

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MAGENTA THERAPEUTICS, INC.	04/21/2023

RECEIVING PARTY DATA

Name:	CRISPR THERAPEUTICS AG
Street Address:	BAARERSTRASSE 14
City:	ZUG
State/Country:	SWITZERLAND
Postal Code:	6300

PROPERTY NUMBERS Total: 46

Property Type	Number
PCT Number:	US2018057185
PCT Number:	US2018057172
Application Number:	62638032
Application Number:	62638049
Application Number:	62576628
Patent Number:	11572411
Patent Number:	10882915
PCT Number:	US2018057168
PCT Number:	US2018057180
Application Number:	62638223
Application Number:	62638221
Application Number:	62638048
Application Number:	62638053
Application Number:	62632967
Application Number:	62596569
Application Number:	62576572
Application Number:	17221665
Application Number:	17103866
Patent Number:	10899843
PCT Number:	US2017038158

PATENT

Property Type	Number
Application Number:	62448782
Application Number:	62437729
Application Number:	62351725
Application Number:	18132849
Application Number:	17173119
Application Number:	16158164
Patent Number:	10111966
Application Number:	63371854
Application Number:	63384082
Application Number:	63369357
Application Number:	63386919
Application Number:	63386891
Application Number:	63479535
Application Number:	63364782
PCT Number:	IB2022056720
Application Number:	17906471
Application Number:	17508766
PCT Number:	US2020029618
PCT Number:	US2020029648
Application Number:	17452045
PCT Number:	US2020029656
Application Number:	17507531
PCT Number:	US2020029664
Application Number:	17508759
PCT Number:	US2020029657
Application Number:	17507618

CORRESPONDENCE DATA

Fax Number: (608)662-1276

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: 6086621277

Email: macheckett@casimirjones.com

Correspondent Name: J. MITCHELL JONES

Address Line 1: CASIMIR JONES, S.C.

Address Line 2: 2275 DEMING WAY, STE 310

Address Line 4: MIDDLETON, WISCONSIN 53562

ATTORNEY DOCKET NUMBER: CRISP-41954

NAME OF SUBMITTER: J. MITCHELL JONES

SIGNATURE:	/J. Mitchell Jones/
DATE SIGNED:	05/02/2023
Total Attachments: 14 source=Magenta - CRISPR - Assignment and Assumption Agreement (Executed 4.21.23)#page1.tif source=Magenta - CRISPR - Assignment and Assumption Agreement (Executed 4.21.23)#page2.tif source=Magenta - CRISPR - Assignment and Assumption Agreement (Executed 4.21.23)#page3.tif source=Magenta - CRISPR - Assignment and Assumption Agreement (Executed 4.21.23)#page4.tif source=Magenta - CRISPR - Assignment and Assumption Agreement (Executed 4.21.23)#page5.tif source=Magenta - CRISPR - Assignment and Assumption Agreement (Executed 4.21.23)#page6.tif source=Magenta - CRISPR - Assignment and Assumption Agreement (Executed 4.21.23)#page7.tif source=Magenta - CRISPR - Assignment and Assumption Agreement (Executed 4.21.23)#page8.tif source=Magenta - CRISPR - Assignment and Assumption Agreement (Executed 4.21.23)#page9.tif source=Magenta - CRISPR - Assignment and Assumption Agreement (Executed 4.21.23)#page10.tif source=Magenta - CRISPR - Assignment and Assumption Agreement (Executed 4.21.23)#page11.tif source=Magenta - CRISPR - Assignment and Assumption Agreement (Executed 4.21.23)#page12.tif source=Magenta - CRISPR - Assignment and Assumption Agreement (Executed 4.21.23)#page13.tif source=Magenta - CRISPR - Assignment and Assumption Agreement (Executed 4.21.23)#page14.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated as of April 21, 2023, is entered into by and between Magenta Therapeutics, Inc., a Delaware corporation (“Seller”), and CRISPR Therapeutics AG, a company organized under the laws of Switzerland (“Buyer”). Seller and Buyer are referred to herein as a “Party” and, collectively, as the “Parties”. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Seller and Buyer (the “Purchase Agreement”), pursuant to which (i) Seller and its Affiliates have agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Seller and its Affiliates, all right, title and interest of Seller and its Affiliates in, to and under the Transferred Assets and (ii) Buyer has agreed to assume and become responsible for the Assumed Liabilities, in each case, upon the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, the execution and delivery of this Agreement is contemplated by Sections 4.2(a) and 4.3(c) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Assignment and Assumption. Upon the terms and subject to the conditions of the Purchase Agreement (including, without limitation, Section 2.5 thereof), effective as of 12:01 a.m., New York, NY time, on the Closing Date, Seller and its Affiliates hereby irrevocably sell, assign, transfer, convey and deliver to Buyer, and Buyer hereby irrevocably purchases, acquires and accepts from Seller and its Affiliates, all right, title and interest of Seller and its Affiliates in, to and under the Transferred Assets, free and clear of all Encumbrances, other than Permitted Encumbrances. For the avoidance of doubt, the Transferred Assets sold, assigned, transferred, conveyed and delivered to Buyer pursuant to this Section shall include the Registered Intellectual Property, including, but not limited to, the list set forth on Exhibit A hereto. Upon the terms and subject to the conditions set forth in the Purchase Agreement (including, without limitation, Section 2.5 thereof), on the Closing Date, Buyer hereby irrevocably assumes and becomes responsible for the Assumed Liabilities.

2. Excluded Liabilities Not Assumed. Notwithstanding any other provision of this Agreement or the Purchase Agreement, Buyer shall not be obligated to assume or be obligated to pay, perform or otherwise discharge, nor shall the Transferred Assets be subject to, the Excluded

Liabilities, all of which Seller and its Affiliates hereby agrees to retain, remain solely liable for and to pay and satisfy when due.

3. **Further Assurances.** As and when reasonably requested by either Party, the other Party shall, and shall cause its respective Affiliates to, execute, acknowledge and deliver all reasonable further conveyances, notices, assumptions, releases and acquittances and instruments and take all such reasonable actions as may be necessary or appropriate to make effective the transactions contemplated hereby.

4. **Parties in Interest.** This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the Parties and their permitted successors and assigns. Except as noted above, this Agreement is for the sole benefit of the Persons specifically named in the preamble to this Agreement as Parties and their permitted successors and assigns, no Party hereto is acting as an agent for any other Person not named herein as a Party hereto, and nothing in this Agreement or any other Transaction Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

5. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the internal laws of the State of Delaware applicable to contracts made and performed in such State without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

6. **Conflicts.** The assignment and assumption of the Transferred Assets and the Assumed Liabilities made hereunder are made in accordance with and subject to the Purchase Agreement (including, without limitation, the representations, warranties, covenants and agreements contained therein). In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede, and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants, and obligations of the Parties contained in the Purchase Agreement or the survival thereof.

7. **Counterparts.** This Agreement may be executed in counterparts, and signature pages may be delivered by facsimile, portable document format (PDF), DocuSign or any other electronic signature complying with the U.S. federal E-SIGN Act of 2000, each of which shall be deemed an original, but all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that all Parties need not sign the same counterpart.

8. **Amendment; Waiver.** No provision of this Agreement may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by all the Parties.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

SELLER

MAGENTA THERAPEUTICS, INC.

DocuSigned by:

By:

Steve Mahoney

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Name: Steve Mahoney

Title: CFO

BUYER

CRISPR THERAPEUTICS AG

By: DocuSigned by: Sam Kulkarni
Name: Samarth Kulkarni, Ph.D.
Title: Chief Executive Officer

Exhibit A

Attorney Ref No.	Country	Appln. No.	Patent No.	Title
M103034 2090	EP	20795302.7		ANTI-CD117 ANTIBODY DRUG CONJUGATES AND USES THEREOF
M103034 2090	JP	2021-563155		ANTI-CD117 ANTIBODY-DRUG CONJUGATES AND USES THEREOF
M103034 2090	US	17/507,618		ANTI-CD117 ANTIBODY-DRUG CONJUGATES AND USES THEREOF
M103034 2090	WO	PCT/US2020/029657		ANTI-CD117 ANTIBODY-DRUG CONJUGATES AND USES THEREOF
M103034 2130	EP	20794205.3		ANTI-CD117 ANTIBODY DRUG CONJUGATES AND USES THEREOF
M103034 2130	JP	2021-563172		ANTI-CD117 ANTIBODY DRUG CONJUGATES AND USES THEREOF
M103034 2130	US	17/508,759		ANTI-CD117 ANTIBODY DRUG CONJUGATES AND USES THEREOF
M103034 2130	WO	PCT/US2020/029664		ANTI-CD117 ANTIBODY DRUG CONJUGATES AND USES THEREOF
M103034 2140	EP	20794532.0		ANTHRACYCLINE ANTIBODY-DRUG CONJUGATES AND USES THEREOF
M103034 2140	JP	2021-563165		ANTHRACYCLINE ANTIBODY-DRUG CONJUGATES AND USES THEREOF
M103034 2140	US	17/507,531		ANTHRACYCLINE ANTIBODY-DRUG

Attorney Ref No.	Country	Appln. No.	Patent No.	Title
				CONJUGATES AND USES THEREOF
M103034 2140	WO	PCT/US2020/029656		ANTHRACYCLINE ANTIBODY-DRUG CONJUGATES AND USES THEREOF
M103034 2150	AU	2020261405		ANTI-CD117 ANTIBODIES AND USES THEREOF
M103034 2150	CA	3134319		ANTI-CD117 ANTIBODIES AND USES THEREOF
M103034 2150	CN	202080044160.X		ANTI-CD117 ANTIBODIES AND USES THEREOF
M103034 2150	EP	20796149.1		ANTI-CD117 ANTIBODIES AND USES THEREOF
M103034 2150	JP	2021-562911		ANTI-CD117 ANTIBODIES AND USES THEREOF
M103034 2150	US	17/452,045		ANTI-CD117 ANTIBODIES AND USES THEREOF
M103034 2150	CA	3134319		ANTI-CD117 ANTIBODIES AND USES THEREOF
M103034 2150	WO	PCT/US2020/029648		ANTI-CD117 ANTIBODIES AND USES THEREOF
M103034 2160	EP	20794877.9		ANTI-CD117 ANTIBODIES AND USES THEREOF
M103034 2160	JP	2021-562914		ANTI-CD117 ANTIBODIES AND USES THEREOF
M103034 2160	US	17/508,766		ANTI-CD117 ANTIBODIES AND USES THEREOF
M103034 2160	WO	PCT/US2020/029618		ANTI-CD117 ANTIBODIES AND USES THEREOF
M103034 2210	AU	2021239929		T-CELL BISPECIFIC

Attorney Ref No.	Country	Appln. No.	Patent No.	Title
				BINDING PROTEINS
M103034 2210	CA	3,171,709		T-CELL BISPECIFIC BINDING PROTEINS
M103034 2210	CN	202180035812.8		T-CELL BISPECIFIC BINDING PROTEINS
M103034 2210	EP	21771456.7		T-CELL BISPECIFIC BINDING PROTEINS
M103034 2210	JP	2022-555860		T-CELL BISPECIFIC BINDING PROTEINS
M103034 2210	US	17/906,471		T-CELL BISPECIFIC BINDING PROTEINS
M103034 2210	WO	PCT/US2021/022626		T-CELL BISPECIFIC BINDING PROTEINS
M103034 2280	WO	PCT/IB2022/056720		METHODS AND COMPOSITIONS FOR ANTI-CD117 ANTIBODY DRUG CONJUGATE (ADC) TREATMENT
M103034 2490	US	63/364,782		COMBINATION THERAPIES
M103034 2590	US	63/479,535		USE OF ANTI-CD117 ANTIBODY DRUG CONJUGATE (ADC)
M103034 2580	US	63/386,919 63/386,891		TREATMENT USING AN ANTI-CD117 ANTIBODY DRUG CONJUGATE (ADC)
M103034 2510	US	63/384082 63/369,357		USE OF ANTI-CD117 ANTIBODY DRUG CONJUGATE (ADC)
M103034 2530	US	63/371,854		CONDITIONING THERAPIES
M103034 1070	AU	2017204125	2017204125	COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	AU	2018200503	2018200503	COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	AU	2020201138		COMPOSITIONS AND METHODS FOR THE DEPLETION OF

Attorney Ref No.	Country	Appln. No.	Patent No.	Title
				CD117+ CELLS
M103034 1070	AU	2022202233		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	BR	BR112018076306		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	BR	BR1220220270344		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	CA	3028134		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	CN	201780050606.8		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	EA	201892659		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	EP	17814263.4		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	HK	19129319.0		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	IL	263744		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	IN	201917001345		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	JP	2019-518186	7062647	COMPOSITIONS AND METHODS FOR THE DEPLETION OF

Attorney Ref No.	Country	Appln. No.	Patent No.	Title
				CD117+ CELLS
M103034 1070	JP	2022-069352		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	KR	10-2019-7001540		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	MX	MX/A/2018/015684	398761	COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	SG	11201811290V	11201811290V	COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	SG	10202100726X		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	US	15/626,910	10,111,966	METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	US	16/158,164		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	US	17/173,119		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	US	18/132,849		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	US	62/351,725		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	US	62/437,729		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS

Attorney Ref No.	Country	Appln. No.	Patent No.	Title
M103034 1070	US	62/448,782		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	WO	PCT/US2017/038158		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1070	ZA	2018/08529		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	AU	2018355244		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	BR	BR1120200082287		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	CA	3,079,897		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	CN	201880075607.2		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	CO	NC2020/0004906	41040	COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	CO	NC2023/0002916		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	EA	202090689		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	EP	18870545.3		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS

Attorney Ref No.	Country	Appln. No.	Patent No.	Title
M103034 1100	HK	62021025801.3		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	IL	274154		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	IN	202017021341		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	JP	2020-523244		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	KR	10-2020-7014624		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	MX	MX/A/2020/004140		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	NZ	762618		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	SG	11202003280S		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	US	16/168,823	10,899,843	COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	US	17/103,866		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	US	17/221,665		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS

Attorney Ref No.	Country	Appln. No.	Patent No.	Title
M103034 1100	US	62/576,572		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	US	62/596,569		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	US	62/632,967		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	US	62/638,053		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	US	62/638,048		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	US	62/638,221		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	US	62/638,223		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	WO	PCT/US2018/057180		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	WO	PCT/US2018/057168		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1100	ZA	2020/02328		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1280	AR	20180103090		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS

Attorney Ref No.	Country	Appln. No.	Patent No.	Title
M103034 1280	AU	2018354189		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1280	CA	3,079,215		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1280	CN	201880084218.6		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1280	EP	18870344.1		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1280	HK	62021026421.9		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1280	JP	2020-523448		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1280	TW	107137414		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1280	US	16/168,816	10,882,915	COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1280	US	16/950,522	11,572,411	COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1280	US	62/576,628		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1280	US	62/638,049		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS

Attorney Ref No.	Country	Appln. No.	Patent No.	Title
M103034 1280	US	62/638,032		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1280	WO	PCT/US2018/057172		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS
M103034 1280	WO	PCT/US2018/057185		COMPOSITIONS AND METHODS FOR THE DEPLETION OF CD117+ CELLS