PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI144160

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
Deerfield Management Company, L.P. (Series C)	04/01/2024

RECEIVING PARTY DATA

Company Name:	Vibliome Therapeutics, LLC
Street Address:	400 E Babcock St
City:	Bozeman
State/Country:	MONTANA
Postal Code:	59715

PROPERTY NUMBERS Total: 21

Property Type	Number
Application Number:	14173125
Application Number:	14939886
PCT Number:	US1249559
Application Number:	18196281
Application Number:	18577481
Application Number:	63546320
Application Number:	61515434
Application Number:	18399848
Application Number:	15801468
Application Number:	16240219
Application Number:	16554676
Application Number:	16845119
Application Number:	17100436
Application Number:	17366733
Application Number:	17676333
Application Number:	17953489
Application Number:	63219459
PCT Number:	US2236403
Application Number:	62566691
Application Number:	63093359

Property Type	Number
Application Number:	63257860

CORRESPONDENCE DATA

Fax Number: 2132897739

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.

Phone: 2134262619
Email: aarnelle@goodwinlaw.com
Correspondent Name: Amy Arnelle
Address Line 1: 601 S Figueroa Street Suite 4100
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	151279.359179
NAME OF SUBMITTER:	Amy Arnelle
SIGNATURE:	Amy Arnelle
DATE SIGNED:	04/04/2024

Total Attachments: 19
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PARTIAL RELEASE AGREEMENT

This PARTIAL RELEASE AGREEMENT (this "***Release***") is made as of April 1, 2024 by Deerfield Management Company, L.P. (Series C) ("***Secured Party***"), in its capacity as collateral agent (in such capacity, the "***Agent***") for the benefit of itself as collateral agent and the Secured Note Holders (as defined in the Security Agreement referred to below), in favor of Vibliome Therapeutics, LLC (the "***Grantor***").

WHEREAS, in connection with that certain Security Agreement, dated as of December 29, 2023, by and among the Grantor and the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement***"), the Grantor entered into that certain Patent Security Agreement, dated as of December 29, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***IP Security Agreement***"), by the Grantor in favor of the Agent, pursuant to which the Grantor granted to the Agent, for the ratable benefit of the Secured Note Holders, a security interest in certain intellectual property of the Grantor;

WHEREAS, the IP Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office ("***USPTO***") on January 18, 2024 at Reel 066164, Frame 0269; and

WHEREAS, the Agent now desires to terminate and release its security interest in and to certain collateral within the Security Agreement, and certain intellectual property collateral within the IP Security Agreement, in each case with respect to the Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise specified herein, all capitalized terms used but not defined herein have the meanings given to them in the IP Security Agreement.

SECTION 2. Release of Grant of Security. Agent hereby terminates, releases and discharges to the Grantor all of the Agent's security interest in all of the Grantor's right, title and interest in and to, and reassigns to the Grantor any right, title and interest the Agent may have in or to, the following collateral (the "***Released Collateral***"):

(i) (x) Vibliome Licensed Technology and (y) Materials set forth in Schedule A hereto;

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and

future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to or arising from any of the foregoing.

The Agent confirms that, effective as of the date hereof, all security interests and other liens created under the Security Agreement and the IP Security Agreement granted by or in respect of Released Collateral to the Agent shall automatically be terminated, satisfied, released and discharged in full and of no further force and effect.

The Agent hereby authorizes the Grantor (and/or its counsel, representatives and/or designees including, without limitation, Goodwin Procter LLP) to file/record and/or deliver, as applicable, (x) a Uniform Commercial Code collateral amendment to delete the Released Collateral, and (y) this Agreement with the United States Patents and Trademark Office.

SECTION 3. Effect of Release. For the avoidance of any doubt, the release hereunder is limited ***only*** and ***solely*** to the Released Collateral, and shall not apply in any respect to any other Collateral (as such term is defined in the IP Security Agreement) or any other assets of the Grantor which the Agent holds a security interest over pursuant to the Security Agreement. The Agent reserves and retains its security interest (and any other right, title or interest) in and to all other such Collateral or assets described therein, which security interests remain uninterrupted and undisturbed. Except as expressly modified by this Release, the IP Security Agreement and Security Agreement remain and shall remain in full force and effect.

SECTION 4. Recordation. The Agent authorizes and requests that the Commissioner for Patents and any other applicable government officer or relevant governmental authority record this Release, which may be redacted to protect confidentiality of sensitive information.

SECTION 5. Governing Law. This Release shall be governed by, construed and enforced in accordance with the laws of the State of Delaware applicable to contracts made and performed in such state, without regard to principles of conflicts of law.

SECTION 6. Electronic Signatures. The parties to this Release consent to the execution by or on behalf of each other party of this Release, and the witnessing thereof, by electronic signature, provided that such manner of execution is permitted by law. The parties to this Release agree that an executed copy of this Release may be retained in electronic form and acknowledge that such electronic form shall constitute an original of this Release and may be relied upon as evidence of this Release.

[*Signature page follows*]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DEERFIELD MANAGEMENT COMPANY, L.P. (Series C), as Collateral Agent

By: Flynn Management, LLC
General Partner

By: _____
Name: David J. Clark
Title: Authorized Signatory

Schedule A

(i) Vibliome Licensed Technology (as defined on Exhibit A, other than the Patents listed in clause (iii) below);

(ii) Materials (as defined in Exhibit A) listed on Schedule 2.1(a); and Materials and other tangible embodiments in each case comprising Licensed Compounds, Licensed Products or Vibliome Licensed Technology; and

(iii) the other Patents listed below.

PTO Number	App No.	Atty Docket Number	Status	Title	Filing Date	Issue Date	Juris.
US 9,221,805	14/173,125	122097-00101	Issued	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	2/5/14	12/29/2015	US
US 9,833,455	14/939,886	122097-00102	Issued	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	11/12/15	12/5/2017	US
EP 2,739,143	PCT/US2012/049559 EP 12-822,808.7	122097-00135	Issued	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	8/3/2012	7/11/2018	EP

PTO Number	App No.	Atty Docket Number	Status	Title	Filing Date	Issue Date	Juris.
FR of EP 2,739,143	PCT/US2012/049559 EP 12-822,808.7	122097-00185	Issued	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	3/5/2014	7/11/2018	FR
UK of EP 2,739,143	PCT/US2012/049559 EP 12-822,808.7	122097-00186	Issued	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	3/5/2014	7/11/2018	GB
IE of EP 2,739,143	PCT/US2012/049559 EP 12-822,808.7	122097-00189	Issued	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	3/5/2014	7/11/2018	IE
DE 602012048450.0	PCT/US2012/049559 EP 12-822,808.7	122097-00195	Issued	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE	3/5/2014	7/11/2018	DE

PTO Number	App No.	Atty Docket Number	Status	Title	Filing Date	Issue Date	Juris.
				CONTAINING MULTI-TARGETED KINASE INHIBITORS			
	18/196,281	122097-00111	Active	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	5/11/2023		US
	18/577,481	122097-00602	Active	MODULATORS OF PROTEIN KINASES	1/8/2024		US
	63/546,320	136712-00601	Active	PLK4 Modulators	10/30/2023		WO
	61/515434						
	PCT/US2012/049559						
	18/399,848	122097-00112	Active	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	12/29/2023		US
	15-801,468	122097-00103	Abandoned, refiled as 16-240,219	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED	11/2/2017		US

PTO Number	App No.	Atty Docket Number	Status	Title	Filing Date	Issue Date	Juris.
				HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS			
	16-240,219	122097-00104	Abandoned, refiled as 16-554-676	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	1/4/19		US
	16-554,676	122097-00105	Abandoned	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	8/29/2019		US
	16-845,119	122097-00106	Abandoned	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	4/10/2020		US
	17-100,436	122097-	Abandoned	PREPARATIO	11/20/20		US

PTO Number	App No.	Atty Docket Number	Status	Title	Filing Date	Issue Date	Juris.
		00107		N AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	20		
	17-366,733	122097-00108	Abandoned	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	7/2/2021		US
	17/676,333	122097-00109	Abandoned	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	2/21/2022		US
	17/953489	122097-00110	Abandoned	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING	9/27/2022		US

PTO Number	App No.	Atty Docket Number	Status	Title	Filing Date	Issue Date	Juris.
				MULTI-TARGETED KINASE INHIBITORS			
	18/196,281	122097-00111	Abandoned	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	5/11/2023		US
	63/219,459	122097-00601	Converted to PCT/US2022/036403	MODULATORS OF PROTEIN KINASES	7/8/2021		US
	PCT/US2022/036403						
	62-566,691	122097-00401	Terminated, refiled as 63-093,359	DESIGN, PREPARATION, AND THERAPEUTIC UTILITY OF A NEW CLASS OF TIGHT-BINDING IRREVERSIBLE PROTEIN BINDERS	10/2/2017		US
	63-093,359	122097-00405	Terminated, refiled as 63/257,860	METHODS OF TREATING RESISTANT CANCERS AND RELATED CONDITIONS	10/19/2020		US
	63/257,860	122097-00406	Abandoned	METHODS OF TREATING RESISTANT CANCERS AND RELATED CONDITIONS	10/20/2021		US

Exhibit A

Defined Terms

"**Acquirer**" means the acquiring or combining Third Party in any of (a) completion of a merger, reorganization, amalgamation, arrangement, share exchange, consolidation, tender or exchange offer, private purchase, business combination, recapitalization or other transaction involving a Party as a result of which the stockholders of such Party immediately preceding such transaction hold less than fifty percent (50%) of the outstanding shares, or less than fifty percent (50%) of the outstanding voting power, respectively, of the ultimate company or entity resulting from such transaction immediately after consummation thereof (including a company or entity which as a result of such transaction owns the then-outstanding securities of a Party or all or substantially all of a Party's assets, either directly or through one or more subsidiaries); (b) any sale, lease, exchange, contribution or other transfer (in one transaction or a series of related transactions) to a Third Party of all or substantially all the assets of a Party (determined on a consolidated basis); or (c) a transaction or series of related transactions in which a Third Party, together with its Affiliates, becomes the direct or indirect beneficial owner of more than fifty percent (50%) of the combined voting power of the outstanding securities of such Party, and any of such Third Party's Affiliates (other than the acquired Party and its Affiliates in existence prior to the applicable transaction).

"**Affiliate**" means, with respect to a particular Person, a Person that controls, is controlled by or is under common control with such Person. For the purposes of this definition, the word "control" (including, with correlative meaning, the terms "controlled by" or "under the common control with") means the actual power, either directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such entity, whether by the ownership of more than fifty percent (50%) of the voting stock of such entity, or by contract or otherwise; *provided* that for the purposes of the License Agreement, Grantor's Affiliates shall not include Secured Party, its affiliated funds, funds under its control or under common control with it, its or their successors or assigns, and its and their respective portfolio companies, to the extent such entities are not (a) successors or assignees of all or substantially all the assets or business of Grantor any of the Vibliome Licensed Technology or (b) controlled by Grantor.

"**Change of Control**" means, with respect to a Party, (a) completion of a merger, reorganization, amalgamation, arrangement, share exchange, consolidation, tender or exchange offer, private purchase, business combination, recapitalization or other transaction involving a Party as a result of which the stockholders of such Party immediately preceding such transaction hold less than fifty percent (50%) of the outstanding shares, or less than fifty percent (50%) of the outstanding voting power, respectively, of the ultimate company or entity resulting from such transaction immediately after consummation thereof (including a company or entity which as a result of such transaction owns the then-outstanding securities of a Party or all or substantially all of a Party's assets, either directly or through one or more subsidiaries); (b) any sale, lease, exchange, contribution or other transfer (in one transaction or a series of related transactions) to a Third Party of all or substantially all the assets of a Party (determined on a consolidated basis); or (c) a transaction or series of related transactions in which a Third Party, together with its Affiliates, becomes the direct or indirect beneficial owner of more than fifty percent (50%) of the combined voting power of the outstanding securities of such Party. The acquiring or combining Third Party in any of (a), (b), or (c), and any of such Third Party's Affiliates (other than the acquired Party and its Affiliates in existence prior to the applicable transaction), are referred to collectively herein as the "Acquirer". Notwithstanding the foregoing, any transaction or series of transactions effected solely for the

purpose of financing the operations of the applicable Party or changing the form or jurisdiction of organization of such Party (such as an initial public offering or other offering of equity securities to nonstrategic investors or corporate reorganization) will not be deemed a "Change of Control" for purposes of the License Agreement.

"**Commercialize**" or "**Commercialization**" means, together with all correlative meanings, the import, export, marketing, promotion, sale or distribution of a product, including commercial activities conducted in preparation for a product launch. Commercialization shall expressly exclude (a) Research, (b) Development and (c) Manufacture.

"**Control or Controlled**" means with respect to any materials, compounds, Information, Patents, Regulatory Materials or Regulatory Approvals, or other property right, the possession (whether by ownership or license, but other than pursuant to the License Agreement) by a Party or its Affiliates of the ability to grant to the other Party a license or access as provided herein to such item, without violating the terms of any agreement or other arrangement with any Third Party, in existence as of the time such Party or its Affiliates would first be required hereunder to grant the other Party such license or access. Notwithstanding the foregoing, a Party will be deemed not to Control any Patent or other intellectual property right that is (a) owned or controlled by an Acquirer described in the definition of "Change of Control" (or any of its Affiliates) as of the closing of such Change of Control, (b) acquired by such Party or any of such Party's Affiliates from a Third Party after the Effective Date, or (c) generated or developed by an Acquirer described in the definition of "Change of Control" (or any of its Affiliates existing immediately prior to the closing of such Change of Control) after the closing of such Change of Control except in the case of this clause (c) (i) with respect to any such materials, compounds, Information, Patents, Regulatory Materials or Regulatory Approvals, or other property right arising from participation by employees or consultants of such Acquirer in the performance of the License Agreement after such Change of Control, (ii) to the extent that any such materials, compounds, Information, Patents, Regulatory Materials or Regulatory Approvals, or other property right are incorporated into a Licensed Product in furtherance of the License Agreement by the Acquirer after such Change of Control, or (iii) for intellectual property rights constituting improvements (or direct improvements to such improvements) to the technology of the acquired Party in existence prior to such Change of Control, in each case, developed or conceived by any employees or consultants of the Acquirer through use of the Vibliome Licensed Technology.

"Cover", "Covered" or "Covering" means with respect to a Licensed Product and a Patent, that, in absence of a (sub)license under, or ownership of, such Patent, the making, using, offering for sale, selling, or importing of such Licensed Product would infringe, contributorily infringe, or induce infringement of, a Valid Claim of such Patent as issued or in the case of a Patent that has not been yet issued, would infringe, contributorily infringe, or induce infringement of, a Valid Claim of such Patent if it were to issue as then prosecuted.

"**Develop**" or "**Development**" means, together with all correlative meanings, preclinical and clinical drug development activities, conducted before or after obtaining Regulatory Approval that are reasonably related to or leading to the development, preparation, and submission of data and information to a Regulatory Authority for the purpose of obtaining, supporting or expanding Regulatory Approval or to the appropriate body for obtaining, supporting or expanding pricing and reimbursement approval, including without limitation, all activities related to preclinical testing, assay development and validation, in vivo testing, biomarker development and validation, toxicology, pharmacokinetic profiling, design and conduct of clinical trials and any other studies,

regulatory affairs, statistical analysis, report writing, and Regulatory Material creation and submission (including the services of outside advisors and consultants in connection therewith). Development expressly excludes (a) Research, (b) Commercialization and (c) the Manufacture and accumulation of commercial inventory of a product.

"**Developed Information**" means all Information developed, conceived, reduced to practice or generated in the performance of activities under the License Agreement ("**Developed Information**") and all Patents that claim or Cover the same, with inventorship being determined in accordance with United States patent laws (regardless of where the applicable activities occurred). Developed Information developed, conceived, reduced to practice or generated solely by or on behalf of Grantor will be solely owned by Grantor ("**Vibliome Developed Information**"), and Patents that claim or Cover Vibliome Developed Information will be solely owned by Grantor. Developed Information developed, conceived, reduced to practice or generated solely by or on behalf of *** will be solely owned by *** ("*** **Developed Information**"), and Patents that claim or Cover filed on *** Developed Information will be solely owned by *** ("*** **Developed Patents**"). Developed Information developed, conceived, reduced to practice or generated jointly by or on behalf of the Parties in the performance of activities under the License Agreement will be jointly owned by the Parties ("**Jointly Developed Information**") and Patents that claim or Cover Jointly Developed Information will be jointly owned by the Parties ("**Jointly Developed Patents**") and Section 6.1(c) of the License Agreement will apply to such Jointly Developed Information and Jointly Developed Patents.

"**Effective Date**" means April 1, 2024.

"**Existing Compound(s)**" means: (a) any PLK4 Inhibitor the composition of matter of which is Covered by the Vibliome Licensed Patents and (b) any compound not included in clause (a) that has been identified or designed by Grantor as of the Effective Date to be a PLK4 Inhibitor and is set forth in Schedule 1.35.

"**Exploit**" or "**Exploitation**" means, to make, have made, use, sell, offer for sale, import, export, and otherwise exploit and have exploited, including Research, Develop, Manufacture and Commercialize.

"**Field**" means the treatment, prevention and diagnosis of diseases or disorders in humans or animals.

"**First Commercial Sale**" means, with respect to a Licensed Product and a country, the first sale to a Third Party of such Licensed Product in such country for use or consumption by the end user of such Licensed Product after all Regulatory Approvals have been obtained in such country. For the avoidance of doubt, transfers of Licensed Product prior to receipt of Regulatory Approval for a Licensed Product or otherwise as so-called "treatment IND sales," "named patient sales," "compassionate use sales", shall not be considered a sale.

"**Indication**" means each separate and distinct disease, disorder, illness, health condition, or interruption, cessation or disruption of a bodily function, system, tissue type or organ, for which Regulatory Approval is required. For the avoidance of doubt, (a) subtypes of the same disease are different indications if (i) a separate pivotal trial for each disease subtype is required for Regulatory Approval for each disease subtype, and (ii) a separate NDA or supplemental NDA is required for Regulatory Approval for each disease subtype; and (b) treatment of a disease or disease subtype

compared to prevention of the same disease or disease subtype are different indications if (i) a separate pivotal trial for treatment of a disease or disease subtype is required for Regulatory Approval and a separate pivotal trial for prevention of the same disease or disease subtype is required for Regulatory Approval, and (ii) a separate NDA or supplemental NDA is required for Regulatory Approval for treatment of a disease or disease subtype and a separate NDA or supplemental NDA is required for Regulatory Approval for prevention of the same disease or disease subtype. For clarity, treatment of a disease or disease subtype compared to prevention of the same disease or disease subtype will be considered one (1) indication if (A) one pivotal trial is required for Regulatory Approval for treatment and prevention of such disease or disease subtype, or (B) one Regulatory Approval is obtained for treatment and prevention of such disease or disease subtype.

"**INDs**" means (a) an Investigational New Drug Application as defined in the FD&C Act and applicable regulations promulgated thereunder by the FDA, or (b) a clinical trial application or similar equivalent application or submission to the equivalent Regulatory Authority in any other regulatory jurisdiction, the filing of which is necessary to initiate or conduct clinical testing of a pharmaceutical product in humans in such jurisdiction.

"**Information**" means any data, results, and information of any type whatsoever, in any tangible or intangible form, including know-how, inventions, discoveries, developments, trade secrets, practices, techniques, methods, processes, specifications, formulations, formulae, materials or compositions of matter of any type or kind (patentable or otherwise), software, algorithms, marketing reports, clinical and nonclinical study reports, regulatory submission documents and summaries, technology, test data including pharmacological, biological, chemical, biochemical, toxicological, and clinical test data, analytical and quality control data, stability data, studies and procedures.

"**Jointly Developed Information**" means Developed Information developed, conceived, reduced to practice or generated jointly by or on behalf of the Parties in the performance of activities under the License Agreement will be jointly owned by the Parties.

"**Jointly Developed Patents**" means Patents that claim or Cover Jointly Developed Information will be jointly owned by the Parties.

"License Agreement" means that certain exclusive license agreement entered into as of the Effective Date by and between Grantor and ***, a company organized under the laws of Delaware.

"**Licensed Compounds**" means (a) any Existing Compound and any analogs, metabolites, salts, esters, free acid forms, free base forms, pro-drug forms, racemates, solvates or optically active forms thereof or (b) any PLK4 Inhibitor identified by *** which contains the scaffold set forth on Schedule 1.58 and the structure of which (and analogs, metabolites, salts, esters, free acid forms, free base forms, pro-drug forms, racemates, solvates and optically active forms thereof) are not publicly known or available (other than as a result of a publication by ***) as of the date of *** filing a first IND for such compound. For purposes of the Royalty Term, a Licensed Compound shall be deemed distinct from another Licensed Compound if neither are an analog, metabolite, salt, ester, free acid form, free base form, pro-drug form, racemate, solvate or optically active form of the other and a Licensed Product shall be deemed distinct from another Licensed Product if one Licensed Product contains a Licensed Compound distinct from the Licensed Compound in the other Licensed Product.

"Licensed Products" means any product containing a Licensed Compound.

"**MAA**" means an application for Regulatory Approval in a country, territory or possession.

"**Manufacture**" means, together with all correlative meanings, with respect to a product, those manufacturing activities involved in or relating to (a) manufacturing process development, (b) chemistry, manufacturing, and control activities, including analytical development and qualification, formulation development, solubility testing, bulk drug substance manufacturing, stability testing and scale-up activities, bulk drug product manufacturing and stability testing, (c) quality assurance and quality control activities including validation testing, qualification and audit of clinical and commercial manufacturing facilities, and (d) in the case of either a clinical or commercial supply of such product or supply of such product for any nonclinical study, the manufacturing, processing, formulating, packaging, labeling, holding, quality control testing and release of such product.

"**Materials**" means the tangible chemical or biological materials, including compounds, molecules, cells and cell lines (in any form), clones, assays, reagents and other biological materials, along with any tangible chemical or biological material embodying Information, in each case Controlled by the supplying Party and which are provided to or otherwise made available to the receiving Party.

"**NDA**" means a New Drug Application, as defined in the FD&C Act and applicable regulations promulgated thereunder by the FDA, or any analogous application or submission with any Regulatory Authority outside of the United States.

"**Party**" or "**Parties**" has the meaning set forth in the preamble to the License Agreement.

"**Person**" means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other similar entity or organization, including a government or political subdivision, department or agency of a government.

"**PLK4**" means Polo-like kinase 4.

"**PLK4 Inhibitor**" means a chemical compound or prodrug form of a chemical compound whose primary mechanism of action is inhibition of the kinase PLK4 and which in each case is mediated by the direct binding of such compound or prodrug form to the kinase PLK4.

"**Parties**" means Grantor and ***, a company organized under the laws of Delaware ("***"). Grantor and *** are sometimes referred to individually as a "Party" and collectively as the "Parties".

"**Patent**" means (a) any national, regional or international patent or patent application, including any provisional patent application, (b) any patent application filed either from such a patent, patent application or provisional application or from an application claiming priority from any of these, including any divisional, continuation, continuation-in-part, provisional, converted provisional, and continued prosecution application, (c) any patent that has issued or in the future issues from any of the foregoing patent applications (in each case (a) and (b)), including any utility model, petty patent, design patent and certificate of invention, (d) any extension or restoration by existing or future extension or restoration mechanisms, including any revalidation, reissue, re-examination and extension (including any supplementary protection certificate and the like) of any of the foregoing patents or patent applications (in each case (a), (b) and (c)), (e) any similar rights, including so-called pipeline protection, or any importation, revalidation, confirmation or introduction

patent or registration patent or patent of additions to any such foregoing patent application or patent and (f) any foreign counterparts to any of the foregoing.

"**Regulatory Approvals**" means all approvals necessary for the Manufacture, marketing, importation and sale of a product for one or more Indications in a country or regulatory jurisdiction, which includes satisfaction of all applicable regulatory and notification requirements, including any pricing and reimbursement approvals. Regulatory Approvals include approvals by Regulatory Authorities of MAAs or NDAs.

"**Regulatory Authority**" means, in a particular country or regulatory jurisdiction, any applicable Governmental Authority involved in granting Regulatory Approval or, to the extent required in such country or regulatory jurisdiction, pricing or reimbursement approval of a product in such country or regulatory jurisdiction, including (a) the FDA, (b) the European Medicines Agency, and (c) the European Commission, or any successor thereto.

"**Regulatory Exclusivities**" means any exclusive marketing rights or data exclusivity rights conferred by any Regulatory Authority with respect to a Licensed Product other than Patents, including, without limitation, rights conferred in the U.S. under the Hatch-Waxman Act or the FDA Modernization Act of 1997 (including pediatric exclusivity), orphan drug exclusivity, or rights similar thereto outside the U.S.

"**Regulatory Materials**" means regulatory applications, submissions, notifications, registrations, or other filings or correspondence made to or with a Regulatory Authority that are necessary or reasonably desirable (or were otherwise made) in order to Develop, Manufacture, market, sell or otherwise Commercialize a Licensed Product in a particular country or regulatory jurisdiction. Regulatory Materials include INDs, MAAs and NDAs (as applications, but not the approvals with respect thereto).

"**Research**" means, together with all correlative meanings, activities related to the discovery, identification, profiling, characterization, advancement or progression of compounds. Research shall expressly exclude (a) Development, (b) Commercialization and (c) Manufacture.

"**Royalty Term**" means, on a country-by-country and Licensed Product-by-Licensed Product basis, the period commencing upon the First Commercial Sale of such Licensed Product in such country and ending upon the later to occur of ***.

"**Term**" means the commencement of the License Agreement as of the Effective Date and, unless earlier terminated pursuant to Article 10 of the License Agreement, will expire on a country-by-country basis and Licensed Product-by-Licensed Product basis at the end of the applicable Royalty Term.

"**Third Party**" means any Person other than Grantor or *** or their respective Affiliates.

"**Valid Claim**" means a claim of any (a) pending United States or foreign Patent application or (b) issued, unexpired United States or granted foreign Patent that has not been dedicated to the public, disclaimed, abandoned or held invalid or unenforceable by a court or other body of competent jurisdiction from which no further appeal can be taken, and that has not been explicitly disclaimed, or admitted in writing to be invalid or unenforceable or of a scope not covering a particular product or service through reissue, disclaimer or otherwise, provided that if a particular claim has not issued

within seven (7) years of its earliest priority date, it shall not be considered a Valid Claim for purposes of the License Agreement unless and until such claim is included in an issued or granted Patent, notwithstanding the foregoing definition.

"**Vibliome Licensed Technology**" means the Vibliome Licensed Information and Vibliome Licensed Patents.

"**Vibliome Licensed Information**" means all Information that is Controlled by Grantor or its Affiliates at any time during the Term that is necessary or reasonably useful to Exploit any of the Licensed Compounds or Licensed Products in the Field in the Territory. Notwithstanding anything to the contrary herein, the Vibliome Licensed Information does not include any information to the extent that it comprises Grantor's proprietary kinase inhibitor library (other than Licensed Compounds or Licensed Products) or to the extent it relates to such library's use in the development of kinase inhibitors that are not Licensed Compounds or Licensed Products. Vibliome Licensed Information includes Grantor's interest in the Jointly Developed Information.

"**Vibliome Licensed Patents**" means any and all Patents that are Controlled by Grantor or its Affiliates at any time during the Term that are necessary or useful to Exploit any of the Licensed Compounds or Licensed Products in the Field and for the Territory, in each case including any Patents that claim or Cover any Licensed Compounds or Licensed Products. The Vibliome Licensed Patents include, without limitation, the Patents set forth in clause (iii) of Schedule A and any patent or patent application that claims priority to or common priority with any such Patents (including any patents, patent applications or other rights that fall within clauses (b) through (f) of the Patent definition with respect to such Patents set forth in clause (iii) of Schedule A). Vibliome Licensed Patents includes Grantor's interest in the Jointly Developed Patents.

Schedule 1.35

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Schedule 1.58

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SCHEDULE 2.1(a)

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