

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8259160

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT ASSIGNMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TRIPLET ABC, LLC	02/27/2023
RECEIVING PARTY DATA	
Name:	TAKEDA PHARMACEUTICALS U.S.A., INC.
Street Address:	95 HAYDEN AVENUE
City:	LEXINGTON
State/Country:	MASSACHUSETTS
Postal Code:	02421
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	17299278
Application Number:	17299277
Application Number:	17299186
Application Number:	17299275
Application Number:	17842478
Application Number:	63326475
PCT Number:	US2023063531
PCT Number:	US2023065234
Patent Number:	11408000
Application Number:	17998085
CORRESPONDENCE DATA	
Fax Number:	(202)371-2540
<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:	(202) 371-2600
Email:	thaynesw@sternekessler.com, smarvin@sternekessler.com
Correspondent Name:	STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.
Address Line 1:	1101 K STREET, NW
Address Line 2:	10TH FLOOR
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	4398.0050003

PATENT

NAME OF SUBMITTER:	SHOSHANA G. MARVIN
SIGNATURE:	/Shoshana G. Marvin/
DATE SIGNED:	11/03/2023
Total Attachments: 8 source=Patent-Assignment-Agreement-1#page1.tif source=Patent-Assignment-Agreement-1#page2.tif source=Patent-Assignment-Agreement-1#page3.tif source=Patent-Assignment-Agreement-1#page4.tif source=Patent-Assignment-Agreement-1#page5.tif source=Patent-Assignment-Agreement-1#page6.tif source=Patent-Assignment-Agreement-1#page7.tif source=Patent-Assignment-Agreement-1#page8.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
AND RELEASE OF SECURITY INTERESTS

This Intellectual Property Assignment Agreement (the "Assignment") is hereby entered into on February 27, 2023 (the "Effective Date"), by, between, and among Triplet ABC, LLC, a Massachusetts limited liability company, solely in its limited capacity as assignee for the benefit of creditors of Triplet Therapeutics, Inc. ("Assignor"); Takeda Pharmaceuticals U.S.A., Inc. ("Assignee"); and Silicon Valley Bank ("Secured Creditor").

1. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's rights, title and interests in, to and under, all of the following (hereafter collectively referred to as "Intellectual Property"):

(i) each and all patents and patent applications in the United States and in all foreign countries including, without limitation, corresponding Patent Cooperation Treaty patent applications and corresponding national patent applications and all inventions, improvements and discoveries disclosed in said patents and applications, including but not limited to those set forth in **Schedule A** hereto, and in and to all substitutions, divisionals, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of any of said patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if the assignment set forth in this Assignment had not been made;

(ii) the full and complete right to file patent applications in the name of the Assignor, at the Assignee's, or its designee's election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world;

(iii) all rights, title and interests of Assignor in and to any patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same;

(iv) any and all trademark and servicemark rights throughout the world, including any and all applications, registrations, and common law marks, whether registered or not, together with the goodwill of the business associated with and symbolized by same, held by Assignor, including but not limited to those set forth on **Schedule B** hereto, together with all common law rights therein, and the right of Assignor to sue for and recover damages or profits arising out of past, present, or future infringement of any and all of said rights as

fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made;

(v) any and all copyrights throughout the world, including any and all applications, registrations, and like protections, whether registered or not, whether published or unpublished, together with all common law rights therein, and the right of Assignor to sue for and recover damages or profits arising out of past, present, or future infringement of any and all of said rights as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made;

(vi) any and all trade secret rights, including rights Assignor may have under the laws governing confidential information or rights in law to prevent the unauthorized use or disclosure of such information.

2. Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells, conveys, transfers and assigns to Assignee, and Assignee hereby accepts the sale, conveyance, transfer and assignment of all rights, title and interests of Assignor in, to and under the Intellectual Property, including all worldwide rights, title and interests of Assignor in, to and under the Intellectual Property, together with the right of Assignor to claim priority in all countries in accordance with international law, any and all rights of Assignor corresponding to said Intellectual Property in countries throughout the world, and all of Assignor's rights to sue for past, present or future infringement of said Intellectual Property worldwide together with all claims for damages by reason of past, present or future infringement of said Intellectual Property, and the right to sue for and collect the same for Assignee's own use and enjoyment, all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor hereby authorizes and requests the United States Patent and Trademark Office to issue said Patents and Trademarks in accordance with this Assignment.

3. Secured Creditor, as signatory to this Assignment, hereby agrees that any and all encumbrances, liens, security interests, or other interests it has to the Intellectual Property are as of the Effective Date fully released, discharged, terminated, and otherwise extinguished.

4. Assignor represents and warrants that Assignor has made no other agreements establishing any other encumbrances, liens, security interests, or third-party interests on or to the Intellectual Property, and that Assignor has full and complete authority to make this Assignment.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Assignor, Assignee, and Secured Creditor executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Triplet ABC, LLC

By: 

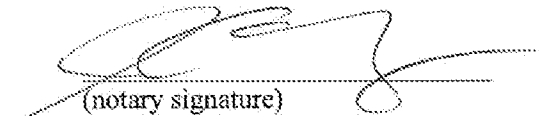
Name: Nate McOmber

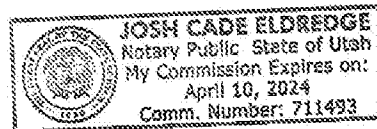
Title: Authorized Representative

[to be completed by notary public]

On this 17th day of February, before me, Josh Cade Eldredge, the undersigned Notary Public, personally appeared Nate McOmber on behalf of Triplet ABC, LLC, in solely in its limited capacity as assignee for the benefit of creditors of Triplet Therapeutics, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that the same was signed in their authorized capacity and that by this signature Triplet ABC, LLC executed the instrument.

In witness whereof, I hereunto set my hand and official seal:


(notary signature)



SECURED CREDITOR:

Silicon Valley Bank

DocuSigned by:

Justin Mauch

By:

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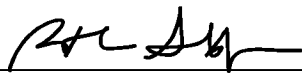
Name: Justin Mauch

Title: Managing Director

ny-2517126

ASSIGNEE:

Takeda Pharmaceuticals U.S.A., Inc.

By: 

Name: Beth Shafer

Title: Head of R&D Business Development

