# 507181608 03/16/2022 PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT	
CONVEYING PARTY D	ΑΤΑ		
		Name	Execution Date
TYLER LAHUSEN			01/27/2022
LINGZHI XIAO			01/27/2022
CHARLES DAVID PAUZ	ΖA		01/27/2022
RECEIVING PARTY DA	TA		
Name:	AMERICA	N GENE TECHNOLOGIES INTERNATIONA	L INC.
Street Address:	9713 KEY	WEST AVE.	
Internal Address:	FIFTH FLO	DOR	
City:	ROCKVIL	Ē	
State/Country:	MARYLAN	ID	
Postal Code:	20850		
PROPERTY NUMBERS	Total: 1		
Property Type		Number	
Application Number:	17	289653	
	ΑΤΑ		
CORRESPONDENCE D Fax Number:	(48	0)606-5101	
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# ASSIGNMENT

UTILITY PATENT

WHEREAS, the undersigned inventor(s) (singularly and collectively, the "<u>ASSIGNOR</u>") of the addresses indicated below, have invented subject matter disclosed and/or claimed (the "<u>Inventions</u>") in the following papers:

- United States Patent Application No. 17/289,653, filed on April 28, 2021, entitled VECTOR SYSTEM FOR EXPRESSING REGULATORY RNA;
- PCT Patent Application No. PCT/US2019/059828, filed on November 5, 2019, entitled VECTOR SYSTEM FOR EXPRESSING REGULATORY RNA; and
- United States Provisional Patent Application No. 62/755,985, filed on November 5, 2018, entitled VECTOR SYSTEM FOR EXPRESSING REGULATORY RNA;

(collectively, the "Subject Application(s)");

AND WHEREAS, American Gene Technologies International Inc., a Delaware corporation, having its principal place of business and mailing address at 9713 Key West Ave., Fifth Floor, Rockville, Maryland 20850 (the "<u>ASSIGNEE</u>"), is desirous of memorializing its interest therein, including its entire right, title, and interest in and to: the Inventions; the Subject Application(s), the right to file one or more additional applications for patent in the United States or other countries or jurisdictions claiming priority to these applications; any patent of the United States or other countries or jurisdictions that may be granted therefore or thereon; the right to commence administrative, judicial or other legal proceedings with respect to the same, and any provisional or other right to recover damages, including royalties, for any infringement of the same;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to the extent that ASSIGNOR has not done so already via a prior agreement with ASSIGNEE, or if ASSIGNOR has already done so via a prior agreement with ASSIGNEE then in confirmation of any obligation to do so in such prior agreement, ASSIGNEE has sold, assigned, and transferred, and by these presents does sell, assign, and transfer, unto ASSIGNEE, its successors, assigns and legal representatives, ASSIGNOR's entire right, title, and interest, in and to:

(a) the Inventions, including all patent, copyright and any other intellectual property rights as may be contained therein;

(b) the Subject Application(s);

(c) the right to file one or more additional applications for patent in the United States or other countries or jurisdictions on the Inventions, including such rights as provided under the Hague Convention, the Paris Convention for the Protection of Industrial Property, the Inter-American Convention Relating to Patents, Designs and Industrial Models, the Patent Cooperation Treaty; and any other like international agreements to which the United States adheres, including any provisional, non-provisional, continuation,

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continuation-in-part, divisional, reissue, reexamination, extension, foreign, PCT or other patent application or like document, or any other application which claims priority to said application or document, together with any rights of priority thereon or therefrom;

(d) any application(s) for patent of the United States or other countries or jurisdictions disclosing or claiming the Inventions;

(e) any application(s) for patent of the United States or other countries or jurisdictions claiming priority to the Subject Application(s);

(f) any patent(s) of the United States or other countries or jurisdictions that may be granted on or for any application for patent identified in paragraphs (b)-(e), including any reissue(s) and extension(s) thereof;

(g) the right to commence an administrative, judicial or other legal proceedings for all past, present, and future causes of action in the United States and all foreign countries and other jurisdictions, related to the Inventions and Subject Application(s), and any other applications, patents or like documents identified in paragraphs (b)-(f); and,

(h) any provisional or other right to recover damages, including royalties, relating to the Inventions and Subject Application(s), and any other applications, patents or like documents identified in paragraphs (b)-(f).

The above-enumerated rights, titles, and interests are held and enjoyed by ASSIGNEE, for its own use and behalf, and the use and behalf of its successors, assigns, and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had the sale, assignment, and transfer by ASSIGNEE, not been made.

ASSIGNOR hereby represents to ASSIGNEE, its successors, assigns and legal representatives, at the time of execution and delivery of this Assignment, or if applicable, at such time said prior agreement(s) was executed, (a) that ASSIGNOR is a lawful owner of an undivided interest in the entire right, title and interest in and to the Inventions, or, in the case of one or more co-inventors listed on the Subject Application(s), that ASSIGNOR is a lawful joint owner of an undivided interest in the entire right, title, and interest in and to the Inventions, (b) that the Inventions are otherwise unencumbered, except, if applicable, by an obligation to assign to ASSIGNEE, or in accordance with said prior agreement(s), and (c) that ASSIGNOR has good and full right and lawful authority to sell, assign, and transfer the same in the manner set forth herein.

ASSIGNOR hereby covenants and agrees to and with ASSIGNEE, its successors, assigns and legal representatives, that ASSIGNOR will execute and deliver all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Inventions, the Subject Applications, and any other applications or patents described in the aforementioned paragraphs, including any pre-grant or post-grant administrative proceedings, without any charge to ASSIGNOR, its successors, assigns and legal representatives.



ASSIGNOR hereby irrevocably designates and appoints ASSIGNEE, its successors, assigns and legal representatives, as ASSIGNEE's agent and attorney-in-fact, to act for and on ASSIGNEE's behalf to execute and file any papers and oaths and to do all other lawfully permitted acts with respect to such Inventions, Subject Applications, and other applications and patents, with the same legal force and effect as if executed by ASSIGNEE, which power of attorney may be exercised by ASSIGNEE if ASSIGNOR becomes unable, because of change of employment, relocation, mental or physical incapacity, or for any other reason, to assist ASSIGNEE with the covenants and agreements described immediately above, after reasonable attempts by ASSIGNEE to secure the same. This power of attorney will be deemed coupled with an interest, and will be irrevocable.

ASSIGNEE hereby authorizes and requests the Commissioner of Patents, or any like authority, to issue said Letters Patent, patent or like document to ASSIGNEE, for the sole use and benefit of ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNEE hereby authorizes and requests the attorneys of DLA Piper LLP (US) to insert on this document the application number, filing date, attorney docket number, and any further identification that may be necessary or desirable by the U.S. Patent and Trademark Office or foreign counterpart.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

**IN WITNESS WHEREOF,** Assignor has caused this Assignment to be executed as of the date written below:



#### **EXECUTED** as of the date(s) written below by ASSIGNOR:

INVENTOR'S NAME	ADDRESS	SIGNATURE	DATE
Tyler Lahusen	9713 Key West Ave, 5th Floor Rockville, MD 20850	9-yles John	275an22

STATE OF <u>Haryland</u> ) ss.

On this  $27^{H}$  day of <u>January</u>, 2021, before me, a notary public in and for said county, appeared Tyler Lahusen, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and she acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

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Notary Public My commission expires: \_\_\_\_\_\_.



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# EXECUTED as of the date(s) written below by ASSIGNOR:

INVENTOR'S NAME	ADDRESS	SIGNATURE	DATE
Lingzhi Xiao	9713 Key West Ave, 5th Floor Rockville, MD 20850	<u>270 200</u>	27 Jan 2 2

STATE OF <u>Hary land</u>) ss. COUNTY OF <u>Hart pomer p</u>) ss.

On this  $27^{\text{K}}$  day of  $\underline{\text{Junitary}}$ , 2021, before me, a notary public in and for said county, appeared Lingzhi Xiao, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and she acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

<u>Alexa</u> Notary Public My commission expires: <u>Oct. 06</u> 20



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## **EXECUTED** as of the date(s) written below by ASSIGNOR:

INVENTOR'S NAME	ADDRESS	SIGNATURE	DATE
Charles David Pauza	9713 Key West Ave, 5th Floor Rockville, MD 20850	Charlestewith -	27 Jan 22

STATE OF <u>Mary lead</u>) ss. COUNTY OF <u>Mantgomer</u>) ss.

On this  $\frac{27\%}{4}$  day of  $\frac{1}{2}$  day of \frac{1}{2} day of  $\frac{1}{2}$  day of \frac{1}{2} day of  $\frac{1}{2}$  day of  $\frac{1}{2}$  day of \frac{1}{2} day of  $\frac{1}{2}$  day of \frac{1}{2} day of  $\frac{1}{2}$  day of \frac{1}{2} day of \frac{1}{

Hardena

Notary Public My commission expires: Det. 06, 2023



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RECORDED: 03/16/2022