

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7985008

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>SEQUENCE:</b>	3	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MSD INTERNATIONAL FINANCE B.V.	01/09/2023
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MSD GLOBAL HOLDINGS B.V.	
<b>Street Address:</b>	WAARDERWEG 39	
<b>City:</b>	HAARLEM	
<b>State/Country:</b>	NETHERLANDS	
<b>Postal Code:</b>	2031 BN	
<b>PROPERTY NUMBERS Total: 8</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	17252210	
<b>Application Number:</b>	17418197	
<b>Patent Number:</b>	9655961	
<b>Patent Number:</b>	11110162	
<b>Patent Number:</b>	10894079	
<b>Application Number:</b>	63354861	
<b>Application Number:</b>	63376330	
<b>Application Number:</b>	63354852	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(732)594-4720	
<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>		
<b>Phone:</b>	7325947159	
<b>Email:</b>	US_EFS@merck.com	
<b>Correspondent Name:</b>	MERCK SHARP & DOHME LLC	
<b>Address Line 1:</b>	126 EAST LINCOLN AVENUE	
<b>Address Line 2:</b>	RY86-2011	
<b>Address Line 4:</b>	RAHWAY, NEW JERSEY 07065-7159	
<b>ATTORNEY DOCKET NUMBER:</b>	25406 PSP & 25405 PSP	
<b>NAME OF SUBMITTER:</b>	JENNIFER ARCHER	

PATENT

<b>SIGNATURE:</b>	/Jennifer Archer/
<b>DATE SIGNED:</b>	06/01/2023
<b>Total Attachments: 9</b> source=MSD Global Holdings BV - Merck Holdings IV Corp#page1.tif source=MSD Global Holdings BV - Merck Holdings IV Corp#page2.tif source=MSD Global Holdings BV - Merck Holdings IV Corp#page3.tif source=MSD Global Holdings BV - Merck Holdings IV Corp#page4.tif source=MSD Global Holdings BV - Merck Holdings IV Corp#page5.tif source=MSD Global Holdings BV - Merck Holdings IV Corp#page6.tif source=MSD Global Holdings BV - Merck Holdings IV Corp#page7.tif source=MSD Global Holdings BV - Merck Holdings IV Corp#page8.tif source=MSD Global Holdings BV - Merck Holdings IV Corp#page9.tif	

## PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this “Agreement”) dated as of January 9, 2023, is entered into by and between MSD Global Holdings B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) under Dutch law, having its official seat in Haarlem, the Netherlands, registered with the Dutch trade register under number 84583347 (“Assignor”) and Merck Holdings IV Corp., a Delaware corporation (“Assignee”). Each of Assignor and Assignee is hereinafter referred to as a “Party” and, collectively, the “Parties”.

WHEREAS, pursuant to that certain Master Asset Transfer Agreement between Assignor, Assignee and other parties, dated as of January 9, 2023, Assignor has agreed to assign, transfer, convey and deliver to Assignee, free and clear of all liens, all of its rights, title and interest in, to and under the patents and patent applications (including certificates of invention and applications for certificates of invention) set forth on Schedule A hereto, together with all patent applications claiming priority to any of the foregoing, all regional and national phase patent applications based on any of the foregoing divisionals, continuations, continuations-in-part, reissues, renewals, substitutions, registrations, re-examinations, revalidations, extensions, supplementary protection certificates, pediatric exclusivity periods and the like of any of the foregoing, and equivalents of the foregoing in any jurisdiction worldwide (collectively, the “Patents”) and all rights, title, and interest therein; and

WHEREAS, Assignor wishes to entirely, wholly, absolutely and completely relinquish any and all claims to any ownership of rights, interests and title to the Patents.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE 1 ASSIGNMENT

*Section 1.1. Assignment.* Assignor does hereby irrevocably and without reservation:

(a) assign, sell, convey and transfer to Assignee all of its rights, title and interests, including all rights appurtenant thereto, in and to all the Patents; and any and all rights and privileges under any and all forms of protection claimable under the Patents worldwide, including all international, national and regional equivalents thereof, for the respective full terms of the Patents, which assignment, sale, conveyance, and transfer Assignee hereby accepts;

(b) authorize the Commissioner of Patents of the United States Patent and Trademark Office, and authorized individuals of equivalent agencies in any jurisdiction, country or region worldwide, whose duty it is to issue patents or any legal equivalent thereof, to issue any and all Patents to the Assignee or register the Patents in the name of the Assignee;

(c) assign, sell, convey or transfer any and all of its past, present or future claims, if any, for damages or equitable relief and rights to assert any legal or equitable claims under any legal proceedings, including the right to bring claims and/or settle claims in connection with the Patents; and

(d) entirely, wholly, absolutely and completely relinquish any and all claims to any ownership of rights, interests and title to the Patents.

## ARTICLE 2 FURTHER ASSURANCE

*Section 2.1. Proof of assignment.* The Parties agree that this Agreement is intended, and shall be deemed, to be a full legal and formal equivalent of any document that may be required by any governmental patent authority for proof of any right of Assignee to obtain and/or apply for any form of proprietary protection for the Patents and to claim priority to those Patents.

*Section 2.2. Cooperation.* Without prejudice to Section 2.1, upon Assignee's reasonable request, and without additional consideration, Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall:

(a) provide Assignee (or its designee) with copies of pertinent documents relating to the Patents as are possessed by it, and will testify, at Assignee's (or its designee's) expense, to the same in any infringement, litigation or administrative proceeding related thereto;

(b) execute and deliver to Assignee (or its designee), or its or their legal representatives, any and all papers, instruments or affidavits, and provide all other reasonable assistance, required to confirm, apply for, obtain, maintain, issue, defend and/or enforce the rights in and to the Patents and to confirm assignment and ownership of the Patents; and

(c) when requested and at the expense of Assignee (or its designee), execute and deliver to Assignee (or its designee) such documents, papers, instruments and affidavits as are reasonably requested by Assignee to effectuate the purpose of this Agreement.

## ARTICLE 3 MISCELLANEOUS

### *Section 3.1. General.*

(a) Notices. Any notice, request, demand, waiver, consent, approval or other communication permitted or required under this Agreement (each, a "Notice") shall be in writing, shall refer specifically to this Agreement and shall be deemed given only if delivered by hand or sent by email of a PDF attachment (with transmission confirmed) or by internationally recognized overnight delivery service that maintains records of delivery, addressed to the receiving party at its address specified below or to such other address as the receiving party may have provided to the delivering party at least five (5) Business Days prior to such address taking effect in accordance with this Section 3.1(a). Such Notice shall be deemed to have been given as of the date delivered by hand or internationally recognized overnight delivery service or confirmed that it was received by email. Any Notice delivered by email shall be confirmed by a hard copy delivered as soon as practicable thereafter. "Business Day" means any day except a Saturday, a Sunday, a day which is a federal legal holiday in the United States or a day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

If to Assignor to:

c/o Merck Sharp & Dohme LLC  
126 East Lincoln Avenue  
Rahway, NJ 07065 USA  
Email: office.secretary@merck.com

If to Assignee to:

c/o Merck Sharp & Dohme LLC  
126 East Lincoln Avenue  
Rahway, NJ 07065 USA  
Email: office.secretary@merck.com

Attention: SVP BDL and SVP  
Corporate Transactions

and a copy (which shall not constitute  
effective notice) to:

Covington & Burling LLP  
One CityCenter  
850 Tenth Street, NW  
Washington, DC 20001  
Email: cdargan@cov.com;  
mriella@cov.com  
Attention: Catherine J. Dargan;  
Michael J. Riella

Attention: SVP BDL and SVP Corporate  
Transactions

and a copy (which shall not constitute  
effective notice) to:

Covington & Burling LLP  
One CityCenter  
850 Tenth Street, NW  
Washington, DC 20001  
Email: cdargan@cov.com;  
mriella@cov.com  
Attention: Catherine J. Dargan;  
Michael J. Riella

(b) This Agreement may be executed in any number of counterparts and by the Parties in separate counterparts, including by electronic signature or signatures exchanged by any reliable means of electronic transmission, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(c) Except of any matters that are mandatorily subject to the laws of another jurisdiction, this Agreement shall be governed by, and construed in accordance with, the substantive Law of the State of New York, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof. Subject to Section 3.1(d), each Party agrees that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any Party or any successor or assignee of any Party which in any way relates, directly or indirectly, to the agreements of the parties or the matters described herein shall be tried only by a court and not by a jury. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.

(d) Arbitration.

(i) This Section 3.1(d) shall govern the resolution of all Disputes. “Dispute” means any dispute, controversy or claim (of any and every kind or type, whether based on contract, tort, statute, regulation or otherwise) arising out of, relating to or in connection with this Agreement, the negotiation, execution or performance of this Agreement (including any such dispute, controversy or claim based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) or the transactions contemplated by this Agreement, including any dispute as to the construction, validity, interpretation, enforceability or breach of this Agreement.

(ii) If any Dispute arises, the Party initiating such Dispute shall provide prompt written notice to the other Party. The Parties shall first attempt to resolve such Dispute through good faith negotiations between representatives of the Parties with the authority to settle Disputes. If the Parties have not settled such Dispute within sixty (60) days following receipt of the written notice of such Dispute, such Dispute shall thereafter be referred by the Parties thereto and finally resolved by arbitration administered by the International Court of Arbitration of the International Chamber of Commerce (the “ICC”) in accordance with the then-prevailing Rules of Arbitration of the ICC (the “Rules”) by an arbitrator appointed in accordance with Section 3.1(d)(v).

(iii) The seat or legal place of arbitration shall be New York, New York. The governing law of the arbitration agreement set out in Section 3.1(c), and the procedural law applicable to the arbitration proceedings, shall be the law of the State of New York. An appeal of any decision of the arbitral tribunal may be brought in any court of competent jurisdiction.

(iv) The arbitration shall be conducted in the English language and all documents filed or otherwise provided as part of the arbitration shall be in the English language.

(v) The Parties shall endeavor to mutually agree upon the identity of the sole arbitrator and jointly nominate such arbitrator for appointment by the ICC within thirty (30) days after the date on which the respondent(s)' answer is filed in the arbitration. If the arbitrator is not nominated pursuant to the immediately preceding sentence, the ICC shall appoint such arbitrator.

(vi) The emergency arbitrator provisions in Article 29 of the Rules and Appendix V thereto shall not apply.

(vii) The arbitral tribunal shall award to the prevailing Party costs of the arbitration, including reasonable fees and expenses for attorneys, expert and other witnesses, the arbitral tribunal, and the ICC, under the general principle that the prevailing Party should be entitled to such recovery consistent with the general degree to which it prevails.

(e) Jurisdiction. For proceedings in aid of arbitration and to obtain interim measures of relief prior to, pending or during arbitration in accordance with Section 3.1(d), each Party hereto hereby irrevocably and unconditionally consents to the jurisdiction of either the courts of the State of New York and the United States District Court for the Southern District of New York for any Dispute, action, suit or proceeding (other than appeals therefrom) arising out of or relating to this Agreement.

(f) Venue. For proceedings in aid of arbitration and to obtain interim measures of relief prior to, pending or during arbitration in accordance with Section 3.1(d), each Party hereto further hereby irrevocably and unconditionally waives any objection to the laying of venue of any Dispute, action, suit or proceeding (other than appeals therefrom) arising out of or relating to this Agreement in the courts of the State of New York or in the United States District Court for the Southern District of New York, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

(g) Service.

(i) Each Party further agrees that service of any process, summons, notice or document by registered mail to its address set forth in Section 3.1(a) shall be effective service of process for any Dispute, action, suit or proceeding brought against it under this Notice in any such court.

(ii) Each Party agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings or render service of those proceeding ineffective. Nothing in this Section 3.1(g) affects any other method of service allowed by law.

(h) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY, OR THEIR RESPECTIVE AFFILIATES, FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR MULTIPLE DAMAGES, FOR LOSS OF PROFITS, REVENUE OR INCOME, DIMINUTION IN VALUE OR LOSS OF BUSINESS OPPORTUNITY (WHETHER OR NOT FORESEEABLE ON THE

EXECUTION DATE), IN CONNECTION WITH OR RESULTING FROM ANY BREACH OF THIS AGREEMENT, OR ANY ACTIONS UNDERTAKEN IN CONNECTION HERewith, OR RELATED HERETO OR TO THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY SUCH DAMAGES WHICH ARE BASED UPON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW OR ANY OTHER THEORY OF RECOVERY.

(i) Except as otherwise provided in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give to any person or entity, other than the Parties and such successors and assigns, any legal or equitable rights hereunder.

*[Signature pages follow]*

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

**MSD GLOBAL HOLDINGS B.V.**

By: \_\_\_\_\_  
Name: M.R.A. Poulie  
Title: Director



**MERCK HOLDINGS IV CORP.**

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

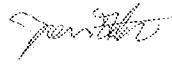


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**MSD GLOBAL HOLDINGS B.V.**

By: \_\_\_\_\_  
Name:  
Title:

**MERCK HOLDINGS IV CORP.**

By:  \_\_\_\_\_  
Name: Jon Filderman  
Title: Secretary

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

## **SCHEDULE A**

The following patents and patent applications:

<b><u>Themis / Merck Family #</u></b>	<b><u>Patent/Pub. #</u></b>	<b><u>Patent Appl. #</u></b>
TH7	WO2014049094A1	PCT/EP2013/070137
TH7	US9655961B2	US14/430,975
TH7	SG11201502411A1	SG11201502411PA
TH7	PT2900687T	PT13771106T
TH7	PH12015500499B1	PH12015500499A
TH7	MX359981B	MX2015003717A
TH7	KR2077131B1	KR20157010848A
TH7	JP06251273B2	JP2015533592A
TH7	IN396792B	2546/DELNP/2015
TH7	HK1211951A1	HK15112751.7
TH7	ES2682268T3	ES13771106T
TH7	EP2900687B1	EP13771106A
TH7	EP2712871A1	EP12306176A
TH7	DK2900687T3	DK13771106T
TH7	CN104918952B	CN201380055697A
TH7	CA2884585C	CA2884585A
TH7	BR112015006763A2	BR112015006763A
TH7	AU2013322635C1	AU2013322635A
TH9/TH10	ZA201804735B	ZA201804735A
TH9/TH10	ZA201804071B	ZA201804071A
TH9/TH10	WO2017109222A1	PCT/EP2016/082659
TH9/TH10	WO2017109211A1	PCT/EP2016/082628
TH9/TH10	US20190083601A1	US16/063,239
TH9/TH10	US20180371426A1	US16/063,240
TH9/TH10	US11110162B2	US16/063,239
TH9/TH10	US10894079B2	US16/063,240
TH9/TH10	SI3393505T1	SI201631217T
TH9/TH10	SG11201804496A1	SG11201804496UA
TH9/TH10	SG10202004516A1	SG10202004516VA
TH9/TH10	RS61939B1	RSP20210601A
TH9/TH10	PT3393505T	PT16826738T
TH9/TH10	PL3393505T3	PL16826738T
TH9/TH10	MX2018007860A	MX2018007860A
TH9/TH10	LT3393505T	LT16826738T
TH9/TH10	HUE054847T2	HUE16826738A
TH9/TH10	HRP20210591T1	HRP20210591T

<b><u>Themis / Merck Family #</u></b>	<b><u>Patent/Pub. #</u></b>	<b><u>Patent Appl. #</u></b>
TH9/TH10	ES2867954T3	ES16826738T
TH9/TH10	EP3903814A1	EP21165273A
TH9/TH10	EP3393513B1	EP16828744A
TH9/TH10	EP3393505B1	EP16826738A
TH9/TH10	EP3184119A1	EP15202480A
TH9/TH10	EP3184118B1	EP16162688A
TH9/TH10	DK3393505T3	DK16826738T
TH9/TH10	BR112018012962A2	BR112018012962A
TH11	WO2019238919A1	PCT/EP2019/065670
TH11	US20210254021A1	US17/252,210
TH11	EP3807406A1	EP19732566A
TH11	EP3581646A1	EP18178037A
TH14	WO2020136282A1	PCT/EP2019/087160
TH14	US20220143175A1	US17/418,197
TH14	EP3673917A1	EP18248201A
TH15	WO2022038140A1	PCT/EP2021/072841
TH15	EP3957650A1	EP20191286A