

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7862540

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAEL KLICHINSKY	06/14/2021
NICHOLAS G. MINUTOLO	06/15/2021
NICHOLAS R. ANDERSON	06/15/2021
RECEIVING PARTY DATA	
Name:	CARISMA THERAPEUTICS INC.
Street Address:	3675 MARKET STREET
Internal Address:	STE 200
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19104
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17477494
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:	2012851-0107
NAME OF SUBMITTER:	MELISSA M. ADAMS, PHD, JD
SIGNATURE:	/Melissa M. Adams/
DATE SIGNED:	03/23/2023
Total Attachments: 8	
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Docket Number: 2012851-0100

COMBINED JOINT ASSIGNMENT & DECLARATION**A. ASSIGNMENT**

WHEREAS, each of the below-named inventors whose name and residence is set forth in the following Table 1:

Inventor Name	City, State
1. Michael Klichinsky	Philadelphia, Pennsylvania
2. Nicholas G. Minutolo	Philadelphia, Pennsylvania
3. Nicholas R. Anderson	Philadelphia, Pennsylvania

Table 1

hereby declares and agrees, on behalf of himself/herself and all of his/her successors and assigns that each is aware of the patent application(s) entitled:

NOVEL CONSTRUCTS FOR CHIMERIC ANTIGEN RECEPTORS; and

prepared for filing in the United States Patent and Trademark Office; or

identified by United States Application No. _____
filed in the United States Patent and Trademark Office on _____; and

identified by International Patent Application No. PCT/US21/35991
filed on June 4, 2021; and

and is also aware of the following priority applications:

Application No.	Filed
63/082584	September 24, 2020
63/044934	June 26, 2020
63/034873	June 4, 2020

WHEREAS, **Carisma Therapeutics Inc.** (hereinafter "ASSIGNEE"), having a usual place of business at **3675 Market Street, Ste 200, Philadelphia, Pennsylvania 19104**, desires to acquire or confirm an interest therein;

NOW, THEREFORE, to all whom it may concern be it known that, in consideration of agreements previously and duly entered into between the parties, and/or for other good and valuable consideration, the receipt of which is hereby acknowledged, each of us hereby confirms, agrees, and/or declares that:

1. I have sold, assigned, and transferred and/or do hereby sell, assign, and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title, and interest in and throughout the United States of America, its territories and all foreign countries, in and to any and all inventions described in the patent application, and/or any priority applications noted above, including any right of priority thereto; and hereby confirm that my sale, assignment and transfer is and was effective at least as of the filing date of the patent application and/or priority application;

2. My sale, assignment and transfer applies to the above-referenced patent application, and to any application that is based in whole or in part on the patent application, including any divisional, continuing, substitute, renewal, reissue, reexamination and other applications, for example that claim priority to the patent application. Also, this sale, assignment and transfer pertains to any and all other rights 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 foreign countries; said inventions, applications, and patent(s) to be held and enjoyed by ASSIGNEE for its own use and for its 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 me had this sale, assignment and transfer not been made;

3. This Assignment, being of my entire right, title, and interest in and to the inventions, carries with it the right in ASSIGNEE, by attorneys and agents of ASSIGNEE selection, to apply for and receive any and all patent(s) for said inventions in its own name;

4. I, or my executor(s) and/or administrator(s) will execute upon request any other lawful documents and likewise will perform any other lawful acts which may be deemed necessary to secure fully the patent(s) to ASSIGNEE, its successors, assignees, and legal representatives, but at its expense and charges, including the execution of application for patents in 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 ASSIGNEE all facts I know relating to the inventions and their history, and generally by doing everything possible which ASSIGNEE 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 ASSIGNEE;

5. I hereby authorize ASSIGNEE or its attorneys or agents to insert the correct application number(s) and/or filing date(s) into this assignment document, if appropriate;

6. I hereby appoint ASSIGNEE as my common agent for purposes of prosecuting international patent applications and any national patent applications for which such common agency is recognized;

7. I hereby request 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 ASSIGNEE, its successors, assigns, and legal representatives;

8. I hereby covenant with said ASSIGNEE that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by me, and that full right to convey the same as herein expressed is possessed by me.

B. DECLARATION (37 CFR 1.63)

As a below named inventor, I hereby declare that:

This declaration is directed to the patent application entitled:

NOVEL CONSTRUCTS FOR CHIMERIC ANTIGEN RECEPTORS; and

attached hereto or prepared for filing in the United States Patent and Trademark Office; or

identified by United States Application No. _____
filed in the United States Patent and Trademark Office on _____; or

identified by International Patent Application No. PCT/US21/35991
filed on June 4, 2021.

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the application, including the claims and am aware of the duty to disclose to the United States Patent and Trademark Office all information known to be material to patentability as defined in 37 CFR 1.56.

DocuSigned by:
Michael Klichinsky
8C9D688664BE47E...

Signature: _____

Michael Klichinsky

Date: 6/14/2021

DocuSigned by:
Susannah Ayscue
D2284B46BB6D4C0...

Witness Signature: _____

Susannah Ayscue

Witness Name (printed): _____

DocuSigned by:
Elena Petrossian
2409398760914C5...

Witness Signature: _____

Elena Petrossian

Witness Name (printed): _____

DocuSigned by:
Nicholas Minutolo
Signature: 2AB24D88E9CC4C8...
Nicholas G. Minutolo

Date: 6/15/2021

DocuSigned by:
Susannah Ayscue
Witness Signature: D2284B46BB6D4C0...
Susannah Ayscue

Witness Name (printed): _____

DocuSigned by:
Elena Petrossian
Witness Signature: 2409398760914C5...
Elena Petrossian

Witness Name (printed): _____

DocuSigned by:
Nicholas R. Anderson
Signature: _____
A6B8AE4C7FE4B2...

Date: 6/15/2021

Nicholas R. Anderson

DocuSigned by:
Susannah Ayscue
Witness Signature: _____
D22B4B46BB6D4C0...

Witness Name (printed): Susannah Ayscue

DocuSigned by:
Elena Petrossian
Witness Signature: _____
2409398760914C5...

Witness Name (printed): Elena Petrossian

The ASSIGNEE hereby acknowledges and accepts the foregoing assignment.

The undersigned (whose title is supplied below) is authorized to act on behalf of the

ASSIGNEE

DocuSigned by:

Tom Wilton

Signature:

82C3DEABB1BB432...

Date: 6/17/2021

Name (printed):

Tom Wilton

Title (printed):

CBO