58:25 PM GMT- IP address: 96.92.139.229

 Document e-signed by Cornelis Been (kees.been@bial.com)

Signature Date: 2020-12-30 - 4:59:05 PM GMT - Time Source: server- IP address: 96.92.139.229

 Agreement completed.

2020-12-30 - 4:59:05 PM GMT



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