

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8149223

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BIOTARGET ENGAGEMENT INTEREST GROUP AB	08/03/2023
RECEIVING PARTY DATA	
Name:	PELAGO BIOSCIENCE AB
Street Address:	SCHEELES VÄG 1
City:	SOLNA
State/Country:	SWEDEN
Postal Code:	171 65
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8969014
Patent Number:	9523693
Patent Number:	9528996
CORRESPONDENCE DATA	
Fax Number:	(617)217-4699
<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:	617-217-4700
Email:	IPdocket@nelsonmullins.com, jackeline.flores@nelsonmullins.com
Correspondent Name:	NELSON MULLINS RILEY & SCARBOROUGH LLP
Address Line 1:	ONE FINANCIAL CENTER
Address Line 2:	SUITE 3500
Address Line 4:	BOSTON, MASSACHUSETTS 02111
ATTORNEY DOCKET NUMBER:	DRJ-000
NAME OF SUBMITTER:	/JILL G. SLOPER, ESQ./
SIGNATURE:	/Jill G. Sloper, Esq./
DATE SIGNED:	09/05/2023
Total Attachments: 9	
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INTELLECTUAL PROPERTY RIGHTS TRANSFER AND ASSIGNMENT AGREEMENT

This intellectual property rights transfer and assignment agreement (the **Agreement**) has been entered into on 3 August 2023 by and between:

- (1) **Pelago Bioscience AB**, a limited liability company duly registered and validly existing under the laws of Sweden, with registration number 556924-1671, and having its registered office at Scheeles väg 1, 171 65 Solna (**Pelago**);
- (2) **Biotarget Engagement Interest Group AB**, a limited liability company duly registered and validly existing under the laws of Sweden, with registration number 559029-4368, and having its registered office at c/o Pelago Bioscience, Scheeles väg 1, 171 65 Solna (**BEIG**); and
- (3) **Pär Nordlund**, a Swedish individual with personal identification number 580826-1051 and residential address at Roslagsgatan 47, 113 54 Stockholm (**Pär Nordlund**);

Pelago, BEIG and Pär Nordlund are hereinafter jointly referred to as the **Parties**, or individually as a **Party**.

BACKGROUND

- (A) Pär Nordlund is the inventor behind the Cellular Thermal Shift Assay (CETSA®) technology, which is a well-established, proven and accurate technique for measuring compound binding to target proteins, and which *inter alia* is protected via several patents, as further outlined in table A of Schedule 1 hereto.
- (B) In 2014, Pär Nordlund transferred and assigned all his rights, title and interests in the CETSA technology, including any and all Intellectual Property Rights in or pertaining thereto, to Evitraproteoma AB, a limited liability company duly registered and validly existing under the laws of Sweden, with registration number 556657-2318 (**Evitra**);
[REDACTED]
- (C) Evitra and Pelago entered into a patent license agreement on 26 May 2014, which is attached hereto as Schedule 2, pursuant to which: (i) Pelago was granted an exclusive, irrevocable, world-wide, perpetual license to the CETSA technology; and (ii) Pär Nordlund, for the benefit of Evitra, confirmed to have transferred and assigned all his rights, title and interests in the CETSA technology, including any and all Intellectual Property Rights in or pertaining thereto, to Evitra. [REDACTED]
[REDACTED]
- (D) Pursuant to an intellectual property rights transfer and assignment agreement, dated 9 December 2015, by and between Evitra and BEIG, Evitra assigned all its rights, title and interests in the CETSA technology, including any and all Intellectual Property Rights in or pertaining thereto, to BEIG; [REDACTED], which agreement is attached hereto as Schedule 3. In connection with said transfer and assignment, the patent license agreement in Schedule 2 was effectively terminated.
- (E) Pär Nordlund, Daniel Martinez Molina and Thomas Lundbäck are co-inventors behind a continuation-in-part of the CETSA technology, which *inter alia* is protected via the patents outlined in table B of Schedule 1 hereto. Each of the co-inventors assigned all of their

respective rights, title and interests thereto, including any and all Intellectual Property Rights in or pertaining thereto, to Pelago in 2015 [REDACTED]

[REDACTED], who in turn, through an intellectual property rights transfer and assignment agreement dated 9 December 2015, by and between Pelago and BEIG, transferred and assigned all its rights, title and interests thereto, including any and all Intellectual Property Rights in or pertaining thereto, to BEIG.

- (F) Pelago currently holds an exclusive, irrevocable, world-wide, perpetual license to the CETSA technology, including to the continuation-in-part thereof referred to in Section E above, pursuant to a patent license agreement entered into by and between BEIG and Pelago on 12 December 2017 (the **BEIG / Pelago License Agreement**), which is attached hereto as Schedule 4.

- (G) [REDACTED]
[REDACTED]
[REDACTED]

- (H) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- (I) [REDACTED]
[REDACTED] BEIG now wishes to: (i) transfer and assign all its rights, title and interests in the CETSA technology, including to the continuation-in-part thereof referred to in Section E above, including any and all Intellectual Property Rights in or pertaining thereto, to Pelago, and (ii) terminate the BEIG / Pelago License Agreement, and Pelago wishes to acquire and assume such rights in full, on the terms and subject to the conditions of this Agreement.

- (J) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

For the purposes of this Agreement:

Intellectual Property Rights shall mean: (a) any intellectual property rights of any kind existing anywhere in the world, whether registered or not or registerable or not, including, but not limited to, patents, copyrights, moral rights, trade secrets and know-how, design rights, publishing rights, database rights, domain names and web addresses, trade-, business- and company names, service marks and logos and any goodwill associated therewith, including any registrations or applications for registration for any intellectual property rights (including any divisionals, continuations, continuations-in-part, renewals, reissuances and extensions), and any other protected material, in any form or format; (b) rights under licenses, consents, orders, statutes or otherwise in relation to a right in (a); and (c) the right to bring a claim or suit against any person for past, present or future infringements of any of the foregoing rights.

1. TRANSFER AND ASSIGNMENT OF THE CETSA INTELLECTUAL PROPERTY RIGHTS

- 1.1 BEIG hereby irrevocably transfers and assigns all its rights, title and interests to the CETSA technology, including to the invention behind the continuation-in-part referred to in Section E above, including any and all Intellectual Property Rights in or pertaining thereto in any and all jurisdictions, including, but not limited to, those outlined in tables A and B of Schedule 1 hereto to Pelago (the **Assigned CETSA IPR**). This transfer and assignment include an unlimited right for Pelago and its successors (and/or their designees) to, in its / their own discretion, transfer, reassign, license or otherwise dispose of all or any part of the Assigned CETSA IPR to any party, and to make any changes, modifications, further developments and derivative works thereof, as well as making available the Assigned CETSA IPR in any existing or future media anywhere in the world.
- 1.2 BEIG hereby also confirms that it shall have no claims to the Assigned CETSA IPR in any jurisdiction, including no rights whatsoever to use the Assigned CETSA IPR, and that the decision whether or not to continue to commercialize the Assigned CETSA IPR solely vests with Pelago and its successors (and/or their designees) in its / their sole discretion and that BEIG will not claim any consideration as a result of commercialization or marketing of the Assigned CETSA IPR by Pelago and/or its successors (and/or their designees).
- 1.3 BEIG further agrees to, without any compensation, assist Pelago and its successors (and/or their designees) to assign, secure and enforce all Intellectual Property Rights in the Assigned CETSA IPR in any and all jurisdictions, including, but not limited to, participate in all actions necessary for Pelago and its successors (and/or their designees) to enjoy its / their rights under the Assigned CETSA IPR, such as signing any deeds or documents to effectuate the registration of Pelago and its successors (and/or their designees) as the proprietor of the Assigned CETSA IPR as deemed necessary by any of the latter and to give Pelago and its successors (and/or their designees) all pertinent information and data deemed necessary by any of the latter.
- 1.4 BEIG and Pelago hereby also confirm that through the execution of this Agreement the BEIG / Pelago License Agreement is effectively terminated. Save for the Additional Consideration (as defined below), BEIG further confirms that it has no claims (whether past, present or future) against Pelago or its successors (or their designees) pursuant to, or as a result of the termination of, the BEIG / Pelago License Agreement, including, but not limited no, any claim for royalty or any other compensation.
- 1.5 As consideration for the Assigned CETSA IPR acquired and assumed by Pelago hereunder, BEIG shall be entitled to a total consideration of (i) SEK one (1), [REDACTED]
[REDACTED]
[REDACTED]
plus (ii) an additional consideration [REDACTED]
[REDACTED]
[REDACTED] (the "Additional Consideration").
- 1.6 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- [REDACTED]
- 1.7 [REDACTED]
- 1.8 [REDACTED]
- 1.9 [REDACTED]
2. [REDACTED]
- 2.1 [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

[REDACTED]

2.2 [REDACTED]

3. [REDACTED]

4. [REDACTED]

5. CHOICE OF LAW AND DISPUTE RESOLUTION

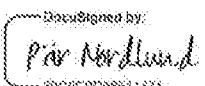
5.1 This Agreement shall be exclusively governed by and construed in accordance with Swedish law without giving effect to any choice or conflict of law provisions.

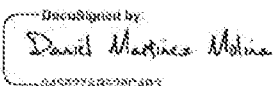
5.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the **SCC**).

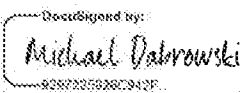
5.3 The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, Sweden and the language to be used in the arbitral proceedings shall be Swedish or English.

Each of the Parties, by its duly authorized representative, has entered into this Agreement as of the date specified above.

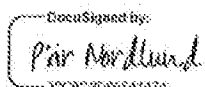
**BIOTARGET ENGAGEMENT
INTEREST GROUP AB**

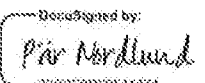
Signature: 
Name: Pär Nordlund

Signature: 
Name: Daniel Martinez Molina

Signature: 
Name: Michael Dabrowski

PELAGO BIOSCIENCE AB

Signature: 
Name: Pär Nordlund, by power of attorney

Signature: 
Name: Pär Nordlund

I hereby agree to be bound by
Section 1.9 herein.

Signature: 
Name: Daniel Martinez Molina

I hereby agree to be bound by
Section 1.9 herein.

Signature: 
Name: Michael Dabrowski

Schedule 1

Table A			
Patent family	Geography patent/application number	Patent expiry	Inventor(s)
CETSA	GB-A0-201106548	Not applicable (priority)	Pär Nordlund
	PCT (WO12143714)	Not applicable	Pär Nordlund
	USA (US-B2-8969014)	18 April 2032	Pär Nordlund
	USA (US-B2-9528996)	18 April 2032	Pär Nordlund
	Hong Kong (HK-B-1192612)	17 April 2034	Pär Nordlund
	India (IN-B-311112)	18 April 2032	Pär Nordlund
	Great Britain (GB-B-2490404)	18 April 2032	Pär Nordlund
	Europe (EP-B1-2699910) (validated as national patents in Austria, Belgium, Switzerland, Germany, Denmark, Spain, Finland, France, Great Britain, Ireland, Italy, Netherlands, Sweden)	18 April 2032* Note, in some countries, the expiry date is one day before the 20 th anniversary of the filing date, i.e. 17 April 2032. This is the case for Switzerland .	Pär Nordlund
	Other markets (Australia (AU-BB-2012246069), Canada (CA-C-2833076), China (C-B-103733067), Japan (JP-B2-6032715), South Korea (KR-B1-101940342), Malaysia (MY-A-171913), Singapore (SG-A1-194137))	18 April 2032	Pär Nordlund

Table B			
Patent family	Geography patent/application number	Patent expiry	Inventor(s)
CETSA	USA (US-B2-9523693) (Continuation In Part)	18 May 2032	Pär Nordlund, Daniel Martinez Molina, Thomas Lundbäck

Table C			
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]
	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED]

Pages 8 – 32 are redacted