

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7874608

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT
RESUBMIT DOCUMENT ID:	507746547
CONVEYING PARTY DATA	
Name	Execution Date
CHRIS GIBSON	02/11/2019
BLAKE C. BORGESON	02/11/2019
MASON L. VICTORS	02/11/2019
DAVID HEALEY	02/12/2019
IAN QUIGLEY	02/18/2019
RONALD WAKIM ALFA	04/12/2021
RECEIVING PARTY DATA	
Name:	RECURSION PHARMACEUTICALS, INC.
Street Address:	41 S. RIO GRANDE STREET
City:	SALT LAKE CITY
State/Country:	UTAH
Postal Code:	84101
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17866676
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	paralegal@blackhillsip.com
Correspondent Name:	MORRIS PATENT LAW, P.C., L.L.O
Address Line 1:	450 TERRIE ROAD
Address Line 4:	AURORA, NEBRASKA 68818
ATTORNEY DOCKET NUMBER:	R2018-5002-CON1
NAME OF SUBMITTER:	TRACY J. KIMMEL
SIGNATURE:	/Tracy J. Kimmel/
DATE SIGNED:	03/30/2023
Total Attachments: 6	

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ASSIGNMENT-STATEMENT
Under 37 CFR 1.63 and 35 U.S.C. 115**TITLE OF THE INVENTION: SYSTEMS AND METHODS FOR HIGH THROUGHPUT COMPOUND LIBRARY CREATION**

As the below named inventor(s), I/We hereby declare that:

This Assignment-Statement is directed to:

- ☐ The application as filed, or
☒ United States Patent Application or PCT No. 16/190,946 filed on November 14, 2018.

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

I/We believe that I am/we are the original inventor(s) of a claimed invention in the application.

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

WHEREAS, the undersigned, (1) **Chris GIBSON**, resident of **Salt Lake City, UT**, and (2) **Blake C. BORGESON**, resident of **Berkeley, CA**, and (3) **Mason L. VICTORS**, resident of **Sandy, UT**, and (4) **David HEALEY**, resident of **Provo, UT**, and (5) **Ian QUIGLEY**, resident of **Salt Lake City, UT** hereinafter termed "Inventor(s)", respectively, have invented certain new and useful improvements in ***SYSTEMS AND METHODS FOR HIGH THROUGHPUT COMPOUND LIBRARY CREATION*** and executed therefore an application for Letters Patent of the United States and

WHEREAS, **Recursion Pharmaceuticals, Inc.**, a corporation, having a place of business at **630 South Komas Drive, Suite 300, Salt Lake City, UT 84108**, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventor(s) (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) does/do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and

every reissue or extensions of any of said patents.

2. Said Inventor(s) do hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

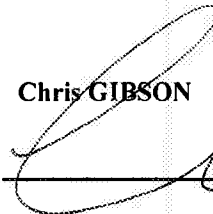
4. Said Inventor(s) does/do hereby individually/jointly and severally warrant and represent that he/she/they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Said Inventor(s) has/have executed and delivered this instrument to said Assignee as follows:

Date:

February 11, 2019

(1) **Chris GIBSON**



Date:

(2) **Blake C. BORGESON**

every reissue or extensions of any of said patents.

2. Said Inventor(s) do hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) does/do hereby individually/jointly and severally warrant and represent that he/she/they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Said Inventor(s) has/have executed and delivered this instrument to said Assignee as follows:

(1) **Chris GIBSON**

Date: _____

(2) **Blake C. BORGESON**

Date: Feb 11, 2019

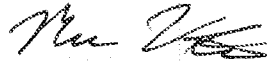
PATENT

Application No. 16/190,946
Attorney Docket No. 118623-5002-US

Date:

2019-02-11

(3) **Mason L. VICTORS**



Date:

(4) **David HEALEY**

Date:

18 FEB 2019

(5) **Ian QUIGLEY**



PATENT

Application No. 16/190,946
Attorney Docket No. 118623-5002-US

(3) **Mason L. VICTORS**

Date:

(4) **David HEALEY**

Date:

12 Feb 2019

(5) **Ian QUIGLEY**

Date:

**COMBINED DECLARATION AND ASSIGNMENT (37 CFR 1.63) FOR UTILITY OR
DESIGN APPLICATION USING AN APPLICATION DATA SHEET (37 CFR 1.76)**

Submitted for dual purpose of recording an assignment.



A copy of this assignment will be submitted separately to the Recording Branch.

Title of Invention	SYSTEMS AND METHODS FOR HIGH THROUGHPUT COMPOUND LIBRARY CREATION	Attorney Docket No. R2018-5002
		Client Reference No.

As the below named inventor, I hereby declare that:

This declaration
is directed to:

The attached application, or

United States application or PCT international application number 16/190,946filed on 11/14/2018

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 hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above; and

I hereby acknowledge the duty to disclose information that is material to patentability as defined in Title 37, Code of Federal Regulations, Section 1.56.

ASSIGNMENT OF RIGHTS IN PATENT APPLICATION

Assignee(s):

RECURSION PHARMACEUTICALS, INC.
41 S. Rio Grande Street, Salt Lake City, UT 84101

I, the undersigned hereby sell, assign, and transfer to the above-identified Assignee(s), in furtherance of my obligations to the Assignee(s) and its subsidiaries and affiliates, and do hereby assign and transfer unto said Assignee(s), its successors and assigns, the entire right, title and interest, including the right of priority, in the invention, to and under an application for Letters Patent of the United States, and the invention(s) and improvement(s) set forth therein, and any and all continuations, continuations-in-part (C-I-P's), divisionals, Utility Application (or Utility Applications) corresponding to a provisional application and renewals of and substitutes for said application for said Letters Patent, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefore; and any reissues, or reexaminations, or extensions of said Letters Patent. I additionally authorize the Assignee(s) to file applications in my name for Letters Patent in any country, to be held and enjoyed by the Assignee(s), its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by me had this assignment, and transfer not been made; AND I hereby covenant that I have full right to convey the entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict herewith, and I further covenant and agree that I will, each time a request is made, and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said invention(s) or improvement(s), said application and said Letters Patent, to the Assignee(s), its successors, assigns, nominees or legal representatives, and I agree to communicate to the Assignee(s), or to its nominee, all known facts respecting said invention(s) or improvement(s), said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisionals, continuations, C-I-P's, reissue and foreign applications, to make all rightful oaths and declarations, and generally to do everything possible to aid the Assignee(s), its successors, assigns, nominees and legal representatives to obtain and enforce, for its or their own benefit, proper patent protection for said invention(s) or improvement(s) in any and all countries provided the expenses which may be incurred by me in lending such cooperation and assistance are paid by the Assignee(s); AND I hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to the Assignee(s), as assignee of the entire right, title and interest, any and all Letters Patent for said invention(s) or improvement(s), including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Upon being duly cautioned, I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true and further that false statements and the like so made are punishable by fine, imprisonment or both under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the patent application and any patent issuing therefrom.

LEGAL NAME OF INVENTOR AND ASSIGNOR:Inventor: Ronald Wakim Alfa

DocuSigned by:

Ronald Wakim AlfaDate: 12-Apr-2021 | 16:29 PDT

Signature: _____

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Note: An application data sheet (PTO/AIA/14 or equivalent), including naming the entire ir
Use an additional form for each additional inventor.

PATENT**RECORDED: 02/13/2023****REEL: 063142 FRAME: 0700**