

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI9096

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
396419 B.C. LTD.	11/11/2020
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	CALW INVESTMENT CO. INC.
<b>Street Address:</b>	C/O 3160 HUMBER ROAD
<b>City:</b>	Victoria
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	V8R 3T1
<b>PROPERTY NUMBERS Total: 14</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	62536387
Application Number:	62448872
Application Number:	15990547
Application Number:	16541482
Application Number:	17897571
Application Number:	18309525
Application Number:	18402571
Application Number:	62281092
Application Number:	62297095
Application Number:	15693361
Application Number:	16121458
Application Number:	16742741
Application Number:	18046833
Application Number:	17578136
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	8585022300
<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>	
<b>Phone:</b>	(858)350-2399
<b>Email:</b>	patentdocket@wsgr.com,ksoriano@wsgr.com

**Correspondent Name:** WILSON SONSINI GOODRICH & ROSATI  
**Address Line 1:** 650 PAGE MILL ROAD  
**Address Line 4:** PALO ALTO, CALIFORNIA 94304

**NAME OF SUBMITTER:** Kelly Soriano

**SIGNATURE:** Kelly Soriano

**DATE SIGNED:** 02/08/2024

**Total Attachments: 7**

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## ASSET TRANSFER AGREEMENT

**THIS AGREEMENT** is dated to be effective the 11<sup>th</sup> day of November, 2020 (the "**Effective Date**") and made between:

**396419 B.C. LTD.**  
2157 Crescent Road  
Victoria, British Columbia,  
Canada V8S 2H4  
(the "**Vendor**")

of the First Part

-and-

**CALW INVESTMENT CO. INC.**  
c/o 3160 Humber Road,  
Victoria, British Columbia,  
Canada V8R 3T1  
(the "**Purchaser**")

of the Second Part

with reference to the following facts and circumstances:

- R1** The Purchaser is a body corporate recognized pursuant to the *Canada Business Corporations Act*;
- R2** The Vendor is the legal and beneficial owner of those assets described in Schedule A attached hereto (the "**Assets**"); and
- R3** The Vendor has agreed to transfer and assign a 25% interest as tenant in common of its legal and beneficial ownership of the Assets to the Purchaser and the Purchaser has agreed to acquire a 25% interest as tenant in common of the legal and beneficial ownership of the Assets from the Vendor in accordance with the following terms and conditions of sale.

**THEREFORE** in consideration of the mutual promises, covenants and agreements contained herein, other good and valuable consideration the receipt of which is hereby acknowledged, the Parties covenant and agree with each other as follows:

### Article I DEFINITIONS AND INTERPRETATION

- 1.1 Definitions.** In this Agreement, unless the context otherwise requires:
- (a) "**Agreement**" means this Asset Transfer Agreement, including all schedules attached hereto;
  - (b) "**Assets**" means all of the right, title and interest of the Vendor in the Assets described in Schedule A attached hereto;
  - (c) "**Effective Date**" has the meaning set out above;
  - (d) "**Party**" or "**Parties**" mean, singularly, the Vendor or the Purchaser, or collectively, the Vendor and the Purchaser;

- (e) "Purchase Price" has the meaning set out in section 2.2 below; and
- (f) "Purchaser" has the meaning set out on page 1 above; and
- (g) "Vendor" has the meaning set out on page 1 above.

**1.2 Interpretation.** For the purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- (a) The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, section or other subdivision of this Agreement;
- (b) The headings are for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope or extent of this or any provision of this Agreement;
- (c) Any reference to an entity shall include and shall be deemed to be a reference to any entity that is a permitted successor to such entity; and
- (d) Words in a singular include the plural and words in the masculine gender include the feminine and neuter genders, and *vice versa*.

## **Article II PURCHASE AND SALE**

**2.1 Agreement of Purchase and Sale.** The Vendor hereby agrees to transfer and assign to the Purchaser, and the Purchaser hereby agrees to purchase and acquire from the Vendor, a 25% interest in the Assets as of the Effective Date and subject to the terms and conditions of this Agreement.

**2.2 Purchase Price.** The Vendor and the Purchaser agree that the Purchaser shall pay, as consideration for and in exchange for the Assets, a purchase price equal to the fair market value of the Assets as of the Effective Date which the Parties agree is [REDACTED] (the "Purchase Price") as of the Effective Date.

**2.3 Payment of Purchase Price.** The Purchaser shall pay the Purchase Price to the Vendor by the grant, issuance and delivery to the Vendor of a corporate cheque drawn on a Canadian chartered bank account for the full balance of the Purchase Price.

**2.4 Transfer of Asset and Adjustments.** The purchase and sale shall occur effective as of the Effective Date and the Parties shall adjust upon all taxes, rates, charges, expenses and pre-paid deposits as of the Effective Date. Following the Effective Date and the closing herein, the Vendor shall own a 75% interest in the Assets as tenant in common and the Purchaser shall own a 25% interest in the Assets as tenant in common.

**2.5 Vendor's Obligations on Closing.** The Vendor shall provide to the Purchaser on Closing the following:

- (a) such assignments, transfers and sale documents as the Purchaser may reasonably require to effect the transfer and conveyance of the Purchaser's interest in the Assets being acquired hereunder;
- (b) a declaration confirming that the Vendor shall hold, as of and from the Effective Date, the Assets in trust as bare trustee and titleholder for the benefit of the Vendor and the Purchaser from the Effective Date until such time as the transfer of ownership of the Assets is fully recorded in all relevant registries and countries throughout the world; and
- (c) such other instruments, certificates and supporting resolutions and documents that the Purchaser may reasonably require to provide assurance that the Vendor has delivered satisfactory title and ownership of the Assets to the Purchaser.

**2.6 Purchaser's Obligations on Closing.** The Purchaser shall deliver the following to the Vendor on Closing:

- (a) payment of the Purchase Price in accordance with Section 2.3 above; and
- (b) such assignments, transfers and sale documents as the Vendor may reasonably require to complete the transfer and conveyance to the Purchaser of the Purchaser's interest in the Assets being acquired hereunder.

### **Article III WARRANTIES, REPRESENTATIONS OF THE VENDORS**

**3.1 Warranties and Representations.** The Vendor hereby represents, warrants and covenants with the Purchaser, with the intent that the Purchaser will rely on the same in entering into this Agreement and in concluding the purchase and sale contemplated herein:

- (a) the Vendor is the legal and beneficial owner of the Assets;
- (b) this Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms except as enforcement may be limited by laws of general application affecting the rights of creditors;
- (c) the Vendor is a company duly incorporated, validly existing and in good standing under the *Business Corporations Act (B.C.)*;
- (d) the Vendor has due and sufficient right and authority to enter into this Agreement on the terms and conditions set out herein and to transfer the legal and beneficial title and ownership of the Assets to the Purchaser;
- (e) the Assets are, and will be on the Effective Date, transferred free and clear of all actual or threatened liens, charges, option rights and encumbrances of any nature whatsoever;
- (f) there are no claims of any nature whatsoever affecting the right of the Vendor to transfer the Assets; and
- (g) to the best of the knowledge of the senior officers and directors of the Vendor:

- (i) the issued patents and the patent applications contained within the Assets are valid and enforceable;
  - (ii) there are no outstanding or threatened suits, claims, actions or proceedings which contest the validity of the patents; and
  - (iii) there are no regulatory proceedings commenced against the Vendor or regulatory holds affecting the Assets or any studies completed in connection with the Assets; and
- (h) the Vendor is a resident of Canada within the meaning of that phrase in Section 116 of the *Income Tax Act* (Canada).

**3.2 Indemnity of Vendor.** The Vendor hereby indemnifies and saves harmless the Purchaser from and against all claims, demands, actions, costs and expenses incurred by the Purchaser by reason of a breach of the Vendor's representations and warranties set forth in Section 3.1 above.

**3.3 Continuity of Warranties, Representations and Indemnity.** Notwithstanding any investigations or inquiries made by the Purchaser or its professional advisors to the date hereof or the waiver of any condition by the Purchaser, the representations and warranties of the Vendor shall survive the closing of the purchase and sale of the Asset and shall continue in full force and effect for a period of 2 years from the Effective Date.

#### **Article IV WARRANTIES AND REPRESENTATIONS OF THE PURCHASER**

**4.1 Warranties and Representations.** The Purchaser hereby warrants to, represents to and covenants with the Vendor, with the intent that the Vendor will rely thereon in entering into this Agreement and in concluding the purchase and sale contemplated herein, as follows, that:

- (a) this Agreement constitutes a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms except as enforcement may be limited by laws of general application affecting the rights of creditors;
- (b) the Purchaser is a company duly incorporated, validly existing and in good standing under the *Canada Business Corporations Act*; and
- (c) neither the execution and delivery of this Agreement, nor the completion of the purchase and sale contemplated by this Agreement will:
  - (i) violate any of the terms and provisions of the constating documents or bylaws or articles of the Purchaser, or any order, decree, statute, bylaw, regulation or restriction applicable to the Purchaser;
  - (ii) conflict with or result in the breach or violation of any agreement, contract or commitment, written or oral, which the Purchaser is a party to or bound by or subject to; and
  - (iii) require the consent or approval of any governmental body or regulatory authority.

**4.2 Continuity of Warranties and Representations.** Notwithstanding any investigations or inquiries made by the Vendor or their professional advisors prior to the date hereof or the waiver of any

condition by the Vendor, the representations and warranties of the Purchaser shall survive the closing and shall continue in full force and effect for a period of 2 years from the Effective Date.

**4.3 Indemnity of Purchaser.** The Purchaser hereby indemnifies and saves harmless the Vendors from and against all claims, demands, actions, costs and expenses incurred by the Vendors by reason of a breach of the Purchaser's representations and warranties set forth in section 4.1 above.

## **Article V RE-PURCHASE OPTION**

**5.1 Exercise of Option.** The Vendor and the Purchaser agree that immediately following the Effective Date herein they shall jointly execute and deliver an Asset Transfer Agreement with Oak Bay Biosciences Inc. (the "**Transfer Agreement**") whereby the Vendor and Purchaser herein shall jointly assign their respective interest in the Assets to Oak Bay Biosciences Inc. and they will jointly receive an option back to acquire the Assets (the "**Option**"). The Vendor and Purchaser covenant and agree that if the condition to the exercise of the Option is satisfied and the Option becomes exercisable that:

- (a) they shall jointly exercise the Option, the Vendor as to a 75% interest and the Purchaser as to 25% interest and they shall bear the costs in doing so on the same basis as their ownership interests; or
- (b) if one party wishes to exercise the Option and the other party does not wish to exercise the Option, upon ten (10) days prior notice to the other, the party that wishes to exercise the Option may do so provided it pays to the other party the cost of the other party's interest in the assets as set out in the Transfer Agreement.

## **Article VI GENERAL**

**6.1 Notices.** Each notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be sent by prepaid registered mail deposited in a post office in Canada addressed to the Party entitled to receive the same, or delivered to such Party, at the address for such Party as specified on the front page of this Agreement. The date of receipt of such notice, demand or other communication shall be the date of delivery thereof if delivered, or, if given by registered mail as aforesaid, shall be deemed conclusively to be the fifth day after the same shall have been so mailed, except in the case of interruption of postal services for any reason whatsoever, in which case the date of receipt shall be the date on which the notice, demand or other communication is actually received by the addressee. Either party may at any time and from time to time notify the other Party in writing of a change of address and the new address to which notice shall be given to it thereafter until further change.

**6.2 Consents and Waivers.** No consent or waiver expressed or implied by either Party in respect of any breach or default by the other Party in the performance by such other of its obligations hereunder shall be valid unless it is in writing and stated to be a consent or waiver pursuant to this section.

**6.3 Time of the Essence.** Time shall be of the essence in this Agreement.

**6.4 Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

**6.5 Entire Agreement.** This instrument contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect, unless the same are set forth in writing signed by the Parties hereto.

**6.6 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada in so far as they are applicable.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement as of the date first written above.

**396419 B.C. LTD.**  
by its authorized signatory

Per:     *paul erickson*    

**CALW INVESTMENT CO. INC.**  
by its authorized signatory

Per:     *Erick Mohr*



**SCHEDULE A**

**DESCRIPTION OF ASSETS**

<b>WSGR Ref. No.</b>	<b>Country</b>	<b>Case Type</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Publication No.</b>	<b>Publication Date</b>	<b>Patent No.</b>	<b>Patent Date</b>
<b>Anti-Factor D Aptamer Compositions</b>								
57602-701.301	United States of America	CON	15/693,361	08-31-17	US-2018-0051287-A1	02-22-18	10,174,325	01-08-19
57602-701.302	United States of America	CON	16/742,741	01-14-20				
57602-701.891	Hong Kong	RBP	18110802.7	01-20-17	1251610	02-01-19	1251610	09-04-20
57602-701.641	United Kingdom	PCT	1718801.2	01-20-17	GB2553252	02-28-18	2553252	07-31-19
57602-701.611	European Patent Convention	PCT	17742071.8	01-20-17	3405577	11-28-18		
57602-701.711	China (People's Republic)	PCT	201780018764.5	01-20-17	108934169	12-04-18		
57602-701.761	Japan	PCT	2018-538551	01-20-17	2019-506159	03-07-19		
57602-701.681	Australia	PCT	2017210042	01-20-17				
57602-701.701	Canada	PCT	3,011,819	01-20-17	3011819	07-27-17		
<b>Anti-Factor D Stem-Loop Aptamer Compositions</b>								
57602-702.301	United States of America	CON	15/990,547	05-25-18	US-2019-0032056-A1	01-31-19	10,428,330	10-01-19
57602-702.302	United States of America	CON	16/541,482	08-15-19	US-2020-0216849-A1	07-09-20		
<b>Bi-specific Aptamer Compositions</b>								
57602-707.101	United States of America	PRO	63/003,108	03-31-20				