

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8236121

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER	
EFFECTIVE DATE:	09/15/2023	
CONVEYING PARTY DATA		
	Name	Execution Date
	SUMITOMO PHARMA ONCOLOGY, INC.	09/15/2023
RECEIVING PARTY DATA		
Name:	SUMITOMO PHARMA AMERICA, INC.	
Street Address:	84 WATERFORD DRIVE	
City:	MARLBOROUGH	
State/Country:	MASSACHUSETTS	
Postal Code:	01752	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	18320863	
Application Number:	16930261	
Application Number:	16226605	
Application Number:	14776392	
CORRESPONDENCE DATA		
Fax Number:	(269)337-7701	
<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:	2693377746	
Email:	lzerby@honigman.com	
Correspondent Name:	LUCY X. YANG	
Address Line 1:	HONIGMAN LLP	
Address Line 2:	650 TRADE CENTRE WAY, SUITE 200	
Address Line 4:	KALAMAZOO, MICHIGAN 49002-0402	
ATTORNEY DOCKET NUMBER:	TP2001.US1-TP2001.US4	
NAME OF SUBMITTER:	LUCY X. YANG	
SIGNATURE:	/Lucy Yang/	
DATE SIGNED:	10/23/2023	
Total Attachments: 14		

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Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"SUMITOMO PHARMA ONCOLOGY, INC.", A DELAWARE CORPORATION,
WITH AND INTO "SUMITOMO PHARMA AMERICA, INC." UNDER THE NAME
OF "SUMITOMO PHARMA AMERICA, INC.", A CORPORATION ORGANIZED AND
EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED
AND FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF SEPTEMBER, A.D.
2023, AT 5:40 O`CLOCK P.M.



2026900 8100M
SR# 20233508841

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 204178237
Date: 09-15-23

PATENT
REEL: 065314 FRAME: 0432

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

SUMITOMO PHARMA ONCOLOGY, INC.

WITH AND INTO

SUMITOMO PHARMA AMERICA, INC.

September 15, 2023

Pursuant to Section 253 of the General Corporation Law of the State of Delaware, as amended (the “DGCL”), Sumitomo Pharma America, Inc., a Delaware corporation (the “Corporation”), does hereby certify that:

1. The Corporation was duly incorporated pursuant to the provisions of the DGCL on the 27th day of January, 1984.
2. The Corporation owns all of the outstanding shares of the sole class of capital stock of Sumitomo Pharma Oncology, Inc., a Delaware corporation (the “Subsidiary”), which was duly incorporated pursuant to the provisions of the DGCL on the 28th day of November, 2006.
3. The board of directors of the Corporation (the “Board”), by the resolutions attached hereto as Exhibit A (the “Merger Resolutions”), duly adopted by unanimous written consent of the Board pursuant to Section 141(f) of the DGCL, dated September 15, 2023, determined to merge the Subsidiary with and into the Corporation pursuant to Section 253 of the DGCL (the “Merger”), with the Corporation continuing as the surviving corporation (the “Surviving Corporation”).
4. The certificate of incorporation of the Corporation, as in effect immediately prior to the Merger, shall be the certificate of incorporation of the Surviving Corporation immediately following the Merger.
5. The Merger shall become effective on September 15, 2023.

[Signature page follows]

IN WITNESS WHEREOF, the Corporation has caused this certificate of ownership and merger to be executed, acknowledged and filed as of the date first written above.

SUMITOMO PHARMA AMERICA, INC.


By: 
Tara Soni (Sep 15, 2023 10:00 EDT)
Name: Tara Soni
Title: Chief Legal Officer

EXHIBIT A
MERGER RESOLUTIONS
(see attached)

SUMITOMO PHARMA AMERICA, INC.

Consent in Lieu of Meeting of Board of Directors

September 15, 2023

The undersigned, being all of the members of the Board of Directors (the “**Board**”) of Sumitomo Pharma America, Inc., a Delaware corporation (the “**Company**”), hereby unanimously consent to and adopt, pursuant to Section 141(f) of the General Corporation Law of the State of Delaware (the “**DGCL**”), the following resolutions by their unanimous written consent in lieu of a meeting of the Board:

Approval of the Merger Agreement and the Merger

WHEREAS, the Company owns all of the issued and outstanding shares of each class of capital stock of Sumitomo Pharma Oncology, Inc., a Delaware corporation (“**SMPO**”);

WHEREAS, it is deemed advisable and in the best interest of the Company that, SMPO merge with and into the Company, with the Company as the surviving corporation;

WHEREAS, the Company and SMPO desire to enter into an agreement and plan of merger in the form attached hereto as Exhibit A (the “**Merger Agreement**”), pursuant to which SMPO will merge with and into the Company, with the Company continuing as the surviving corporation; and

WHEREAS, the Merger is intended to qualify as a transaction governed by Section 368(a) of the United States Internal Revenue Code of 1986, as amended (the “**Code**”), and any comparable provision of state or local tax law.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the Merger Agreement, at the Effective Time (as defined in the Merger Agreement), SMPO shall merge with and into the Company pursuant to Section 253 of the DGCL (the “**Merger**”), so that the separate existence of SMPO shall cease and the Company shall continue as the surviving corporation;

FURTHER RESOLVED, that the Board authorizes and approves the Merger Agreement, the Merger and the other transactions contemplated by the Merger Agreement;

FURTHER RESOLVED, that the Certificate of Incorporation of the Company, as in effect immediately prior to the Merger, shall be the Certificate of Incorporation of the Company as the surviving corporation; and

FURTHER RESOLVED, that the Merger is intended to qualify as a transaction governed by Section 368(a) of the Code.

General Authorization

FURTHER RESOLVED, that the officers of the Company are authorized on behalf of the Company to take any and all actions, to execute and deliver any and all documents,

agreements and instruments and to take any and all steps deemed by any such officer to be necessary or desirable to carry out the purpose and intent of the foregoing resolutions, and all actions heretofore taken by any of them in furtherance thereof are hereby ratified and confirmed in all respects.

* * *

The action taken by this consent shall have the same force and effect as if taken at a meeting of the Board, duly called and constituted pursuant to the DGCL. This consent may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the date first written above.

Tsutomu Nakagawa

25MUEM 8089009 (1eH15, 2023 09-03 ED2)

Tsutomu Nakagawa

Myrtle Potter

Tara Soni

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the date first written above.

Tsutomu Nakagawa

M. Potter
M. Potter (Sep 15, 2023 15:30 EDT)


Myrtle Potter

Tara Soni

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the date first written above.

Tsutomu Nakagawa

Myrtle Potter



Tara Soni (Sep 15, 2023 10:00 EDT)

Tara Soni

Exhibit A
Merger Agreement

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this “**Agreement**”), dated as of September 15, 2023, is entered into by and between Sumitomo Pharma Oncology, Inc., a Delaware corporation (“**SMPO**”) with an address of 84 Waterford Drive, Marlborough, MA 01752, and Sumitomo Pharma America, Inc., a Delaware corporation (“**SMPA**”) with an address of 84 Waterford Drive, Marlborough, MA 01752.

WITNESSETH:

WHEREAS, the parties intend that, on the terms and subject to the conditions set forth in this Agreement, SMPO shall merge with and into SMPA, with SMPA as the surviving entity of such merger (the “**Merger**”), pursuant to the provisions of the General Corporation Law of the State of Delaware, as amended (the “**DGCL**”); and

WHEREAS, the board of directors of SMPA, the sole shareholder of all of the outstanding shares of common stock of SMPO, par value \$0.01 per share, has approved this Agreement and the Merger and the other transactions contemplated hereby.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I**THE MERGER; EFFECTIVE TIME**

1.1 The Merger. Upon the terms and subject to the conditions of this Agreement, at the Effective Time (as defined below), (a) SMPO shall be merged with and into SMPA in accordance with the DGCL and the separate corporate existence of SMPO shall thereupon cease, (b) SMPA shall be the surviving corporation in the Merger (the “**Surviving Company**”) and the separate corporate existence of SMPA with all of its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger as provided in the DGCL and (c) the Merger shall have such other effects as provided in the DGCL.

1.2 Effective Time. SMPA shall cause a certificate of ownership and merger (the “**Certificate of Ownership and Merger**”), to be executed, acknowledged and filed with the Secretary of State of the State of Delaware in accordance with the relevant provisions of the DGCL. The Merger shall be effective on September 15, 2023, provided that the Certificate of Ownership and Merger has been duly filed with, and accepted by, the Secretary of State of the State of Delaware (such date and time, the “**Effective Time**”).

1.3 Governing Documents. At the Effective Time, the certificate of incorporation (the “**Charter**”) and bylaws (the “**Bylaws**”) of SMPA as in effect immediately prior to the Effective Time shall be the Charter and Bylaws of the Surviving Company and shall continue in full force

and effect until thereafter duly changed, altered or amended as provided therein or by applicable law.

1.4 Treatment of SMPO Shares. At the Effective Time, all of the issued and outstanding shares of common stock of SMPO, par value \$0.01 per share, shall no longer be outstanding and shall automatically be cancelled and retired and cease to exist.

1.5 Directors and Officers. The directors and officers of SMPA immediately prior to the Effective Time shall be the directors and officers of the Surviving Company. Such directors and officers shall serve in such capacities until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Charter, the Bylaws or applicable law.

1.6 Tax Treatment. SMPO and SMPA intend that, for U.S. federal income tax purposes, the Merger shall qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, and this Agreement constitute and be adopted as a "plan of reorganization" within the meaning of Treasury Regulations §§ 1.368-2(g) and 1.368-3(a).

ARTICLE II

GENERAL PROVISIONS

2.1 Amendments and Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

2.2 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

2.3 Further Assurances. Upon the terms and subject to the conditions of this Agreement, each of the parties agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary or desirable in order to consummate or implement expeditiously the Merger and the other transactions contemplated by this Agreement.

2.4 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of a counterpart hereof by email attachment shall be an effective mode of delivery.

2.5 Governing Law. This Agreement shall be enforced, governed, and construed in all respects in accordance with the laws of the State of Delaware (without regard to the choice of law provisions thereof).

2.6 Headings. The article and section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

2.7 Jurisdiction; Waiver of Jury Trial. Except as otherwise expressly provided in this Agreement, the parties hereto agree that any action, suit, or proceeding seeking to enforce any provision of, or based on any matter arising out of or relating to, this Agreement, the Merger or the other transactions contemplated hereby can only be brought in the Delaware Court of Chancery, or, if such court does not have jurisdiction, in the Delaware Superior Court (Complex Commercial Division), or, if the federal courts have exclusive jurisdiction over the subject matter of the action, suit, or proceeding, in the U.S. District Court for the District of Delaware, and each of the parties hereto hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action, suit, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action, suit, or proceeding in any such court or that any such action, suit, or proceeding that is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on a party anywhere in the world, whether within or without the jurisdiction of any such court. Each of the parties hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement, the Merger or the other transactions contemplated hereby.

2.8 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other governmental authorities to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the contemplated transaction is not affected in any manner materially adverse to a party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement, as applicable, so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the contemplated transaction, as applicable, be consummated as originally contemplated to the fullest extent possible.

2.9 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against a party, whether under any rule of construction or otherwise. No party to this Agreement shall be considered the draftsman. The parties acknowledge and agree that this Agreement has been reviewed, negotiated and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

SUMITOMO PHARMA AMERICA, INC.

By: _____
Name: Tara Soni
Title: Chief Legal Officer

SUMITOMO PHARMA ONCOLOGY, INC.

By: _____
Name: Masashi Murata
Title: CEO and Senior Oncology Strategy Officer