

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7556459

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ADIMAB, LLC	10/08/2019
RECEIVING PARTY DATA	
Name:	TUSK THERAPEUTICS LTD.
Street Address:	6 FALCON WAY, SHIRE PARK
Internal Address:	WELWYN GARDEN CITY
City:	HERTFORDSHIRE
State/Country:	UNITED KINGDOM
Postal Code:	AL7 1TW
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16782461
CORRESPONDENCE DATA	
Fax Number:	(617)502-5002
<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:	6172485000
Email:	patentdocket@choate.com
Correspondent Name:	CHOATE, HALL & STEWART LLP
Address Line 1:	TWO INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	2003882-0079
NAME OF SUBMITTER:	MICHAEL L. VETTER
SIGNATURE:	/Michael L. Vetter/
DATE SIGNED:	09/23/2022
Total Attachments: 17	
source=Assignment (Adimab to Tusk)#page1.tif	
source=Assignment (Adimab to Tusk)#page2.tif	
source=Assignment (Adimab to Tusk)#page3.tif	
source=Assignment (Adimab to Tusk)#page4.tif	
source=Assignment (Adimab to Tusk)#page5.tif	

source=Assignment (Adimab to Tusk)#page6.tif
source=Assignment (Adimab to Tusk)#page7.tif
source=Assignment (Adimab to Tusk)#page8.tif
source=Assignment (Adimab to Tusk)#page9.tif
source=Assignment (Adimab to Tusk)#page10.tif
source=Assignment (Adimab to Tusk)#page11.tif
source=Assignment (Adimab to Tusk)#page12.tif
source=Assignment (Adimab to Tusk)#page13.tif
source=Assignment (Adimab to Tusk)#page14.tif
source=Assignment (Adimab to Tusk)#page15.tif
source=Assignment (Adimab to Tusk)#page16.tif
source=Assignment (Adimab to Tusk)#page17.tif

COMBINED JOINT ASSIGNMENT & DECLARATION

ASSIGNMENT

WHEREAS, each of the individuals (the “**Inventors**”) named in the below Table 1 resides in the City, State, and Country listed in Table 1, is named as an inventor on one or more of the patent filings listed on **Schedule A** (the “**Patent Filings**”), each is aware of the **Patent Filings**, and, during the entire time of his/her contribution to the invention(s) (the “**Inventions**”) described in the **Patent Filings** was obligated to assign his or her rights to an entity as described further below:

Inventor Name	City, State, Country
1. Anne Goubier	Hertfordshire, GB
2. Beatriz Goyenechea Corzo	Hertfordshire, GB
3. Josephine Salimu	Hertfordshire, GB
4. Kevin Moulder	Hertfordshire, GB
5. Pascal Merchiers	Hertfordshire, GB
6. Mark Brown	Hertfordshire, GB
7. Sergio Quezada	London, GB
8. James Geoghegan	Lyme, NH, US
9. Bianka Prinz	Lebanon, NH, US

Table 1

I. RECITALS

WHEREAS, the **Patent Filings** describe certain antibodies (and related uses) developed pursuant to a First Amended and Restated Collaboration Agreement (the “**Collaboration Agreement**”) dated November 25, 2015 between **ADIMAB LLC.**, (hereinafter “**ADIMAB**”), having a usual place of business at 7 Lucent Drive Lebanon, NH 03766, U.S. and **Tusk Therapeutics Ltd.**, 6 Falcon Way, Shire Park, Welwyn Garden City, Hertfordshire AL7 1TW, UK (f.k.a. STAB; hereinafter “**TUSK**”);

WHEREAS Section 5.1 of the Collaboration Agreement states that “**ADIMAB** shall solely own, regardless of inventorship, all Program Patents directed to Adimab Platform Technology Improvements and, prior to Option exercise, all Program Antibody Patents”;

WHEREAS Section 3.2(a) of the Collaboration Agreement provides that “Adimab hereby grants [TUSK] the exclusive option (each, an “**Option**”) to obtain the licenses of Section 3.2(b) (Development and Commercialization License and Assignment) for Optioned Antibodies discovered during a Research Program as well as all Program-Benefited Antibodies”; and Section 3.2(b) of the Collaboration Agreement provides that “Adimab hereby, effective on [TUSK]’s exercise of the Option assigns to [TUSK], subject to the terms and conditions of this Agreement, all right, title and interest in and to the Optioned Program Antibody Patents.”

WHEREAS each of **James Geoghegan** and **Bianka Prinz** was an employee of **ADIMAB** during the entire time of his or her contribution to the Inventions and the Patent

Filings, and, in consideration of his or her employment, had agreed to assign and had assigned to **ADIMAB** or to any person or entity designated by **ADIMAB** his or her entire right, title and interest in the Inventions and the Patent Filings; WHEREAS **Pascal Merchiers** was a consultant to **TUSK** during the entire time of his contribution to the Inventions and the Patent Filings and, pursuant to an Acknowledgement, Assignment and Understating dated May 3rd, 2018 had agreed to assign and had assigned to **TUSK** or to any person or entity designated by **TUSK** his entire right, title and interest in the Inventions and the Patent Filings; and pursuant to Section 5.1 of the Collaboration Agreement **ADIMAB** solely owned, “regardless of inventorship, all Program Patents directed to Adimab Platform Technology Improvements and, prior to Option exercise, all Program Antibody Patents”

WHEREAS **Sergio Quezada** was an employee of the **University College London**, of Gower Street, London, WC1E 6BT, UK (hereinafter “**UCL**”) during the entire time of his contribution to the Inventions and the Patent Filings and, pursuant to an Acknowledgement and Undertaking dated May 16th, 2018 had assigned to **UCL** or to any person or entity designated by **UCL** all right, title and interest in the Inventions and the Patent Filings;

WHEREAS **Cancer Research Technology** Limited (hereinafter “**CRT**”) is a company registered in England and Wales under 1626049 with registered office at Angel Building 407 St. John Street London, EC1V 4AD, UK that often enters into agreements with **UCL** to commercialize certain technologies developed at **UCL**, which agreements typically include an assignment from **UCL** to **CRT**; and further whereas, in light of the circumstances under which the Inventions were developed, **CRT** and **UCL** entered into an Assignment and Agreement dated Jun 15th, 2018 with each other and furthermore with **TUSK** whereby **UCL**’s entire right, title and interest in the Inventions was jointly assigned to **CRT** and **TUSK**; .

WHEREAS each of **Anne Goubier; Beatriz Goyenechea Corzo; Josephine Salimu; Kevin Moulder; Mark Brown** was an employee of **TUSK** during the entire time of his contribution to the Inventions and the Patent Filings and in consideration of his or her employment, had agreed to assign and had assigned to **TUSK** or to any person or entity designated by **TUSK** all right, title and interest in the Inventions and the Patent Filings;

WHEREAS, **TUSK** has provided to **ADIMAB** payment and written notice of its exercise of the Option detailed in Sections 3.2(a) and 3.2(b) of the Collaboration Agreement and **ADIMAB** has confirmed receipt thereby operating to assign **ADIMAB**’s entire right title and interest to **TUSK**

NOW, THEREFORE, the present document operates to confirm the facts above, and moreover to confirm that, via the relationships and agreements above, all right title and interest in the Inventions and Patent Filings is vested in **TUSK** and **CRT** (the “**ASSIGNEES**”)

CONFIRMATION

In particular, each of the undersigned hereby confirms that the above RECITALS set forth an accurate recitation of the various agreements pursuant to which his or her entire right, title and interest in and to the Inventions and the Patent Filings, in consideration of good and

valuable consideration the receipt of which is hereby acknowledged, has been sold, assigned, and transferred unto one or both of said ASSIGNEES, and their successors, assigns and legal representatives;

Furthermore, each of the undersigned hereby agrees that, to the extent that any transfer documented in the agreements described in the RECITALS may not have fully effected transfer, s/he hereby sells, assigns, and transfers his/her entire right, title, and interest in the Inventions and the Patent Filings into the ASSIGNEES in accordance with the transfers set forth above.

Thus, the present agreement documents that the ASSIGNEES are the proper and present owners of the entire right, title and interest in the Inventions and the Patent Filings throughout the United States of America, its territories and all foreign countries, including in and to any priority applications included in the Patent Filings and/or to which any of the Patent Filings claims priority, and specifically including any right of priority thereto;

Each of the undersigned hereby furthermore confirms that his or her sale, assignment and transfer applies to any and all Patent Filings currently listed in Schedule A, and also to any application that is based in whole or in part on one or more such Patent Filings, including to divisional, continuing, substitute, renewal, reissue, reexamination and other applications, for example that claim priority to one or more Patent Filings or otherwise describe and claim an Invention.

Still further, each of the undersigned hereby confirms and agrees that his/her sale, assignment and transfer pertains to any and all rights in the Invention(s) or the Patent Filings, arising under or pursuant to any and all international agreements, treaties, or laws relating to the protection of industrial property, including all rights of priority under the International Convention for the Protection of Industrial Property, and in and to any such patent(s) as may issue thereon including any and all original and reissued patents which have been or shall be issued in the United States and any foreign countries; said inventions, applications, and patent(s) to be held and enjoyed by ASSIGNEES for their own use and for the use of their respective successors, assigns and legal representatives, to the full end of the term for which said patent(s) may be granted as fully and entirely as the same would have been held by him or her had this sale, assignment and transfer not been made;

AND, each of the undersigned hereby acknowledges that this Assignment, being of the entire right, title, and interest in and to the Inventions or the Patent Filings, carries with it the right in ASSIGNEES, by attorneys and agents of ASSIGNEES' selection, to apply for and receive any and all patent(s) for said Inventions in its own name;

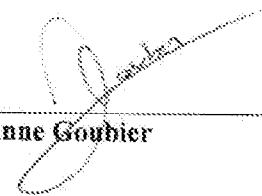
AND, each of the undersigned hereby further agrees for him/herself and his or her executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the patent(s) to ASSIGNEES and their respective successors, assignees and legal representatives, but at their expense and charges, including the execution of application for patents in any foreign countries, the execution of substitution, reissue, divisional or continuation applications, and the giving of testimony, preliminary statements, or other statements in any interference or other proceeding in which the inventions or any applications or patents directed to the inventions may be involved by

communicating to the ASSIGNEES all facts he or she knows relating to the inventions and their history, and generally by doing everything possible which ASSIGNEES shall consider desirable for aiding in securing and maintaining proper patent protection for the inventions and for vesting title in the inventions and all applications for patent and all patents on the inventions in ASSIGNEES;


AND, each of the undersigned hereby appoints each ASSIGNEE as his or her common agent for purposes of prosecuting international patent applications and any national patent applications for which such common agency is recognized;

AND, each of the undersigned hereby requests the Commissioner for Patents of the United States Patent and Trademark Office to issue any and all patent(s) as shall be granted upon said application or applications based thereon to ASSIGNEES and their respective successors, assigns, and legal representatives;

AND, each of the undersigned covenants with said ASSIGNEES that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by him or her, and that full right to convey the same as herein expressed is possessed by me.


Name: Anne Goubier

7/10/2019
Date

Witness Signature: 

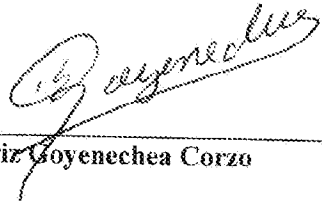
MARIANNE MULOZIJA
Name (please print):

7/10/19
Date

Witness Signature: 

DEBORAH TONGE
Name (please print):

7/10/2019
Date

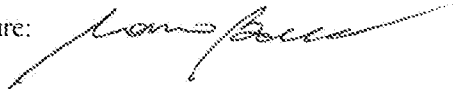


Name: Beatriz Goyenechea Corzo

3.10.2019

Date

Witness Signature:



MARCO BARDELLI
Name (please print):


03/10/2019
Date

Witness Signature:



LAURA EVANS
Name (please print):

03/10/2019
Date


Name: **Josephine Salimu**

09/10/2019
Date

Witness Signature:



Name (please print): **MARIA TERESA RODRIGUEZ PLATA**

09/10/2019
Date

Witness Signature:



Name (please print): **MARK ADAM BROWN**

09/10/2019
Date

Kevin Moulder
Name: Kevin Moulder

3/10/2019
Date

Laura Evans
Witness Signature: Laura Evans
Name (please print): LAURA EVANS

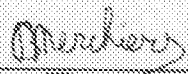
03/10/2019
Date

MARCO BARNELLI
Witness Signature: Marco Barnelli
Name (please print): MARCO BARNELLI


03/10/2019
Date


Name: Pascal Merchiers

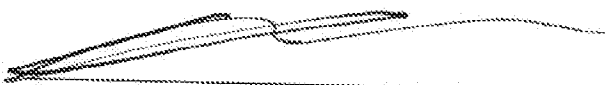
06 OCT 2019
Date

Witness Signature:

Name (please print): BRAM MERCHIERS


06 OCT 2019
Date

Witness Signature:

Name (please print): KATRIEM EGGERS

6 OCT 2019
Date

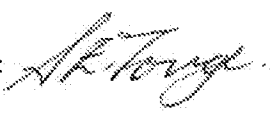

Name: Mark Brown

7/10/2019
Date

Witness Signature: 


MARLANNE MULDEBERTS
Name (please print):

7/10/19
Date

Witness Signature: 

DEBORAH TONGE
Name (please print):

7/10/2019
Date


Name: Sergio Quezada

Date

Witness Signature:

Name (please print):

Date

Witness Signature:

Name (please print):

Date

James Geoghegan
Name: James Geoghegan

10/8/2019
Date

Witness Signature: Ross Connor

Ross Connor
Name (please print):

10/8/19
Date

Witness Signature: Katy J. Newland

Katy J. Newland
Name (please print):

10/8/19
Date

Bianka Prinz
Name: **Bianka Prinz**

10/8/19
Date

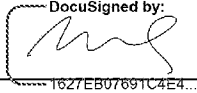
Witness Signature:
Ross Connor
Name (please print): **Ross Connor**

10/8/19
Date

Witness Signature:
Katy J. Newland
Name (please print): **Katy J. Newland**

10/8/19
Date

Understood and agreed to on behalf of **Tusk Therapeutics Inc.**

By: 

06 May 2020
Date

Name: Kezia Vitug
(please print)

Title: Finance and Corporate Services Director

Understood and agreed to on behalf of Cancer Research Technology Limited

By: Angus Calder

28th October 2019
Date

Name: ANGUS CALDER
(please print)

Title: Associate Director

Understood and agreed to on behalf of Adimab, LLC

By: _____



Oct 8, 2019
Date

Name: _____

ERIC KRAULAND

(please print)

Title: _____

GRUP SCIENTIFIC OFFICER

Schedule A

K&S Reference	TUSK Reference	Adimab Reference	Choate Reference	Application No.
P115237US	TSK031001 / a-634	aCD25-a-634	2003882-0068	62/642,218
P115238US	TSK031003 / a-674	aCD25-a-674	2003882-0069	62/642,230
P115240US	TSK031015 / a-646	aCD25-a-646	2003882-0070	62/642,232
P115241US	TSK031041 / a-672	aCD25-a-672	2003882-0071	62/642,243
P115242US	TSK031044 / a-686	aCD25-a-686	2003882-0072	62/642,248
				PCT/EP18/56312
U115238US	TSK031003 / a-674		2003882-0073	16/352,703
U115240US	TSK031015 / a-646		2003882-0074	16/352,709
U115242US	TSK031044 / a-686		2003882-0075	16/352,717
				GB1804027.9
				GB1804028.7
				GB1804029.5