

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7109184

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>SEQUENCE:</b>	2
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ENTERPRISE THERAPEUTICS HOLDINGS LIMITED	10/05/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TMEM16A LIMITED
<b>Street Address:</b>	SUSSEX INNOVATION CENTRE SCIENCE PARK SQUARE
<b>City:</b>	FALMER, BRIGHTON
<b>State/Country:</b>	ENGLAND
<b>Postal Code:</b>	BN1 9SB
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16501493
<b>PCT Number:</b>	WO2019145726
<b>CORRESPONDENCE DATA</b>	
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<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>	
<b>Phone:</b>	8583141493
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<b>ATTORNEY DOCKET NUMBER:</b>	048893-543C01US
<b>NAME OF SUBMITTER:</b>	CAROLINE D. BELT
<b>SIGNATURE:</b>	/cdb/
<b>DATE SIGNED:</b>	01/07/2022
<b>Total Attachments: 6</b>	
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**PATENT**

**REEL: 058578 FRAME: 0771**

## PATENT ASSIGNMENT

**THIS PATENT ASSIGNMENT** is made on the 5th day of October 2020 ("**Effective Date**")

### BETWEEN:

- (1) **ENTERPRISE THERAPEUTICS HOLDINGS LIMITED** registered in England and Wales with company number 12868901 and having its registered office at Sussex Innovation Centre Science Park Square, Falmer, Brighton, England, BN1 9SB ("**Assignor**"); and
- (2) **TMEM16A LIMITED**, registered in England and Wales with company number 12868907 and having its registered office at Sussex Innovation Centre Science Park Square, Falmer, Brighton, England, BN1 9SB ("**Assignee**").

### BACKGROUND:

- (A) The Assignor is the owner of the Patents.
- (B) Pursuant to the Demerger Agreement between the parties dated 5 October 2020 (the "**Demerger Agreement**"), the Assignor wishes to assign and the Assignee wishes to take assignment of the Patents.

### OPERATIVE PROVISIONS

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Assignment, the "**Patents**" shall mean the patents and patent applications short particulars of which are set out in the Schedule.
- 1.2 References to clauses and Schedules are to the clauses of, and Schedules to, this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to writing or written includes fax but not email (unless otherwise expressly provided in this Agreement).
- 1.7 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.8 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force as at the date of this Agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.9 Save where expressly stated otherwise in this Agreement, all warranties, representations, indemnities, covenants, agreements and obligations given or entered into by more than one person in this Agreement (if any) are given or entered into severally.

#### 2. ASSIGNMENT

2.1 Pursuant to and for the consideration stated in the Demerger Agreement, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all right, title and interest in and to the Patents, and in and to all inventions disclosed in the Patents, including:

- (a) in respect of any and each application in the Patents:
  - (i) the right to claim priority from and to prosecute and obtain grant of patent; and
  - (ii) the right to file divisional, continuation, renewal, or substitute applications based thereon and to prosecute and obtain grant of patent on each and any such divisional, continuation, renewal, or substitute application;
- (b) in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- (c) the right to extend to or register in, or in respect of, any country or territory in the world each and any of the Patents, and each and any of the applications 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;
- (d) the absolute entitlement to any patents granted pursuant to any of the applications filed as aforesaid; and
- (e) the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents or any patents granted on any of the applications filed as aforesaid, whether occurring before, on or after the date of this Assignment.

3. **FURTHER ASSURANCE**

Each of the parties agree that it shall, and shall use its reasonable endeavours to ensure that any necessary third party shall, execute and deliver all such documents and do all such acts and things as any other party may reasonable require for the purpose of giving to that other party the full benefit of all the provisions of this Assignment and the implementation of the transactions and other matters contemplated by this Assignment; provided that the registration of the assignment with any relevant national patent office shall be the responsibility of the Assignee and shall be at Assignee's cost.

4. **NO WARRANTIES OR REPRESENTATIONS**

Except as expressly stated in this Assignment, no representations or warranties whatsoever, whether express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose, validity of the Patents, non- infringement, or non-misappropriation of third party intellectual property rights is made or given by or on behalf of a party. All implied representations and warranties whether arising by operation of law or otherwise are expressly excluded.

5. **ENTIRE AGREEMENT**

This Assignment (together with the documents referred to in it) constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6. **VARIATION AND WAIVER**

- 6.1 No variation of this Assignment shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 6.2 No failure or delay by a party to exercise any right or remedy provided under this Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this Assignment or by law is only effective if it is in writing.
- 6.3 Except as expressly provided in this Assignment, the rights and remedies provided under this Assignment are in addition to, and not exclusive of, any rights or remedies provided by law.

7. **SEVERANCE**

If any provision or part-provision of this Assignment is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Assignment.

8. **THIRD PARTY RIGHTS**

No one other than a party to this Assignment shall have any right to enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

9. **GOVERNING LAW AND JURISDICTION**

- 9.1 This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 9.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Assignment or its subject matter or formation (including non-contractual disputes or claims).

## SCHEDULE

### PATENTS AND PATENT APPLICATIONS

**Enterprise Therapeutics Ltd ETD002 NME case**  
**Enterprise case designation ENT07 (ENT-P2376)**  
**International Patent Application No. PCT/GB2019/050209 published as WO2019/145726 on 01**  
**August 2019 claiming UK priority date of 26 January 2018 and corresponding Taiwan**  
**application**

The effective filing date for all applications is 25 January 2019

Country	Application No.
Taiwan, Province of China*	108102837
United States	16/501,493
United States**	16/944,031
European Patent Convention (all designated states, extension states and validation states)	19702958.0
United Kingdom	2013290.8
United Arab Emirates	P6001078/20
Australia	2019213211
Bahrain	20200135
Brazil	BR112020015169-6
Canada	3,086,747
Chile	2020-1945
China	201980010318.9
Colombia	NC2020/0010552.
Costa Rica	2020-000373
Eurasian Patent Convention (all designated states)	202091576
Egypt	1048/2020
Indonesia	P00202006210
Israel	276034
India	202027036537
Iran, Islamic Republic of	139950140003003872
Japan	TBA
Korea, Republic of	10-2020-7020956
Kuwait	KW/P/2020/000095
Mexico	MX/A/2020/007899
Malaysia	PI 2020003779
New Zealand	765748
Oman	OM/P/2020/00290
Peru	1115-2020
Philippines	12020551327
Qatar	QA/202007/00398
Saudi Arabia	520412509
Singapore	11202006067X

Thailand	2001004182
Ukraine	a 2020 05548
Vietnam	1-2020-04883
South Africa	2020/03856

\*not based on PCT application

\*\* CIP of PCT application

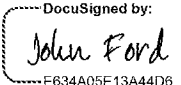
**Other Enterprise Therapeutics Ltd cases in TMEM16A patent portfolio**

<b>Enterprise case designation</b>	<b>Country</b>	<b>Application No.</b>	<b>Filing date</b>
ENT09/ENT-P2579PCT	PCT	PCT/GB2020/051415	12 June 2020
ENT09/ENT-P2579GBp2	United Kingdom*	1917691.6	04 December 2019
ENT10/ENT-P2580PCT	PCT	PCT/GB2020/051414	12 June 2020
ENT11/ENT-P2587PCT	PCT	PCT/GB2020/051778	24 July 2020
ENT11/ENT-P2587GBp2	United Kingdom*	2005739.4	20 April 2020
ENT12/ENT-P2588	PCT	PCT/GB2020/051785	24 July 2020
ENT13/ENT-P2602	PCT	PCT/GB2020/051779	24 July 2020
ENT14/ENT-P2603	PCT	PCT/GB2020/051780	24 July 2020
ENT15/ENT-P2608	PCT	PCT/GB2020/051781	24 July 2020

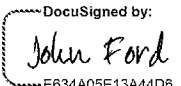
\*priority claim made in the corresponding PCT application

**AGREED** by the parties to this Assignment through their authorised signatories:

**Executed by** )  
**ENTERPRISE THERAPEUTICS** )  
**HOLDINGS LIMITED,** )  
acting by a director:

sign here:   
print name: John Ford

**Executed as by** )  
**TMEM16A LIMITED** acting by a director: )

sign here:   
print name: John Ford