

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7925381

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
QUINCE THERAPEUTICS, INC.	01/27/2023

**RECEIVING PARTY DATA**

<b>Name:</b>	LIGHTHOUSE PHARMACEUTICALS, INC.
<b>Street Address:</b>	5214F DIAMOND HEIGHTS BOULEVARD, #3470
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94131

**PROPERTY NUMBERS Total: 23**

Property Type	Number
Application Number:	62060483
PCT Number:	US2015054050
Application Number:	14875416
Application Number:	15683348
Application Number:	15996660
Application Number:	16399821
Application Number:	16866022
Application Number:	62253039
Application Number:	62338924
PCT Number:	US2016061197
Application Number:	15975490
Application Number:	62395938
PCT Number:	US2017051912
Application Number:	16353786
Application Number:	16899376
Application Number:	17740260
Application Number:	62459456
Application Number:	62504442
Application Number:	62504480
PCT Number:	US2018032139

PATENT

Property Type	Number
Application Number:	16678700
Application Number:	63082305
PCT Number:	US2021051564

**CORRESPONDENCE DATA**

**Fax Number:** (925)472-8895

*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.*

**Phone:** 9254725000

**Email:** jluna@kilpatricktownsend.com

**Correspondent Name:** EUGENIA GARRETT-WACKOWSKI

**Address Line 1:** KILPATRICK TOWNSEND & STOCKTON LLP

**Address Line 2:** TWO EMBARCADERO CENTER, SUITE 1900

**Address Line 4:** SAN FRANCISCO, CALIFORNIA 94111-3734

**ATTORNEY DOCKET NUMBER:** 110276-1375697

**NAME OF SUBMITTER:** JOSE LUNA

**SIGNATURE:** /Jose Luna/

**DATE SIGNED:** 04/27/2023

**Total Attachments: 9**

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## PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this “**Patent Assignment**”) is made and entered into effective as of January 27, 2023 by and between Quince Therapeutics, Inc., a Delaware corporation with an address of 601 Gateway Boulevard, Suite 1250, South San Francisco, California 94080 (the “**Assignor**”), and Lighthouse Pharmaceuticals, Inc., a Delaware corporation with an address of 5214F Diamond Heights Boulevard, #3470, San Francisco, California 94131 (the “**Assignee**”). Assignor and Assignee may each be referred to herein as a “**Party**” and collectively as the “**Parties**.”

**WHEREAS**, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of January 27, 2023 (the “**Asset Purchase Agreement**”);

**WHEREAS**, Assignor is the owner of the patents listed on Schedule A attached hereto and made a part hereof (collectively referred to herein as the “**Transferred Patents**”); and

**WHEREAS**, pursuant to the terms of the Asset Purchase Agreement, Assignee has agreed to acquire from Assignor, and Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee, all of Assignor’s rights, title and interests in and to the Transferred Patents.

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from this Patent Assignment and of the representations, warranties, conditions, agreements and promises contained herein and set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Definitions.** Unless otherwise specifically provided herein, capitalized terms used in this Patent Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.
2. **Conveyance and Acceptance.** In accordance with the provisions of the Asset Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all of Assignor’s right, title and interest in, to and under the Transferred Patents and in and to any and all U.S. and non-U.S. applications that are provisionals, non-provisionals, reissues, continuations, continuations-in-part, divisionals, revisions, extensions, renewals and reexaminations thereof, and Assignee hereby purchases, takes delivery of and acquires such Transferred Patents and accepts such sale, transfer, conveyance, assignment and delivery.
3. **Recordation.** Assignor hereby authorizes the United States Commissioner of Patents and Trademarks and any non-U.S. patent office to record this Patent Assignment and to issue any and all patents or certificates of invention which may be granted upon any of the Transferred Patents in the name of Assignee, as the assignee to the entire interest therein. All costs and expenses associated with the conveyance of the Transferred Patents shall be borne solely by Assignee.
4. **Asset Purchase Agreement Controls.** This Patent Assignment is subject to, and governed entirely in accordance with, the terms and conditions of the Asset Purchase Agreement.

5. **Miscellaneous.** The provisions of Article XI of the Asset Purchase Agreement shall apply to this Patent Assignment, mutatis mutandis, as if they had been fully set forth herein.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the Parties have duly executed this Patent Assignment as of the day and year first above written.

**QUINCE THERAPEUTICS, INC.**

By: Dirk Thye  
Name: Dirk Thye  
Title: Chief Executive Officer

Address:  
601 Gateway Blvd., Suite 1250  
San Francisco, CA 94080


Email: dthye@quincetx.com

[Signature Page to Patent Assignment]

**PATENT**  
**REEL: 063468 FRAME: 0210**

**IN WITNESS WHEREOF**, the Parties have duly executed this Patent Assignment as of the day and year first above written.

**LIGHTHOUSE PHARMACEUTICALS, INC.**

By:  \_\_\_\_\_  
Name: Casey Lynch  
Title: CEO

[Signature Page to Patent Assignment]

**SCHEDULE A**

**Patents**

FILE NO.	IP FAMILY NO.	STATUS	COUNTRY	APPLICATION NO.	FILING DATE	PATENT NO.	ISSUE DATE
098460-0957855	000300US	Converted	United States of America	62/060,483	Oct 6, 2014		

[REDACTED]

FILE NO.	IP FAMILY NO.	STATUS	COUNTRY	APPLICATION NO.	FILING DATE	PATENT NO.	ISSUE DATE
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[REDACTED]

098460-0960300	000310PC	Converted	PCT	PCT/US2015/054050	Oct 5, 2015		
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[REDACTED]

098460-0958907	000310US	Issued	United States of America	14/875,416	Oct 5, 2015	9,758,473	Sep 12, 2017
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[REDACTED]

098460-1054636	000320US	Issued	United States of America	15/683,348	Aug 22, 2017	9,988,375	Jun 5, 2018
098460-1089914	000330US	Issued	United States of America	15/996,660	Jun 4, 2018	10,301,301	May 28, 2019
098460-1138251	000340US	Issued	United States of America	16/399,821	Apr 30, 2019	10,676,470	Jun 9, 2020
098460-1191590	000350US	Issued	United States of America	16/866,022	May 4, 2020	11,332,464	May 17, 2022

[REDACTED]



FILE NO.	IP FAMILY NO.	STATUS	COUNTRY	APPLICATION NO.	FILING DATE	PATENT NO.	ISSUE DATE
098460-0958867	000400US	Converted	United States of America	62/253,039	Nov 9, 2015		
098460-1010928	000401US	Converted	United States of America	62/338,924	May 19, 2016		

[REDACTED]

098460-1029268	000410PC	Converted	PCT	PCT/US2016/061197	Nov 9, 2016		
098460-1086520	000410US	Issued	United States of America	15/975,490	May 9, 2018	10,906,881	Feb 2, 2021
098460-1015631	000600US	Converted	United States of America	62/395,938	Sep 16, 2016		

[REDACTED]

098460-1060406	000610PC	Converted	PCT	PCT/US2017/051912	Sep 15, 2017		
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[REDACTED]

FILE NO.	IP FAMILY NO.	STATUS	COUNTRY	APPLICATION NO.	FILING DATE	PATENT NO.	ISSUE DATE
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[REDACTED]

098460-1129684	000610US	Issued	United States of America	16/353,786	Mar 14, 2019	10,730,826	Aug 4, 2020
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[REDACTED]

098460-1198447	000620US	Issued	United States of America	16/899,376	Jun 11, 2020	11,325,884	May 10, 2022
098460-1328298	000630US	Pending	United States of America	17/740,260	May 9, 2022		
098460-1037360	000800US	Converted	United States of America	62/459,456	Feb 15, 2017		
098460-1042570	000900US	Converted	United States of America	62/504,442	May 10, 2017		
098460-1046382	000901US	Converted	United States of America	62/504,480	May 10, 2017		

[REDACTED]

098460-1085237	000910PC	Converted	PCT	PCT/US2018/032139	May 10, 2018		
098460-1165830	000910US	Issued	United States of America	16/678,700	Nov 8, 2019	11,059,786	Jul 13, 2021

[REDACTED]

FILE NO.	IP FAMILY NO.	STATUS	COUNTRY	APPLICATION NO.	FILING DATE	PATENT NO.	ISSUE DATE
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[REDACTED]

098460-1184177	001600US	Converted	United States of America	63/082,305 [REDACTED]	Sep 23, 2020		
098460-1269225	001610PC	Published	PCT	PCT/US2021/051564	Sep 22, 2021		

[REDACTED]

PATENT

REEL: 063468 FRAME: 0216