

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7203609

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MCMaster UNIVERSITY	02/07/2022
RECEIVING PARTY DATA		
Name:	ESPERVITA THERAPEUTICS, INC.	
Street Address:	7939 SECRETARIAT DRIVE	
City:	SALINE	
State/Country:	MICHIGAN	
Postal Code:	48176	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	17582728
	PCT Number:	US2022013504
CORRESPONDENCE DATA		
Fax Number:	(202)842-7899	
<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>		
Email:	vjones@cooley.com	
Correspondent Name:	COOLEY LLP	
Address Line 1:	1299 PENNSYLVANIA AVE. NW	
Address Line 2:	SUITE 700	
Address Line 4:	WASHINGTON, D.C. 20004	
ATTORNEY DOCKET NUMBER:	ESTH-002/02US	
NAME OF SUBMITTER:	ASAKO KUBOTA	
SIGNATURE:	/Asako Kubota/	
DATE SIGNED:	03/02/2022	
Total Attachments: 5		
source=ESTH-002_02US McMaster to Espervita Assignment - SIGNED#page1.tif		
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**ASSIGNMENT OF PATENT RIGHTS
(Company to Company)**

McMaster University, a university having its principal place of business at 1280 Main Street West, Hamilton Canada L8S 4L8 (herein referred to as “Assignor”) owns an undivided right, title and interest in any Letters Patent(s) (“said patent(s)”) and any Patent application(s) (“said application(s)”) set forth below, as well as any invention(s) (“said invention(s)”) disclosed in said application(s) and said patent(s).

- 1) ☒ U.S. non-provisional application
a) ☐ to be filed herewith; or
b) ☒ bearing Application No. 17/582,728, and filed on January 24, 2022;
and
- 2) ☒ International application
a) ☒ bearing Application No. PCT/US2022/013504, and filed on January 24, 2022;

wherein the above application(s) claim(s) priority to:

Country	Application No.	Application filing date
U.S.	63/141,269	1/25/2021
U.S.	63/285,890	12/3/2021

WHEREAS, Espervita Therapeutics, Inc., a corporation having its principal place of business at 7939 Secretariat Drive, Saline, MI 48176 (the “Assignee”), its successors, legal representatives and assigns, is desirous of acquiring the Assignor’s entire right, title, and interest in and to said invention(s), said application(s), and said patent(s); the right to file applications for patent and/or registered design of the United States or other countries on said invention(s); the entire right, title and interest in and to any application(s) and patent(s); the right to recover any and all past, present, and future damages, including provisional or other royalties, for any and all past, present, and future infringements of said application(s) for patent and/or registered design and said patent(s); and the entire right, title, and interest in and to any and all Letters Patent or Patents and/or registered design(s), United States or foreign, to be obtained for said invention(s) and said application(s);

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns Assignor’s entire right, title, and interest in and to said invention(s), and application(s), and said patent(s), the right to file applications on said

invention(s), Assignor's entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), including divisions, continuations, and continuations-in-part of said application(s), Assignor's right to recover any and all past, present, and future damages, including provisional or other royalties, for any and all past, present, and future infringements of said application(s) and said patent(s), Assignor's entire right, title and interest in and to any and all Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s), Assignor's entire right, title and interest in and to any and all reissues and extensions of said patent(s), and all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of Assignor's entire right, title and interest in and to said invention(s), said application(s), and said patent(s), and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s), said application(s), said patent(s), any application claiming priority to said application(s), any reissue or extension of said patent(s), and any United States or foreign Letters Patent or Patents for said invention(s) or said application(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.), is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

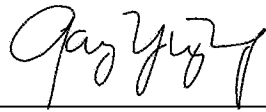
AND the Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided the application serial number, file date, attorney docket number, assignment recordation date, and Reel/Frame No(s). of the Patent Application(s) and/or Letters Patent(s) identified herein when known;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all aforementioned patent(s) of the United States to the Assignee, as the Assignee of said

invention(s) and the Letters Patent to be issued thereon for the use and behalf of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor and the Assignee understand that electronic signatures are acceptable and that, by signing electronically, signatories agree to the use of electronic signatures.

Date: Feb. 7, 2022

By: 

Name: Gay Yuyitung
Title: Executive Director, MILO
Company: McMaster University

WITNESS:

Signature: 

Date: Feb. 7, 2022

Printed Name: Bernie McKinnon

WITNESS:

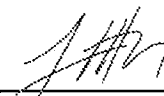
Signature: _____

Date: _____

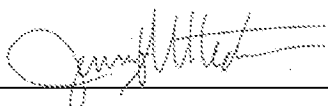
Printed Name: _____

For and on behalf of ASSIGNEE:

Date: February 11, 2022

By: 
Name: Spencer Heaton
Title: Chief Operating Officer
Company: **Espervita Therapeutics, Inc.**

WITNESS:

Signature: 

Date: February 11, 2022

Printed Name: Jennifer Heaton

WITNESS:

Signature: _____

Date: _____

Printed Name: _____