

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT8149341

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WELLSTAT THERAPEUTICS CORPORATION	08/14/2023
RECEIVING PARTY DATA	
Name:	PHARMA CINQ, LLC
Street Address:	1601 RESEARCH BOULEVARD
City:	ROCKVILLE
State/Country:	MARYLAND
Postal Code:	20850
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	17176923
Patent Number:	10934284
Application Number:	16015264
Patent Number:	10030015
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NAME OF SUBMITTER:	MINXI RAO, REG. NO. 76886
SIGNATURE:	/Minxi Rao/
DATE SIGNED:	09/05/2023
Total Attachments: 21	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “Patent Assignment”), dated as of August 14, 2023, is entered into by and between Janet M. Nesse, solely in her capacity as chapter 7 trustee (“Seller”) of the bankruptcy estates of Wellstat Therapeutics Corporation, a Delaware corporation, and Wellstat Biologics Corporation, a Delaware corporation (the “Debtors”), and Pharma Cinq, LLC, a Delaware limited liability company (“Buyer”), the purchaser of the Acquired Assets pursuant to that certain Asset Purchase Agreement, dated August 12, 2023 (the “Purchase Agreement”), among Buyer, Seller, the Debtors and the Affiliated Entities. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Seller has agreed, among other things, to sell, convey, assign and transfer to Buyer the Acquired Assets, which include certain intellectual property rights of Seller, including the Assigned Patent Rights (as defined below) of Seller;

WHEREAS, in connection with such sale, conveyance, assignment, and transfer of the Assigned Patent Rights, Seller delivers this Patent Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby irrevocably sells, conveys, assigns and transfers to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following, free and clear of all Liens, Claims, encumbrances and other interests (other than as expressly set forth in the Purchase Agreement or Sale Order), pursuant to the terms set forth in the Purchase Agreement:

(a) (i) all patents and patent applications (including provisional patent applications) in any jurisdiction, together with all divisionals, continuations and continuations-in-part that claim priority to, or common priority with, the foregoing; (ii) all patents issuing therefrom (including utility models and design patents and certificates of invention); (iii) all reissues, reexaminations, inter partes reviews, renewals, restorations, extensions and supplementary protection certificates of any of the foregoing patent applications or patents; (iv) all confirmation patents, registration patents or patents of addition based on any of the foregoing patents; and (v) all foreign counterparts of any of the foregoing, or as applicable portions thereof (all of the foregoing items under clauses

(i) through (v), “Patent Rights”), in each case of clauses (i) through (v), that are owned by Seller, including without limitation the Patent Rights set forth on Schedule 1 hereto, together with the right to file applications and obtain Patent Rights; and

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties

and conventions, and otherwise throughout the world (as all of the forgoing items under clauses (a) and (b), the "Assigned Patent Rights").

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents 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 upon request by Buyer. As of and following the date hereof, and in accordance with the terms of the Purchase Agreement, Seller shall promptly execute and deliver such documents as Buyer or its counsel may reasonably request, and take such further actions, to effectuate the purposes of this Patent Assignment, 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 Patent Rights to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. This Patent Assignment, the Purchase Agreement and the schedules, annexes, and exhibit thereto, any other document required under the Purchase Agreement, including the Conveyance Documents, contain the entire understanding between the parties hereto with respect to the transactions contemplated by hereby and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patent Rights. Seller and Buyer, by their execution of this Patent Assignment, hereby acknowledge and agree that neither the representations, warranties, covenants, agreements and indemnities, nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, decreased, modified, or altered in any way by this Patent Assignment. In the event of any inconsistencies or conflicts between this Patent Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. Assignment. This Patent Assignment may be assigned by Buyer in accordance with Section 11.1 of the Purchase Agreement.

5. Amendments; Waivers. This Patent Assignment may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

6. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Patent Assignment.

7. Parties in Interest. This Patent Assignment shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto. Nothing in this Patent Assignment, express or implied, is intended to confer upon any other Person any

legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Patent Assignment except as expressly set forth herein.

8. Governing Law. This Patent Assignment shall be construed, performed and enforced in accordance with, and governed by, the Laws of the United States of America and the State of Delaware (without giving effect to the principles of conflicts of laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code.

9. Severability. In the event that any part of this Patent Assignment is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Patent Assignment shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of the date this Patent Assignment was executed or last amended.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Patent Assignment Agreement as of the date first above written.

SELLER:

CHAPTER 7 TRUSTEE

By: 

Name: Janet M. Nesse

Title: Chapter 7 trustee of the bankruptcy estates of Wellstat Therapeutics Corporation and Wellstat Biologics Corporation

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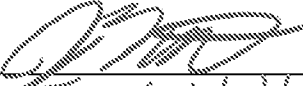
Additional copy to Seller's counsel:

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AGREED TO AND ACCEPTED:

BUYER:

Pharma Cinq, LLC
Delaware limited liability company

By: 
Name: Frank Wohlstadter
Title: Manager

Address for Notices:

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Attention: Chief Executive Officer
Email: wohlstadter@mesoscale.com

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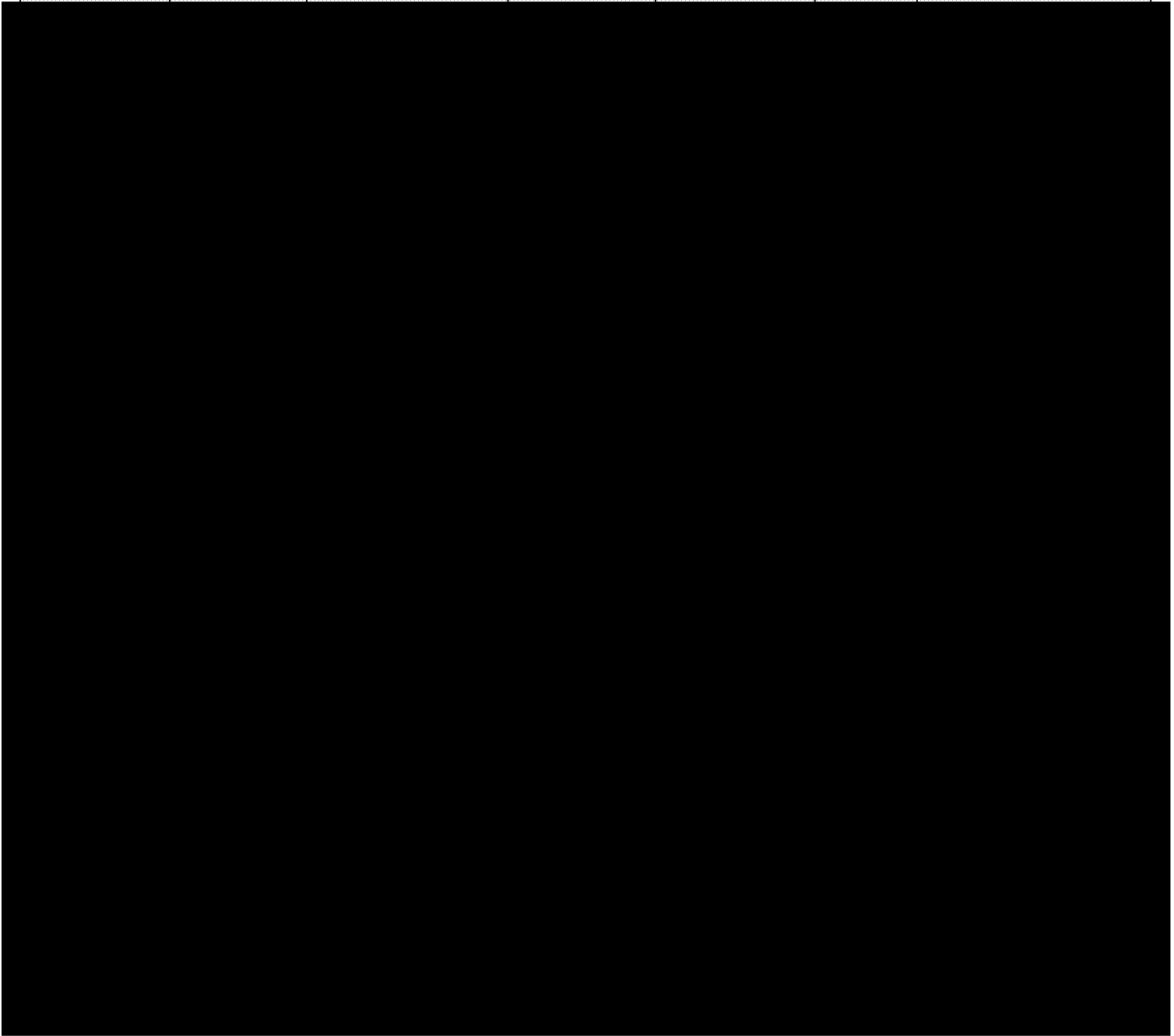
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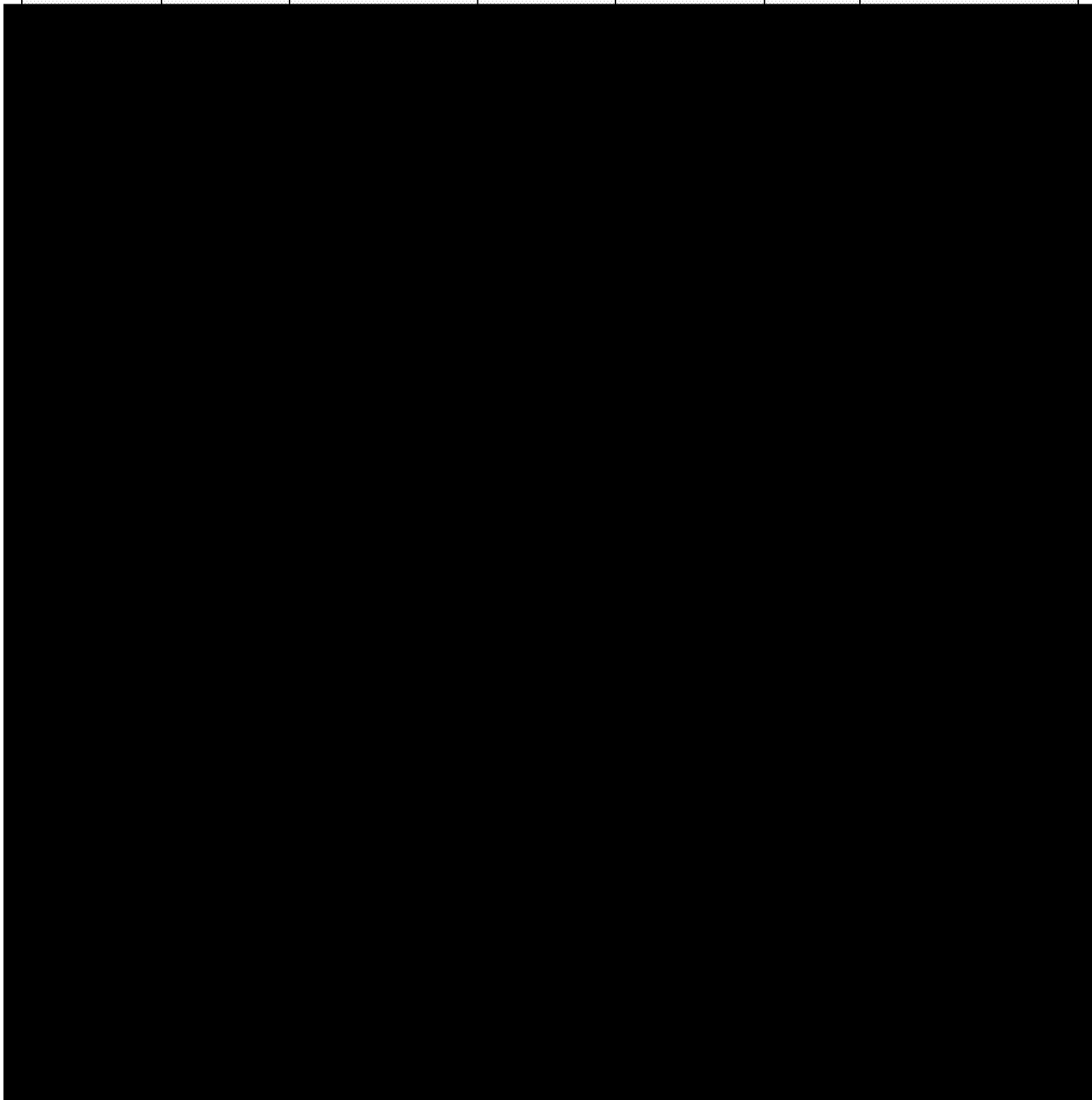
SCHEDULE 1

PATENT RIGHTS

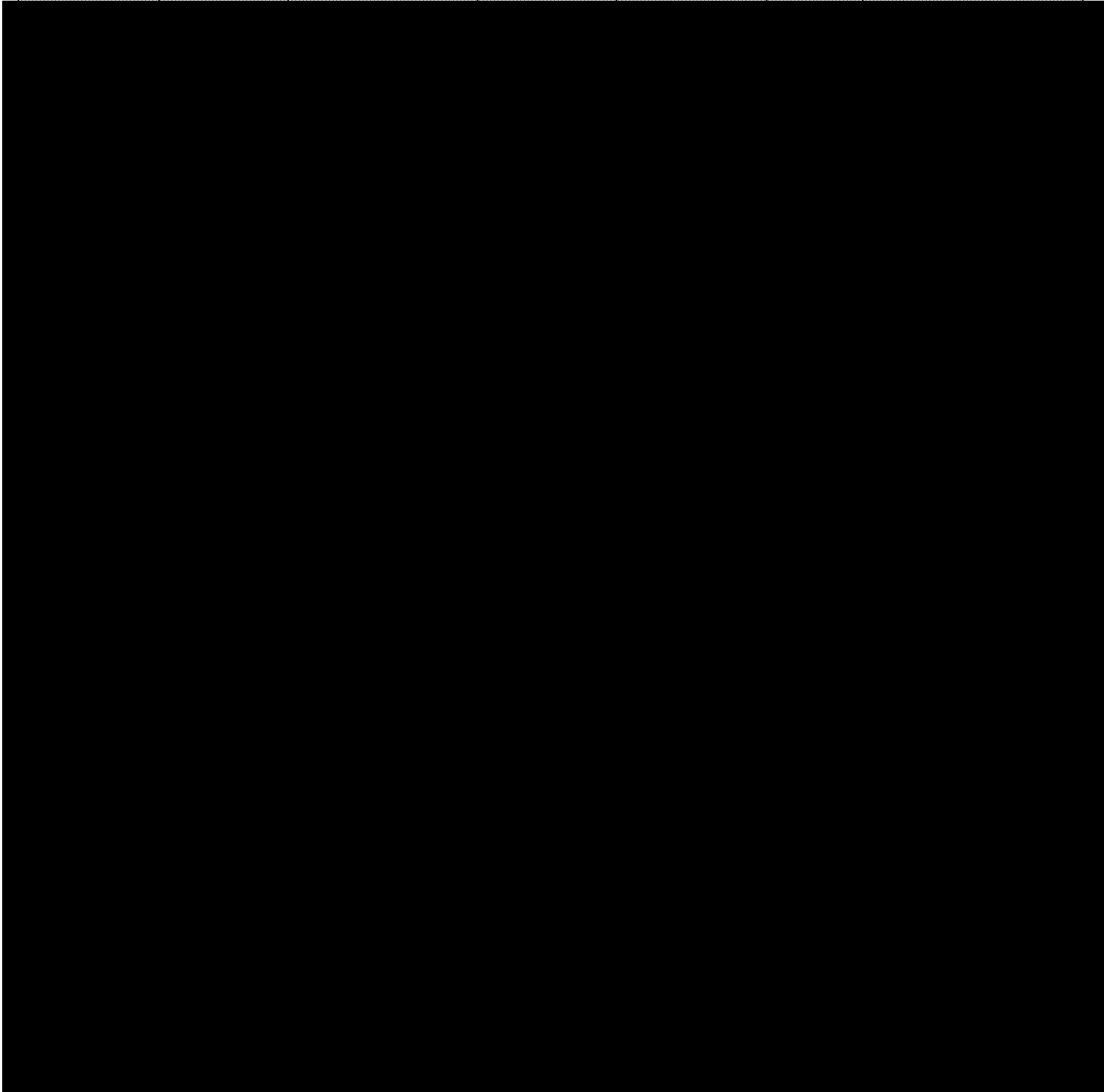
Patent No./ Publication No.	US Patent App. No. or PCT App. No.	TITLE	Inventor(s)	Assignee	Filing Date	Corresponding Ex- US In- Force Patents and Pending Patent Applications
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Patent No./ Publication No.	US Patent App. No. or PCT App. No.	TITLE	Inventor(s)	Assignee	Filing Date	Corresponding Ex- US In- Force Patents and Pending Patent Applications
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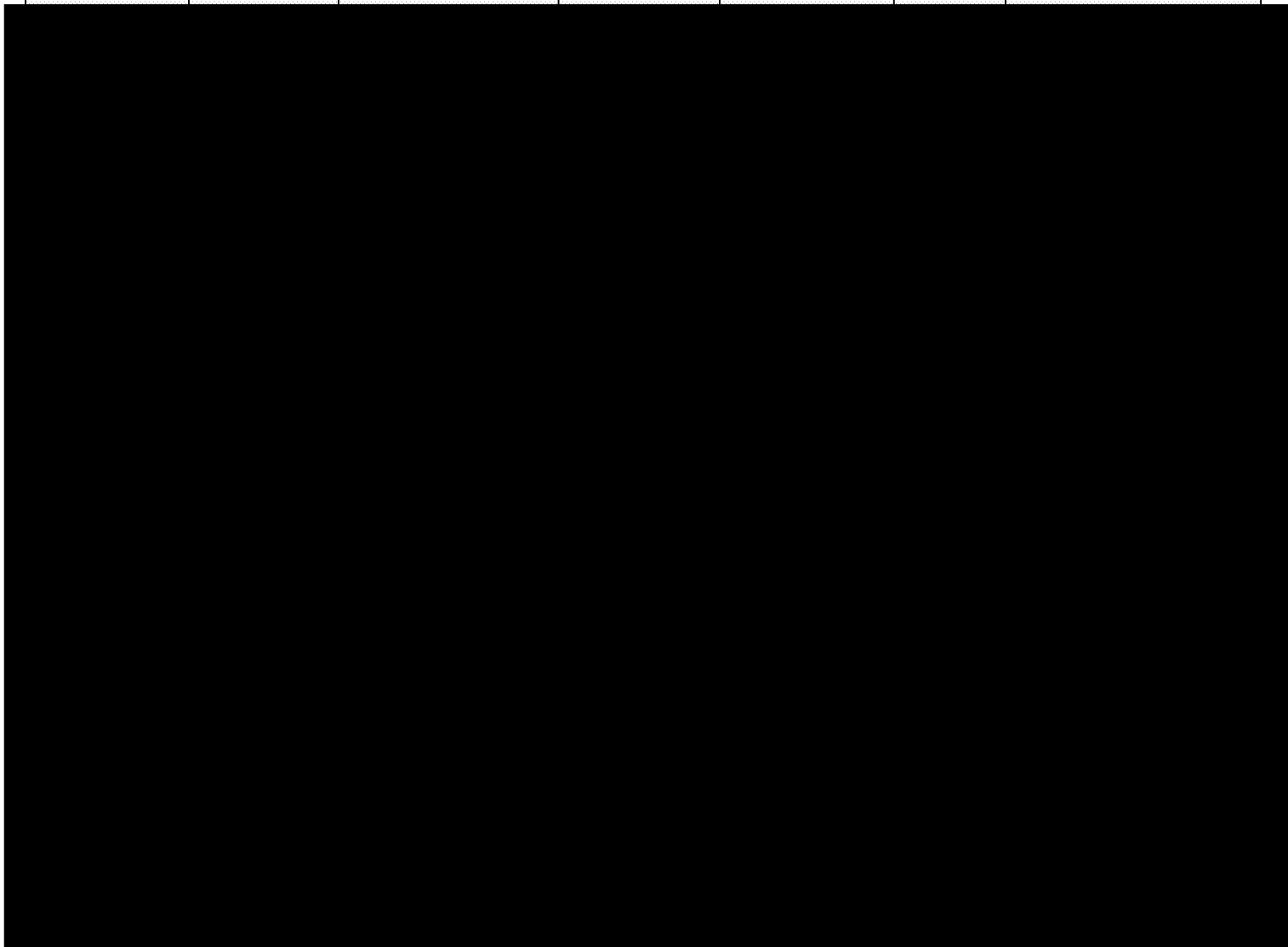
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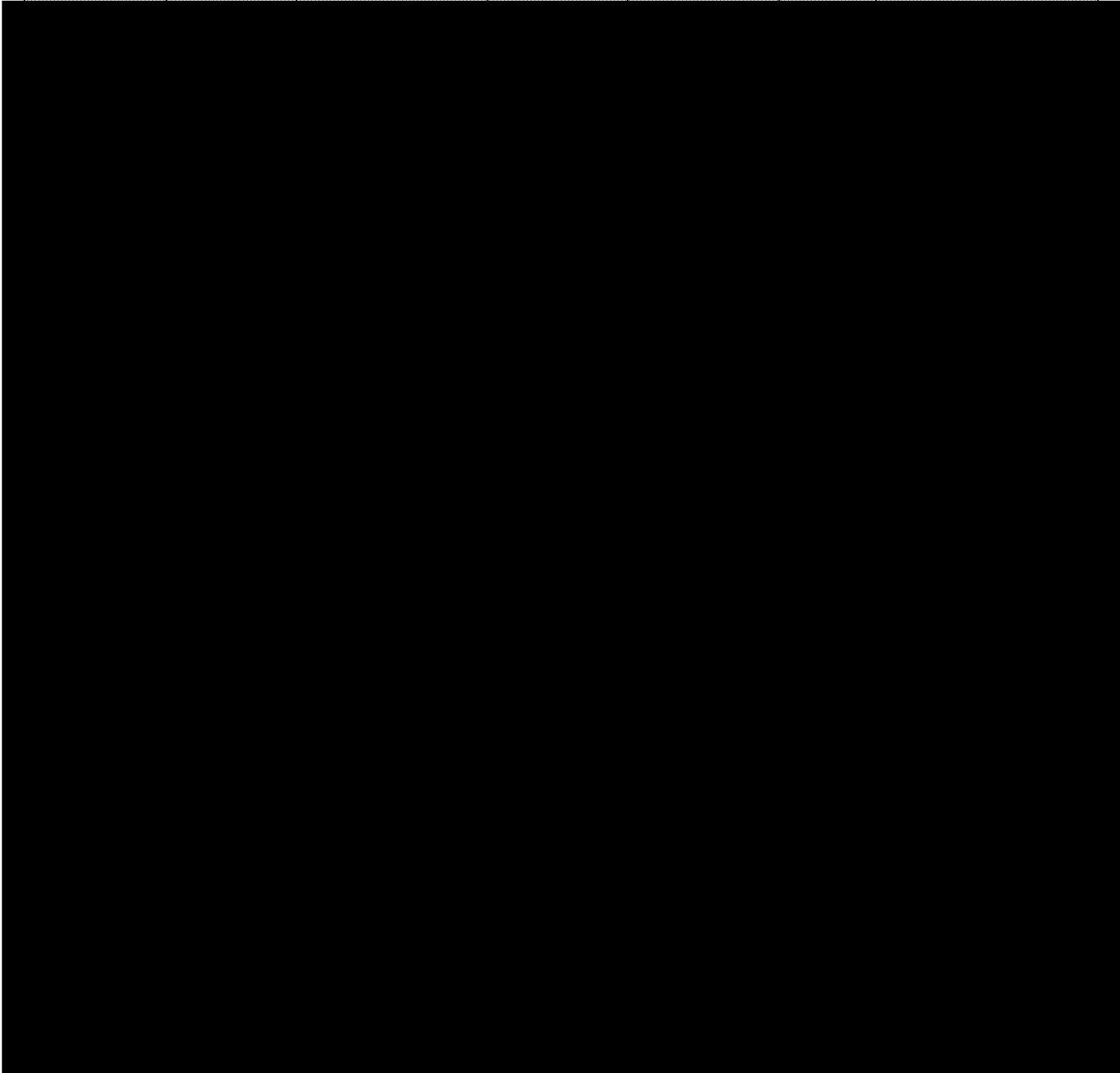
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US100300 15	US14/764, 207	AMINE COMPOUNDS HAVING ANTI- INFLAMMATO RY, ANTIFUNGAL, ANTIPARASIT IC, AND ANTICANCE R ACTIVITY	DAVID M. SIMPSON DENNIS BRYAN ZERBY MING LU REID W. VON BORSTEL RUI LI JULIAN READING STEPHEN WOLPE NUREDDI N AMAN	Wellstat Therapeutics Corp.	July 29, 2015	AU2014212242 AU2020200510 BR112015018282 BR122021012629 CA2898018A1 CA3102531A1 CN104968200 CN108250142 EP2950649A2 EP3632426A1 HK1211429A1 IL240205 IL269583 JP06463276 JP06724128 JP2016506965 JP2019070002 KR2205202 KR2015112005 KR2021007046 MX2015009864 MX2019004884 MX369611B NZ709885 NZ749999 RU2015137094 RU2019100054 RU2677229C2 RU2721418C2

Patent No./ Publication No.	US Patent App. No. or PCT App. No.	TITLE	Inventor(s)	Assignee	Filing Date	Corresponding Ex- US In- Force Patents and Pending Patent Applications
US109342 84	US 16/285 ,460	AMINOQUINA Z OLINE COMPOUNDS HAVING ANTI- INFLAMMATO RY, ANTIFUNGAL, ANTIPARASITI C, AND ANTICANCER ACTIVITY	DAVID M. SIMPSON DENNIS BRYAN ZERBY MING LU REID W. VON BORSTEL RUI LI JULIAN READING STEPHEN WOLPE	Wellstat Therapeutics Corp.	Feb. 26, 2019	
US202101 63476	US17/ 176,923	IMIDAZOQUI N OLYL COMPOUNDS HAVING ANTI- INFLAMMATO RY, ANTIFUNGAL, ANTIPARASIT IC, AND ANTICANCER ACTIVITY	DAVID M. SIMPSON DENNIS BRYAN ZERBY MING LU REID W. VON BORSTEL RUI LI JULIAN READING STEPHEN WOLPE	Wellstat Therapeutics Corp.	Feb. 16, 2021	

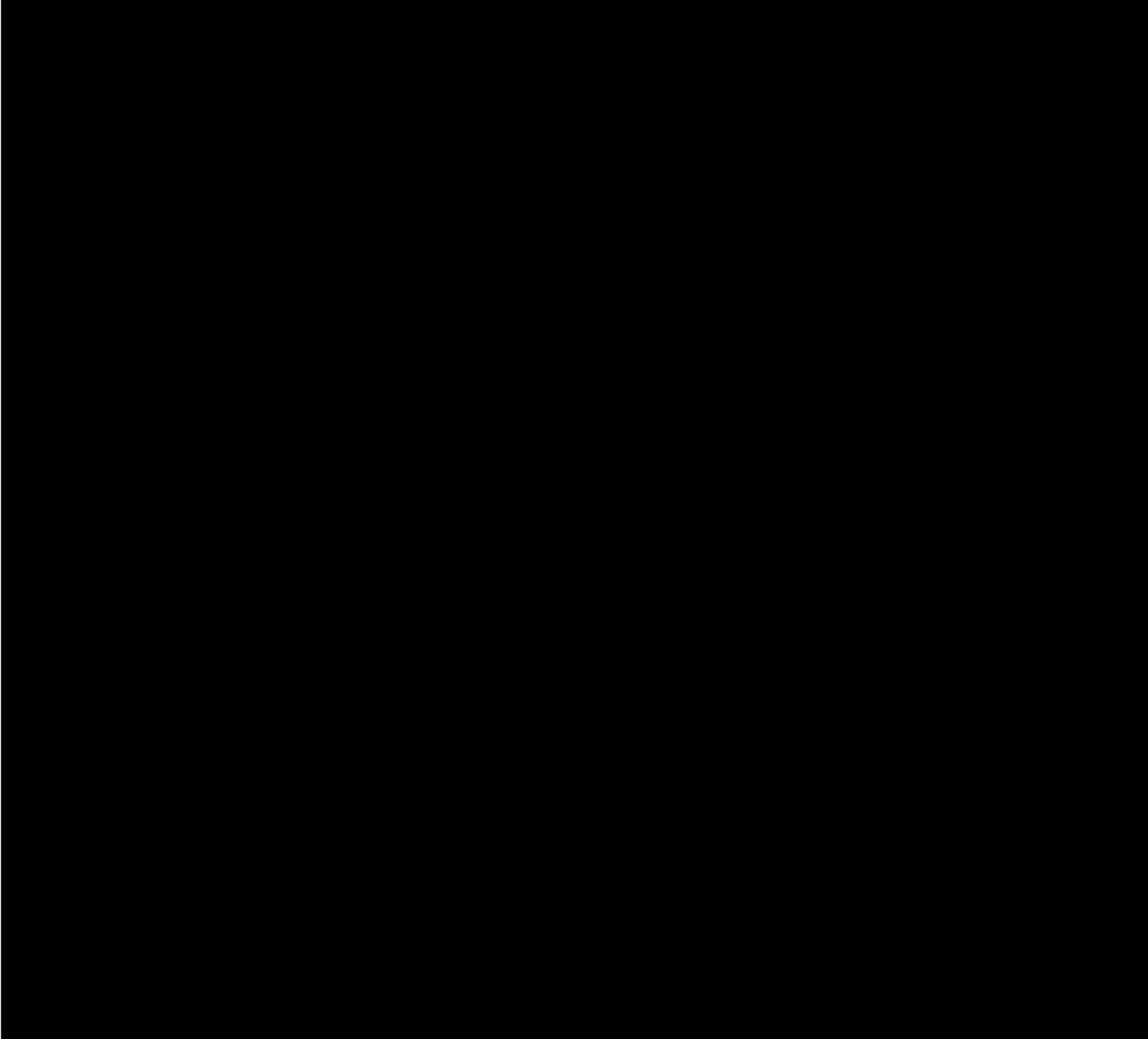
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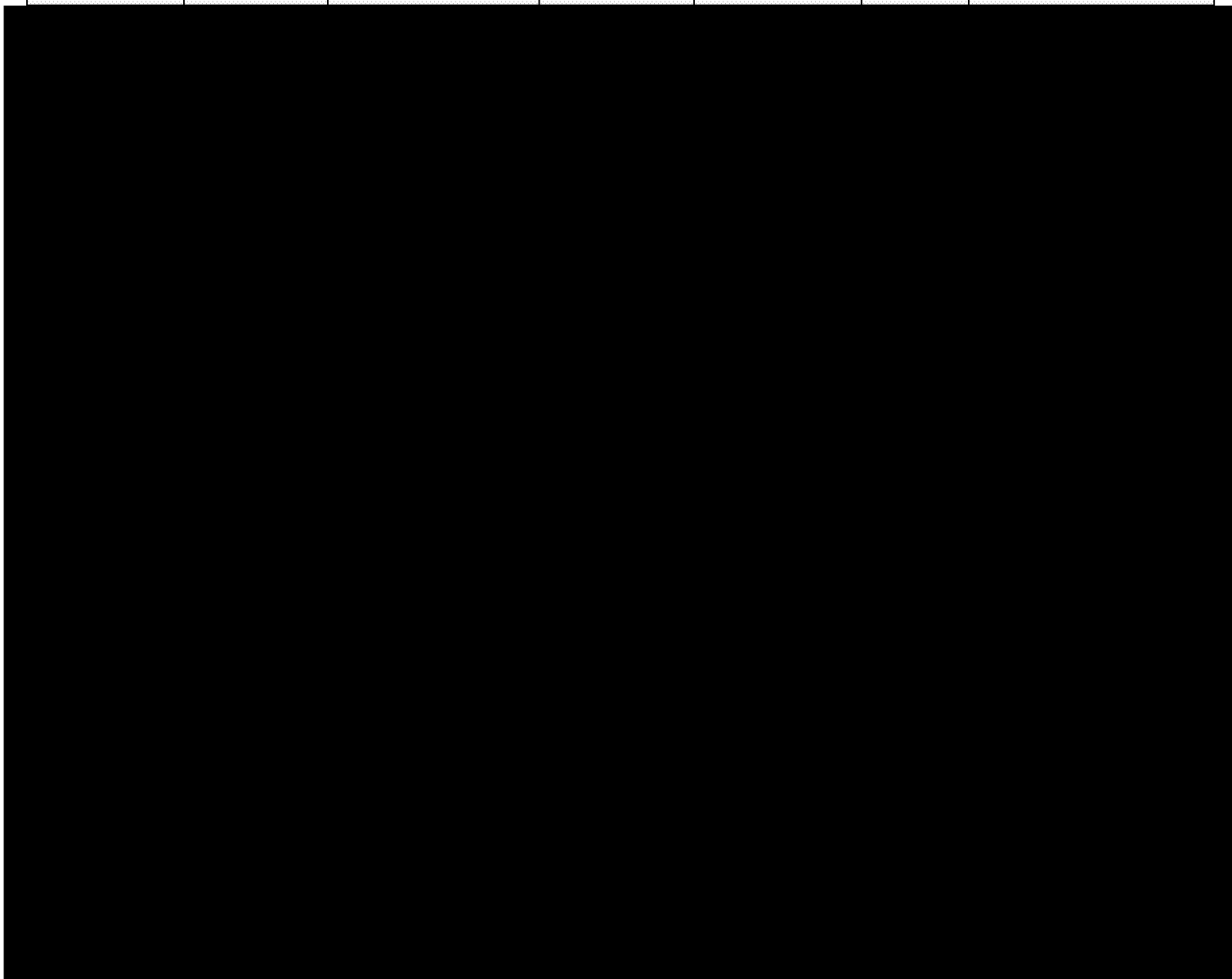
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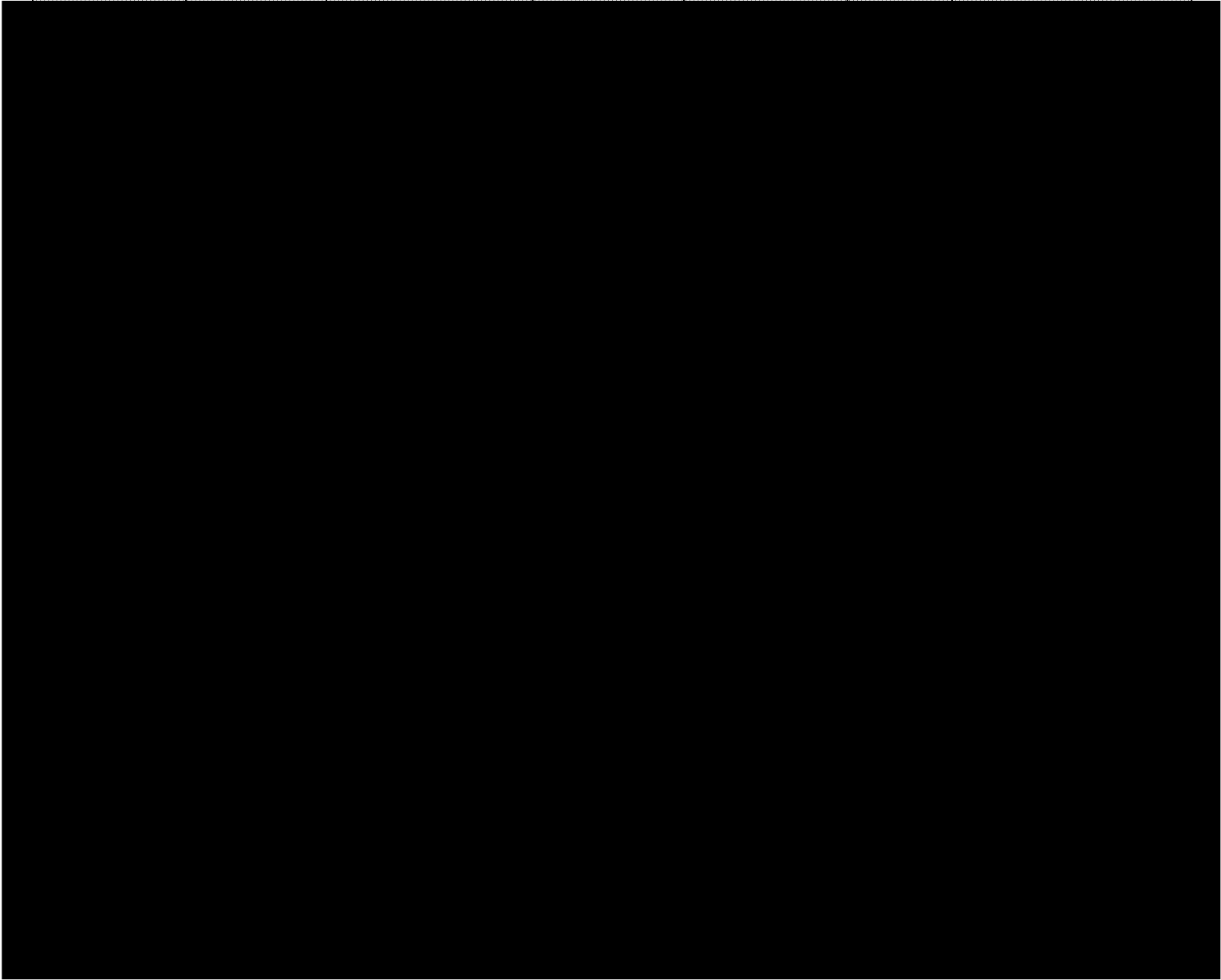
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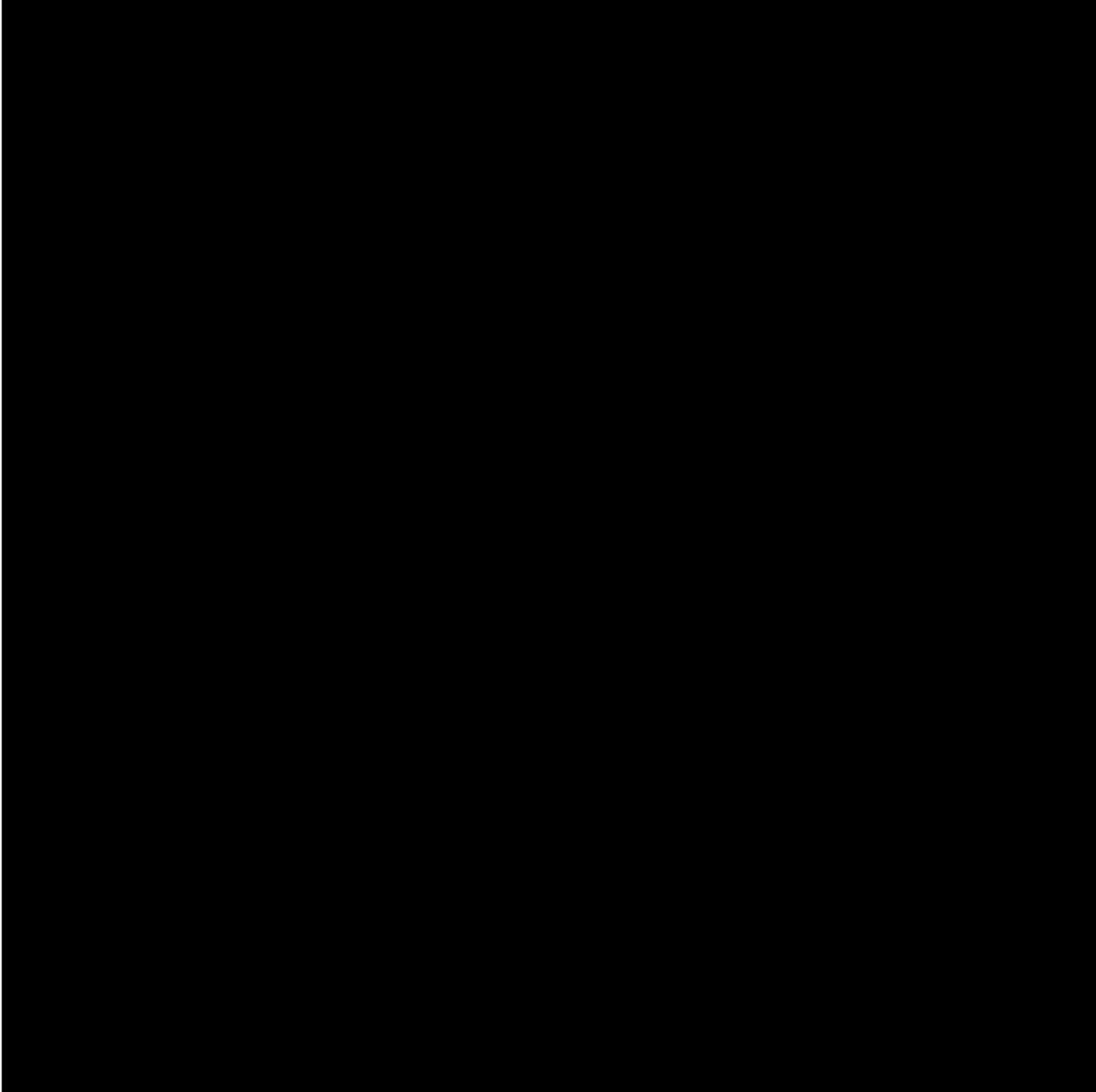
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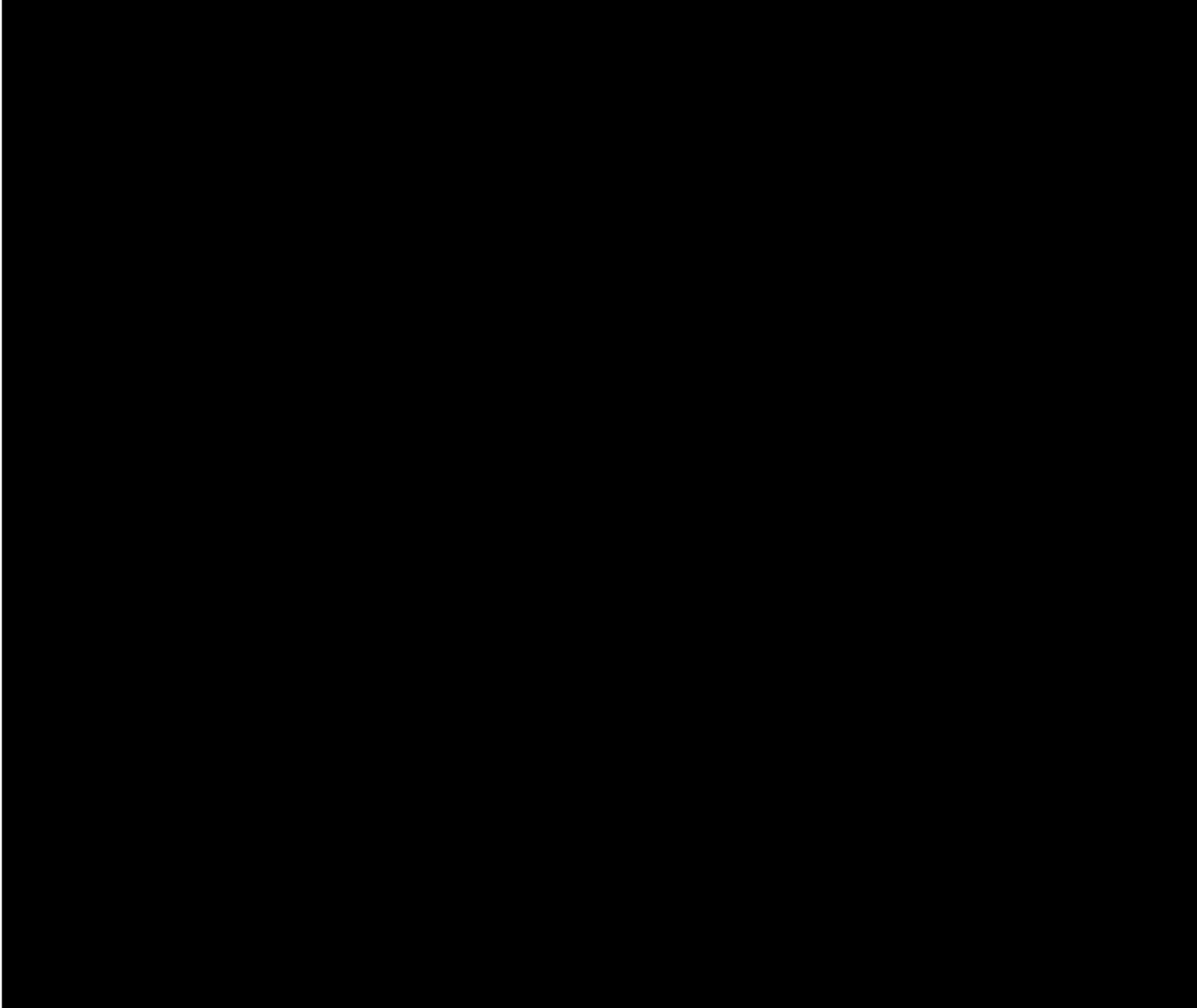
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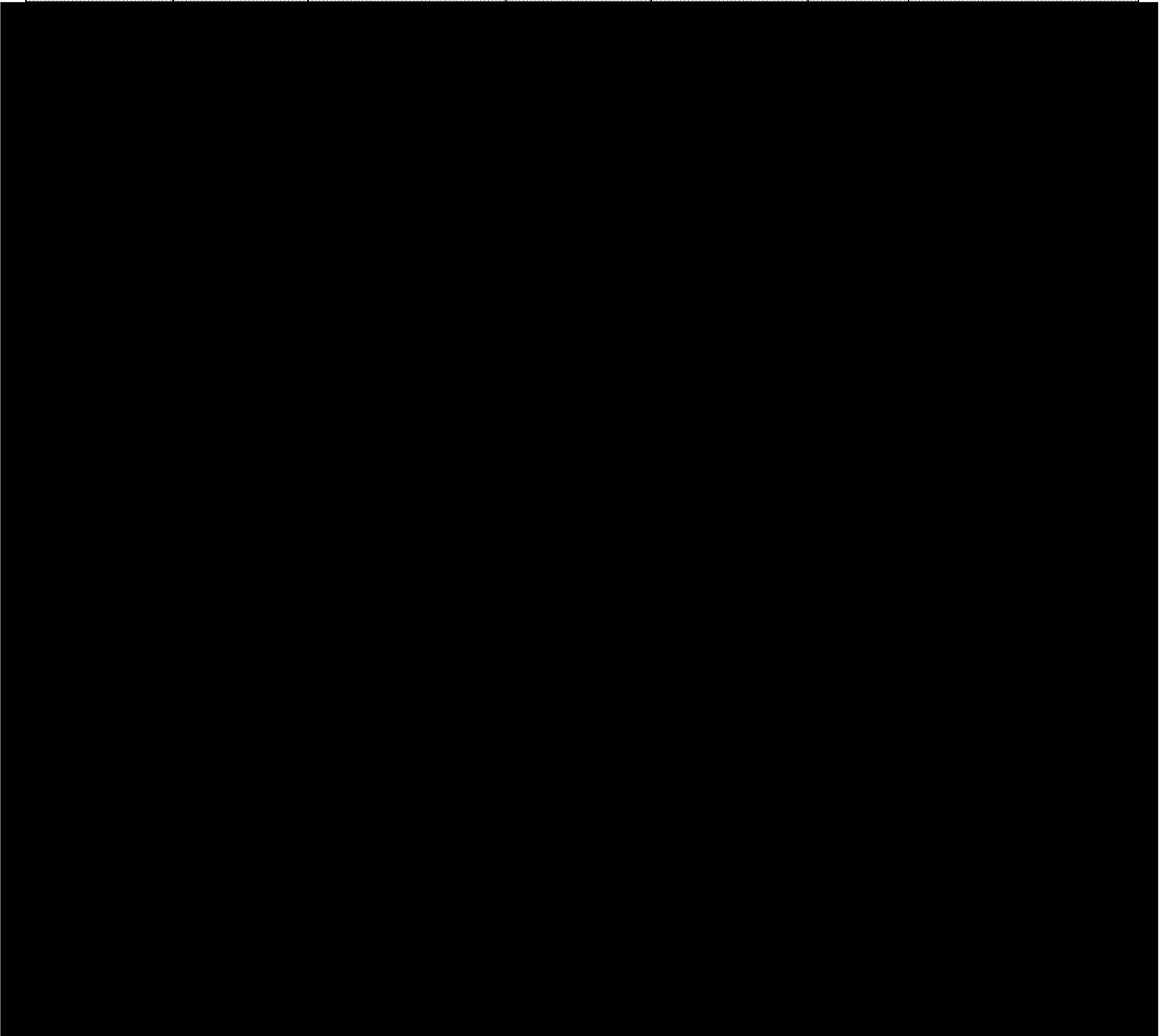
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