

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8040151

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KBP BIOSCIENCES CO., LTD.	05/24/2023
RECEIVING PARTY DATA	
Name:	KBP BIOSCIENCES PTE. LTD.
Street Address:	80, ROBINSON ROAD, #02-00
City:	SINGAPORE
State/Country:	SINGAPORE
Postal Code:	068898
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16068432
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<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:	+1 (302) 778-8457
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Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	49637-0002US1
NAME OF SUBMITTER:	MARYANN WHITE
SIGNATURE:	/Maryann White/
DATE SIGNED:	07/05/2023
Total Attachments: 14	
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合同编号 Contract No: KBP-2023-06-29-SG-IP-OT-KBP-5074 其他国家专利转让

技术转让（专利权/专利申请权）合同

Technology Transfer (Patent Rights/Patent Application Rights) Contract

For
KBP

项目名称: 盐皮质激素受体拮抗剂

....

Project Name: Mineralocorticoid Receptor Antagonists

受让方（甲方）: KBP 医药科技新加坡公司

Assignee (Party A): KBP BIOSCIENCES PTE. LTD.

让与方（乙方）: 山东亨利医药科技有限责任公司

Assignor (Party B): KBP Biosciences Co., Ltd.

签订时间 Signing time: 2023/05/24

签订地点 Signing place: 济南 Jinan

有效期限 Validity period: 2023/05/24-2045/12/31

技术转让（专利权/专利申请权）合同

Technology Transfer (Patent Rights/Patent Application Rights) Contract

受让方（甲方）：KBP 医药科技新加坡公司

Assignee (Party A): KBP BIOSCIENCES PTE. LTD.

住所地 Place of residence: 80, Robinson Road, #02-00, Singapore (068898)

董事 Director: 黄振华 HUANG ZHENHUA

项目联系人 Project contact person: 蔡军 CAI Jun

联系方式 Contact information:

通讯地址 Mailing address: 80, Robinson Road, #02-00, Singapore (068898)

电话 TEL: (65) 6236 3482 传真 FAX: (65) 6236 4399

电子信箱 Email: j.cai@kbpbiosciences.com

让与方（乙方）：山东亨利医药科技有限责任公司

Assignor (Party B): KBP Biosciences Co., Ltd.

住所地：山东省济南市高新区港兴三路北段济南药谷2号楼401房间

Place of residence: 401, Building 2, Jinan Pharm Valley, North Section of Gangxing Three Road, High-Tech Development Zone, Jinan City, Shandong Province, P.R. China

法定代表人 Legal representative: 黄振华 HUANG ZHENHUA

项目联系人 Project contact person: 朱元菊 ZHU Yuanju

联系方式 Contact information:

通讯地址：山东省济南市高新区港兴三路北段济南药谷2号楼401房间

Mailing address: 401, Building 2, Jinan Pharm Valley, North Section of Gangxing Three Road, High-Tech Development Zone, Jinan City, Shandong Province, P.R. China

电话 TEL: 0531-88680277 传真 FAX: 0531-88685277

电子信箱 Email: patent@kbpbiosciences.com

鉴于：

乙方拟将其持有的盐皮质激素受体拮抗剂项目 KBP-5074 项目的已有专利/专利申请中除欧洲和大中华区之外的其他国家或地区（“目标国家”）的所有专利的专利权和专利申请权（详见附件），以及后续就 KBP-5074 项目相关技术在全球范围申请专利的权利（统称“标的专利”）转让给甲方，由甲方受让并支付相应的转让价款。双方经过平等协商，在真实、充分地表达各自意愿的基础上，根据《中华人民共和国民法典》的规定，达成如下合同（“本合同”），并由双方共同恪守。

In this Contract, Party B agrees to transfer to Party A the patent rights and patent application rights (see the appendix for details) of all existing patents/patent applications of the mineralocorticoid receptor antagonist Project KBP-5074-related techniques in countries or regions other than Europe and Greater China (“Target Countries”), as well as the subsequent right to apply for patents worldwide for KBP-5074 project (together “Target Patents”). Party A agrees to accept the transfer and pay the transfer price as agreed in this contract. After consultation on an equal footing, on the basis of truly and fully expressing both parties’ wishes, the two parties have reached the following agreement in accordance with the provisions of the Civil Code of People’s Republic of China, and both parties shall abide by this Contract (“this Contract”).

第一条 标的专利均为发明专利，专利年费或维持费截至合同签订日均已缴纳，其他专利信息见附件。

Article 1: The Target Patents in this Contract are all invention patents, and the annual patent fee or maintenance fee has been paid by the date of signing this Contract. For detailed patent information, see the Annexes to this Contract.

第二条 乙方在本合同签署前实施或许可标的专利/实施或转让标的专利的状况如下：

1. 乙方实施标的专利的状况（时间、地点、方式和规模）：乙方目前尚未实施标的专利。
2. 乙方许可他人使用标的专利/转让标的专利的状况（时间、地点、方式和规模）：乙方目前尚未许可他人使用标的专利/尚未转让标的专利。

Article 2: The details of implementing and licensing the Target Patents (the time, location, manner and scale) prior to the date of this Contract are summarized below:

1. Details on Party B's implementation of the Target Patents (time, location, manner and scale): Party B has not yet implemented the Target Patents.

2. Details on Party B's licensing transfer of the Target Patents to others for implementing (time, location, manner and scale): Party B has not yet licensed the patent right to any third party or transferred the inventions to others.

第三条 为保证甲方有效拥有标的专利,乙方应向甲方提交以下与标的专利相关的技术资料:

1. 专利局官方文件,包括专利受理通知书、专利审查意见通知书、专利权证书等;
2. 授权专利全文,包括权利要求书、说明书和说明书摘要等;
3. 向各国家/地区专利局提交的各种文件,包括专利申请文件、专利审查意见的答复文件和变更专利权人的申请资料。

Article 3: Party B shall furnish Party A with the following Technical Materials to ensure Party A its possession of the Target Patents:

1. Official documents from Patent Office, including Notice on Patent Acceptance, Notice on Patent Review Comment and Certificates of Patents;
2. Full Text of authorized patents, including Patent Claims, Specifications and Abstract of Specifications;
3. Essential documents to be submitted to patent offices in Target Countries, including Patent Application Form, Reply to Patent Review Comment and Application Form for Change in Patentee.

第四条 乙方向甲方提交技术资料的时间、地点、方式如下:

1. 提交时间: 合同生效后 6 个月内
2. 提交地点: 中国山东济南
3. 提交方式: 电子邮件及邮寄

Article 4: Time, Location and Way of Party B's Provision of Technical Materials to Party A:

1. Time: Within sixth (6) months upon effective date of this Contract
2. Location: Jinan, Shandong, China
3. Method: E-mail and Mail

第五条 本合同签署后，由乙方负责在 90 日内办理标的专利转让登记事宜。

Article 5: Party B is liable to complete the registration formality with respect to the transfer of patent right/patent application right within ninety (90) days following the signing date of this Contract.

第六条 为保证甲方有效拥有标的专利，乙方向甲方转让与实施标的专利有关的技术秘密：

1. 技术秘密的内容：标的专利所涉及的所有的实验原始记录，实验报告，实验方案、实验图谱、财务资料等。
2. 技术秘密的实施要求：甲方严格按技术文件规定的条款实施。
3. 技术秘密的保密范围和期限：甲方不得以任何方式向外界泄露技术秘密，保密期限截止到技术秘密非因甲方违反保密义务而为公众所普遍且容易知悉为止。

Article 6: Party B shall transfer to Party A such technical secrets as in relation to the implementation of the Target Patents, so as to effectuate Party A's possession of the Target Patents:

1. Scope of technical secrets: all the original experimental records, experimental reports, experimental schemes, experimental maps and financial data etc. pertaining to the Target Patents.
2. Implementation requirements for technical secrets: relevant provisions under technical documents shall be strictly observed by Party A.
3. Scope and Term of Non-disclosure of Technical Secrets: no confidential information of the patented technology may be disclosed and divulged by Party A in any way. The term for Party A's non-disclosure obligation regarding the Technical Secrets shall be valid until such Technical Secrets go into the general public for reasons other than Party A's failure to comply with its non-disclosure obligation.

第七条 乙方应当保证标的专利的转让不侵犯任何第三人的合法权益。如发生第三人指控甲方侵权的，乙方应当配合甲方处理侵权诉讼。

Article 7: Party B shall ensure that the transfer of Target Patents will not infringe on the legal rights and interests of any third party. In case of any infringement claim asserted by a third party against Party A, Party B shall assist Party A in settling such infringement

action.

第八条 乙方对本合同签订后标的专利专利权被宣告无效,不承担任何义务或责任。

甲方自行承担标的专利专利权被宣告无效的后果,不得向乙方追偿。

Article 8: Party B shall not be held liable if the patent right be declared invalid upon effectiveness of this Contract, and Party A shall be responsible at its own expenses and costs for all resulting consequences following the invalidation of any or all of the Target Patents, and Party B is not liable for any compensation or indemnification of Party A for the aforesaid invalidation or resulting consequences thereof.

第九条 甲方应向乙方支付标的专利转让的价款及支付方式如下:

1. 专利权/专利申请权的转让价款总额为: 23,000,000.00 美元。
2. 专利权的转让价款由甲方分期支付乙方。
3. 具体支付方式和时间如下:

合同生效后完成在商务部的合同备案后 3 个月内支付合同总金额的 20%, 金额为 USD4,600,000.00 (美元肆佰陆拾万元整); 专利权/专利申请权变更全部完成后 3 个月内支付合同总金额剩余的 80%, 金额为 USD18,400,000.00 (美元壹仟捌佰肆拾万元整); 两次共支付合同总金额 USD23,000,000.00 (美元贰仟叁佰万元整)。

乙方开户银行名称、地址和帐号及户名为:

开户银行: 中国银行济南自贸区支行

地址: 山东省济南市高新区舜华路世纪财富中心 B 座一楼

帐号: 228643983028

户名: 山东亨利医药科技有限责任公司

Article 9: Transfer Price of the Target Patents to be Paid by Party A to Party B and Method of Payment:

1. Total amount of the transfer price of the Target Patents: USD23,000,000.00.
2. The transfer price of the Target Patents shall be paid by Party A to Party B by installments.

Method and Schedule of Payment:

20% of the Transfer Price, which is USD4,600,000.00 (in words: USD four million six hundred thousand), shall be paid within three (3) months upon completion of registration

of technique expert contracts; following the completion of ownership, patentee or applicant of the Target Patents, 80% of the Transfer Price, which is USD18,400,000.00 (in words: USD eighteen million four hundred thousand, shall be paid within three (3) months; the total amount of the Transfer Price under this Contract is USD23,000,000.00 (in words: USD Twenty three million).

Opening Bank, Bank Address, Account No. and Account Name of Party B:

Opening Bank: BANK OF CHINA JINAN FREE TRADE ZONE SUB-BRANCH

Address: THE FIRST FLOOR OF B BUILDING OF CENTURY FORTUNE PLAZA
JINAN SHANDONG CHINA

Account No.: 228643983028

Account Name: KBP Biosciences Co., Ltd.

第十条 双方确定，本合同生效后，甲方受让的标的专利被目标国家专利行政主管部门驳回的（标的专利为申请权的，则指申请权被驳回的情形），乙方不退还转让费用。

Article 10: The parties acknowledge that Party B shall not refund the Transfer Price if any application pertaining to the Target Patents submitted by Party A or any of Target Patents is rejected by the competent national administrative authority in any of the Target Countries for patent affairs upon effectiveness of this Contract.

第十一条 双方确定，在本合同履行中，任何一方不得以任何方式限制另一方的技术竞争和技术发展，乙方对甲方技术发展内容不承担任何责任。

Article 11: The parties acknowledge that, throughout the performance of this Contract, neither party may restrict the technological competition and advancement of the other party in any means, and Party B assumes no liability for Party A's technological advancement.

第十二条 双方确定：

1. 甲方有权利用标的专利进行后续改进。由此产生的具有实质性或创造性技术进步特征的新的技术成果，归甲方所有。
2. 乙方有权在已交付甲方标的专利后，对标的专利，包括其所保护的技术方案，进行后续改进。由此产生的具有实质性或创造性技术进步特征的新的技术成

果，归乙方所有。

Article 12: The parties acknowledge that:

1. Party A is entitled to further improve the Target Patents transferred by Party B. Any new technological achievement with substantive or innovative feature of technological advancements arising therefrom shall be owned by Party A.
2. Party B is entitled to further improve the Target Patents, including the technical solutions protected by such Target Patents already transferred to Party A. Any new technological achievement with substantive or innovative feature of technological advancements arising therefrom shall be owned by Party B.

第十三条 双方确定，按以下约定承担各自的违约责任：

1. 甲方违反本合同第六、九、十一、十二条约定，必须赔偿由违约给乙方造成的一切直接经济损失，违约金或损失赔偿额由乙方认可。
2. 乙方违反本合同第二、三、四、五、六、七、十一、十二条约定，必须赔偿由违约给甲方造成的一切直接经济损失。

Article 13: The parties acknowledge that, each party shall assume its corresponding liabilities for breach in accordance with the following provisions:

1. Where Party A violates Articles 6, 9, 11 and 12 of this Contract, Party A must indemnify all the direct economic losses suffered by Party B, and Party B shall be entitled to decide the precise and concrete amount of such losses..
2. Where Party B violates Articles 2, 3, 4, 5, 6, 7, 11 and 12 of this Contract, Party B must indemnify all the direct economic losses suffered by Party A therefore.

第十四条 双方确定，在本合同有效期内，甲方指定蔡军为甲方项目联系人，

乙方指定朱元菊为乙方项目联系人。项目联系人承担以下责任：

1. 处理本合同约定范围内的一切事务；
2. 处理违约事务。

一方变更项目联系人的，应当及时以书面形式通知另一方。未及时通知并影响本合同履行或造成损失的，应承担相应的责任。

Article 14: The parties acknowledge that, during the valid term hereof, CAI Jun is designated to be the project contact of Party A and ZHU Yuanju the project contact of Party B. The project contacts hereto shall assume the following responsibilities:

1. Deal with all the affairs prescribed hereunder.

2. to deal with any default of this Contract by such party which the contract represents.

Either party shall timely notify the other party in writing when changing its contact person for the Project. Where either party fails to perform the obligation of notification in time and thus affects the performance hereof or causes losses, it shall be liable accordingly.

第十五条 双方确定，出现下列情形，致使本合同的履行成为不必要或不可能的，可以解除本合同：

1. 发生不可抗力事件，致使本合同无法继续履行的或者继续履行的财务成本无法承担；
2. 双方一致同意解除本合同。因本合同被解除，标的专利需要变更权利人或申请人，由此产生的费用和税费均由甲方承担。

Article 15: The parties acknowledge that, this Contract may be rescinded if the performance hereof becomes unnecessary or impossible under the following circumstances:

1. It is impossible or financially unbearable for parties to continue to implement this Contract for any force majeure event;
2. The cooperation between the parties is ended by mutual consents. Where this Contract is terminated and the Target Patents are to be transferred back to Party B, Party A shall bear all costs and expenses and taxes, in any kind, incurred.

第十六条 双方因履行本合同而发生的争议，应协商、调解解决。协商、调解不成的，依法向乙方所在地人民法院起诉。

Article 16: Any dispute arising from the performance of this Contract shall be resolved by the parties through negotiation or mediation. If negotiation or mediation fails, the said dispute shall be submitted to the people's court in the place where Party B is located for litigation by law.

第十七条 双方约定本合同其他相关事项为：

1. 有关本合同其它约定事项由双方另行签订合同，作为本合同的补充条款与本合同具有同等法律效力。

2. 本合同双方签字盖章后生效。

Article 17: Miscellaneous:

1. Other matters in relation to this Contract shall be set forth by the parties through otherwise executed contracts, which constitute a supplement to and enjoy the same legal effect with this Contract.

2. This Contract shall take effect upon signature and seal of the parties.

第十八条 本合同一式 肆 份，具有同等法律效力。

Article 18: This Contract shall be made in four (4) counterparts of the same legal effect.

甲方: KBP 医药科技新加坡公司 For and on behalf of
KBP BIOSCIENCES PTE. LTD. (盖章)

Party A: KBP BIOSCIENCES PTE. LTD. Authorised Signature(s)
(Stamp)

董 事: 黄振华

Director: HUANG ZHENHUA

黄振华 (签名 Signature)

签订日期 Date of Signing: 2023.05.24

乙方: 山东亨利医药科技有限责任公司 (盖章)

Party B: KBP Biosciences Co., Ltd. (Stamp)



法 定 代 表 人: 黄振华

Legal representative: HUANG ZHENHUA

黄振华 (签名 Signature)

签订日期 Date of Signing: 2023.05.24

附件：本合同转让 KBP-5074 项目专利的专利权/专利申请权清单
 Annex: List of Patent Rights/Patent Application Rights for KBP-5074 Project Patent
 Transferred under this Contract

专利类型 Patent Type	申请号 Application Number	法律状态 Legal Status	申请日 Application Date	发明人 Inventor	申请人/专利权人 Applicant / Assignee
化合物专利 Compound patent	JP2013-524336	已授权 Issued	2011/08/18	黄振华 王金远 张德东 Zhenhua Huang Jinyuan Wang Dedong Zhang	山东亨利医药科技 有限责任公司 KBP BIOSCIENCES CO., LTD.
	US13/817,462	已授权 Issued			
	CA2,808,678	已授权 Issued			
适应症专利 Indication patent	US14/591,081	已授权 Issued	2015/01/07		
晶型专利 Polymorph patent	JP2020-73415	已授权 Issued	2013/12/23	姜辰 王爱臣 张德东 Chen Jiang Aichen Wang Dedong Zhang	山东亨利医药科技 有限责任公司 KBP BIOSCIENCES CO., LTD.
	JP2021-179425	在审 Pending			
	US14/653,933	已授权 Issued			
	CA2895968	已授权 Issued			
	BR1120150148395	已授权 Issued			
	KR10-2015-7019924	已授权 Issued			
	MX/A/2015/008193	已授权 Issued			
	NZ709361	已授权 Issued			
	SG11201504928X	已授权 Issued			
	IL239581	已授权 Issued			
	ZA2015/04485	已授权 Issued			
	AU2013362400	已授权 Issued			
	IN202348003124	在审 Pending			
RU2015130222	已授权 Issued				
剂量专利 Dosage patent	US16068432	在审 Pending	2017/9/22	黄振华 郭小翠 Zhenhua Huang Xiaocui Guo	山东亨利医药科技 有限责任公司 KBP BIOSCIENCES CO., LTD.
	JP2019-516210	已授权 Issued			
	CA3,037,588	已授权 Issued			
	AU2017329549	已授权 Issued			
	SG11201902469X	已授权 Issued			

NZ751901	已授权 Issued			
IN201947015188	已授权 Issued			
BR112019005214-3	在审 Pending			
KR10-2019-7009917	已授权 Issued			
MX/A/2019/003339	已授权 Issued			
RU2019110341	已授权 Issued			
RU2020120876	已授权 Issued			
EA201900668	已授权 Issued			
IL265560	已授权 Issued			
PE000668-2019/DIN	在审 Pending			
CL00753-2019	在审 Pending			
CO-NC2019/0003808	已授权 Issued			
ID-P00201902654	已授权 Issued			
MY-PI2019001497	已授权 Issued			
TH1901001650	在审 Pending			
VN1-2019-01277	在审 Pending			
MA45202	已授权 Issued			
SA519401354	在审 Pending			
TN2019/0063	在审 Pending			
PH1-2019-500516	已授权 Issued			
UA-A201904176	已授权 Issued			
EC-SENADI-2019-27578	在审 Pending			
HN793/2019	在审 Pending			
GT-A2019-000054	在审 Pending			
CU2019-0023	已授权 Issued			
DO-P2019-0072	在审 Pending			
PA92577-01	已授权 Issued			

	CR2019-000203	在审 Pending			
	ZA2019/01740	已授权 Issued			
工艺专利 Process Patent	JP2021-551807	在审 Pending	2020/3/2	黄源华 郭鹏飞 李承 Zhenhua Huang Pengfei Guo Cheng Li	山东亨利医药科技 有限责任公司 KBP BIOSCIENCES CO., LTD.
	US17/435,181	在审 Pending			
	EP20765627.3	在审 Pending			
	CA3,132,075	在审 Pending			
	BR112021017276-9	在审 Pending			
	KR10-2021-7031105	在审 Pending			
	MX/A/2021/010511	在审 Pending			
	NZ779681	在审 Pending			
	SG11202109564U	已授权 Issued			
	IL286015	在审 Pending			
	ZA2021/06376	已授权 Issued			
	AU2020230627	已授权 Issued			
	IN202147043840	在审 Pending			
	RU2021128216	已授权 Issued			
	PH1-2021-552095	在审 Pending			
	VN1-2021-05744	在审 Pending			
	PE1428-2021	在审 Pending			
	MY-PI2021004999	在审 Pending			
	TH2101005157	在审 Pending			
	CL02287-2021	在审 Pending			
	CO-NC2021/0012061	在审 Pending			
	ID-P00202108221	已授权 Issued			
UA-A202105530	在审 Pending				
KH/P/2021/00048	在审 Pending				

3.

nature(s)