

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT8342977

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MATTHIAS WAGNER	03/24/2022
SUVI AIVIO	03/24/2022
MARIANGELA AMENDUNI	03/11/2022
CATHERINE PILSMAKER	03/17/2022
ARNALDO PEREIRA	04/04/2022
ANANYA ZUTSHI	03/31/2022
ANTHIA TOURE	03/11/2022
STEVEN NAGLE	03/11/2022
OZGE WHITING	03/31/2022
GEORGE HARB	03/11/2022
MATTHEW SULLIVAN	03/11/2022
MAYA BERLIN-UDI	03/17/2022
STEFANIE MORGAN	03/11/2022
NICK SEAY	03/17/2022
SANG LEE	03/17/2022
SCOTT LURO	03/24/2022
RECEIVING PARTY DATA	
Name:	CELLINO BIOTECH, INC.
Street Address:	750 MAIN STREET
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02139
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	18061811
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<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: 6504939300
Email: patentdocket@wsgr.com, bolinski@wsgr.com
Correspondent Name: WILSON SONSINI GOODRICH & ROSATI
Address Line 1: 650 PAGE MILL ROAD
Address Line 4: PALO ALTO, CALIFORNIA 94304-1050

ATTORNEY DOCKET NUMBER:	59251-711.301
NAME OF SUBMITTER:	ROBERT OLINSKI
SIGNATURE:	/Robert Olinski/
DATE SIGNED:	12/20/2023

Total Attachments: 4

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PATENT ASSIGNMENT

Docket Number 59251-711.202

The undersigned:

- | | | | |
|--|---|--|--|
| 1. Matthias WAGNER
Cambridge, MA (US) | 2. Suvi AIVIO
Arlington, MA (US) | 3. Mariangela AMENDUNI
Arlington, MA (US) | 4. Catherine PILSMaker
Arlington, MA (US) |
| 5. Arnaldo PEREIRA
Cambridge, MA (US) | 6. Ananya ZUTSHI
Boston, MA (US) | 7. Anthia TOURE
Boston, MA (US) | 8. Steven NAGLE
Wayland, MA (US) |
| 9. Ozge WHITING
Pawtucket, RI (US) | 10. George HARB
Providence, RI (US) | 11. Matthew SULLIVAN
Westwood, MA (US) | 12. Maya BERLIN-UDI
Acton, MA (US) |
| 13. Stefanie MORGAN
Hanover, MA (US) | 14. Nick SEAY
Charlottesville, VA (US) | 15. Sang LEE
Newton, MA (US) | 16. Scott LURO
Somerville, MA (US) |

(the "Inventor(s)"), desire to assign the entire right, title and interest in and to the Inventions and Assigned Patents (each, as defined below) to Cellino Biotech, Inc., a corporation incorporated under the laws of the State of Delaware, having a place of business at 501 Massachusetts Ave, Cambridge, MA 02129 (US), (the "Assignee"), and Assignee desires to acquire such right, title and interest, all on the terms and conditions set forth in this Patent Assignment.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) have invented certain new and useful inventions and improvements disclosed in the following patent(s) and patent application(s):

PLATFORMS AND SYSTEMS FOR AUTOMATED CELL CULTURE

for which application serial number 17/688,854 was filed on March 7, 2022 in the United States Patent and Trademark Office

(the "Listed Patent(s)"). As used herein: "Assigned Patents" means (a) the Listed Patent(s), (b) all Patents that share priority with or claim priority to or from the Listed Patent(s), including each and every Patent that is a divisional, substitution, continuation, continuation-in-part, non-provisional, or national phase application of any of the Listed Patent(s), (c) all Patents applied for on an invention disclosed within the Patents included in foregoing subclauses (a)-(b), (d) each and every Patent granting, issuing or reissuing from any of the foregoing under subclauses (a)-(c), (e) each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing under subclauses (a)-(d), and (f) each and every Patent filed outside the United States and corresponding to any of the foregoing under subclauses (a)-(e). "Patents" means (i) patents, certifications of inventions, inventor's certificates and other forms of protection granted on any invention in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise, and (ii) applications therefor (whether provisional, converted provisional, utility, design, plant, utility model, non-provisional or otherwise).

2. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to the Assigned Patents, including the right to claim priority to and from said Assigned Patents; (b) in and to the inventions disclosed in the Assigned Patents, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (the "Inventions") and (c) in and to all claims for past, present and future infringement of the Assigned Patents, including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Assigned Patents.

3. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for filing, prosecuting or maintaining any of the Assigned Patents; (c) for filing, prosecuting or maintaining applications for reissuance of any said Assigned Patents; (d) for interference or other priority proceedings involving said Assigned Patents or Inventions; and (e) for legal proceedings involving said Inventions or Assigned Patents, including without limitation reissues and reexaminations, IPRs, opposition and other post-grant proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

4. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

5. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

6. Said Inventor(s) hereby request that any Assigned Patents issuing or granting in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued or granted in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

7. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

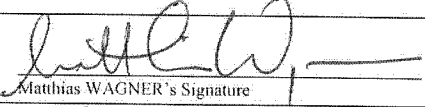

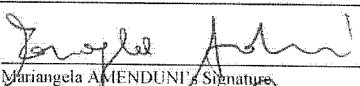
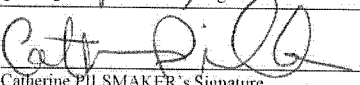
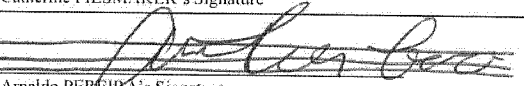

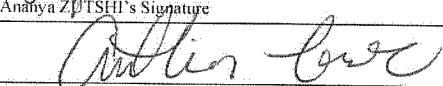
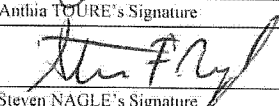
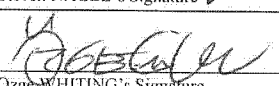
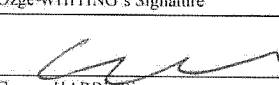
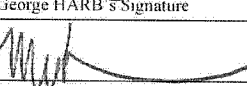
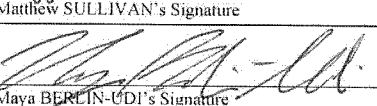
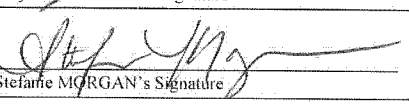
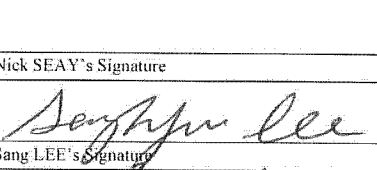

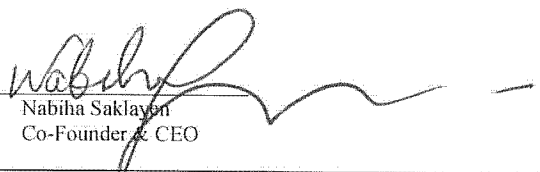
IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

PATENT ASSIGNMENT

Docket Number 59251-711.202

Date: _____
Matthias WAGNER's SignatureDate: _____
Suvi AIVIO's SignatureDate: _____
Mariangela AMENDUNI's SignatureDate: _____
Catherine PILSMAYER's SignatureDate: 4/4/22 
Arnaldo PEREIRA's SignatureDate: _____
Ananya ZUTSHI's SignatureDate: _____
Anthia TOURE's SignatureDate: _____
Steven NAGLE's SignatureDate: _____
Ozge WHITING's SignatureDate: _____
George HARB's SignatureDate: _____
Matthew SULLIVAN's SignatureDate: _____
Maya BERLIN-UDI's SignatureDate: _____
Stefanie MORGAN's SignatureDate: _____
Nick SEAY's SignatureDate: _____
Sang LEE's SignatureDate: _____
Scott LURO's SignatureRECEIVED AND AGREED TO BY ASSIGNEE:
Cellino Biotech, Inc.Date: _____ Signature: _____
Name: Nabitha Saklayen
Title: Co-Founder & CEO

PATENT ASSIGNMENT		Docket Number 59251-711.202
Date: _____	_____ Matthias WAGNER's Signature	
Date: _____	_____ Suvi AIVIO's Signature	
Date: _____	_____ Mariangela AMENDUNI's Signature	
Date: _____	_____ Catherine PILSMAKER's Signature	
Date: _____	_____ Amaldo PEREIRA's Signature	
Date: _____	_____ Ananya ZUTSHI's Signature	
Date: _____	_____ Anthia TOURE's Signature	
Date: _____	_____ Steven NAGLE's Signature	
Date: _____	_____ Ozge WHITING's Signature	
Date: _____	_____ George HARB's Signature	
Date: _____	_____ Matthew SULLIVAN's Signature	
Date: _____	_____ Maya BERLIN-LID's Signature	
Date: _____	_____ Stefanie MORGAN's Signature	
Date: <u>3-17-2022</u>	_____ Nick SEAY's Signature	
Date: _____	_____ Sang LEE's Signature	
Date: _____	_____ Scott LURO's Signature	
<p>RECEIVED AND AGREED TO BY ASSIGNEE: Cellino Biotech, Inc.</p> <p>Date: _____ Signature: _____</p> <p style="margin-left: 150px;">Name: Nabiha Saklayen</p> <p style="margin-left: 150px;">Title: Co-Founder & CEO</p>		

PATENT ASSIGNMENT		Docket Number 59251-711.202
Date: <u>3/24/22</u>	 Matthias WAGNER's Signature	
Date: <u>03-24-22</u>	 Suvi AIVIO's Signature	
Date: <u>03/11/22</u>	 Mariangela AMENDUNI's Signature	
Date: <u>3/17/22</u>	 Catherine PILSMAYER's Signature	
Date: <u>03/11/2022</u>	 Arnaldo PEREIRA's Signature	
Date: <u>3/31/2022</u>	 Ananya ZUTSHI's Signature	
Date: <u>03/11/2022</u>	 Anthia TOURE's Signature	
Date: <u>3/11/2022</u>	 Steven NAGLE's Signature	
Date: <u>3/31/2022</u>	 Ozge WHITING's Signature	
Date: <u>3/11/22</u>	 George HARB's Signature	
Date: <u>03/11/2022</u>	 Matthew SULLIVAN's Signature	
Date: <u>03/17/2022</u>	 Maya BERLIN-UDI's Signature	
Date: <u>03/11/2022</u>	 Stefanie MORGAN's Signature	
Date: _____	_____ Nick SEAY's Signature	
Date: <u>03/17/2022</u>	 Sang LEE's Signature	
Date: <u>03/24/2022</u>	 Scott LURO's Signature	
RECEIVED AND AGREED TO BY ASSIGNEE: Cellino Biotech, Inc.		
Date: <u>04/03/22</u>	Signature:  Name: Nabihah Saklayen Title: Co-Founder & CEO	