

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7651430

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WATCHMAKER GENOMICS PROPRIETARY, LTD.	10/28/2022
RECEIVING PARTY DATA	
Name:	WATCHMAKER GENOMICS, INC.
Street Address:	5744 CENTRAL AVENUE, SUITE 100
City:	BOULDER
State/Country:	COLORADO
Postal Code:	80301
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17940797
CORRESPONDENCE DATA	
Fax Number:	(617)856-8201
<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:	6178568200
Email:	ip@brownrudnick.com
Correspondent Name:	BROWN RUDNICK LLP
Address Line 1:	ONE FINANCIAL CENTER
Address Line 4:	BOSTON, MASSACHUSETTS 02111
ATTORNEY DOCKET NUMBER:	WMG-005/01US 36669/12
NAME OF SUBMITTER:	THOMAS C. MEYERS
SIGNATURE:	/THOMAS C. MEYERS/
DATE SIGNED:	11/17/2022
Total Attachments: 5	
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PATENT ASSIGNMENT

This Patent Assignment (hereinafter referred to as "Assignment") is between **Watchmaker Genomics Proprietary, Ltd.**, a South Africa corporation with an address at The Harrington, Suite 108, 50 Harrington Street, Cape Town, South Africa, 8001 (hereinafter referred to as "Assignor"), and **Watchmaker Genomics, Inc.**, a Delaware corporation with an address at 5744 Central Avenue, Suite 100, Boulder, CO 80301 (hereinafter referred to as "Assignee").

RECITALS

WHEREAS, Assignor agrees to sell and Assignee agrees to purchase certain assets presently held by Assignor;

WHEREAS, included among the assets to be purchased by Assignee are certain inventions, patents, patent applications, and or know-how (hereinafter referred to as "Patents"), including without limitation the Patents set forth in **Exhibit A** attached hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Assignor and Assignee, Assignor and Assignee hereby agree as follows:

(a) Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, Assignor's entire right, title and interest for all countries in and to: (i) each of the Patents listed in **Exhibit A** hereof; (ii) any and all of the inventions which are disclosed and claimed in the Patents; (iii) any and all of the inventions which are disclosed but not claimed in any of the Patents; (iv) all divisional, continuing, substitute, renewal, reissue, and all other patents and applications for patent, industrial property or other related property rights in any and all countries which have been or shall be filed on any of the inventions disclosed in any of the Patents; (v) all original and reissued patents, industrial property or related documents, which have been or shall be issued on any such inventions disclosed in any of the Patents; and (vi) all rights to sue and recover for, and all rights to, profits or damages due or accrued arising out of or in connection with any and all past, present, or future infringements of any and all of the Patents.

(b) Assignor authorizes and requests the respective worldwide Patent, Letters Patent and Industrial Property Offices to issue to the Assignee, its successors, assigns and legal representatives, in accordance with this Assignment, any and all patents, letters patent or industrial property on the inventions or any of them disclosed in any of the Patents.

(c) Assignor authorizes and agrees that the Assignee may apply for and receive patents, letters patents, industrial property or rights of any other kind for the inventions disclosed in any of the Patents; and may claim, in applications for said patents, letters patent, industrial property or other rights, the priority of the Patents under the provisions of the International Convention of 1883 and any or all of later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement.

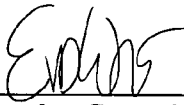
(d) Assignor authorizes and agrees that when requested, without charge to Assignor, but at the expense of, the Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the Assignor or the Assignor's executors or administrators will, for all countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent, letters patent or industrial property applications or other documents on any and all such inventions disclosed in any of the Patents; execute all rightful oaths, agreements, powers of attorney and other papers; communicate to the Assignee, its successors, assigns and representatives, all facts known and documents available to the Assignor relating to said inventions and the history thereof; testify in all legal proceedings (provided, the Assignor shall not be required to incur any out of pocket costs), and generally do everything possible which the Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related rights and all patents, letters patent or industrial property on such inventions, in the Assignee, its successors, assigns and legal representatives.

(e) Assignee has obtained Exchange Control Approval from the South African Reserve Bank for the transfer of intellectual property rights in terms of this agreement in satisfaction of the requirement to obtain appropriate approvals from the Financial Surveillance Department of the South African Reserve bank Exchange Control Regulations required for the validity and enforceability of this agreement.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the date below by its officer thereunto duly authorized.

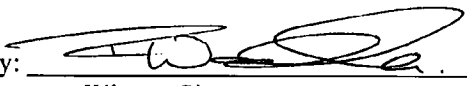
Date: 28 October 2022

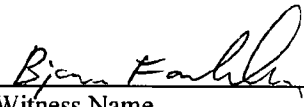
By: 
Watchmaker Genomics Proprietary, Ltd.

Name: Eric van der Walt

Title: Managing Director

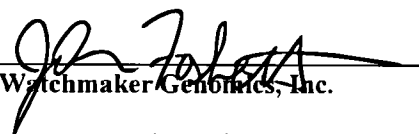
Date: 10/28/22

By: 
Witness Signature

By: 
Witness Name

IN WITNESS WHEREOF, the Assignee has caused this Assignment to be executed
as of the date below by its officer thereunto duly authorized.


Date: 10/28/2022

By: 
Watchmaker Genomics, Inc.

Name: John Foskett

Title: Co-Founder and CEO

Date: 10/28/2022

By: 
Witness Signature

By: Brian Kudlow
Witness Name

EXHIBIT A

Country	Serial No.	Filing Date	Title	Inventors	Docket No.
U.S.	17/940,797	September 8, 2022	REVERSE TRANSCRIPTASE VARIANTS	Julie Walker Bjarne Faurholm Ross Wadsworth Brian A. Kudlow	WMG-005/01US 36669/12

64875852 v1-WorkSiteUS-036669-0012

PATENT

RECORDED: 11/17/2022

REEL: 061813 FRAME: 0290