

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7169383

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAEL PREVITE	05/14/2021
MOLLY HE	05/21/2021
JUNHUA ZHAO	05/13/2021
SINAN ARSLAN	05/14/2021
MATTHEW KELLINGER	05/13/2021
LORENZO BERTI	05/14/2021
HUI ZHEN MAH	05/13/2021
STEVE XIANGLING CHEN	05/14/2021
CHUNHONG ZHOU	05/18/2021
RECEIVING PARTY DATA	
Name:	ELEMENT BIOSCIENCES, INC.
Street Address:	9880 CAMPUS POINT DRIVE, SUITE 210
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17356929
CORRESPONDENCE DATA	
Fax Number:	(858)350-2399
<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:	8583502300
Email:	patentdocket@wsgr.com, susan.jeong@wsgr.com
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI
Address Line 1:	650 PAGE MILL ROAD
Address Line 4:	PALO ALTO, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	52933-723.304
NAME OF SUBMITTER:	SUSAN JEONG

SIGNATURE:	/Susan Jeong/
DATE SIGNED:	02/10/2022
Total Attachments: 11 source=52933-723.304 assignment as filed#page1.tif source=52933-723.304 assignment as filed#page2.tif source=52933-723.304 assignment as filed#page3.tif source=52933-723.304 assignment as filed#page4.tif source=52933-723.304 assignment as filed#page5.tif source=52933-723.304 assignment as filed#page6.tif source=52933-723.304 assignment as filed#page7.tif source=52933-723.304 assignment as filed#page8.tif source=52933-723.304 assignment as filed#page9.tif source=52933-723.304 assignment as filed#page10.tif source=52933-723.304 assignment as filed#page11.tif	

PATENT ASSIGNMENT

Docket Number 52933-724.601

The undersigned:

- | | | |
|---|--|---|
| 1. Michael PREVITE
9880 Campus Point Drive, Suite 210
San Diego, California 92121, US | 2. Molly HE
9880 Campus Point Drive, Suite 210
San Diego, California 92121, US | 3. Junhua ZHAO
9880 Campus Point Drive, Suite 210
San Diego, California 92121, US |
| 4. Sinan ARSLAN
9880 Campus Point Drive, Suite 210
San Diego, California 92121, US | 5. Matthew KELLINGER
9880 Campus Point Drive, Suite 210
San Diego, California 92121, US | 6. Lorenzo BERTI
9880 Campus Point Drive, Suite 210
San Diego, California 92121, US |
| 7. Hui Zhen MAH
9880 Campus Point Drive, Suite 210
San Diego, California 92121, US | 8. Steve Xiangling CHEN
9880 Campus Point Drive, Suite 210
San Diego, California 92121, US | 9. Chunhong ZHOU
9880 Campus Point Drive, Suite 210
San Diego, California 92121, US |

(the "Inventor(s)"), desire to assign the entire right, title and interest in and to the Inventions and Assigned Patents (each, as defined below) to ELEMENT BIOSCIENCES, INC., a corporation incorporated under the laws of the State of Delaware, having a place of business at 9880 Campus Point Drive, Suite 210, San Diego, California 92121, US (the "Assignee"), and Assignee desires to acquire such right, title and interest, all on the terms and conditions set forth in this Patent Assignment.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- Said Inventor(s) have invented certain new and useful inventions and improvements disclosed in the following patent(s) and patent application(s):

METHODS FOR CELLULARLY ADDRESSABLE NUCLEIC ACID SEQUENCING

- for which a PCT application serial number PCT/US2020/052305 was filed on September 23, 2020 in the United States Receiving Office of the Patent Cooperation Treaty

(the "Listed Patent(s)"). As used herein: "Assigned Patents" means (a) the Listed Patent(s), (b) all Patents that share priority with or claim priority to or from the Listed Patent(s), including each and every Patent that is a divisional, substitution, continuation, continuation-in-part, non-provisional, or national phase application of any of the Listed Patent(s), (c) all Patents applied for on an invention disclosed within the Patents included in foregoing subclauses (a)-(b), (d) each and every Patent granting, issuing or reissuing from any of the foregoing under subclauses (a)-(c), (e) each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing under subclauses (a)-(d), and (f) each and every Patent filed outside the United States and corresponding to any of the foregoing under subclauses (a)-(e). "Patents" means (i) patents, certifications of inventions, inventor's certificates and other forms of protection granted on any invention in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise, and (ii) applications therefor (whether provisional, converted provisional, utility, design, plant, utility model, non-provisional or otherwise).

2. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to the Assigned Patents, including the right to claim priority to and from said Assigned Patents; (b) in and to the inventions disclosed in the Assigned Patents, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (the "Inventions") and (c) in and to all claims for past, present and future infringement of the Assigned Patents, including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Assigned Patents.

3. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for filing, prosecuting or maintaining any of the Assigned Patents; (c) for filing, prosecuting or maintaining applications for reissuance of any said Assigned Patents; (d) for interference or other priority proceedings involving said Assigned Patents or Inventions; and (e) for legal proceedings involving said Inventions or Assigned Patents, including without limitation reissues and reexaminations, IPRs, opposition and other post-grant proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

4. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

5. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

6. Said Inventor(s) hereby request that any Assigned Patents issuing or granting in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued or granted in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

7. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

PATENT ASSIGNMENT

Docket Number 52933-724.601

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 05/19/19  _____
Michael PREVITE's Signature

Date: _____
Molly HE's Signature

Date: _____
Junhua ZHAO's Signature

Date: _____
Sinan ARSLAN's Signature

Date: _____
Matthew KELLINGER's Signature

Date: _____
Lorenzo BERTI's Signature

Date: _____
Hui Zhen MAH's Signature

Date: _____
Steve Xiangling CHEN's Signature

Date: _____
Chunhong ZHOU's Signature

RECEIVED AND AGREED TO BY ASSIGNEE: ELEMENT BIOSCIENCES, INC.

Date: _____ Signature: _____
Name: Molly He
Title: Chief Executive Officer

PATENT ASSIGNMENT

Docket Number 52933-724.601

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: _____
Michael PREVITE's Signature

Date: 5/21/2021
Molly HE's Signature 

Date: _____
Junhua ZHAO's Signature

Date: _____
Sinan ARSLAN's Signature

Date: _____
Matthew KELLINGER's Signature


Date: _____
Lorenzo BERTI's Signature

Date: _____
Hui Zhen MAH's Signature

Date: _____
Steve Xiangling CHEN's Signature

Date: _____
Chunhong ZHOU's Signature

RECEIVED AND AGREED TO BY ASSIGNEE: ELEMENT BIOSCIENCES, INC.

Date: 5/21/2021 Signature: 
Name: Molly He
Title: Chief Executive Officer

PATENT ASSIGNMENT

Docket Number 52933-724.601

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Date: _____
Michael PREVITE's Signature

Date: _____
Molly HE's Signature

Date: 5/13/2021 
Junhua ZHAO's Signature

Date: _____
Sinan ARSLAN's Signature

Date: _____
Matthew KELLINGER's Signature

Date: _____
Lorenzo BERTI's Signature

Date: _____
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Date: _____
Chunhong ZHOU's Signature

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Date: _____ Signature: _____
Name: Molly He
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Date: _____
Michael PREVITE's Signature

Date: _____
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Date: _____
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Date: 5/14/21

Sinan ARSLAN's Signature

Date: _____
Matthew KELLINGER's Signature

Date: _____
Lorenzo BERTI's Signature

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Steve Xiangling CHEN's Signature

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Name: Molly He
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Date: _____
Michael PREVITE's Signature

Date: _____
Molly HE's Signature

Date: _____
Junhua ZHAO's Signature

Date: _____
Sinan ARSLAN's Signature

Date: 13 Aug 21

Matthew KELLINGER's Signature

Date: _____
Lorenzo BERTI's Signature

Date: _____
Hui Zhen MAH's Signature

Date: _____
Steve Xiangling CHEN's Signature

Date: _____
Chunhong ZHOU's Signature

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Jinhua ZHAO's Signature

Date: _____
Sinan ARSLAN's Signature

Date: _____
Matthew KELLINGER's Signature

Date: 5/14/21
Lorenzo BERTI's Signature

Date: _____
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Date: _____
Sinan ARSLAN's Signature

Date: _____
Matthew KELLINGER's Signature

Date: _____
Lorenzo BERTI's Signature

Date: 05/13/21

Hui Chen MAH's Signature

Date: _____
Steve Xiangling CHEN's Signature

Date: _____
Chunhong ZHOU's Signature

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Date: _____
Sinan ARSLAN's Signature

Date: _____
Matthew KELLINGER's Signature

Date: _____
Lorenzo BERTI's Signature

Date: _____
Hui Zhen MAH's Signature

Date: May 14, 2021 Steve Chen
Steve Xiangling CHEN's Signature

Date: _____
Chunhong ZHOU's Signature

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Date: _____ Signature: _____
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Date: _____
Matthew KELLINGER's Signature

Date: _____
Lorenzo BERTI's Signature

Date: _____
Hui Zhen MAH's Signature

Date: _____
Steve Xiangling CHEN's Signature

Date: 5/18/2021 
Chunhong ZHOU's Signature

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