PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8041147

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CALITHERA BIOSCIENCES, INC.	05/15/2023

RECEIVING PARTY DATA

Name:	FAETH THERAPEUTICS, INC.
Street Address:	701 TILLERY STREET #12
Internal Address:	#1010
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78702

PROPERTY NUMBERS Total: 20

Property Type	Number
Application Number:	12586241
Application Number:	12586309
Application Number:	13893163
Application Number:	13893187
Application Number:	14727336
Application Number:	15092833
Application Number:	15631375
Application Number:	15856510
Application Number:	16058306
Application Number:	16286753
Application Number:	16570182
Application Number:	16849128
Application Number:	17092957
Application Number:	17326813
Application Number:	17564723
Application Number:	17884934
Application Number:	18125325
Application Number:	13683967
Application Number:	14360267

PATENT REEL: 064156 FRAME: 0744

507994008

Property Type	Number
Application Number:	14884120

CORRESPONDENCE DATA

Fax Number: (202)842-7899

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.

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Address Line 1: 1299 PENNSYLVANIA AVENUE NW

Address Line 2: SUITE 700

Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER:	FATH-001/04US ET AL.
NAME OF SUBMITTER:	SCOTT K. SHAW
SIGNATURE:	/Scott K. Shaw/
DATE SIGNED:	07/05/2023

Total Attachments: 11

source=Faeth - Calithera - APA - Patent Assignment Agreement#page1.tif source=Faeth - Calithera - APA - Patent Assignment Agreement#page2.tif source=Faeth - Calithera - APA - Patent Assignment Agreement#page3.tif source=Faeth - Calithera - APA - Patent Assignment Agreement#page4.tif source=Faeth - Calithera - APA - Patent Assignment Agreement#page5.tif source=Faeth - Calithera - APA - Patent Assignment Agreement#page6.tif source=Faeth - Calithera - APA - Patent Assignment Agreement#page7.tif source=Faeth - Calithera - APA - Patent Assignment Agreement#page8.tif source=Faeth - Calithera - APA - Patent Assignment Agreement#page9.tif source=Faeth - Calithera - APA - Patent Assignment Agreement#page10.tif source=Faeth - Calithera - APA - Patent Assignment Agreement#page10.tif source=Faeth - Calithera - APA - Patent Assignment Agreement#page11.tif

EXHIBIT B

Patent Assignment Agreement

This PATENT ASSIGNMENT AGREEMENT (this "<u>Patent Assignment Agreement</u>") effective as of May 15, 2023 (the "<u>Effective Date</u>"), is executed by Calithera Biosciences, Inc., a Delaware corporation ("<u>Seller</u>") and delivered to Faeth Therapeutics, Inc, a Delaware corporation ("<u>Purchaser</u>"). All capitalized terms used and not defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement (the "<u>APA</u>"), effective as of the Effective Date, by and between Seller and Purchaser.

WHEREAS, Seller is the owner of certain patents and patent applications as set forth in <u>Annex 1</u> attached hereto (the "Assigned Patents"); and

WHEREAS, pursuant to the APA, Seller has agreed to sell, assign, transfer and deliver to Purchaser all right, title and interest in and to the Assigned Patents;

NOW, THEREFORE, in consideration of the foregoing premises and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. Assignment of Patents. Effective as of the Effective Date, Seller sells, transfers, conveys, assigns and delivers to Purchaser and Purchaser accepts all right, title and interest of Seller in and to (a) the patents and patent applications set forth in Annex 1 hereto; (b) all inventions and improvements described and claimed therein, and all divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights, and patents which may be granted from any of the foregoing; (c) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (e) all rights corresponding to any of the foregoing throughout the world; (f) all patent term extensions or restorations by existing or future extension or restoration mechanisms, including any supplementary protection certificates and the like of the foregoing patents and patent applications; and (g) the right to assign the rights conveyed herein, the same to be held and enjoyed by Purchaser for Purchaser's own use and benefit, and for the benefit of Purchaser's successors, assigns, and legal representatives.
- 2. <u>Terms of APA</u>. The parties hereto acknowledge and agree that this Patent Assignment Agreement is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned Patents. In the event of any conflict or inconsistency between the terms of the APA and the terms of this Patent Assignment Agreement, the terms of the APA shall govern.
- 3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment Agreement upon request by Purchaser. For thirty (30) days following the Effective Date, upon Purchaser's reasonable request and at Purchaser's expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and Purchaser's successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Patents to Purchaser, or any assignee or successor thereto.

- 4. <u>Successors</u>. This Patent Assignment Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Seller and Purchaser.
- 5. <u>Governing Law.</u> This Patent Assignment Agreement (including construction, validity and performance hereof) and all disputes or controversies arising out of or relating to this Patent Assignment Agreement or the transactions contemplated hereby shall be governed by and interpreted in accordance with the internal laws of the State of Delaware as applied to contracts made between Delaware residents in Delaware and solely to be performed in Delaware (without reference to conflicts of law principles).
- 6. <u>Counterparts</u>. This Patent Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Patent Assignment Agreement by facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, the Uniform Electronic Transactions Act or other applicable law, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be effective as delivery of a manually-executed counterpart thereof and shall be deemed an original signature for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has caused this Patent Assignment Agreement to be duly executed
effective as of the Effective Date.

	Calithera Biosciences, Inc.
	By: Stephanie Wong
	Name: Stephanie Wong Title: CFO
ACCEPTED:	
Faeth Therapeutics, Inc.	
By: Name: Anand Parikh Title: CEO	

IN WITNESS WHEREOF	F, Seller has caused this Patent Assignment Agreement to be duly	y executed
effective as of the Effective Date.		

	Calithera Biosciences, Inc.
	By: Name: Stephanie Wong Title: CFO
ACCEPTED:	
Faeth Therapeutics, Inc.	
By: <u>luand Parikh</u> Name: Anand Parikh Title: CEO	

12/586241	US8476431	Granted	Benzoxazole kinase inhibitors and methods of use
12/586309	US8476282	Granted	Benzoxazole kinase inhibitors and methods of use
13/893163		Abandoned	Benzoxazole kinase inhibitors and methods of use
13/893187		Abandoned	Benzoxazole kinase inhibitors and methods of use
14/727336	US9345706	Granted	Benzoxazole kinase inhibitors and methods of use
15/092833		Abandoned	Benzoxazole kinase inhibitors and methods of use
15/631375		Abandoned	Benzoxazole kinase inhibitors and methods of use
15/856510		Abandoned	Benzoxazole kinase inhibitors and methods of use
16/058306		Abandoned	Benzoxazole kinase inhibitors and methods of use
16/286753		Abandoned	Benzoxazole kinase inhibitors and methods of use
16/570182		Abandoned	Benzoxazole kinase inhibitors and methods of use
16/849128		Abandoned	Benzoxazole kinase inhibitors and methods of use
17/092957		Abandoned	Benzoxazole kinase inhibitors and methods of use
17/326813		Abandoned	Benzoxazole kinase inhibitors and methods of use
17/564723		Abandoned	Benzoxazole kinase inhibitors and methods of use
17/884934		Abandoned	Benzoxazole kinase inhibitors and methods of use
18/125325		Pending	Benzoxazole kinase inhibitors and methods of use
61/198200		Expired	Benzoxazole kinase inhibitors and methods of use
61/201923		Expired	Benzoxazole kinase inhibitors and methods of use
61/214261		Expired	Benzoxazole kinase inhibitors and methods of use
61/230655		Expired	Benzoxazole kinase inhibitors and methods of use
PCT/US09/05958		Expired	Benzoxazole kinase inhibitors and methods of use
PCT/US09/05959		Nationalized	Benzoxazole kinase inhibitors and methods of use
2009310364	AU2009310364	Granted	Benzoxazole kinase inhibitors and methods of use
PI 0920500-4	BRP10920500	Granted	Benzoxazole kinase inhibitors and methods of use
2741898	CA2741898	Granted	Benzoxazole kinase inhibitors and methods of use
201510006838.6	CN104710428	Granted	Benzoxazole kinase inhibitors and methods of use
200980153705.4	CN102271513	Granted	Benzoxazole kinase inhibitors and methods of use
	12/586241 12/586309 13/893163 13/893163 13/893187 14/727336 15/092833 15/631375 15/631375 16/286753 16/570182 16/849128 17/092957 17/326813 17/564723 17/884934 18/125325 61/198200 61/201923 61/214261 61/230655 PCT/US09/05958 PCT/US09/05958 PCT/US09/05958 PCT/US09/05958 PCT/US09/05959 2009310364 PI 0920500-4 2741898 201510006838.6	0 4 0 4	US8476431 US8476282 US9345706 US9345706

Annex 1 to Patent Assignment Agreement - Assigned Patents 47.8 EP2365750 Granted Benzoxazole Benzoxazole kinase inhibitors and methods of use

European Patent

09823947.8

																														Convention
Romania	Portugal	Poland	Norway	Netherlands	Malta	Macedonia	Monaco	Latvia	Luxembourg	Lithuania	Italy	Iceland	Ireland	Hungary	Croatia	Greece	United Kingdom	France	Finland	Spain	Estonia	Denmark	Germany	Czech Republic	Cyprus	Switzerland	Bulgaria	Belgium	Austria	
09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	09823947.8	
EP2365750																														
Benzoxazole kinase inhibitors and methods of use																														

EP2365750 Expired EP3153023 Expired EP3153023 Expired EP3153023 EP
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Vinces inhihiter notingenha		027970	201490446	Moldova
Kinase inhibitor polymorphs		027970	201490446	Kyrgyzstan
Kinase inhibitor polymorphs		027970	201490446	Kazakhstan
Kinase inhibitor polymorphs		027970	201490446	Belarus
Kinase inhibitor polymorphs		027970	201490446	Azerbaijan
Kinase inhibitor polymorphs		027970	201490446	Armenia
Kinase inhibitor polymorphs	Abandoned	EA027970B1	201490446	Eurasian Patent Convention
Kinase inhibitor polymorphs			DOP2014000027A	Dominican Republic
Kinase inhibitor polymorphs			CR20140082A	Costa Rica
Kinase inhibitor polymorphs			CO6960542A2	Colombia
Kinase inhibitor polymorphs	Abandoned		CN201280043863A	China
Kinase inhibitor polymorphs			CL2014000343A	Chile
Kinase inhibitor polymorphs	Abandoned		CA2844742A	Canada
Kinase inhibitor polymorphs			a20140151	Belarus
Kinase inhibitor polymorphs	Abandoned		BR112014003214A	Brazil
Kinase inhibitor polymorphs	Granted	10371	140119	Algeria
Kinase inhibitor polymorphs	Granted	AU2012294202	2012294202	Australia
				CBH-228 Samily 8
Benzoxazole kinase inhibitors and methods of use	Granted	2016-GE-346959	2016/12030	Turkey
Benzoxazole kinase inhibitors and methods of use	Granted	2015/05582	2015/05582	South Africa
Benzoxazole kinase inhibitors and methods of use	Granted	2011/03270	2011/03270	South Africa
Benzoxazole kinase inhibitors and methods of use	Abandoned		10201501703T	Singapore
Benzoxazole kinase inhibitors and methods of use	Granted	SG10201501702W	10201501702W	Singapore
Benzoxazole kinase inhibitors and methods of use	Abandoned		2011030525	Singapore
Benzoxazole kinase inhibitors and methods of use	Granted	NZ609221	609221	New Zealand
Benzoxazole kinase inhibitors and methods of use	Granted	NZ592608	592608	New Zealand
Benzoxazole kinase inhibitors and methods of use	Granted	MX361811	MX/a/2016/011082	Mexico
Benzoxazole kinase inhibitors and methods of use	Granted	MX341591	MX/a/2014/006582	Mexico
Benzoxazole kinase inhibitors and methods of use	Granted	MX320742	MX/a/2011/004523	Viexico

	Annex 1 to F	Annex 1 to Patent Assignment Agreement - Assigned Patents	\greement - Assig	ned Patents
Tajikistan	201490446	027970		Kinase inhibitor polymorphs
Turkmenistan	201490446	027970		Kinase inhibitor polymorphs
Ecuador	SP-14-13236			Kinase inhibitor polymorphs
Egypt	PCT178/2014			Kinase inhibitor polymorphs
European patent convention	128217908		Abandoned	Kinase inhibitor polymorphs
Georgia	AP2012013414			Kinase inhibitor polymorphs
Hong Kong	14112711.7		Abandoned	Kinase inhibitor polymorphs
Hong Kong	15101873.3		Abandoned	Kinase inhibitor polymorphs
Indonesia	P-00201401372		Granted	Kinase inhibitor polymorphs
Israel	230850		Abandoned	Kinase inhibitor polymorphs
India	1147/DELNP/2014		Abandoned	Kinase inhibitor polymorphs
Indonesia	P00201401372	IDP000069454	Granted	Kinase inhibitor polymorphs
Japan	2014-525168	2014-521726	Granted	Kinase inhibitor polymorphs
Kenya	KE/P/2014/002000			
Kazakhstan	2014/1530.1	31273	Granted	Kinase inhibitor polymorphs
Mexico	MX/a/2014/001662		Abandoned	Kinase inhibitor polymorphs
Malaysia	PI 2014000363	MY-186267-A	Granted	Kinase inhibitor polymorphs
Morocco	36803		Abandoned	Kinase inhibitor polymorphs
New Zealand	622208	622208	Granted	Kinase inhibitor polymorphs
Patent Cooperation Treaty	PCT/US2012/050453		Nationalized	Kinase inhibitor polymorphs
Philippines [§]	1-2014-500331	1-2014-500331	Granted	Kinase inhibitor polymorphs
Nigeria	NG/PT/C/2014/188	4161	Granted	Kinase inhibitor polymorphs
New Zealand	622208	622208	Granted	Kinase inhibitor polymorphs
Peru	PE2014000191A	PE20141358A1	Granted	Kinase inhibitor polymorphs
Thailand	1401000726			Kinase inhibitor polymorphs
Tunisia	TN2014/0063	23801	Granted	Kinase inhibitor polymorphs
Ukraine	a201402351			Kinase inhibitor polymorphs
Russia	2014109023	263588	Granted	Kinase inhibitor polymorphs
Singapore	10201606288T		Pending	Kinase inhibitor polymorphs
Singapore	2014009492		Abandoned	Kinase inhibitor polymorphs
South Korea	10-2014-7006105		Abandoned	Kinase inhibitor polymorphs
South Africa	2014/01211	2014/01211	Granted	Kinase inhibitor polymorphs

Combination pharmaceutical compositions and uses thereof		EP2705181 EP2705181 EP2705181 EP2705181 EP2705181	12779459.2 12779459.2 12779459.2 12779459.2 12779459.2 12779459.2	Switzerland Germany Spain France United Kingdom Luxembourg
Combination pharmaceutical compositions and uses thereof	Granted Granted Granted Granted	6047149 2836769 CN103703174B EP2705181	2014-509505 2836769 201280033418.1 12779459.2	Japan [®] Canada* China* Europe*
Enhanced treatment regimens using mTOR inhibitors Enhanced treatment regimens using mTOR inhibitors ized Enhanced treatment regimens using mTOR inhibitors	Granted Granted Abandoned Nationalized Granted Expired Abandoned Abandoned Abandoned	9174994 9669032 6130391	14/360267 14/884120 13/683967 PCT/US12/66431 2014-543592 61/563516 2856803 201280067718.1 12851154 15103955	United States of America United States of America United States of America United States of America Patent Cooperation Treaty Japan United States of America Canada Canada China European Patent Convention Hong Kong
Kinase inhibitor polymorphs Expired Expired Kinase inhibitor polymorphs Abandoned Abandoned Kinase inhibitor polymorphs Abandoned Kinase inhibitor polymorphs Abandoned Kinase inhibitor polymorphs	Expired Abandoned Abandoned Granted	20269	2015/02063 61/522624 14/238426 15/481582 1-2014-00758	South Africa United States of America United States of America United States of America Uzbekistan Vietnam

United States of America 14/113982	United States of America 15/	Patent Cooperation Treaty PCT/US2012/036688	United States of America 61/482568	Macao* J/00	Hong Kong* 14109188.7	Italy 127	Ireland 127
113982	15/092713	Γ/US2012/036688	482568	J/002673	09188.7	12779459.2	12779459.2
	US10172858			J/002673	1195793	EP2705181	EP2705181
Abandoned	Abandoned	Nationalized	Abandoned	Granted	Granted		Abandoned Co
Combination pharmaceutical compositions and uses thereof							

PATENT REEL: 064156 FRAME: 0756

RECORDED: 07/05/2023