## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8063358

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
THE CHILDREN'S HOSPITAL OF PHILADELPHIA	07/10/2023

### **RECEIVING PARTY DATA**

Name:	THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA	
Street Address:	3160 CHESTNUT STREET	
Internal Address:	SUITE 200	
City:	PHILADELPHIA	
State/Country:	PENNSYLVANIA	
Postal Code:	19104	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	15757123
Application Number:	18351151

### **CORRESPONDENCE DATA**

**Fax Number:** (617)261-3175

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.

**Phone:** (617) 261-3100

**Email:** USPatentMail@klgates.com, Katie.Mason@klgates.com,

Chris.Wilson@klgates.com

Correspondent Name: K&L GATES LLP

Address Line 1: STATE STREET FINANCIAL CENTER

Address Line 2: ONE LINCOLN STREET

Address Line 4: BOSTON, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	BER: N2067-7096US/N2067-709640	
NAME OF SUBMITTER:	KATIE MASON	
SIGNATURE:	/Katie Mason/	
DATE SIGNED:	07/18/2023	

### **Total Attachments: 4**

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## **CONFIRMATORY ASSIGNMENT**

This Confirmatory Assignment is entered into by and between The Children's Hospital of Philadelphia®, a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania with an address at 34th and Civic Center Blvd., Philadelphia, PA 19104 (hereinafter "ASSIGNOR"), and The Trustees Of The University Of Pennsylvania of 3160 Chestnut Street, Suite 200, Philadelphia, Pennsylvania 19104, a university of higher education in Pennsylvania (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR and ASSIGNEE are parties to an agreement entitled "Master Research Agreement" dated June 24, 2013 and an agreement entitled "Clinical Trial Agreement" dated January 29, 2013 (hereinafter the "AGREEMENTS") duly entered into;

WHEREAS, ASSIGNOR assigned to ASSIGNEE all of ASSIGNOR's right, title and interest in certain intellectual property, including U.S. Provisional Application No. 62/381153, filed August 30, 2016, International Application No. PCT/US2016/050112 filed September 2, 2016, and U.S. Application No. 15/757123 filed March 2, 2018, in accordance with the terms and conditions set forth in the AGREEMENTS;

WHEREAS, ASSIGNOR seeks to confirm, and ASSIGNEE desires the execution of a confirmatory assignment document confirming ASSIGNOR's assignment of all its right, title and interest in U.S. Provisional Application No. 62/381153, filed August 30, 2016, International Application No. PCT/US2016/050112 filed September 2, 2016, and U.S. Application No. 15/757123 filed March 2, 2018, in accordance with the terms and conditions set forth in the AGREEMENTS;

NOW, THEREFORE, for and in consideration of the AGREEMENTS and of other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby confirms its sale, assignment, and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, ASSIGNOR's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to:

- (1) all of the inventions and discoveries described in U.S. Provisional Application No. 62/381153 filed August 30, 2016, International Application No. PCT/US2016/050112 filed September 2, 2016, and U.S. Application No. 15/757123 filed March 2, 2018, and in any provisional or non-provisional application(s) to which said application(s) claims priority;
- (2) the patents and patent applications identified in paragraph (1), and all applications claiming priority from such application(s), directly or indirectly, including all national stages of any international patent application(s); and
- (3) all of said inventions or improvements of the patents and application identified in paragraphs (1) and (2) and any and all corresponding patent application(s) and continuations, divisions and renewals of and substitutes for said corresponding patent application(s), and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United

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States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent.

To the extent that any of the above-mentioned rights may still be outstanding, ASSIGNOR hereby sells, assigns, and transfers unto said ASSIGNEE, its successors, assigns, and legal representatives, said outstanding rights.

ASSIGNOR hereby assigns to and authorizes said ASSIGNEE, to file in our names corresponding patent applications for Letters Patent in all countries, the same to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND ASSIGNOR hereby covenants that ASSIGNOR had full right to convey the entire interest assigned in said AGREEMENTS, and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that ASSIGNOR will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said ASSIGNEE, its successors, assigns, nominees or legal representatives, and ASSIGNOR agrees to communicate to said ASSIGNEE, or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents of applications as aforesaid, to issue to said ASSIGNEE, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

AND, ASSIGNOR hereby further agrees that should any provision of this Confirmatory Assignment be deemed invalid or unenforceable by reason of any law, statute, regulation or judgment, existing now or in the future in any jurisdiction, such provision shall be modified in such jurisdiction so as to nearly approximate the intent of the ASSIGNOR and the ASSIGNEE. If this cannot be done, such invalid or unenforceable provision shall be divisible and be deleted in any such jurisdiction, and all other provisions shall remain in full force and effect. The modification or deletion of any provision in one jurisdiction shall have no effect on this Confirmatory Assignment in any other jurisdiction.

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Nothing in this Assignment shall be construed to increase, expand, decrease, or affect in any way the rights granted by ASSIGNOR to the ASSIGNEE pursuant to the AGREEMENTS.

The Children's Hospital of Philadelphia®,

Date: July 10, 2023

NAME OF THE PARTY OF

NAME

Witnessed by:

Name:

Olivia Tornetta

Address:

Pottstomn, PA 19465

Name: Tyler Tornetta

Address: Pottstown, PA 19465

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(Seal)

# The Trustees Of The University Of Pennsylvania

July	11,2073
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Penn Center for innovation Chief Operations Officer Executive Director Intellectual Property

TITLE

Witnessed by:

Address: 3600 GVG CEMER BING.

9 th Flow

9 Flow Phila., PA 19104

Name:

Address: 3600 Cours Conter Blud Gill

Philos PR 19104

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**RECORDED: 07/18/2023**