# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7415014

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
ANDREW EAST	05/20/2022
BURT RAYMOND	05/20/2022
CARALINE R. WOOD	05/25/2022
DEEP ARJUN SINGH	06/16/2022
JONATHAN FREUND	05/20/2022
JOHN L. MCGUIRE	05/27/2022
KRISHNA SUBRAMANIAN	07/11/2019
MATTHEW J. LAPINSKI	09/27/2019
MEGAN HOLMES	05/20/2022
THOMAS T. WASHBURN	05/25/2022

# **RECEIVING PARTY DATA**

Name:	ALCYONE THERAPEUTICS, INC.
Street Address:	116 JOHN STREET, SUITE 300
Internal Address:	BOOTT MILLS SOUTH
City:	LOWELL
State/Country:	MASSACHUSETTS
Postal Code:	01852

# **PROPERTY NUMBERS Total: 1**

Property Type	Number		
Application Number:	17588087		

# **CORRESPONDENCE DATA**

**Fax Number:** (312)474-0448

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.

**Phone:** 312-474-6300

Email: docket@marshallip.com

Correspondent Name: CONOR S. HUNT

Address Line 1: 233 SOUTH WACKER DRIVE

Address Line 2: SUITE 6300

Address Line 4: CHICAGO, ILLINOIS 60606

PATENT REEL: 060396 FRAME: 0024

507368091

ATTORNEY DOCKET NUMBER:	32987/55637
NAME OF SUBMITTER:	CONOR S. HUNT
SIGNATURE:	/Conor S. Hunt/
DATE SIGNED:	07/05/2022
Total Attachments, 17	•

# **Total Attachments: 17**

source=55637 Complete Signed Assignment#page1.tif source=55637 Complete Signed Assignment#page2.tif source=55637 Complete Signed Assignment#page3.tif source=55637 Complete Signed Assignment#page4.tif source=55637 Complete Signed Assignment#page5.tif source=55637 Complete Signed Assignment#page6.tif source=55637 Complete Signed Assignment#page7.tif source=55637 Complete Signed Assignment#page8.tif source=55637 Complete Signed Assignment#page9.tif source=55637 Complete Signed Assignment#page10.tif source=55637 Complete Signed Assignment#page11.tif source=55637 Complete Signed Assignment#page12.tif source=55637 Complete Signed Assignment#page13.tif source=55637 Complete Signed Assignment#page14.tif source=55637 Complete Signed Assignment#page15.tif source=55637 Complete Signed Assignment#page16.tif source=55637 Complete Signed Assignment#page17.tif

> PATENT REEL: 060396 FRAME: 0025

#### **ASSIGNMENT**

Appl. No.: 17/588,087

Filed: January 28, 2022

Title: Fixation Devices for Catheters

For good and valuable consideration, the receipt and sufficiency of which are hereby agreed, Andrew East, Burt Raymond, Andre Carline Wood, Deep Arjun Singh, Jonathan Freund, John L. McGuire, Krishna Subramanian, Matthew J. Lapinski, Megan Holmes, and Thomas T. Washburn ("Assignor") agrees to assign and hereby does assign to ALCYONE THERAPEUTICS, INC., 116 John Street, Suite 300, Boott Mills South, Lowell, Massachusetts 01852 ("Assignee") all rights, title, and interests in and to the inventions that are disclosed in the application listed above (the "Application") including, but without limitation, all rights:

- (i) in and to the Application and all other applications anywhere in the world that have been or may be filed on said inventions and/or naming Assignor as an inventor of said inventions,
- (ii) in and to any and all applications claiming priority benefit of the applications listed above, including all continuations, divisionals, and continuations-in-part,
  - (iii) in and to all patents issuing on any of the foregoing,
- (iv) in and to all reissues, reexaminations, supplemental examinations, inter partes reviews, oppositions, post-grant reviews, supplementary protection certificates, and/or extensions of any of the foregoing,
- (v) to bring suit, the right to claim and retain all damages and/or seek other remedies for the past, present, and future infringement and/or misappropriation of any of the foregoing, and
- (vi) of priority including, but without limitation, the right to claim priority benefit of or to the Application and all of the foregoing.

Assignor requests the Commissioner for Patents in the United States and similar authorities outside the United States to issue said patents to and in the name of Assignee or its designee. Assignor authorizes the attorneys of record in the application to insert in this assignment the filing date and application number of the Application when officially known. Assignor:

(a) declares: (1) The application was made or authorized to be made by me, (2) I believe myself, as a named inventor, to be the original inventor or an original joint inventor of a claimed invention

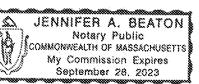
in the Application and I understand that any willful false statement made by me in this paragraph is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five years, or both;

- (b) warrants except in favor of Assignee: (1) Assignor is the owner of all its rights, title and interests herein assigned and has the right to make this unconditional and irrevocable assignment to Assignee without obtaining any approval or permission of a third party; and (2) there are no outstanding encumbrances, liens, prior assignments, licenses, or other obligations or restrictions on the rights, title and interests herein assigned; and
- (c) agrees to execute, upon the request of Assignee or its designee at no expense to Assignor, all applications or documents related to the inventions including, but without limitation, any oath, declaration, or affidavit relating thereto that Assignee may deem necessary or expedient, and to fully cooperate with Assignee and/or its designee to perform all affirmative acts requested to prepare, file, prosecute, maintain, defend, enforce, and vest in Assignee the rights, title, and interests assigned herein whereby said rights, title and interests will be held and enjoyed by Assignee or its designee to the full end of the term for which the intellectual property rights herein may be available as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

WITNESS our hands this 70 day of 7000, 7072.  State of 700000000000000000000000000000000000
On this day of MAA, TOTA, before me, a  Notary Public in and for the County and State aforesaid, appeared  known to me personally or proved to me on the basis of satisfactory evidence to be the same person/persons whose name is/are subscribed to the foregoing instrument and acknowledged that he/she executed said instrument as his/her free and voluntary act and for the uses and purposes therein expressed.
WITNESS my hand and seal the same day and year last above given.
My Commission Expires: 279.78 Notary Public Notary Public
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WITNESS our hands this
On this day of,
My Commission Expires: 177978 : Notary Public
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to me or subscrib	On this  Public in and for the C  You so be in the basis of satisface and to the foregoing in the and voluntary ac  WITNESS my hand	VOU story evidence to be enstrument and acknown t and for the uses a	the same pe owledged the nd purposes	, know erson/pers at he/she of therein ex	executed said inst pressed.	y or proved is/are
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	~	Deep Arjun	Şirigin	
On this day of	<u> </u>	2///		pefore me, a
Notary Public in and for the County and State	: aluresalu, a	, knov	wn to me perso	nally or proved
to me on the basis of satisfactory evidence to subscribed to the foregoing instrument and ar	cknowledged	I that he/she	executed said	instrument as
his/her free and voluntary act and for the use	s and purpos	ses therein e	expressed	
WITNESS my hand and seal the sa	me day and	year last abo	ove given.	
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WITNESS our hands this O day of May, 2027.  State of Middlesex Jonáthan Freund
On this day of Muu, , Lour, before me, a  Notary Public in and for the County and State aforesaid, appeared  to me on the basis of satisfactory evidence to be the same person/persons whose name is/are subscribed to the foregoing instrument and acknowledged that he/she executed said instrument as his/her free and voluntary act and for the uses and purposes therein expressed.
WITNESS my hand and seal the same day and year last above given.
My Commission Expires: TTUT 8 Notary Public Notary Public
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WITNESS our hands this	2711, dayof May, 200	<u> </u>
State of Mass County of Wavest		
MAY 2 7 2022	John L. McGuire	
to me on the basis of satisfactory e subscribed to the foregoing instrum	day of	<b>l</b>
WITNESS my hand and s	eal the same day and year last above given.	
My Commission Expires:	Notary Public	<u> </u>
	ANITA BASIL	

Notary Public, Commonwealth of Massachusetts
My Commission Expires - APRIL 7TH 2028

PATENT

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PJ. ANAND
PRESIDENT AND CEO
pjanand@alcyonels.com

### CONFIDENTIAL

July 11, 2019

Krishnamurthy Ganapathy Subramanian 8923 Ringview Drive Mechanicsville, VA 23116

## Dear Krishna:

Alcyone Lifesciences, Inc. (the "Company") is pleased to offer you the position of Senior Scientist, performing such duties as are normally associated with this position and such duties as are assigned to you from time to time reporting to the Vice President of R&D and Operations.

This is a full-time position and your initial full-time salary will be at the rate of \$\frac{\partial}{\text{and}}\text{on} on an annualized basis, payable in accordance with the company's standard payroll practices. In addition, you will have an opportunity to earn a one (1) milestone performance cash bonus of \$5000.00. The milestone performance cash bonus criteria will be successful completion of a study demonstrating the product performance in preclinical model including in studies conducted through strategic collaboration with biopharma. You must remain employed with Alcyone for a period of six months after the bonus is awarded, or it must be repaid on a prorated basis, depending on the number of months after award that are not completed. This bonus is subject to appropriate taxation.

Your employment is subject to the Company's personnel policies and procedures as they may be interpreted, adopted, revised or deleted from time to time in the Company's sole discretion. You will be eligible to participate on the same basis as similarly situated employees in our benefit plans in effect from time to time during your employment, including, our medical and dental insurance programs.

Alcyone Lifesciences provides each employee with 15 Paid Time Off (PTO) days, up to 3 Floating Holidays and up to 10 paid Company Holidays in accordance with the Company's policies and procedures. PTO days accrue at the rate of 10 hours per month up a maxium of 15 days per calendar year. You will begin accruing PTO time upon completion of your first fiscal month of employment. Our PTO year runs from January 1 through December 31 and allows for a carryover of 40 PTO hours to the following calendar year.

Subject to the approval of the Company's Board of Directors, you will be granted Incentive Stock Options under Alcyone Lifesciences's 2011 Equity Incentive Plan (the "Plan") for 25,000 shares of Alcyone Lifesciences's Common Stock, par value per share determined at the time of grant by the Board of Directors, with 25% vesting on the first anniversary of your date of hire

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and the remaining 75% vesting in 36 equal monthly installments at the end of each monthly period following the first anniversary of your date of hire. The exercise price of the options will be determined by the Board of Directors pursuant to the Plan.

This offer is contingent upon your execution of the attached "Employee Non-Disclosure, Non-Competition and Inventions Agreement".

All new hires must complete, as required by law, the Employment Eligibility Verification Form, IRCA I-9. Your offer of employment is contingent upon your ability to provide Alcyone Lifesciences with satisfactory proof of your identity and authorization to work in the United States. On your first day of employment, please bring any of the following preferred documents:

United States Passport, Certification of United States Citizenship, Certification of Naturalization, and un-expired Foreign Passport with attached Employment Authorization, or an Alien Registration Card. If these documents are not available you may offer a State-issued driver's license or US Military Card along with an original social security card, or a birth certificate issued by a State, county, or municipal authority bearing a seal or other certification, or an unexpired INS Employment Authorization Form.

Your employment and compensation with Alcyone Lifesciences are "at will" in that they can be terminated with or without cause, and with or without notice, at any time, at the option of either the Company or yourself, except as otherwise provided by law. The terms of this offer letter, therefore, do not and are not intended to create either an express and/or implied contract of employment with Alcyone Lifesciences. No manager or representative of the Company, other than the Chief Executive Officer of the Company, has authority to enter into any agreement for employment for any specified period of time or to make any agreement or contract to the foregoing, and any promises to the contrary may only be relied upon by you if they are in writing and signed by the Chief Executive Officer of Alcyone Lifesciences.

Please indicate your acceptance of the above offer of employment on the terms outlined herein by signing each of the counterparts of this letter and the attached documents and returning both sets of originals to me by no later than July 15, 2019 after which date the offer described in this letter will expire. Your official start date will be no later than July 15, 2019.

By signing this letter you are representing that you have full authority to accept this position and perform the duties of the position without conflict with any other obligations and that you are not involved in any situation that might create, or appear to create, a conflict of interest with respect to your loyalty to or duties for the Company. You specifically warrant that you are not subject to an employment agreement or restrictive covenant preventing full performance of your duties to the Company. You agree not to bring to the Company or use in the performance of your responsibilities at the Company any materials or documents of a former employer that are not generally available to the public, unless you have obtained express written authorization from the former employer for their possession and use. You also agree to honor all obligations to former employers during your employment with the Company.

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We are confident we will have great success as we work together to make Alcyone Lifesciences a success. Please sign one copy of this letter and return it to me by mail at your earliest opportunity. Welcome Aboard!

Sincerely: Accepted By:

07-11-19

President and Chief Executive Officer

Krishnamurthy Subramanian PhD

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**PATENT** REEL: 060396 FRAME: 0036



PJ. ANAND
PRESIDENT AND CEO
pjanand@alcyonels.com

### **CONFIDENTIAL**

September 27, 2019

Matthew Lapinski 200 Market St Apt A28 Lowell, MA 01852

### Dear Matthew:

Alcyone Lifesciences, Inc. (the "Company") is pleased to offer you the position of Sr. R&D Engineer, performing such duties as are normally associated with this position and such duties as are assigned to you from time to time reporting to the Director of Product Development.

This is a full-time position and your initial full-time salary will be at the rate of annualized basis, payable in accordance with the company's standard payroll practices. In addition, you will have an opportunity to earn two (2) milestone performance cash bonuses of \$5000.00 each. The milestone performance cash bonus criteria will be successful completion of milestones as established by your supervisor. You must remain employed with Alcyone for a period of six months after each bonus is awarded, or it must be repaid on a prorated basis, depending on the number of months after award that are not completed. Bonuses are subject to appropriate taxation.

Your employment is subject to the Company's personnel policies and procedures as they may be interpreted, adopted, revised or deleted from time to time in the Company's sole discretion. You will be eligible to participate on the same basis as similarly situated employees in our benefit plans in effect from time to time during your employment, including, our medical and dental insurance programs.

Alcyone Lifesciences provides each employee with 15 Paid Time Off (PTO) days, up to 3 Floating Holidays and up to 10 paid Company Holidays in accordance with the Company's policies and procedures. PTO days accrue at the rate of 10 hours per month up a maxium of 15 days per calendar year. You will begin accruing PTO time upon completion of your first fiscal month of employment. Our PTO year runs from January 1 through December 31 and allows for a carryover of 40 PTO hours to the following calendar year.

Subject to the approval of the Company's Board of Directors, you will be granted Incentive Stock Options under Alcyone Lifesciences's 2011 Equity Incentive Plan (the "Plan") for 10,000 shares of Alcyone Lifesciences's Common Stock, par value per share determined at the time of

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PATENT REEL: 060396 FRAME: 0037



grant by the Board of Directors, with 25% vesting on the first anniversary of your date of hire and the remaining 75% vesting in 36 equal monthly installments at the end of each monthly period following the first anniversary of your date of hire. The exercise price of the options will be determined by the Board of Directors pursuant to the Plan.

This offer is contingent upon your execution of the attached "Employee Non-Disclosure, Non-Competition and Inventions Agreement".

All new hires must complete, as required by law, the Employment Eligibility Verification Form, IRCA I-9. Your offer of employment is contingent upon your ability to provide Alcyone Lifesciences with satisfactory proof of your identity and authorization to work in the United States. On your first day of employment, please bring any of the following preferred documents:

United States Passport, Certification of United States Citizenship, Certification of Naturalization, and un-expired Foreign Passport with attached Employment Authorization, or an Alien Registration Card. If these documents are not available you may offer a State-issued driver's license or US Military Card along with an original social security card, or a birth certificate issued by a State, county, or municipal authority bearing a seal or other certification, or an unexpired INS Employment Authorization Form.

Your employment and compensation with Alcyone Lifesciences are "at will" in that they can be terminated with or without cause, and with or without notice, at any time, at the option of either the Company or yourself, except as otherwise provided by law. The terms of this offer letter, therefore, do not and are not intended to create either an express and/or implied contract of employment with Alcyone Lifesciences. No manager or representative of the Company, other than the Chief Executive Officer of the Company, has authority to enter into any agreement for employment for any specified period of time or to make any agreement or contract to the foregoing, and any promises to the contrary may only be relied upon by you if they are in writing and signed by the Chief Executive Officer of Alcyone Lifesciences.

Please indicate your acceptance of the above offer of employment on the terms outlined herein by signing each of the counterparts of this letter and the attached documents and returning both sets of originals to me by no later than September 27, after which date the offer described in this letter will expire. Your official start date will be no later than October 21, 2019, with desired start date of October 14, 2019 to be confirmed by Tuesday, October 1, 2019.

By signing this letter you are representing that you have full authority to accept this position and perform the duties of the position without conflict with any other obligations and that you are not involved in any situation that might create, or appear to create, a conflict of interest with respect to your loyalty to or duties for the Company. You specifically warrant that you are not subject to an employment agreement or restrictive covenant preventing full performance of your duties to the Company. You agree not to bring to the Company or use in the performance of your responsibilities at the Company any materials or documents of a former employer that are not generally available to the public, unless you have obtained express written authorization from the former employer for their possession and use. You also agree to honor all obligations to former

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M



27 SEP 2019

Date

employers during your employment with the Company. We are confident we will have great success as we work together to make Alcyone Lifesciences a success. Please sign one copy of this letter and return it to me by mail at your earliest opportunity. Welcome Aboard!

Sincerely:

Accepted By:

Matthew Lapinski

PVAnand

09-27-2019

1 J/Allanu

Date

President and Chief Executive Officer

CONFIDENTIAL

ML

WITNESS our hands this State of MA County of MadleS	<u></u>	Mey July  gan Holmes	<u>, 7077.</u>
On this  Notary Public in and for the County  Notary Public in and for the County  to me on the basis of satisfactory e subscribed to the foregoing instrum his/her free and voluntary act and f	vidence to be the same per tent and acknowledged the or the uses and purposes	, known to me personally erson/persons whose name at he/she executed said inst therein expressed.	y or proved is/are
My Commission Expires:	177978	Netary Public	J. (Anford
O TARY ALTH OF			

WITNESS our hands this State of $\underline{Massachusetts}$ County of $\underline{Middlesex}$		May , 2022.		
On this 25th day of MAY, 2022, before me, a Notary Public in and for the County and State aforesaid, appeared Thomas T. Washburn, known to me personally or proved to me on the basis of satisfactory evidence to be the same person/persons whose name is/are subscribed to the foregoing instrument and acknowledged that he/she executed said instrument as his/her free and voluntary act and for the uses and purposes therein expressed.  WITNESS my hand and seal the same day and year last above given.				
My Commission Expires: 9/28	/23	Unifer J. Blaton		

PATENT REEL: 060396 FRAME: 0041

JENNIFER A. BEATON
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
September 28, 2023

On behalf of Assignee,	T AND	
	Name CEO	
	Title	
hereby confirms Assignee's assignment.	acceptance of all rights, privilege	es, title and interests conveyed by this
	<del>al</del>	6/27/2022
	Signaturé ~	Date