

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7906087

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	METACRINE, INC.	03/10/2023
RECEIVING PARTY DATA		
Name:	ORGANOVO, INC.	
Street Address:	11555 SORRENTO VALLEY RD., STE.100	
City:	SAN DIEGO	
State/Country:	CALIFORNIA	
Postal Code:	92121	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Application Number:	62219430	
Application Number:	15758707	
Application Number:	16872985	
Application Number:	17532618	
Application Number:	17811255	
Application Number:	18156069	
CORRESPONDENCE DATA		
Fax Number:	(866)974-7329	
<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:	650-493-9300	
Email:	patentdocket@wsgr.com, ljayme@wsgr.com	
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI	
Address Line 1:	650 PAGE MILL ROAD	
Address Line 4:	PALO ALTO, CALIFORNIA 94304-1050	
ATTORNEY DOCKET NUMBER:	37846-808_6US	
NAME OF SUBMITTER:	LEA R. JAYME	
SIGNATURE:	/Lea R. Jayme/	
DATE SIGNED:	04/18/2023	
Total Attachments: 8		

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CONFIRMATORY PATENT ASSIGNMENT

I, Michael York, confirm that I, acting on behalf of METACRINE, INC., a Delaware corporation (the "Assignor") assigned, transferred, conveyed, and delivered to ORGANOVO, INC., a Delaware corporation (the "Assignee") all of the Assignor's right, title and interest in and throughout the United States of America, its territories and all foreign countries, in, to and under all of its issued patents and patent applications listed on Schedule A hereto, as outlined in the Patent Assignment of Exhibit B of the Asset Purchase Agreement dated March 10, 2023, including all reissues, divisionals, continuations, continuations-in-part, revisions, reexaminations, extensions and counterparts (whether foreign or domestic) claiming priority to or based on any of the foregoing items, together with all patents issuing therefrom, all inventions and improvements claimed or described in any of the foregoing, all rights to collect royalties, products and proceeds in connection with any of the foregoing (collectively, the "Assigned Patents"), and all rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing and all rights to recover damages (including attorney's fees and expenses) or lost profits in connection therewith.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Asset Purchase Agreement and the Patent Assignment dated March 10, 2023, and for other good and valuable consideration, the receipt and sufficiency of which was acknowledged in the Patent Assignment of Exhibit B of the Asset Purchase Agreement dated March 10, 2023, and is hereby acknowledged, the parties hereto agree as follows:

1. **Recordation.** The Assignor hereby requests the United States Patent and Trademark Office Commissioner for Patents and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) to record the Assignee as the assignee and owner of the Assigned Patents. The Assignor further authorizes the respective patent office or governmental agency in each other jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Assigned Patents in the name of the Assignee, as the assignee to the entire interest therein, it being understood that any expense in connection with the execution of such recordation shall be borne by the Assignee.

2. Information and Assistance.

2.1 Upon the Assignee's reasonable request and without further compensation, the Assignor shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by the Patent Assignment of Exhibit B of the Asset Purchase Agreement dated March 10, 2023 and this Confirmatory Patent Assignment.

2.2 If the Assignor fails to timely comply with Section 2.1 (regardless of fault) and the Assignee is therefore unable to secure the Assignor's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Assigned Patents as provided under this Assignment, the Assignor hereby irrevocably designates and appoints the Assignee and the Assignee's duly authorized officers and agents as the Assignor's agents and attorneys-in-fact to act for and on the Assignor's behalf solely for the purpose of taking all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under such Assigned Patents, all with the same legal force and effect as if executed by the Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

3. **Successors and Assigns.** This Confirmatory Patent Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any

person, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

4. Counterparts. This Confirmatory Patent Assignment may be executed and delivered (including by facsimile or electronic transmission) in two or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

5. Section Headings. The section headings contained in this Confirmatory Patent Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Confirmatory Patent Assignment.

6. Asset Purchase Agreement Controls. This Confirmatory Patent Assignment and the Patent Assignment dated March 10, 2023 are provided pursuant to the Asset Purchase Agreement dated March 10, 2023, to which reference is made for a further statement of the rights and obligations of the Assignor and the Assignee with respect to the Assigned Patents. Nothing contained in this Confirmatory Patent Assignment shall be deemed to modify, supersede, enlarge, limit or affect the rights of any person under the Asset Purchase Agreement. If any provision of this Confirmatory Patent Assignment is inconsistent or conflicts with the Asset Purchase Agreement dated March 10, 2023, the Asset Purchase Agreement shall control.

7. Governing Law. THIS CONFIRMATORY PATENT ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE OTHER THAN CONFLICT OF LAWS PRINCIPLES THEREOF DIRECTING THE APPLICATION OF ANY LAW OTHER THAN THAT OF DELAWARE. COURTS WITHIN THE STATE OF DELAWARE WILL HAVE JURISDICTION OVER ALL DISPUTES BETWEEN THE PARTIES HERETO ARISING OUT OF OR RELATING TO THIS ASSIGNMENT AND THE AGREEMENTS, INSTRUMENTS AND DOCUMENTS CONTEMPLATED HEREBY. THE PARTIES HEREBY CONSENT TO AND AGREE TO SUBMIT TO THE JURISDICTION OF SUCH COURTS. EACH OF THE PARTIES HERETO WAIVES, AND AGREES NOT TO ASSERT IN ANY SUCH DISPUTE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (I) SUCH PARTY IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, (II) SUCH PARTY AND SUCH PARTY'S PROPERTY IS IMMUNE FROM ANY LEGAL PROCESS ISSUED BY SUCH COURTS OR (III) ANY LITIGATION COMMENCED IN SUCH COURTS IS BROUGHT IN AN INCONVENIENT FORUM.

[Signatures appear on next page]

IN WITNESS WHEREOF, the undersigned have caused this Confirmatory Patent Assignment to be executed, effective as of the date first written above.

ASSIGNOR:

Metacrine, Inc.

By: 

Name: Michael York

Title: Chief Business Officer

Acknowledged and Accepted:

ASSIGNEE:

Organovo, Inc.

By: 

Name: Keith Murphy

Title: President

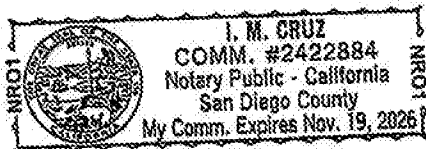
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF California : ss.:
CITY/COUNTY OF San Diego)

I, J.M. Cruz, the undersigned Notary Public do hereby certify that
Michael York, as Chief Business Officer of _____, a
_____, who signed the foregoing Assignment document, was authorized on the 10 day of April 2023 to
execute the foregoing Assignment document on behalf of _____, and to me acknowledged that he/she
did sign the said document.

[Signature]
Notary Public



NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF _____ : ss.:
CITY/COUNTY OF _____)

I, _____, the undersigned Notary Public do hereby certify that
_____, as _____ of _____, a
_____, who signed the foregoing Assignment document, was authorized on the _____ day of _____, to
execute the foregoing Assignment document on behalf of _____, and to me acknowledged that he/she
did sign the said document.

Notary Public

SEE ATTACHED SHEET
4/12/23
28

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

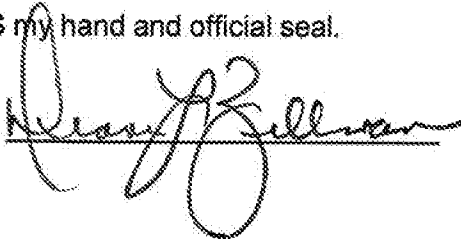
State of California)
) ss.
County of San Diego)

On April 12, 2023, before me, Deann L. Zellmann, Notary Public, personally appeared Keith Murphy, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

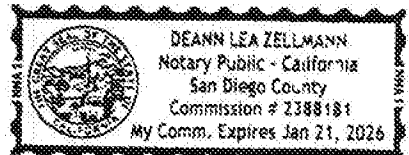
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



SCHEDULE A TO CONFIRMATORY PATENT ASSIGNMENT

Country	Case Type	Status	Application No.	Filing Date	Patent No.	Issue Date	Title
AU	PCT	Granted	2016323992	16-Sep-2016	2016323992	26-Aug-2021	FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
BR	PCT	Pending	1120180051799	16-Sep-2016			FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
CA	PCT	Pending	2,998,493	16-Sep-2016			FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
CN	PCT	Granted	201680066917.9	16-Sep-2016	ZL201680066917.9	28-Dec-2021	FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
EA	PCT	Granted	201890725	16-Sep-2016	040003	08-Apr-2022	FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
EP	PCT	Pending	16847452.6	16-Sep-2016			FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
HK	REP	Pending	19100126.6	16-Sep-2016			FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
IL	PCT	Granted	258011	16-Sep-2016	258011	02-Jan-2023	FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
IN	PCT	Granted	201817010231	16-Sep-2016	380510	28-Oct-2021	FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
JP	PCT	Granted	2018-534463	16-Sep-2016	6905530	29-Jun-2021	FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
KR	PCT	Pending	10-2018-7009912	16-Sep-2016			FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
MX	PCT	Granted	MX/a/2018/003368	16-Sep-2016	386752	01-Oct-2021	FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
PH	PCT	Pending	1-2018-500586	16-Sep-2016			FARNESOID X RECEPTOR

SCHEDULE A TO CONFIRMATORY PATENT ASSIGNMENT

Country	Case Type	Status	Application No.	Filing Date	Patent No.	Issue Date	Title
							AGONISTS AND USES THEREOF
SG	PCT	Abandoned	11201802162U	16-Sep-2016			FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
SG	DIV	Pending	10202110242Y	16-Sep-2016			FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
US	PRO	Expired	62/219,430	16-Sep-2015			FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
US	PCT	Issued	15/758,707	08-Mar-2018	10,703,712	07-Jul-2020	FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
US	CON	Issued	16/872,985	12-May-2020	11,214,538	04-Jan-2022	FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
US	CON	Abandoned	17/532,618	22-Nov-2021			FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
US	CON	Abandoned	17/811,255	07-Jul-2022			FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
US	CON	Pending	18/156,069	18-Jan-2023			FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
WO	ORD	30 Mo Done	PCT/US2016/052270	16-Sep-2016			FARNESOID X RECEPTOR AGONISTS AND USES THEREOF
ZA	PCT	Granted	2018/01750	16-Sep-2016	2018/01750	28-Sep-2022	FARNESOID X RECEPTOR AGONISTS AND USES THEREOF