

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7167241

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/01/2020
CONVEYING PARTY DATA	
Name	Execution Date
THE NOVARTIS INSTITUTE FOR FUNCTIONAL GENOMICS, INC.	07/01/2020
RECEIVING PARTY DATA	
Name:	NOVARTIS INSTITUTES FOR BIOMEDICAL RESEARCH, INC.
Street Address:	250 MASSACHUSETTS AVENUE
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02139
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17539335
CORRESPONDENCE DATA	
Fax Number:	(617)428-7045
<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:	6174280200
Email:	patentadministrator@clarkelbing.com
Correspondent Name:	JAMES DECAMP
Address Line 1:	CLARK+ELBING LLP
Address Line 2:	101 FEDERAL STREET, 15TH FLOOR
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	51571-002002
NAME OF SUBMITTER:	JAN N. TITTEL
SIGNATURE:	/Jan N. Tittel/
DATE SIGNED:	02/08/2022
Total Attachments: 6	
source=51571-002001 Merger#page1.tif	
source=51571-002001 Merger#page2.tif	
source=51571-002001 Merger#page3.tif	
source=51571-002001 Merger#page4.tif	

source=51571-002001 Merger#page5.tif

source=51571-002001 Merger#page6.tif

AGREEMENT AND PLAN OF MERGER

BETWEEN

NOVARTIS INSTITUTES FOR BIOMEDICAL RESEARCH, INC.
(a Delaware Corporation)

AND

THE NOVARTIS INSTITUTE FOR FUNCTIONAL GENOMICS, INC.
(a Delaware Corporation)

This **AGREEMENT AND PLAN OF MERGER** (this “**Agreement**”) is made, entered into and effective as of July 1, 2020, between Novartis Institutes for BioMedical Research, Inc., a Delaware corporation (“**NIBRI**”), and The Novartis Institute for Functional Genomics, Inc., a Delaware corporation (“**GNF**”).

RECITALS

WHEREAS, NIBRI is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, GNF is a corporation duly organized and existing under the laws of the State of Delaware; and

WHEREAS, the Board of Directors of NIBRI and the Board of Directors of GNF deem it advisable to merge GNF with and into NIBRI so that NIBRI is the surviving corporation on the terms provided herein (the “**Merger**”);

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

MERGER

1.1 The Merger. After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, and subject to the applicable provisions of the General Corporation Law of the State of Delaware (the “**DGCL**”), GNF will merge with and into NIBRI and NIBRI shall file a Certificate of Merger with the Secretary of State of the State of Delaware (the “**Secretary of State**”) in accordance with the provisions of the DGCL and shall make all other filings or recordings required by Delaware law in connection with the Merger. The Merger shall become effective on July 1, 2020 (the “**Effective Time**”). Upon the Effective Time, the separate corporate existence of GNF shall cease and NIBRI shall be the surviving corporation (the “**Surviving Corporation**”).

1.2 Conditions to the Merger. The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver (except as provided in this Agreement) of the following conditions:

(a) This Agreement shall have been adopted by the sole shareholder of NIBRI, in accordance with the requirements of the DGCL and the Certificate of Incorporation and Bylaws of NIBRI; and

(b) This Agreement shall have been adopted by the sole shareholder of GNF, in accordance with the requirements of the DGCL and the Certificate of Incorporation and Bylaws of GNF.

1.3 Transfer, Conveyance and Assumption. At the Effective Time, NIBRI shall continue in existence as the Surviving Corporation and, without further transfer, succeed to and possess all rights, privileges, powers and franchises of GNF, and all of the assets and property of whatever kind and character of GNF shall vest in NIBRI, as the Surviving Corporation, without further deed; thereafter, NIBRI, as the Surviving Corporation, shall be liable for all of the liabilities and obligations of GNF, and any claim or judgment against GNF may be enforced against NIBRI, as the Surviving Corporation, in accordance with Section 259 of the DGCL.

1.4 Certificate of Incorporation; Bylaws.

(a) From and after the Effective Time, the Certificate of Incorporation of NIBRI shall be the Certificate of Incorporation of the Surviving Corporation; and

(b) From and after the Effective Time, the Bylaws of NIBRI shall be the Bylaws of the Surviving Corporation.

1.5 Directors and Officers of the Surviving Corporation. From and after the Effective Time, the directors and officers of NIBRI serving immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation.

ARTICLE II

CONVERSION OF SHARES

2.1 Conversion of Stock.

(a) Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder of any outstanding shares of common stock, par value \$0.01 per share, of NIBRI (the “**Survivor Stock**”), each share of Survivor Stock issued and outstanding immediately prior to the Effective Time shall remain outstanding as of the Effective Time; and

(b) Upon the Effective Time, by virtue of the Merger and without any action on the part of (i) the holder of any outstanding shares of common stock, without par value per share; and (ii) the holder of any outstanding shares of preferred stock, 0.0100 par value per share of GNF, (the “**Constituent Stock**”), all shares of Constituent Stock issued and outstanding immediately prior to the Effective Time shall be cancelled and no consideration shall be issued in respect thereof.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of NIBRI. NIBRI hereby represents and warrants that it:

(a) is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted; and

(b) has full corporate power and authority to execute and deliver this Agreement and, assuming the adoption of this Agreement by the stockholders of NIBRI in accordance with the DGCL and the Certificate of Incorporation and Bylaws of NIBRI, consummate the Merger and the other transactions contemplated by this Agreement.

3.2 Representations and Warranties of GNF. GNF hereby represents and warrants that it:

(a) is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted; and

(b) has full corporate power and authority to execute and deliver this Agreement and, assuming the adoption of this Agreement by the sole shareholder of GNF in accordance with the DGCL and the Certificate of Incorporation and Bylaws of GNF, consummate the Merger and the other transactions contemplated by this Agreement.

ARTICLE IV

TERMINATION

4.1 Termination. At any time prior to the Effective Time, this Agreement may be terminated and the Merger abandoned for any reason whatsoever by the Board of Directors of NIBRI or the Board of Directors of GNF, notwithstanding the adoption of this Agreement by the stockholders of NIBRI or sole shareholder of GNF.

ARTICLE V

FURTHER ASSURANCES

5.1 Further Assurances. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignment, conveyance or assurance in law or any other acts are necessary or desirable to (i) vest, perfect or confirm in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of GNF acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, GNF and its officers shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation and otherwise carry out the purposes of this Agreement; and the officers and directors of the Surviving Corporation are fully authorized in the name of GNF or otherwise to take any and all such action.

ARTICLE VI

MISCELLANEOUS

6.1 Amendment. At any time prior to the Effective Time, this Agreement may be amended, modified or supplemented by the Board of Directors of NIBRI and the Board of Directors of GNF, whether before or after the adoption of this Agreement by the sole shareholder of NIBRI and sole shareholder of GNF; provided, however, that after any such adoption, there shall not be made any amendment that by law requires the further approval by such sole shareholder of NIBRI or sole shareholder of GNF without such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of NIBRI and GNF.

6.2 No Waivers. No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.3 Assignment; Third Party Beneficiaries. Neither this Agreement, nor any right, interest or obligation hereunder shall be assigned by any of the parties hereto without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is not intended to confer any rights or benefits upon any person other than the parties hereto.

6.4 Governing Law. This Agreement shall in all respects be interpreted by, and governed, construed, and enforced in accordance with and pursuant to the laws of the State of Delaware.

6.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6.6 Entire Agreement. This Agreement and the documents referred to herein are intended by the parties as a final expression of their agreement with respect to the subject matter hereof, and are intended as a complete and exclusive statement of the terms and conditions of that agreement, and there are not other agreements or understandings, written or oral, among the parties, relating to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, written or oral, among the parties with respect to the subject matter hereof.

[Signature Page Follows]

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

**NOVARTIS INSTITUTES FOR BIOMEDICAL
RESEARCH, INC.**

By: Rammohan Revathi
Name: Revathi Rammohan
Title: CFO, NIBR

Digitally signed by Rammohan Revathi
DN: dc=com, dc=novartis, ou=people, ou=PH,
serialNumber=596585, cn=Rammohan Revathi
Date: 2020.04.07 21:39:02 -04'00'

**THE NOVARTIS INSTITUTE FOR
FUNCTIONAL GENOMICS, INC.**

By: Julie C. McCarthy
Name: Julie C. McCarthy
Title: General Counsel and Vice President of Legal

DocuSigned by:

CF8FB45D0CB34F3...

[Signature Page to Merger Agreement]