# 508501857 04/18/2024 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI174465

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEY	ANCE:	ASSIGNMENT	
CONVEYING PARTY	DATA		
		Name	Execution Date
Intergalactic Therapeu	itics, Inc.		03/18/2024
RECEIVING PARTY	ΟΑΤΑ		
Company Name:	Aldevron	, LLC	
Street Address:	4055 41s	t Avenue South	
City:	Fargo		
State/Country:	NORTH	DAKOTA	
Postal Code:	58104		
PROPERTY NUMBER	RS Total: 4		
Property Typ	e	Number	
Patent Number:	1	1324839	
Patent Number:	1	1766490	
Patent Number:	1	1602569	
Patent Number:	1	1684680	
	l be sent to t if provided; 6 pl e: N 23	t <b>he e-mail address first; if that i</b> <b>if that is unsuccessful, it will be</b> 173417533 npatentcorrespondence@morgan lorgan, Lewis & Bockius LLP 222 MARKET STREET hiladelphia, PENNSYLVANIA 191	<b>e sent via US Mail.</b> nlewis.com,amanda.mcintyre@morganlewis.co
ATTORNEY DOCKET	NUMBER:	IGT-003xx/138289-5003	
NAME OF SUBMITTER	R:	Amanda McIntyre	
SIGNATURE:		Amanda McIntyre	
DATE SIGNED:		04/18/2024	
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# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

# THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this

"Assignment"), effective as of March \_\_\_, 2024 (the "Effective Date"), is by and between Aldevron, LLC, a North Dakota limited liability company ("Assignee") and Intergalactic Therapeutics, Inc., a Delaware corporation ("Assignor").

## WITNESSETH:

WHEREAS, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, dated March 1, 2024, as amended (the "Asset Purchase Agreement"), between Assignee and Assignor, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, among other things, the Purchased Assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to sell, assign, convey, deliver and transfer the entire right, title and interest in, to and under all of the Intellectual Property included in the Purchased Assets, including the Intellectual Property as set forth on Exhibit A hereto (the "Assigned IP"), to Assignee and Assignee desires to acquire the entire right, title and interest in, to and under such Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Asset Purchase Agreement and subject to the terms and conditions therein as approved by the Sale Order, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignor hereby irrevocably sells, assigns, conveys, delivers and transfers to Assignee the entire right, title and interest in, to and under (i) the Assigned IP, together with all goodwill associated therewith, in each case to be held and enjoyed by Assignee for its own use and enjoyment as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, including the right to claim priority under the International Convention for the Protection of Industrial Property and under any other international arrangement to which the United States of America is or hereafter becomes a signatory (but not, for the avoidance of doubt, any Excluded Liability), (ii) all rights to sue, claim and recover for past, present and future infringement, misappropriation, dilution or other violation of any Assigned IP, and (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing.

3. Concurrent with the execution of this Assignment, Assignor shall transfer any and all domain names and social media accounts included in the Assigned IP from Assignor's account to Assignee's account (such that Assignee will be listed as the registrant and/or owner of such domain names and social media accounts in the applicable registrar) and shall deliver to Assignee all necessary Auth-Info codes and all other required passwords necessary to unlock and control such domain names and social media accounts.

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4. Upon the reasonable request by Assignee, Assignor shall execute all documents and take all actions as may be necessary or desirable to enable Assignee to prosecute, perfect, enforce, defend, register and/or record its right, title and interest in, to and under the Assigned IP, in each case, without further compensation but at the expense of Assignee. In the event that Assignor fails to execute any such document or take any such action as set forth in the preceding sentence, Assignor hereby designates Assignee as Assignor's agent, and hereby grants to Assignee a power of attorney with full power of substitution, which power of attorney shall be deemed coupled with an interest, for the purpose of executing such documents or taking such actions.

5. Assignor hereby authorizes and requests the officials of the United States Copyright Office and the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned IP.

6. Section 10.12 of the Purchase Agreement is hereby incorporated by reference into this Agreement and shall apply as if fully set forth herein *mutatis mutandis*.

7. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. No waiver, modification or change of any provision of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

8. This Assignment may be executed in counterparts in electronic form or by hand, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

# [SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

### AS ASSIGNOR:

# INTERGALACTIC THERAPEUTICS, INC.

Bv:

Name: Charles Allen

Title: President

STATE OF Massachuse (t) COUNTY OF Milalese X) ss

On the day of March, 2024, before me personally came Charles Allen, who is personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and did depose and say to me that he or she executed the same in his or her capacity as President of Intergalactic Therapeutics, Inc., the entity described in and which executed the foregoing instrument, and that he or she executed and delivered said instrument pursuant to authority given by the board of directors of such entity (or other applicable authority of such entity).

Notary Public

Robert E. Richards, Jr. Notary Public. Commonwealth of Massachusetts AP COMMISSION EXPIRES August 26-2027

(PLACE STAMP AND SEAL ABOVE)

[Signature Page to Intellectual Property Assignment Agreement]

PATENT REEL: 067146 FRAME: 0746 IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

### **AS ASSIGNEE:**

### ALDEVRON, LLC

By:

Name: Jennifer Meade

Title: President

# STATE OF North Dakotay COUNTY OF Cassor ) ss

On the  $\underline{010}$  day of March 2024, before me personally came  $\underline{Meade}$ , who is personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and did depose and say to me that he or she executed the same in his or her capacity as of  $\underline{MWM14, 2024}$ , the entity described in and which executed the foregoing instrument, and that he or she executed and delivered said instrument pursuant to authority given by the board of directors of such entity (or other applicable authority of such entity).

Notary Public

TANYA L ABRAHAM Notary Public State of North Dakota My Commission Expires June 14, 2026

(PLACE STAMP AND SEAL ABOVE)

[Signature Page to Intellectual Property Assignment Agreement]

Family No MLB Reference	Family Title	Title / Family Description	Country	Application No. (Filing Date)		(Action)
	Synthetic C <sup>3</sup> DNA 1	SYNTHETIC DNA VECTORS AND METHODS OF USE	U.S. Provisional	62/643,336 (3/15/2018)		Expired provisional
5002 (IGT-002)			U.S. Provisional	62/749,369 (10/23/2018)		* Expired provisional
		Directed to synthetic closed covalent circular DNA (C <sup>3</sup> DNA), methods of producing	PCT/International	PCT/US19/22511 (3/15/2019)	5	Published / closed
	(	synthetic C <sup>3</sup> DNA, and methods of using C <sup>3</sup> DNA for treatment of diseases. Includes	U.S.	16/980,914 (9/15/2020)		Pending
		disclosures directed to C <sup>3</sup> DNA encoding ABCA4 and other ocular genes for treatment	Australia	2019233901 (3/15/2019)		Pending
		of retinal dystrophies, such as Stargardt disease.	Canada	3092088 (3/15/2019)		Pending
			China	201980019118.X		Abandoned
			China (Div)	202311184118.4 (3/15/2019)		Pending
			Europe	19766752.0 (3/15/2019)		Pending
			Hong Kong (from EP)	62021033338.6 (6/18/2021)		Pending
			Israel	276923 (3/15/2019)		Pending
			India	202017037925 (3/15/2019)		Pending
			Japan	2020545324 (3/15/2019)		Abandoned
			Japan (Div)	2023-222352 (3/15/2019)		Pending
			Korea	1020207028218 (3/15/2019)		Pending
			Mexico	MX/a/2020/00579 (3/15/2019)		Pending
2	Synthetic C <sup>3</sup> DNA 2	SYNTHETIC DNA VECTORS AND	U.S. Provisional	62/902,084 (9/18/2019)		Expired provisional
5003 (IGT-003)			PCT/International	PCT/US20/51507 (9/18/2020)		Published / closed
		Includes and expands the subject matter of Family 1 (synthetic C <sup>3</sup> DNA) to include other	U.S.	17/365,805 (7/1/2021)		Abandoned
		disease indications such as oncology. Claims broadly issued in US for synthetic C <sup>3</sup> DNA	U.S.	17/365,808 (7/1/2021)	11,324,839	Granted
		lacking an origin of replication, drug resistance gette, and recombination site.	U.S.	17/365,846 (7/1/2021)	11,766,490	Granted
			U.S.	17/675,899 (2/18/2022)	11,602,569	Granted
			U.S.	18/057,032	11,684,680	Granted

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88199.3		Ocular		Peptides for gene delivery	C <sup>3</sup> DNA	Bacterially produced	C <sup>3</sup> DNA	Cell-free production of														Family Title
		OCULAR DELIVERY OF THERAPEUTIC	Directed to peptides and nanoparticles that can unprove callular uptake of non-vira. vectors, such as C <sup>3</sup> DNA.	POLYPEPTIDES AND METHODS OF USE	Directed to methods of producing C <sup>3</sup> DNA in bacterial cells, engineered cells for producing C <sup>3</sup> DNA, and bacterially produced C <sup>3</sup> DNA compositions.	BACTERIALLY PRODUCED C3DNA	Directed to methods of producing synthetic C <sup>3</sup> DNA in a cell-free system using restriction endonuclease digestion	SYNTHETIC PRODUCTION OF CIRCULAR														Title / Family Description
	U.S. Provisional	U.S. Provisional	PCT/ International	Provisional / U.S.	PCT/International	U.S. Provisional	PC	U.S. Provisional	Mexico	Korea	Japan	India	Israel	Taiwan	China	Canada	Australia	United Kingdom	Europe	'U.S.		Country
	63/167,296	63/163,350 (3/19/2021)	PCT/US2023/065763 (4/14/2023)	63/331,452 (4/15/2022)	PCT/US22/82078 (12/23/21)	63/291,871 (12/23/21)	PCT/US22/77108 (9/27/22)	63/248,801 (9/27/2021)	MX/a/2022/003291 (9/18/2020)	<sup>*</sup> 10-2022-7012373 (9/18/2020)	2022-517337 9/18/2020)	202217022159 (9/18/2020)	291437	109132490 (9/18/2020)	202080080113:0 (9/18/2020)	3151464 (9/18/2020)	2020351204 (9/18/2020)	2204355.8 (9/18/2020)	20866548.9 (9/18/2020)	18/308,457 (4/27/2023)	(Hung Date)	Application No. Patent No.
	EXI	Exp	Put	Exp	uc Tu	Exp		Exp	Pen	Pen	Pen	Pen	Pen	Pen	Pen	Pen	Pen	Pen	Pen	Pen	(Acr	
	Expired provisional	Expired provisional	Published	Expired provisional	Published	Expired provisional	Published	Expired provisional	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	(tron	Status

INTERGALACTIC THERAPEUTICS PATENT SCHEDULE (March 14, 2024) CONFIDENTIAL

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5006 (1681/0211288199.3	cons	8 Ocul		7 Front 5012 (IGT-012) elect																			MLB Reference
1 <u>,3</u>	constructs	Þ	vectors to the front of the eye using electrotransfer. Specific embodiments include delivery of C <sup>3</sup> DNA to the front of the eye for treatment of Fuchs' dystrophy.	Front-of-the- eye THE EYE electrotransfer Directed to methods of delivering non-viral															such as Stargardt disease. Also included are electrodes desired for ocular electrotransfer.	C <sup>3</sup> DNA encoding genes such as ABCA4 to the retina for treatment of retinal dystrophies,	vectors to the eye using electrotransfer. Specific embodiments include delivery of	Directed to methods of delivering non-viral	
U.S. Provisional		U.S. Provisional	Je PCT/International	U.S. Provisional	Mexico	Korea	Japan	India	Israel	Europe	Thina	Canada	Australia	U.S.	U.S.	U.S.	PCT/International	U.S. Provisional	U.S. Provisional	U.S. Provisional	T		
03/400,333	(11112022)	63/359,125	PCT/US2024/015101 (2/9/2024)	63/444,740 (2/10/2023)	MX/a/2023/010899 (3/21/2022)	10-2023-7035697 (3/21/2022)	2023-557754 (3/21/2022)	202317071092 (3/21/2022)	306009 (3/21/2022)	22772345.9 (3/21/2022)	202280035586.8 (3/21/2022)	3,212,469 (3/21/2022)	2022238492 /3/21/2022)	18/491,140 (10/20/2023)	18/100,891 (1/19/23)	17/721063	PCT/US22/24209 (3/24/2022)	63/316,699 (3/4/22)	63/293,297 (12/23/21)	63/167,437 (3/29/2021)	63/167,463 (3/29/21)	(3/29/21)	(Filing Date)
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	Expired providenced	Expired provisional	PCT Pending	Expired provisional	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Abandoned	Abandoned	Published / closed	Expired provisional	Expired provisional	Expired provisional	Expired provisional		(Action)

# INTERGALACTIC THERAPEUTICS PATENT SCHEDULE (March 14, 2024) CONFIDENTIAL

	13 5014 (IGT-014)						5009 (IGT-009)	12		5008 (IGT-008)		5011 (IGT-011)	10		5007 (IGT-007)	9					Family No. P MLB Reference
	bacC3DNA Family 2 provisional						electrotransfer	Oncology vectors and		DNA constructs	Reeniration	electrotransfer	Devices for respiratory		electrotransfer	Respiratory C <sup>3</sup> DNA and					Family Title
Developments for bacterially-produced C <sup>3</sup> DNA including minimal origin of replication and	GENE THERAPY VECTORS AND METHODS OF PRODUCTION AND USE THEREOF					cancer agents.	Directed to vector compositions encoding anti-	NUCLEIC ACID VECTORS AND METHODS	regulatory sequences that improve expression in airway cells.	Directed to vector compositions containing	RESPIRATORY DNA CONSTRUCTS	Directed to electrode devices for electrotransfer of non-viral vectors to hollow fiscules such as airway	DEVICES AND METHODS FOR HOLLOW TISSUE ELECTROTRANSFER	vectors to airway tissue cells using electrotransfer.	Directed to methods of delivering non-viral	RESPIRATORY DELIVERY OF THERAPEUTIC AGENTS			in retinal cells.	Directed to vector compositions containing	Title / Family Description
	U.S. provisional	U.S.	Japan	Europe	China	PCT/International	U.S. Provisional	U.S. Provisional	PCT/International	C.C.	U.S. Provisional	PCT/Internation	U.S. Provisional	PCT/International	U.S. Provisional	visional	rnational	U.S. Provisional (BEST1)	PCT/International		Country
	63/509,458 (6/21/2023)	18/278,235 (8/22/2023)	2023-551099 (2/23/2022)	22760356.0 (2/23/2022)	2022800303312 (2/23/2022)	PCT/US22/17575 (2/23/2022)	63/152,540 (2/23/2021)	63/152,575 (2/23/2021)	PCT/US23/70108 (7/13/2023)	(7/13/2022)	3/388.880	(1223)2022)	67/203.365 (12/23/2021)	PCTAUS22/78165	63/388,794 (7#3/2022)	63/256,416 (10/15/2021)	PCT/US23/74444 (9/18/2023)	63/408,356 (9/20/2022)	PC1/US23/69748 (7/7/2023)	(9/20/22)	Application No (Filling Date)
															4						Pateni No.
	Pending	Pending	Pending	Pending	Pending	Published / closed	Expired provisional	Expired provisional	PCT pending		Expired provisional	PCT Pending	Expired provisional	PCT Pending	Expired provisional	Expired provisional	PCT Pending	Expired provisional			Status (Action)

INTERGALACTIC THERAPEUTICS PATENT SCHEDULE (March 14, 2024) CONFIDENTIAL

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