

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7758379

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CINCLUS PHARMA AG	01/01/2022
RECEIVING PARTY DATA	
Name:	CINCLUS PHARMA AB
Street Address:	MATER SAMUELSGATAN 60 8TR
City:	STOCKHOLM
State/Country:	SWEDEN
Postal Code:	11121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14183852
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<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:	+49-89-7104102-42
Email:	apsi@fr.com
Correspondent Name:	ANDREA DORIGO
Address Line 1:	FISH & RICHARDSON P.C.
Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	50064-0007001
NAME OF SUBMITTER:	LYNDZIE HAMM
SIGNATURE:	/Lyndzie Hamm/
DATE SIGNED:	01/24/2023
Total Attachments: 19	
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Cinclus Pharma AG
and
Cinclus Pharma Holding AB

Asset Transfer Agreement



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APPENDICES

Appendix 2.1	Assets
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Asset Transfer Agreement

This Asset Transfer Agreement (this “**Agreement**”) is signed on the date stated opposite the parties’ signatures, with the effective date 1 January 2022 (the “**Effective Date**”)

BETWEEN:

- (1) **Cinclus Pharma AG**, Reg. No. CHE-203.595.588, a company duly incorporated and organized under the laws of Switzerland, having its registered address at Gartenstrasse 101, 4052 Basel, Switzerland (the “**Seller**”); and
- (2) **Cinclus Pharma Holding AB**, Reg. No. 559136-8765, a company duly incorporated and organized under the laws of Sweden, having its registered address at Mäster Samuelsgatan 60 8TR, 11121 Stockholm, Sweden (the “**Buyer**”).

The Seller and the Buyer are hereinafter jointly referred to as the “**Parties**” and each individually a “**Party**”.

1 Background

- 1.1 The Seller is a wholly owned subsidiary of the Buyer.
- 1.2 In connection with the re-structuring of the Cinclus company group, certain assets shall be sold and transferred by the Seller to the Buyer on the terms and conditions set out in this Agreement.
- 1.3 Following discussions between the Seller and the Finanzdepartement des Kantons Basel-Stadt (the “**Tax Authority**”), the Tax Authority has issued a ruling dated 25 March 2022 under which the Tax Authority has accepted the Seller’s calculation of the value of the Assets (as defined below) to be assigned under this Agreement retrospectively as of the Effective Date.
- 1.4 Under this Agreement, both the legal title to and the economic value/rights of the Assets (as defined below) will be transferred to the Buyer as of the Effective Date, irrespective that this Agreement is signed on the date stated opposite the Parties signatures.

2 Assets

- 2.1 Upon the terms and conditions set out in this Agreement, the Seller assigns to the Buyer the contracts, patents, know-how, trademarks, intellectual property, documentation and other assets listed in Appendix 2.1 (the “**Assets**”), including but not limited to any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assets. The assignment includes an irrevocable and unlimited right for Buyer to freely modify, adapt, develop or license and/or assign such Assets to a third party.



- 2.2 The Parties agree that the Assets shall be transferred as between the Parties with economic effect from 1 January 2022 (the “**Closing Date**”). All revenues, costs, risks, liabilities and expenses related to the Assets due, attributable to or accrued on and before the Closing Date shall be for the account of the Seller and all revenues, costs, risks, liabilities and expenses related to the Assets due, attributable to or accrued after the Closing Date shall be for the account of the Buyer.
- 2.3 If any property, right or assets relating to the Seller’s business (“**Additional Asset**”) has not been transferred (whether or not listed in the Asset appendix) to the Buyer at the Closing from the Seller, the Seller shall notify the Buyer without delay if it subsequently discovers that and, at the Buyer’s request, transfer such Additional Asset as soon as practicable to the Buyer against no separate consideration.

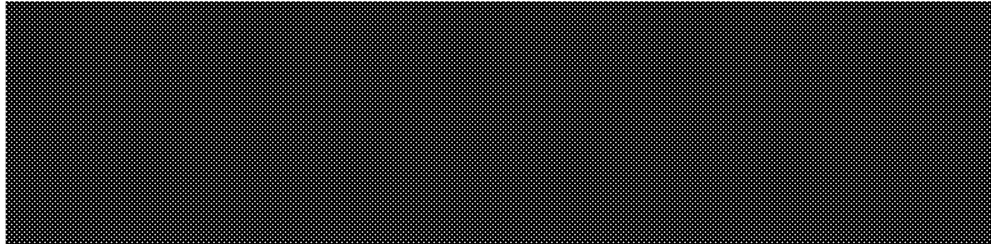
3 Assigned Contracts and transfer of Intellectual Property

- 3.1 The Business includes the Seller’s rights and obligations under the assigned contracts as from the Closing Date.
- 3.2 The Seller and the Buyer shall co-operate and use their best endeavors to obtain consent or to procure novation of the assigned contracts. Insofar as any assigned contract cannot effectively be assigned to the Buyer without the consent of a third party or except by an agreement of novation:
- (a) the Buyer shall, to the extent that the assigned contracts permit, perform on behalf of the Seller all the obligations of the Seller which fall to be performed after the Closing Date and receive all the benefits from such assigned contracts in respect of the period after the Closing Date;
 - (b) the Seller and the Buyer shall use all reasonable endeavors to obtain consent or to procure a novation; and
 - (c) unless and until such consent is obtained or the assigned contracts are novated the Buyer shall, to the extent that the assigned contracts permit, perform on behalf of the Seller all the obligations of the Seller which fall to be performed after the Closing Date and receive all the benefits from such assigned contracts in respect of the period after the Closing Date.
- 3.3 In connection with the sale and purchase of the Intellectual Property, the Seller undertakes to promptly execute all transfer documents and to do all necessary acts and things in order to validly transfer to the Buyer the Intellectual Property, including the registration of the transfer of ownership for all patents, trademarks and applications for the foregoing in each applicable country and including the transfer of any know-how bearing documents, data or files. The Seller shall be liable for all costs and expenses connected to the transfer of the Intellectual Property including, but not limited to, registration fees.

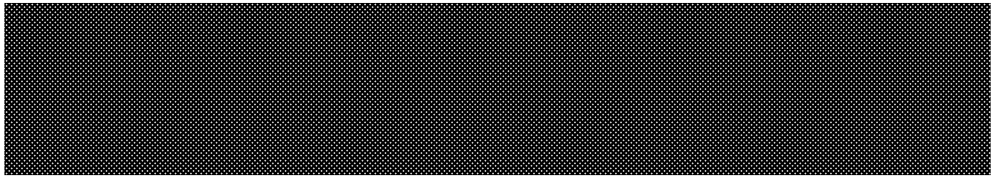


4 License

4.1



4.2



5 Purchase Price



6 Closing

6.1

Closing has already taken place on the Closing Date (“Closing”).

6.2

At Closing the Seller has delivered to the Buyer such of the Assets as are capable of being transferred by delivery.

6.3

Effective from the Closing, the Buyer shall, against performance by the Seller of the requirements above, pay the Purchase Price by issuing the promissory note in Appendix 6.3.

7 Representations and Warranties of the Seller

7.1

Since the Seller is wholly owned by the Buyer, the Parties agree that the Assets are sold “as is” and that no warranties (*Sw. garantier*), other than the following shall be given.

7.2

This Agreement and the performance by the Seller of its obligations under it have been duly authorized by all necessary corporate action on the part of the Seller, and this Agreement will, when executed, constitute valid and binding obligations of the Seller in accordance with its terms.

7.3

The Seller lawfully owns and has good and marketable title to the Assets, free and clear of all means of any mortgage, charge, pledge, lien, option, restriction or other security interest of any kind.



7.4 This Agreement and the performance by the Buyer of its obligations under it have been duly authorized by all necessary corporate action on the part of the Buyer, and this Agreement will, when executed, constitute valid and binding obligations of the Buyer in accordance with its terms.

7.5 It is specifically agreed that no remedy whatsoever under the Sale of Goods Act (Sw. *Köplagen*) or under any other statute, law, or legal principle, including (but not limited to) the right to rescind this Agreement, shall be available to the Buyer.

8 VAT

8.1 Any sum payable under this Agreement is exclusive of value added tax (VAT), if any.

8.2 The parties agree that the assignment under this Agreement constitutes a transfer of a going concern which is not subject to VAT. No VAT should therefore be charged by the Seller. Should however the relevant tax authority in a binding decision find that VAT should have been charged on the assignment, and the Seller to the Buyer delivers a valid VAT invoice fulfilling the invoicing requirements of the relevant VAT act, the Buyer shall pay to the Seller the VAT reflected on such invoice. The VAT payment from the Buyer to the Seller is conditioned on the Buyer being granted corresponding input VAT recovery by the relevant tax authority.

9 Termination of intra-group services agreement

The Seller and the Buyer are parties to a services agreement, entered into on 1 January 2020, under which the Seller provides services associated with the clinical development of X842, including preclinical and clinical tasks. The Parties agree that the services agreement is terminated with effect as of 1 January 2022.

10 Entire Agreement

Each of the Parties to this Agreement confirms that this Agreement represents the entire understanding and constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, agent, employee or representative of either of the Parties.

11 Amendments and Waivers

11.1 This Agreement may only be amended, changed, or modified by an instrument in writing duly executed by the Parties.

11.2 In no event shall any delay, failure, or omission of a Party in enforcing, exercising, or pursuing any right, claim or remedy under this Agreement be deemed as a waiver thereof, unless such right, claim or remedy has been expressly waived in writing.



14 Interpretation

The headings in this Agreement are for ease of reference only and shall not affect the interpretation of any provision of this Agreement.

15 Partial Invalidity

If any provision of this Agreement or the application of it shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the remaining provisions of this Agreement shall continue in full force and effect. The Parties shall seek to amend such void, invalid or unenforceable provisions and thereby this Agreement in order to give effect to, so far as is possible, the spirit of this Agreement and to achieve the purposes intended by the Parties.

16 Governing Law and Disputes

16.1 This Agreement shall be governed by and construed in accordance with the laws of Sweden.

16.2 Any dispute, controversy or claim arising out of, or in connection with, this Agreement, or the breach, termination, or invalidity of the Agreement, shall be settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

16.3 The place of arbitration shall be Stockholm, Sweden.

16.4 The language to be used in the arbitral proceedings shall be English.

16.5 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the Parties hereto. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other Party in connection with the dispute, or if the Party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, applicable stock exchange regulations or the regulations of any other recognized market place.

16.6 In case this Agreement or any part of it is assigned or transferred to a third party, such third Party shall automatically be bound by the provisions of this arbitration clause.



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This Agreement has been duly executed by way of electronic signature.

Stockholm, 28 April 2022

CINCLUS PHARMA AG

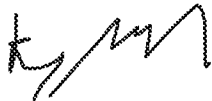


Peter Unge

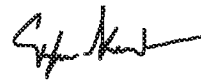
CINCLUS PHARMA HOLDING AB



Lennart Hansson



Kjell Andersson

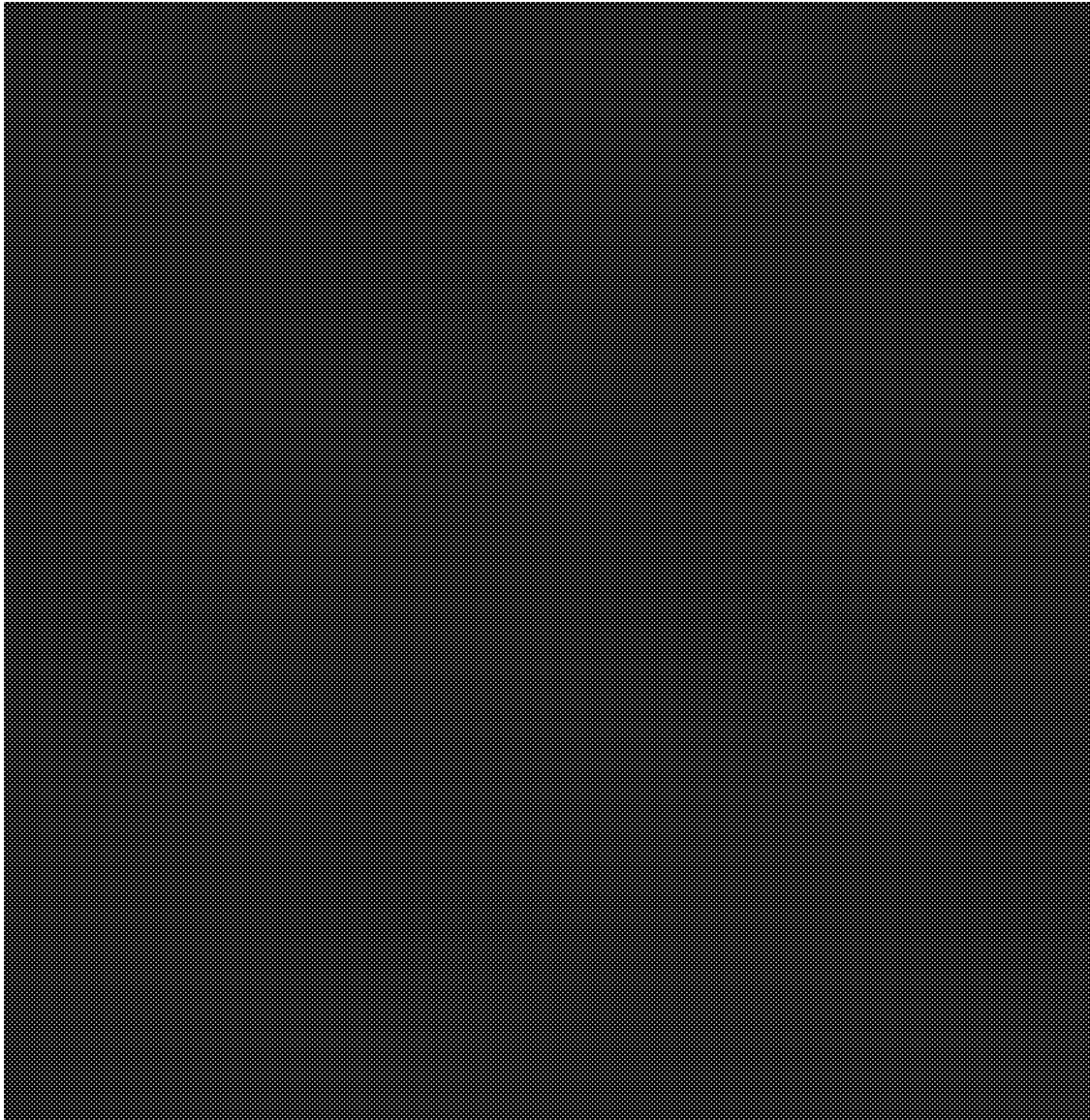


Torbjörn Koivisto



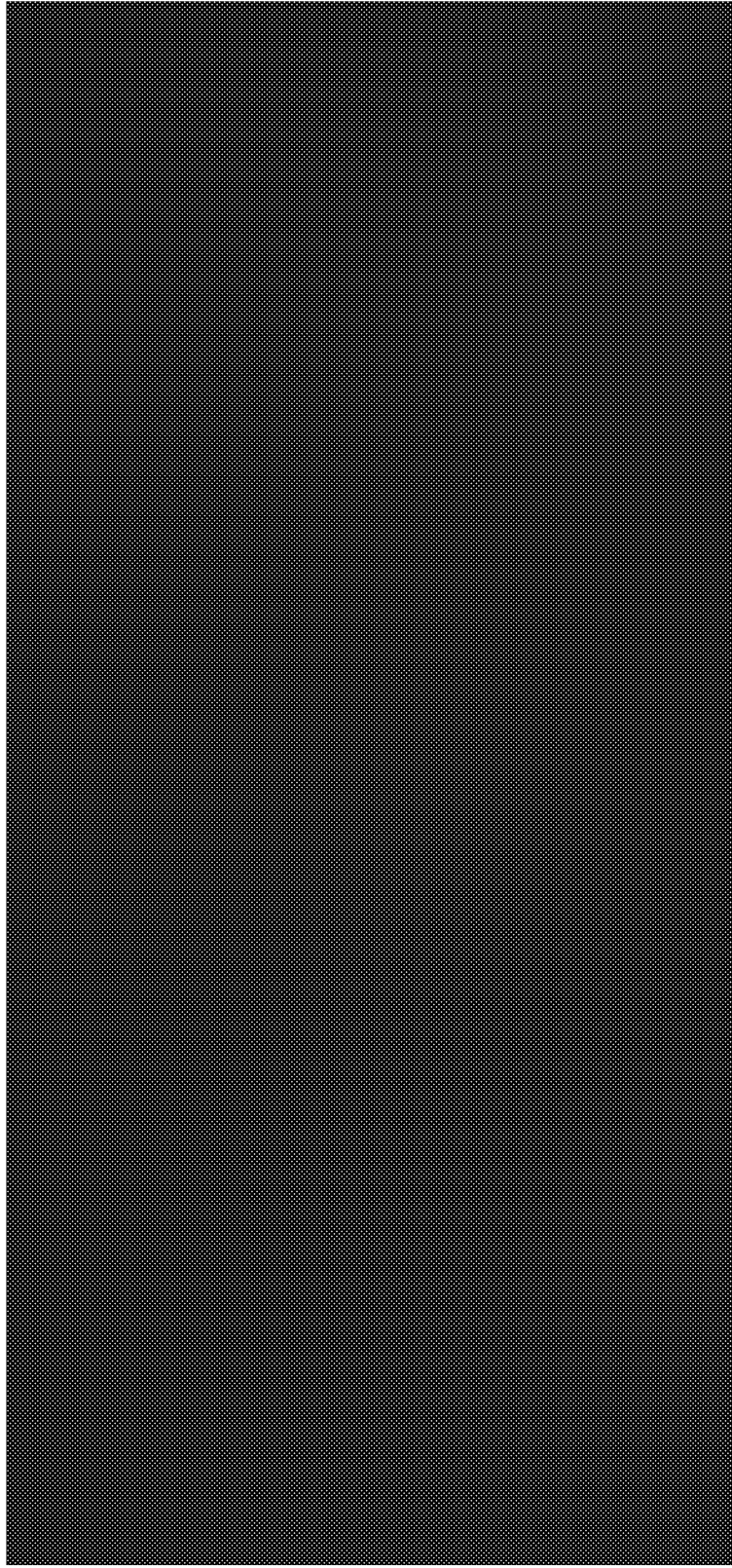
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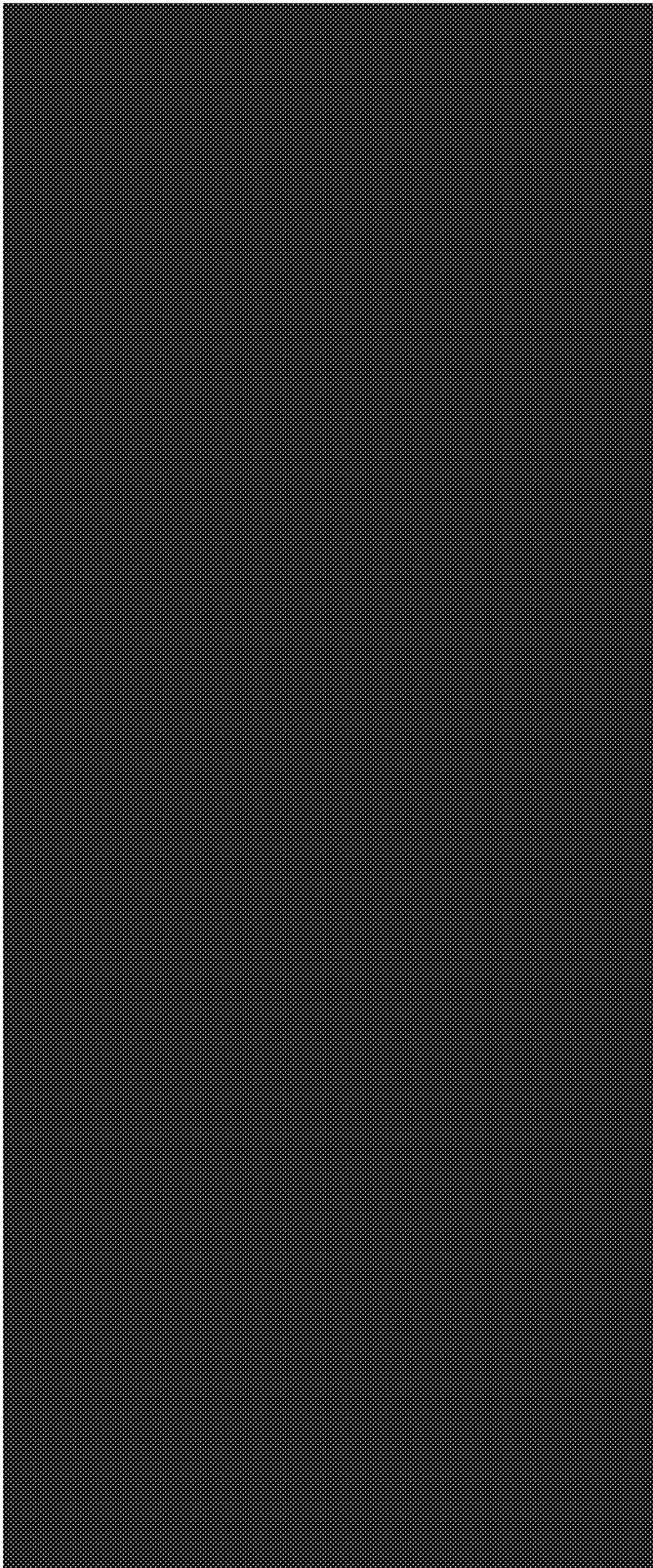
Contracts

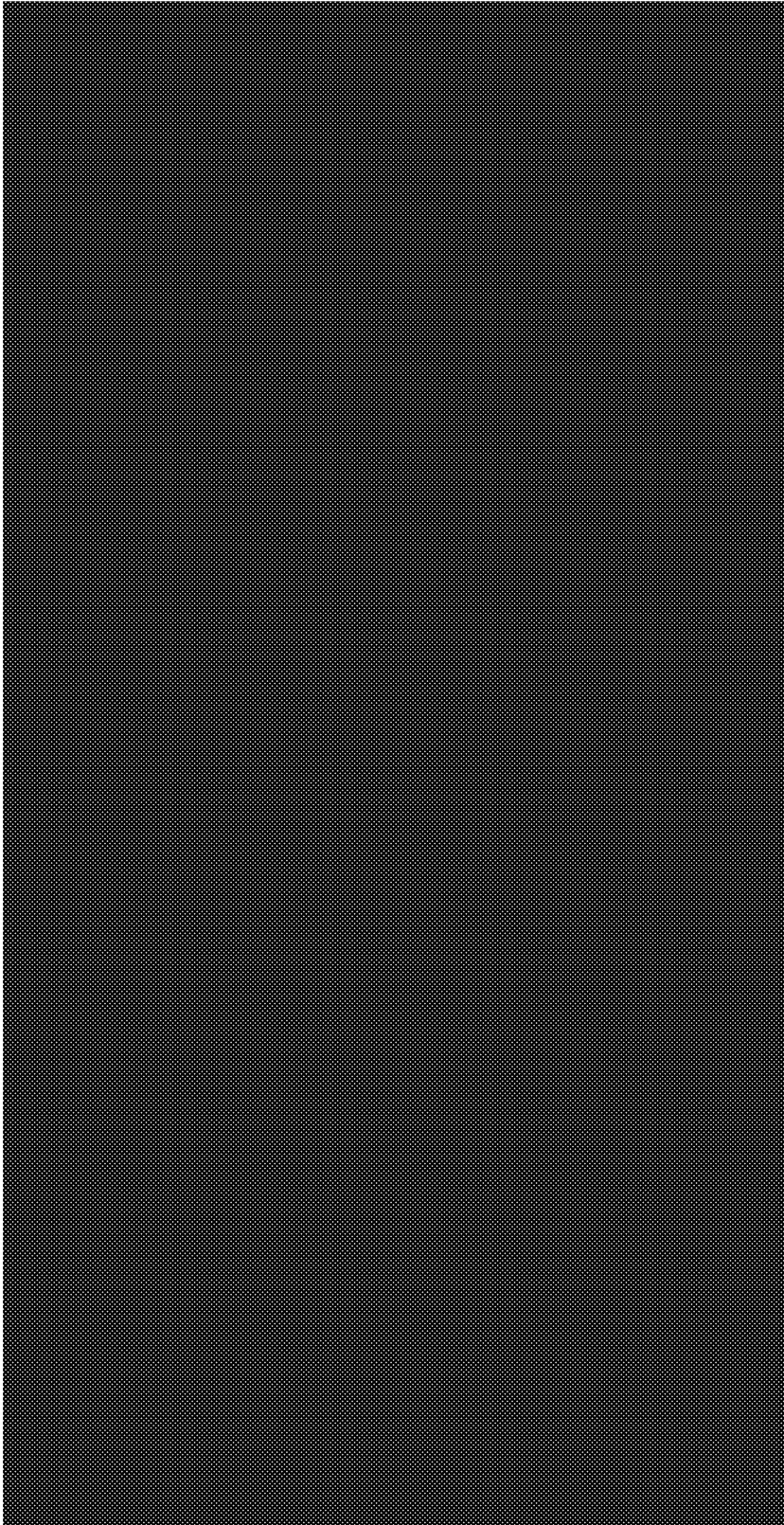


Intellectual Property

Trademarks and tradenames







Patents and patent applications

X842 Composition of Matter					
AT - (Austria)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
AU - (Australia)	Granted - (G)	2009-10-27	2009324007	2014-05-08	2009324007
AU - (Australia)	Granted - (G)	2009-10-27	2014201644	2015-05-21	2014201644
BE - (Belgium)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
BG - (Bulgaria)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
BR - (Brazil)	Filed - (F)	2009-10-27	PI 0916475		
CA - (Canada)	Granted - (G)	2009-10-27	2744647	2018-01-09	2744647
CH - (Switzerland) *	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
CN - (China)	Granted - (G)	2009-10-27	20098014844.7	2015-06-17	102239167
CY - (Cyprus)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
CZ - (Czech Republic)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
DE - (Germany)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	602009013918.5
DK - (Denmark)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
EE - (Estonia)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
EP - (European Patent Convention)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
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GB - (Great Britain)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
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HR - (Croatia)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
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ID - (Indonesia)	Granted - (G)	2009-10-27	W00201102206	2015-03-04	10P000037970
IE - (Ireland)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
IL - (Israel)	Granted - (G)	2009-10-27	213242	2014-01-30	213242
IS - (Iceland)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
IT - (Italy)	Granted - (G)	2009-10-27	502013902164304	2013-03-13	2365975
JP - (Japan)	Granted - (G)	2009-10-27	2011-539063	2015-02-27	5702295
KR - (Republic of Korea)	Granted - (G)	2009-10-27	10-2011-7015341	2017-05-25	10-1742328
LT - (Lithuania)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
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LV - (Latvia)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
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MK - (Macedonia)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
MT - (Malta)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
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NO - (Norway)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
PL - (Poland)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
PT - (Portugal)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
RO - (Romania)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
RU - (Russian Federation)	Granted - (G)	2009-10-27	2011124169	2014-03-29	2509771
SE - (Sweden)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
SI - (Slovenia)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
SK - (Slovak Republic)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
SM - (San Marino)	Granted - (G)	2009-10-27	09748823.3	2013-03-13	2365975
TR - (Turkey)	Granted - (G)	2009-10-27	2013/06985	2013-03-13	2013-G-197592
US - (United States)	Granted - (G)	2009-10-27	13/132,564	2014-03-11	8,669,269
US - (United States)	Granted - (G)	2009-10-27	14,183,852	2015-03-31	8,993,589
ZA - (South Africa)	Granted - (G)	2009-10-27	201104838	2012-03-28	201104838
X842 Formulation					
WO - (Patent Cooperation Treaty)	Filed - (F)	2020-11-04	PCT/EP2020/080877		

Know-How

All data, know-how, documentation, and other intellectual property related to X842 and the patented inventions and held by the Seller.



PROMISSORY NOTE

This non-negotiable promissory note (Sw. *enkelt skuldebrev*) (this “**Promissory Note**”) has been issued on the date set out below by the undersigned Issuer to the Creditor.

Issuer: **CINCLUS PHARMA HOLDING AB**
Creditor: **CINCLUS PHARMA AG**

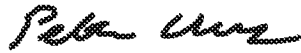


Signature page will follow



Stockholm, 28 April 2022

CINCLUS PHARMA AG



Peter Unge

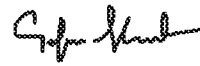


Kjell Andersson

CINCLUS PHARMA HOLDING AB



Lennart Hansson



Torbjörn Koivisto



Verifikat

Transaktion 09222115557468207623

Dokument

Cinclus_Pharma_-_ATA 220428 CPAG - CPHAB
Huvuddokument
17 sidor
Startades 2022-04-29 08:09:19 CEST (+0200) av Finance
Cinclus (FC)
Färdigställt 2022-04-29 11:16:17 CEST (+0200)

Initierare

Finance Cinclus (FC)
Cinclus Pharma Holding AB
finance@cincluspharma.com
+46706743330

Signerande parter

Peter Unge (PU)
Cinclus Pharma AG



Namnet som returnerades från svenskt BankID var "Otto
Peter Lennart Unge"
Signerade 2022-04-29 11:16:17 CEST (+0200)

Kjell Andersson (KA)
Cinclus Pharma AG

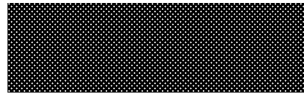


Namnet som returnerades från svenskt BankID var
"KJELLANDERSSON"
Signerade 2022-04-29 08:15:12 CEST (+0200)

Lennart Hansson (LH)
Cinclus Pharma Holding AB



Torbjörn Koivisto (TK)
Cinclus Pharma Holding AB



PATENT

REEL: 062469 FRAME: 0638

Verifikat

Transaktion 09222115557468207623



BankID

A handwritten signature in black ink, appearing to read 'Lennart Hansson'.

*Namnet som returnerades från svenskt BankID var
"LENNART HANSSON"
Signerade 2022-04-29 08:11:30 CEST (+0200)*



BankID

A handwritten signature in black ink, appearing to read 'Torbjörn Koivisto'.

*Namnet som returnerades från svenskt BankID var
"TORBJÖRN KOIVISTO"
Signerade 2022-04-29 08:12:45 CEST (+0200)*

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PATENT