

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7899180

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MITOTECH S.A.	10/13/2022
RECEIVING PARTY DATA	
Name:	ESSEX BIO-INVESTMENT LIMITED
Street Address:	ROOM 2818, CHINA MERCHANTS TOWER
Internal Address:	SHUN TAK CENTRE, 168-200 CONNAUGHT ROAD CENTRAL
City:	HONG KONG
State/Country:	HONG KONG
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9724313
Patent Number:	10213392
CORRESPONDENCE DATA	
Fax Number:	(206)623-6793
<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:	206-467-9600
Email:	mkoons@kilpatricktownsend.com
Correspondent Name:	KILPATRICK TOWNSEND & STOCKTON LLP
Address Line 1:	1420 FIFTH AVENUE
Address Line 2:	SUITE 3700
Address Line 4:	SEATTLE, WASHINGTON 98101
ATTORNEY DOCKET NUMBER:	110427-1383030
NAME OF SUBMITTER:	MARIEL KOONS
SIGNATURE:	/Mariel Koons/
DATE SIGNED:	04/13/2023
Total Attachments: 18	
source=22.10.13 - Essex-Mitotech - R-Assignment#page1.tif	
source=22.10.13 - Essex-Mitotech - R-Assignment#page2.tif	
source=22.10.13 - Essex-Mitotech - R-Assignment#page3.tif	
source=22.10.13 - Essex-Mitotech - R-Assignment#page4.tif	

source=22.10.13 - Essex-Mitotech - R-Assignment#page5.tif
source=22.10.13 - Essex-Mitotech - R-Assignment#page6.tif
source=22.10.13 - Essex-Mitotech - R-Assignment#page7.tif
source=22.10.13 - Essex-Mitotech - R-Assignment#page8.tif
source=22.10.13 - Essex-Mitotech - R-Assignment#page9.tif
source=22.10.13 - Essex-Mitotech - R-Assignment#page10.tif
source=22.10.13 - Essex-Mitotech - R-Assignment#page11.tif
source=22.10.13 - Essex-Mitotech - R-Assignment#page12.tif
source=22.10.13 - Essex-Mitotech - R-Assignment#page13.tif
source=22.10.13 - Essex-Mitotech - R-Assignment#page14.tif
source=22.10.13 - Essex-Mitotech - R-Assignment#page15.tif
source=22.10.13 - Essex-Mitotech - R-Assignment#page16.tif
source=22.10.13 - Essex-Mitotech - R-Assignment#page17.tif
source=22.10.13 - Essex-Mitotech - R-Assignment#page18.tif

EXECUTION VERSION

PATENT ASSIGNMENT DEED

THIS PATENT ASSIGNMENT DEED (this "Deed") is effective as of 13 October 2022 (the "Effective Date") and made

BETWEEN:

- (1) **MITOTECH S.A.**, a company incorporated in Luxembourg, with a principal place of business at 42 rue de la Vallee, L-2661, Luxembourg (the "Assignor"); and
- (2) **ESSEX BIO-INVESTMENT LIMITED**, a company incorporated in the British Virgin Islands, with offices at Room 2818, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong (the "Assignee"),

each a "Party", and together the "Parties", to this Deed.

BACKGROUND

- (A) The Assignor is the legal and beneficial owner of the Assigned Intellectual Property.
- (B) The Assignor has agreed to assign the Assigned Intellectual Property to the Assignee upon the terms of this Deed.

IT IS HEREBY AGREED as follows:

1. **INTERPRETATION**

1.1 **Definitions**

In this Deed, unless the context otherwise requires, the following words and expressions have the following meanings:

"Assigned Intellectual Property" means the Patents [REDACTED].

"Business Day" means any day, other than a Saturday, a Sunday, or a public holiday, on which banks are open for business in Hong Kong.

[REDACTED]

[REDACTED]

[REDACTED]

"Encumbrance" means any mortgage, charge, pledge, lien, claim, assignment, or any other priority or security interest, arrangement, encumbrance, restriction, and/or

EXECUTION VERSION

limitation of whatsoever nature other than the licenses set forth in the PRC Licence and licences and payment obligations under the Ophthalmology Licence.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“Intellectual Property Rights” means any and all intellectual property rights including, without limitation, all of the following, and all rights in, arising out of, or associated therewith (in each case, whether registered or not): (i) patents; (ii) trade secrets, ideas, concepts, inventions, discoveries, developments, devices, methods, and processes (in each case, whether or not patentable); (iii) trade marks, service marks, business names and trade names, and any goodwill therein; (iv) rights in any designs; (v) copyright, software, source codes, object codes, specifications, and other works of authorship, databases and database rights; (vi) any and all other intellectual property rights, and related documentation with respect to all of the foregoing; (vii) any and all registrations of, or applications to register, or any rights to register or apply to register, any of the foregoing; and/or (viii) any similar or analogous rights anywhere in the world.

[REDACTED]

[REDACTED]

“Invention” means the invention claimed in, and disclosed by, the Patents.

“Ophthalmology Licence” means the patent and know-how licence agreement between the Assignor and Assignee dated on or around the Effective Date.

[REDACTED]

“Patents” means the patents as set out in Schedule 1.

“PRC Licence” means the licence agreement between the Assignor and Zhuhai Essex Bio-Pharmaceutical Company Limited, dated 18 July 2018, as amended by the First Supplementary Agreement dated 22 October 2021, and as novated by agreement on or around the Effective Date (the “Novation”).

[REDACTED]

“Representative” means any director, officer, employee, representative, adviser, and/or agent of a Party.

[REDACTED]

[REDACTED]

“Trust” has the meaning given to it in Clause 2.5.

EXECUTION VERSION

1.2 Construction

In this Deed, where the context admits:

- (A) references to “this Deed” are references to this deed and such other agreement or document duly executed by the Parties as may amend, vary, supplement, modify, or novate this Deed from time to time;
- (B) references to “Clauses” and “Schedules” in this Deed are references to the clauses and schedules of and to this Deed, and each Schedule has effect as if set out in this Deed;
- (C) the headings and sub-headings in this Deed are inserted for convenience only and do not affect the construction of this Deed;
- (D) references to, or to any provision of, “Laws” are references to any treaty, legislation, ordinance, statute, directive, regulation, judgement, decision, decree, order, instrument, by-law, or any other law of, or having effect in, the relevant jurisdiction and shall be construed also as references to all other Laws made under the Law referred to, and to all such Laws as amended, re-enacted, consolidated or replaced, or as their application is modified by other Laws from time to time, and whether before, on or after the Effective Date of this Deed;
- (E) the singular includes the plural and vice versa, references to the masculine, feminine, and the neuter include all such genders, and words denoting persons include natural persons, bodies corporate, unincorporated associations, and partnerships;
- (F) references to any Party includes its successors and permitted assigns; and
- (G) references to “including” and “includes” are illustrative, and none of them limit the sense of the words preceding it and each of them are deemed to incorporate the expression “without limitation”.

2. ASSIGNMENT [REDACTED]

2.1 The Assignor hereby irrevocably assigns to the Assignee, free from any Encumbrance, all rights, title, and interest in and to the Assigned Intellectual Property, throughout the world, to the fullest extent permitted by applicable Laws including, without limitation:

- (A) all rights, powers, privileges, and/or immunities conferred on the Assignor with respect to the Assigned Intellectual Property;
- (B) the right to bring, make, oppose, defend, and/or appeal any proceedings, claims, or actions, and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of the Patents (or other acts within the scope of the claims of the Patents) whether occurring before, on or after the Effective Date; and
- (C) all rights to any continuations, continuations in part, divisions, extensions, amendments, conversions, re-issues, re-examinations, renewals, or restorations of the Patents.

EXECUTION VERSION

2.2 The Assignor shall promptly do all such things as may be reasonably requested by the Assignee to:

- (A) to perfect or confirm the Assignee's ownership of the Assigned Intellectual Property;
- (B) (as and when applicable) to ensure that the Assignee is registered as the registered proprietor of the Patents with the relevant authorities (including, without limitation: (i) executing and/or delivering any and all assignments, evidence, or authorisations (including any short form/confirmatory licences and/or assignment agreements/deeds, and/or power of attorneys) as may be required by applicable Laws of applicable jurisdictions to effect or formalise the assignment and transfer of the Assigned Intellectual Property; and (ii) reasonably assisting the Assignee to record the assignment and transfer of the Assigned Intellectual Property at the relevant government registration offices/authorities in the name of the Assignee); and
- (C) at the Assignee's reasonable request and expense, to provide, at the request of the Assignee, any and all reasonable assistance to the Assignee and/or its affiliates to the extent necessary to enable Assignee to: (i) take Actions against third parties in respect of any infringement, or alleged infringement, of any of the Patents; and (ii) defend any Actions brought by any third parties in relation to the use of any of the Patents by the Assignee and/or its affiliates, in each case limited to provision of documentary evidence and testimony; and
- (D) to give the Assignee the full benefit of this Deed.

2.4 Promptly following the Effective Date, the Assignor shall deliver up to the Assignee the following items:

- (A) any original (or, if not available, then electronic versions of) registration documents (as applicable) in relation to the Patents;
- (B) originals (or, if not available, then copies) of all documents concerning all previous transfers of ownership of the Patents (as applicable) [REDACTED]

[REDACTED]

2.5 **Trust** [REDACTED]. The Parties acknowledge that, due to the operation of applicable Laws in certain jurisdictions, the assignment and transfer of the rights, title, and interest in and to the Patents may not be effective or completed upon the Effective Date. Pending the rights, title, and interest in and to the Patents vesting in the Assignee pursuant to the assignment in Clause 2.1 and in accordance with applicable Laws (with respect to each Patent, the "Assignment Date"), the Assignor shall hold the Patents on trust, without any consideration or remuneration, for the benefit of the Assignee as beneficiary for the purposes of using, managing, and maintaining the Patents, and protecting, enforcing, and defending the rights, title, and interest in or to Patents, in each case only as instructed or directed by the Assignee in its sole and absolute discretion and at the Assignee's expense (the "Trust"). [REDACTED]

[REDACTED]

EXECUTION VERSION

[REDACTED]

2.6 Notwithstanding any operation of Laws which provides that the assignment and transfer of the rights, title, and interest in and to the Patents is not effective or completed upon the Effective Date, the Assignor acknowledges and agrees that, on and from the Effective Date, as between the Assignor and the Assignee:

(A) the Assignor has relinquished any and all such rights, title, and interest in and to the Patents as if such assignment and transfer was effective and completed on and from the Effective Date;

(B) the Assignee is the sole and exclusive owner of all rights, title, and interest in and to the Patents [REDACTED];

(C) the Assignee is entitled to use, exploit, or otherwise deal with the Patents in its sole and absolute discretion, including carrying on its business or conducting activities involving, relating to, or in connection with, the Patents, deriving and receiving income and revenue therefrom, and entering into contracts or arrangements with third parties involving, relating to, or in connection with, the Patents.

2.7 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. PAYMENT

3.1 The Assignee shall pay to the Assignor the sum of [REDACTED] US Dollars [REDACTED] within five (5) Business Days of the Assignee's receipt of an invoice for such sum from the Assignor.

[REDACTED]

[REDACTED]

[REDACTED]

4. INTELLECTUAL PROPERTY

4.1 Except as expressly provided under the Ophthalmology Licence, from and after the Effective Date, the Assignor shall not represent that it has any right, title, and/or interest in or to the Assigned Intellectual Property, or assert any proprietary interest therein.

4.2 Except as expressly provided under the Ophthalmology Licence, from and after the Assignment Date, the Assignor shall have no further right, title, and/or interest in or to the applicable Assigned Intellectual Property.

4.3 Except as explicitly set forth in this Deed, neither Party grants any rights or licence under any Intellectual Property Rights to the other Party, express or implied, whether by implication, estoppel, or otherwise.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. **REPRESENTATIONS AND WARRANTIES**

6.1 The Assignor represents and warrants to the Assignee, as of the Effective Date, that:

- (A) it has the right to enter into this Deed, to assign and transfer all rights, title and interest in and to the Assigned Intellectual Property, and to perform its obligations under this Deed without conflict with, or prejudice to, any other obligations to any third parties;
- (B) it is the sole legal and beneficial owner of, and owns all rights and interests in and to, the Assigned Intellectual Property assigned under this Deed, and all such Assigned Intellectual Property are free from any Encumbrance;
- (C) the list of Patents in Schedule 1 is true, accurate, and complete with respect to all of its patents solely related to the Field of Use;

[REDACTED]

- (E) ownership of the Patents (including previous assignments and transfers thereof, if any) has been duly, validly, and timely filed and recorded with and at the respective competent patent offices or authorities;
- (F) it has not licensed, assigned, or transferred the rights, title and interest in and to the Assigned Intellectual Property, except to the Assignee or its affiliates;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. **MISCELLANEOUS**

8.1 **Entire agreement.** This Deed, together with the Ophthalmology Licence, constitutes the entire agreement between the Parties relating to its subject matter, and supersedes and extinguishes any and all previous drafts, agreements, promises, assurances, undertakings, understandings, and arrangements between them of any nature, whether written or oral, relating to such subject matter, other than the PRC Licence, which shall remain in effect until the Assignment Date with respect to the PRC Patents (and shall thereafter be subject to the Novation).

8.2 **No variation.** The terms of this Deed may not be varied or modified except by an express agreement in writing signed by both Parties.

[REDACTED]

[REDACTED]

8.5 **Notices.**

(A) Any notice or other communication required to be given to a Party under, or in connection with, this Deed shall be in writing in the English language and sent to such Party at the address set out in Clause 8.5(B) (or as otherwise notified in writing by such Party from time to time in accordance with this Clause 8.5) and shall be deemed delivered if delivered by:

- (i) hand, on the date of actual delivery;
- (ii) registered mail or recognised international courier, on the recorded date of receipt; or

[REDACTED]

8.9 **Further Assurance.** At the reasonable request of either Party, the other Party shall promptly execute all such documents, and perform all such acts as may be reasonably required to give the full and intended effect to the assignment of the Assigned Intellectual Property according to this Deed (the "Further Actions"). If the Assignor does not perform its obligations under the immediately preceding sentence following thirty (30) days written notice from Assignee (the "Notice Period"), then, effective from and after the expiration of the Notice Period, Assignor hereby appoints the Assignee (or any person, entity, organisation, or corporation duly authorised by the Assignee in writing, or any assignee or licensee of the Assignee) its irrevocable attorney-in-fact with the right, but not the obligation, to perform such Further Actions in the name of, and on behalf of, the Assignor, which appointment is be deemed to be a power coupled with an interest and, following expiration of the Notice Period, is irrevocable.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8.15 Governing law and jurisdiction.

- (A) This Deed, and any disputes, controversies, differences, or claims arising out of, relating to or in connection with, this Deed, including (without limitation) the formation, existence, validity, interpretation, performance, breach, or termination thereof, or any dispute regarding non-contractual obligations arising out of, or relating to, any of them or this Deed (each, a “Dispute”), are, and will be, governed by, and construed in accordance with, the Laws of England and Wales without regard to its conflicts of laws rules.

- (B) In the event of any Dispute, such Dispute must, at the request of a Party, be referred to and finally resolved by arbitration in London, England, and administered under the Rules of Arbitration of the International Chamber of Commerce without regard to its conflicts of laws rules (the “Rules”). The law of the arbitration will be the Laws of England and Wales. The seat of the arbitration shall be London, England. The arbitration proceedings must be conducted in English and all documents will be translated into English. The arbitration shall be confidential. The number of arbitrators shall be three (3). One arbitrator shall be appointed by the Assignee, one arbitrator shall be appointed by the Assignor, and the third arbitrator appointed by the Party-appointed arbitrators. The Party-appointed arbitrators shall select the chairperson/president. Any decision or award of the arbitral tribunal will be final and binding upon the Parties to the arbitration proceedings.

- (A) Nothing in Clause 8.15(B) prevents the either Party from seeking the remedies of injunction (including interim/interlocutory injunctions), specific performance, or other equitable relief for any threatened or actual breach of the terms of this Deed from any court of competent jurisdiction, and any such request will not be deemed or construed as incompatible with the agreement to arbitrate under Clause 8.15(B). For avoidance of doubt, the arbitral tribunal has the authority and power to grant interim measures, including (without limitation) injunctive relief, whether in the form of an award or in another form.

[SIGNATURE PAGE FOLLOWS AFTER SCHEDULES]

EXECUTION VERSION

SCHEDULE 1: PATENTS

Patent no. and title of invention	Country	Filing date	Registered proprietor	Status
US9,724,313 Title: PHARMACEUTICAL COMPOSITION FOR USE IN MEDICAL AND VETERINARY OPHTHALMOLOGY	USA	09.12.2011	Mitotech S.A.	- Granted
CA2764481 Title: PHARMACEUTICAL COMPOSITION FOR USE IN MEDICAL AND VETERINARY OPHTHALMOLOGY	Canada	10.06.2009	Mitotech S.A.	- Granted - Priority application of US 9,724,313
EP2441453 Title: PHARMACEUTICAL COMPOSITION FOR USE IN MEDICAL AND VETERINARY OPHTHALMOLOGY	EU	10.06.2009	Mitotech S.A.	- Granted - Priority application of US 9,724,313
JP5659388 Title: PHARMACEUTICAL COMPOSITION FOR USE IN MEDICAL AND VETERINARY OPHTHALMOLOGY	Japan	10.06.2009	Mitotech S.A.	- Granted - Priority application of US 9,724,313
MX328974 Title: PHARMACEUTICAL COMPOSITION FOR USE IN MEDICAL AND VETERINARY OPHTHALMOLOGY	Mexico	10.06.2009	Mitotech S.A.	- Granted - Priority application of US 9,724,313

EXECUTION VERSION

Patent no. and title of invention	Country	Filing date	Registered proprietor	Status
Title: PHARMACEUTICAL COMPOSITION FOR USE IN MEDICAL AND VETERINARY OPHTHALMOLOGY				
CN102548548(B) Title: PHARMACEUTICAL COMPOSITION FOR USE IN MEDICAL AND VETERINARY OPHTHALMOLOGY	People's Republic of China	10.06.2009	Mitotech S.A.	- Published on 16 December 2010 - Granted 09 January 2017 - Priority application of US 9,724,313
KR101478728 Title: PHARMACEUTICAL COMPOSITION FOR USE IN MEDICAL AND VETERINARY OPHTHALMOLOGY	South Korea	10.06.2009	Mitotech S.A.	- Granted - Priority application of US 9,724,313
US10,213,392 Title: PHARMACEUTICAL COMPOSITION FOR USE IN MEDICAL AND VETERINARY OPHTHALMOLOGY	USA	12.07.2017	Mitotech S.A.	- Granted - Divisional patent of US9,724,313
CN1077362157 Title: PHARMACEUTICAL COMPOSITION FOR USE IN MEDICAL AND VETERINARY OPHTHALMOLOGY	People's Republic of China	10.06.2009	Mitotech S.A.	- Granted - Priority application of US10,213,392

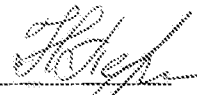
PATENT

REEL: 063312 FRAME: 0589

EXECUTION VERSION

AS WITNESS WHEREOF, the Parties have executed and delivered this Deed as a deed.

EXECUTED AND DELIVERED AS A DEED)
by its duly authorised representative)
for and on behalf of)
MITOTECH S.A.)
Name: Natalia Perekhvatova)
Title: CEO / Director)

Signed: 
13.10.2022

EXECUTED AND DELIVERED AS A DEED)
by its duly authorised representatives)
for and on behalf of)
ESSEX BIO-INVESTMENT LIMITED)
Name: Patrick Ngiam)
Title: Director)
and)
Name: Malcolm Ngiam)
Title: President)

Signed: _____
Signed: _____

[SIGNATURE PAGE TO PATENT ASSIGNMENT DEED]

EXECUTION VERSION

AS WITNESS WHEREOF, the Parties have executed and delivered this Deed as a deed.

EXECUTED AND DELIVERED AS A DEED)
by its duly authorised representative)
for and on behalf of)
MITOTECH S.A.)
Name: Natalia Perekhvatova)
Title: CEO / Director)

Signed: _____

EXECUTED AND DELIVERED AS A DEED)
by its duly authorised representatives)
for and on behalf of)
ESSEX BIO-INVESTMENT LIMITED)
Name: Patrick Ngiam)
Title: Director)
and)
Name: Malcolm Ngiam)
Title: President)

Signed: 

Signed: 