

PATENT ASSIGNMENT COVER SHEET

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Assignment ID: PATI62355

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Schrödinger, L.L.C.	12/15/2023
RECEIVING PARTY DATA	
Company Name:	Nimbus Discovery, Inc.
Street Address:	22 Boston Wharf Road, Floor 9
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02210
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17656924
CORRESPONDENCE DATA	
Fax Number:	6172758374
<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:	6177287100
Email:	Shelley.Butz@Dechert.com,BOSPatents@Dechert.com
Correspondent Name:	Andrea L.C. Reid
Address Line 1:	One International Place, 40th Floor
Address Line 2:	100 Olive Street
Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	398110-58HPUS (190082)
NAME OF SUBMITTER:	Shelley Butz
SIGNATURE:	Shelley Butz
DATE SIGNED:	02/29/2024
Total Attachments: 3	
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**CONFIRMATORY PATENT ASSIGNMENT
BY SCHRÖDINGER, L.L.C.**

This CONFIRMATORY PATENT ASSIGNMENT, is made by and between Schrödinger, L.L.C. ("Assignor") and Nimbus Discovery, Inc., ("Assignee"), a Delaware corporation.

WHEREAS, Alexandre Cote and Abba Leffler ("Inventors"), co-inventors of the invention described and claimed in "**HPK1 ANTAGONISTS AND USES THEREOF**" set forth in Application Nos. **17/656,924** and **PCT/US2022/071403**, filed **March 29, 2022** (the "Assigned Patent Applications");

WHEREAS, Alexandre Cote executed an Employment Agreement with Schrödinger, Inc., a Delaware corporation, effective June 5, 2018, (the "Employment Agreement") whereby Inventor fully assigned all of his rights, titles and interests in the Assigned Patents to Schrödinger, Inc.;

WHEREAS, Abba Leffler executed an Employment Agreement with Schrödinger, Inc., a Delaware corporation, effective April 18, 2017, (the "Employment Agreement") whereby Inventor fully assigned all of his rights, titles and interests in the Assigned Patents to Schrödinger, Inc.;

WHEREAS, Schrödinger, Inc. assigned all of its right, title and interest in the Assigned Patent to Schrödinger, L.L.C. by virtue of the Bill of Sale, Assignment, Assumption, and License Agreement dated March 27, 2002;

WHEREAS, Assignor executed an Initial Service Agreement with Project Troubled Water, Inc., effective June 8, 2009, a Master Service Agreement with Nimbus Discovery, Inc., effective May 18, 2010, an Amendment to the Master Service Agreement, effective July 13, 2010, a Collaboration Agreement with Nimbus Discovery, Inc., effective June 23, 2011 and Amended and Restated on August 27, 2015 (collectively, the "Collaboration Agreement"), whereby Assignor fully assigned all of its right, title and interest in the Assigned Patent Applications to Assignee;

WHEREAS, Project Troubled Water, Inc. changed its name to Nimbus Discovery, Inc. by virtue of the State of Delaware certificate of amendment dated March 30, 2010; and

WHEREAS, the undersigned parties desire to confirm and restate the assignments to give effect to the intentions of the Assignor and Assignee.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. Assignor does hereby sell, assign, transfer and convey unto said Assignee, and/or confirm prior assignment, transfer, or conveyance unto said Assignee, the entire right, title and interest (a) in and to said applications and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Assignor hereby covenants and agrees 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 and foreign countries. Such cooperation by Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers,

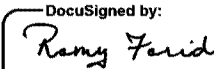
and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by said Assignee.

3. 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 us, our respective heirs, legal representatives and assigns.

4. Assignor hereby warrants and represents that Assignor have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

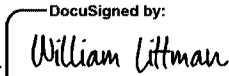
IN WITNESS WHEREOF, Assignor has executed and delivered this instrument to said Assignee.

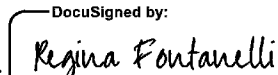
SCHRÖDINGER, L.L.C. (“Assignor”)

By: 
19530F280F31405...
Schrödinger, L.L.C.

Date: December 15, 2023

WITNESSES

Signature: 
12121CA8E1F846E...

Signature: 
AA1926026DAF49C...

The undersigned, whose title is supplied below, is authorized to act on behalf of the Assignee.

	Assignee:	<u>NIMBUS DISCOVERY, INC.</u>
Date: _____	Signed:	_____
	Print Name:	_____
	Print Title:	_____
	Address:	22 Boston Wharf Road, Floor 9, Boston, Massachusetts 02210 USA