

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8034547

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CLEAVE THERAPEUTICS, INC.	05/17/2023
RECEIVING PARTY DATA	
Name:	EIKON THERAPEUTICS, INC.
Street Address:	3929 POINT EDEN WAY
City:	HAYWARD
State/Country:	CALIFORNIA
Postal Code:	94545
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13946795
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	Request@slwip.com
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER, P.A.
Address Line 1:	P.O. BOX 2938
Address Line 4:	MINNEAPOLIS,, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	3476.018US1
NAME OF SUBMITTER:	JESSE CANTRELL
SIGNATURE:	/ Jesse Cantrell /
DATE SIGNED:	06/29/2023
Total Attachments: 6	
source=3476018US1_assgn#page1.tif	
source=3476018US1_assgn#page2.tif	
source=3476018US1_assgn#page3.tif	
source=3476018US1_assgn#page4.tif	
source=3476018US1_assgn#page5.tif	
source=3476018US1_assgn#page6.tif	

RECORDATION FORM COVER SHEET
PATENTS ONLY

Form PTO-1595 (Rev. 6-18)
OMB No. 0651-0027 (exp. 10/31/2024)

U.S. Department of Commerce
United States Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Cleave Therapeutics, Inc.

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): May 17, 2023

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other

2. Name and address of receiving party(ies):

Name: Eikon Therapeutics, Inc.

Street Address: 3929 Point Eden Way

City: Hayward

State/Province: CA

Zip: 94545

Country: United States of America

Additional name(s) & address(es) attached?
 Yes No

4. Application number(s) or patent number(s): This document serves as an Oath/Declaration (37 CFR 1.63)

A. Patent Application No.(s)

B. Patent No.(s)

Serial No. 13/946,795

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ricardo J. Moran

Address:

Schwegman Lundberg & Woessner, P.A.
P.O. Box 2938
Minneapolis, Minnesota 55402

Phone Number: (612) 349-9594

Docket Number: 3476.018US1

Email Address: request@slwip.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41): \$0.00

Authorized to be charged to deposit account 19-0743

Enclosed

None required (government interest not affecting title)

8. Payment Information

Deposit Account No.: 19-0743

Authorized User Name: Ricardo J. Moran

9. Signature:

Ricardo J. Moran/Reg. No. 48,735

Name of Person Signing



Signature

Jun 29, 2023

Date

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT
REEL: 064118 FRAME: 0402

EXHIBIT D

Form of Patent Assignment Agreement

PATENT ASSIGNMENT

This Patent Assignment (this “**Assignment**”) is made and entered into as of May 17, 2023 by and between Eikon Therapeutics, Inc., a company incorporated under the laws of the State of Delaware having a place of business at 3929 Point Eden Way, Hayward, CA 94545 (“**Assignee**”), and Cleave Therapeutics, Inc., a company incorporated under the laws of the State of Delaware having a place of business at 92 S. Park Street, San Francisco, CA 94107 (“**Assignor**”).

WHEREAS, Assignor desires to assign and Assignee desires to receive the patent applications and patents listed in Schedule 1 (the “**Patents**”).

NOW THEREFORE, effective as of the Effective Date, be it known that, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby acknowledge:

1. **Assignment.** Assignor has assigned and/or by these presents does hereby sell, assign, transfer and convey unto Assignee, the whole and entire right, title and interest (i) in and to the Patents, for the territory of the United States and its possessions and territories and all foreign countries; (ii) in and to any and all United States and foreign patent applications claiming priority to said Patents including, without limitation, applications for patents including provisionals, non-provisionals, divisions, continuations, continuations-in-part, requests for continued examinations, utility models, PCT applications and designs and any other related United States and foreign applications and equivalents thereof (“**Applications**”), along with the right to claim priority to said Applications under any treaty relating thereto; (iii) in and to all United States and foreign patents, utility models, inventor’s certificates and designs and all equivalents thereof which may be granted for the Patents or Applications, including extensions, renewals, reissues and reexamination certificates thereof (“**Future Patents**”); and (iv) in and to all rights to sue for and collect damages resulting from past, present and future infringement of all Patents and Future Patents.

2. **Enjoyment and Assistance.** Assignor hereby authorizes and requests the U.S. Patent and Trademark Office to record Assignee as the owner of the Patents, Applications and Future Patents. The Patents, Applications and Future Patents shall be held and enjoyed by the Assignee, for Assignee’s own use and benefit, and for Assignee’s legal representatives and assigns, to the full end of the term or terms of the Patents and Future Patents, as fully and entirely as the same would have been held by the Assignor had this assignment and sale not been made; and for the aforesaid consideration, Assignor hereby covenants, agrees and undertakes to execute or cause to be executed, whenever requested by the Assignee, all patent applications, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee all the Patents, Applications and Future Patents hereby assigned or agreed to be assigned, all without further compensation to the Assignor. It is agreed that Assignor shall be legally bound, upon request of Assignee or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of the Patents, and to testify in any legal proceeding relating thereto.

3. **General.**

a. **Severability.** If any term or provision of this Assignment or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or

CONFIDENTIAL
Execution Copy

provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this Assignment or the application of such terms and provisions to circumstances other than those as to which it is held invalid or enforceable.

b. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by either party, without the written consent of the other party and any such purported assignment by either party without such consent shall be void. Notwithstanding the foregoing, Assignee may without obtaining the consent of Assignor, assign any of its rights and/or obligations under this Assignment (i) to affiliates, provided that such assignment shall not relieve Assignee from its obligations hereunder or (ii) to a successor to substantially all of the business to which this Assignment pertains, whether in a merger, sale of stock, sale of assets, spin-off or other transaction.

c. Waiver. Any term or provision of this Assignment may be waived in writing at any time by the party or parties entitled to the benefits thereof. No failure to exercise and no delay in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude the exercise of any other right, power or privilege. No waiver of any breach of any covenant or agreement hereunder shall be deemed a waiver of any preceding or subsequent breach of the same or any other covenant or agreement.

d. Amendment. No supplement, modification, amendment or waiver of this Assignment shall be binding unless executed in writing by Assignee, on the one hand, and Assignor, on the other hand.

e. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. An executed signature page of this Assignment delivered by facsimile or PDF transmission shall be as effective as an original executed signature page.

[Signature Page Follows]

ASSIGNOR:

CLEAVE THERAPEUTICS, INC.

By: DocuSigned by:
Amy Burroughs
Name: Amy Burroughs
Title: CEO

ASSIGNEE:

EIKON THERAPEUTICS, INC.

By: DocuSigned by:
Ben
Name: Benjamin Thorne
Title: GC & CBO

Schedule 1
Assigned Patents and Patent Applications

Family Docket #	Country	Title	Application No. (publication/patent No.)
3476.006PRV	US	Fused Pyrimidines And Substituted Quinazolines As Inhibitors Of P97	61/674,144
3476.006PRV2	US	Fused Pyrimidines And Substituted Quinazolines As Inhibitors Of P97	61/737,666
3476.006PCT	WO	Fused Pyrimidines As Inhibitors Of P97 Complex	PCT/US2013/051358 (WO 2014/015291)
3476.006AU1	AU	Fused Pyrimidines As Inhibitors Of P97 Complex	(2013292309)
3476.006BR1	BR	Fused Pyrimidines As Inhibitors Of P97 Complex	BR112015001213 A2
3476.006CA1	CA	Fused Pyrimidines As Inhibitors Of P97 Complex	2879789
3476.006CL1	CL	Fused Pyrimidines As Inhibitors Of P97 Complex	CL2015000132 (58.514)
3476.006CN1	CN	Fused Pyrimidines As Inhibitors Of P97 Complex	ZL201380048509.7 (CN104768946 B)
3476.006DE1	DE	Fused Pyrimidines As Inhibitors Of P97 Complex	13745937 (60 2013 033 087.5)
3476.006EP1	EP	Fused Pyrimidines As Inhibitors Of P97 Complex	EP 13745937 (EP2875018)
3476.006ES1	ES	Fused Pyrimidines As Inhibitors Of P97 Complex	13745937 (2875018) (ES2667726 T3)
3476.006FR1	FR	Fused Pyrimidines As Inhibitors Of P97 Complex	13745937 (FR2875018)
3476.006GB1	GB	Fused Pyrimidines As Inhibitors Of P97 Complex	13745937 (GB2875018)
3476.006HK1	HK	Fused Pyrimidines As Inhibitors Of P97 Complex	151107236 (HK1210140)

CONFIDENTIAL
Execution Copy

Family Docket #	Country	Title	Application No. (publication/patent No.)
3476.006HU1	HU	Fused Pyrimidines As Inhibitors Of P97 Complex	2013HU-E745937 (HUE037190 T2)
3476.006IL1	IL	Fused Pyrimidines As Inhibitors Of P97 Complex	236812 (236812)
3476.006IN1	IN	Fused Pyrimidines As Inhibitors Of P97 Complex	1305/DELNP/2015 (331102)
3476.006IT1	IT	Fused Pyrimidines As Inhibitors Of P97 Complex	13745937 (IT2875018)
3476.006JP1	JP	Fused Pyrimidines As Inhibitors Of P97 Complex	2015523293 (6109937)
3476.006KR1	KR	Fused Pyrimidines As Inhibitors Of P97 Complex	10-20157004477 (10-1862912)
3476.006MX1	MX	Fused Pyrimidines As Inhibitors Of P97 Complex	MX/a/2015/000908 (MX2015000908)
3476.006TW1	TW	Fused Pyrimidines As Inhibitors Of P97 Complex	2013TW-0126210 (1614246)
3476.006US2	US	Fused Pyrimidines As Inhibitors Of P97 Complex	14/416033 (9475824)
3476.006US3	US	Fused Pyrimidines As Inhibitors Of P97 Complex	15/264007 (10010554)
3476.006ZA1	ZA	Fused Pyrimidines As Inhibitors Of P97 Complex	ZA201500953
3476.018US1	US	Fused Pyrimidines And Substituted Quinazolines As Inhibitors Of P97	13/946795 (9062026)
3476.012US1	US	Monocyclic Pyrimidine/Pyridine Compounds As Inhibitors Of P97 Complex	15/103828 (9868722)

DB1/ 137279577.6