

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7988694

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALTAVANT SCIENCES GMBH	07/06/2022
RECEIVING PARTY DATA	
Name:	ONSPIRA THERAPEUTICS, INC.
Street Address:	640 LEE ROAD
Internal Address:	SUITE 117
City:	WAYNE
State/Country:	PENNSYLVANIA
Postal Code:	19087
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17366835
CORRESPONDENCE DATA	
Fax Number:	(212)230-8888
<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:	2122956498
Email:	alice.castro@wilmerhale.com
Correspondent Name:	WILMERHALE
Address Line 1:	7 WORLD TRADE CENTER
Address Line 2:	250 GREENWICH STREET
Address Line 4:	NEW YORK, NEW YORK 10007
ATTORNEY DOCKET NUMBER:	2216897.123 US7
NAME OF SUBMITTER:	ALICE CASTRO
SIGNATURE:	/Alice Castro/
DATE SIGNED:	06/05/2023
Total Attachments: 7	
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AMENDED AND RESTATED ASSIGNMENT OF PATENTS

THIS AMENDED AND RESTATED ASSIGNMENT OF PATENTS (this "Assignment"), dated as of May 17, 2023, and effective as of July 6, 2022 (the "Effective Date"), is entered into between Altavant Sciences GmbH, a Switzerland limited liability company ("Assignor"), and Onspira Therapeutics, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee initially entered into an Assignment of Patents (the "Original Agreement"), dated as of July 6, 2022 (the "Assignment Date"), pursuant to which Assignor transferred and assigned to Assignee, and Assignee assumed and accepted from Assignor, all of Assignor's rights, title and interest in and to certain patent applications set forth in the Original Agreement;

WHEREAS, Assignor and Assignee desire to amend and restate the Original Assignment in its entirety as set forth in this Assignment;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I

ASSIGNMENT AND ASSUMPTION

1.1 Assignment and Assumption. Effective as of the Effective Date, Assignor hereby conveys, assigns, transfers, grants and delivers to Assignee, its entire right, title and interest in the United States and throughout the world in and to the patent applications set forth on Exhibit A hereto (the "Transferred Patents"), including (a) any and all reissues, divisionals, continuations, continuations-in-part, renewals, re-examination certificates, reissues, substitutions, and extensions thereof, (b) the inventions represented thereby and (c) all claims, causes of action and enforcement rights of any kind with respect thereto, and all of Assignor's rights to sue for and collect damages, costs, royalties, license fees, profits, injunctive relief and other recoveries for or relating to any past, present or future infringement thereof; the same to be held and enjoyed by Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by the Assignor had this Assignment not been made. Effective as of the Effective Date, Assignee hereby accepts such conveyance, assignment, transfer, grant and delivery

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of Assignor's right, title and interest in the United States and throughout the world in and to the Transferred Patents and assumes all of the obligations of Assignor pursuant to the terms of that certain Stock Purchase Agreement, dated as of December 9, 2019, by and among Assignor, Assignee, OTH Holding, LLC and, solely for purposes of Sections 3.1 through 3.4, 3.6 and 5.6 thereof, Altavant Sciences, Ltd.

1.2 Recordation. Assignor hereby authorizes and requests the relevant authority at the United States Patent and Trademark Office and/or any other applicable governmental entity of any country or countries foreign to the United States of America whose duty it is to record patent assignments, to record this Assignment, and to issue any and all letters patent thereon to Assignee, as assignee of the entire right, title and interest in, to and under the Transferred Patents, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

1.3 Authority. Assignor represents and warrants it has all requisite power and authority to transfer and assign the Transferred Patents to Assignee.

ARTICLE II

GENERAL PROVISIONS

2.1 Amendments and Waivers. Any provision of this Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Assignment, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

2.2 Successors and Assigns. The provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

2.3 Further Assurances. Upon the terms and subject to the conditions of this Assignment, each of the parties agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Assignment.

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2.4 Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of a counterpart hereof by email attachment shall be an effective mode of delivery.

2.5 Governing Law. This Assignment shall be enforced, governed, and construed in all respects in accordance with the laws of the State of Delaware (without regard to the choice of law provisions thereof).

2.6 Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

2.7 Jurisdiction; Waiver of Jury Trial. Except as otherwise expressly provided in this Assignment, the parties hereto agree that any action, suit, or proceeding seeking to enforce any provision of, or based on any matter arising out of or relating to, this Assignment or the transactions contemplated hereby can only be brought in the Delaware Court of Chancery, or, if such court does not have jurisdiction, in the Delaware Superior Court (Complex Commercial Division), or, if the federal courts have exclusive jurisdiction over the subject matter of the action, suit, or proceeding, in the U.S. District Court for the District of Delaware, and each of the parties hereto hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action, suit, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action, suit, or proceeding in any such court or that any such action, suit, or proceeding that is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on a party anywhere in the world, whether within or without the jurisdiction of any such court. Each of the parties hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Assignment or the transactions contemplated hereby.

2.8 Severability. If any term, provision, covenant or restriction of this Assignment is held by a court of competent jurisdiction or other governmental authorities to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the contemplated transaction is not affected in any manner materially adverse to a party. Upon such a determination, the parties shall negotiate in good faith to modify this Assignment, as applicable, so as to effect the original intent of the parties as closely as possible in an acceptable manner in order

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that the contemplated transaction, as applicable, be consummated as originally contemplated to the fullest extent possible.

2.9 Interpretation. Neither this Assignment nor any uncertainty or ambiguity herein shall be construed or resolved against a party, whether under any rule of construction or otherwise. No party to this Assignment shall be considered the draftsman. The parties acknowledge and agree that this Assignment has been reviewed, negotiated and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

ALTAVANT SCIENCES GMBH

By: 

Name: DR. SARA NUNEZ-GARCIA

Title: DIRECTOR

ONSPIRA THERAPEUTICS, INC.

By: _____

Name: _____

Title: _____

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

ALTAVANT SCIENCES GMBH

By: _____
Name: _____
Title: _____

ONSPIRA THERAPEUTICS, INC.

By:  _____
Name: William T. Symonds
Title: CEO

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EXHIBIT A
Patent Applications

Country	Case Type	Title	Application Status	Application No.	Filing Date	Patent No.	Issue Date
Australia	PCT - Nat'l Phase	TREATMENT OF LOWER AIRWAYS DISORDERS	Pending	2020395766	02-Dec-2020		
Canada	PCT - Nat'l Phase		Pending	3159515	02-Dec-2020		
China	PCT - Nat'l Phase		Pending	202080095604.2	02-Dec-2020		
Europe	PCT - Reg'l Phase		Pending	20895937.9	02-Dec-2020		
Hong Kong	Utility (EP)		Published	52023067878.6	02-Dec-2020		
Japan	PCT - Nat'l Phase		Pending	2022-533398	02-Dec-2020		
Korea	PCT - Nat'l Phase		Pending	10-2022-7022410	02-Dec-2020		
Mexico	PCT - Nat'l Phase		Pending	MX/a/2022/606636	02-Dec-2020		
New Zealand	PCT - Nat'l Phase		Pending	788746	02-Dec-2020		
United States	Provisional		Expired	62/942424	02-Dec-2019		
United States	PCT - Nat'l Phase		Pending	17/781288	31-May-2022		
PCT	PCT - Nat'l Phase		Expired	PCT/US20/62853	02-Dec-2020		
United States	Provisional	RHINOSINUSITIS THERAPY WITH PROINFLAMMATORY CYTOKINE INHIBITORS	Expired	60/819703	11-Jul-2008		
United States	Provisional	RHINOSINUSITIS THERAPY	Expired	60/812874	12-Jun-06		
United States	Provisional	RHINOSINUSITIS PREVENTION AND THERAPY WITH PROINFLAMMATORY CYTOKINE INHIBITORS	Expired	60/878397	04-Jan-2007		
United States	Provisional		Expired	60/907027	16-Mar-2007		
United States	PCT - Nat'l Phase		Granted	12/373448	14-Oct-2009	8637469	28-Jan-2014
PCT	Utility (PCT)		Expired	PCT/US07/15784	11-Jul-2007		
Australia	Divisional		Granted	2013270447	10-Aug-2007	2013270447	27-Jan-2017
Australia	Divisional	LOCALIZED THERAPY OF LOWER AIRWAYS INFLAMMATORY DISORDERS WITH PROINFLAMMATORY CYTOKINE INHIBITORS	Granted	2017200228	10-Aug-2007	2017200228	13-Jun-2019
Australia	Divisional		Granted	2019203630	10-Aug-2007	2019203630	02-Sep-2021
Austria	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Belgium	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Bulgaria	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Canada	PCT - Nat'l Phase		Published	2660519	10-Aug-2007		
Canada	Divisional		Published	3177366	10-Aug-2007		
Switzerland	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Cyprus	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Czech Republic	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Germany	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Denmark	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Estonia	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Europe	PCT - Reg'l Phase		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Europe	Divisional		Published	19204691.0	10-Aug-2007		
Spain	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Finland	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
France	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
United Kingdom	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Greece	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Hungary	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Ireland	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019

Country	Case Type	Title	Application Status	Application No.	Filing Date	Patent No.	Issue Date
Iceland	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Italy	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Lithuania	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Luxembourg	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Latvia	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Monaco	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Malta	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Netherlands	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Poland	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Portugal	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Romania	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Sweden	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Slovenia	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Slovakia	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
Turkey	European Patent		Granted	07836707.5	10-Aug-2007	2068889	23-Oct-2019
United States	Provisional		Expired	60/836760	10-Aug-2006		
United States	Provisional		Expired	60/907028	16-Mar-2007		
United States	Provisional		Expired	60/078385	04-Jan-2007		
United States	Utility (U.S.)		Granted	12/377027	22-Apr-2010	8940683	27-Jan-2015
United States	Continuation		Granted	14/606545	26-Jan-2015	10550389	04-Feb-2020
United States	Continuation		Granted	16/714948	16-Dec-2019	11091763	17-Aug-2021
United States	Continuation		Published	17/366835	02-Jul-2021		
PCT	Utility (PCT)		Expired	PCT/US07/17800	10-Aug-2007		
United States	Provisional	COMPOSITIONS OF INTERLEUKIN-1 RECEPTOR ANTAGONIST	Expired	62/985167	04-Mar-2020		
United States	Provisional		Expired	63/106097	27-Oct-2020		
United States	Provisional		Expired	63/178062	22-Apr-2021		
United States	Provisional		Pending	63/244807	16-Sep-2021		
United States	Utility (US)		Pending	17/726164	21-Apr-2022		
PCT	Utility (PCT)		Pending	PCT/US22/25738	21-Apr-2022		
United States	Provisional	INHALED IL-1 BLOCKADE TREATMENT FOR RESPIRATORY TRACT IMMUNOPATHOLOGY	Expired	63/028494	21-May-2020		
United States	Provisional		Expired	63/072895	31-Aug-2020		
PCT	Utility (PCT)		Expired	PCT/IB21/00347	20-May-2021		
Australia	PCT - Nat'l Phase		Pending	2021277585	20-May-2021		
Canada	PCT - Nat'l Phase		Pending	3178404	20-May-2021		
China	PCT - Nat'l Phase		Pending	9000000	20-May-2021		
Europe	PCT - Nat'l Phase		Pending	21739171.3	20-May-2021		
Japan	PCT - Nat'l Phase		Pending	2022-571335	20-May-2021		
Korea	PCT - Nat'l Phase		Pending	10-2022-7044455	20-May-2021		
Mexico	PCT - Nat'l Phase		Pending	MX/a/2022/014626	20-May-2021		
New Zealand	PCT - Nat'l Phase		Pending	794305	20-May-2021		
United States	PCT - Nat'l Phase		Pending	17/926297	18-Nov-2022		
United States	Provisional	IL-1 RECEPTOR ANTAGONIST TREATMENT OF NEUTROPHILIC LUNG DISEASE	Pending	63/413502	5-Oct-22		

PATENT

RECORDED: 06/05/2023

REEL: 063852 FRAME: 0273