

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI183969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
Adimab, LLC			02/25/2020
RECEIVING PARTY DATA			
Company Name:	Dragonfly Therapeutics, Inc.		
Street Address:	35 Gatehouse Drive		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Application Number:	18501413		
Application Number:	18501419		
Application Number:	18501427		
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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:	6175701000		
Email:	lsolis@goodwinlaw.com		
Correspondent Name:	Lisa Solis		
Address Line 1:	GOODWIN PROCTER LLP		
Address Line 2:	100 Northern Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	DFY-048D1 D2 D3		
NAME OF SUBMITTER:	Lisa Solis		
SIGNATURE:	Lisa Solis		
DATE SIGNED:	04/23/2024		
Total Attachments: 8			
source=DFY-048 Assignment - Adimab to Dragonfly#page1.tif			
source=DFY-048 Assignment - Adimab to Dragonfly#page2.tif			
source=DFY-048 Assignment - Adimab to Dragonfly#page3.tif			

source=DFY-048 Assignment - Adimab to Dragonfly#page4.tif
source=DFY-048 Assignment - Adimab to Dragonfly#page5.tif
source=DFY-048 Assignment - Adimab to Dragonfly#page6.tif
source=DFY-048 Assignment - Adimab to Dragonfly#page7.tif
source=DFY-048 Assignment - Adimab to Dragonfly#page8.tif

ASSIGNMENT/CONFIRMATION OF ASSIGNMENT OF PATENT RIGHTS

This Confirmatory Assignment, dated February 25, 2020 (the "Effective Date") is made by and between Adimab, LLC, a Delaware limited liability company having an address at 7 Lucent Drive, Lebanon, NH 03766, U.S.A. ("Assignor"), and Dragonfly Therapeutics, Inc., a corporation organized and existing under the laws of Delaware having business offices at 35 Gatehouse Drive, Waltham, MA 02451, U.S.A. ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Second Amended and Restated Collaboration Agreement, dated October 25, 2018, amending and restating the First Amended and Restated Collaboration Agreement dated April 27, 2018, which in turn amended and restated the Collaboration Agreement dated June 6, 2016, as amended on May 19, 2017; October 5, 2017; and February 6, 2018 (the "Agreement");

WHEREAS, prior to the transfer memorialized pursuant to this Confirmatory Assignment, Assignor was in possession of all right, title and interest in, to and under the patents and patent applications listed on Schedule A attached hereto together with the invention(s) described therein (the "Invention") and any application(s), and their continuation(s), continuation(s)-in-part, divisional(s), reissue(s), reexamination(s), extension(s), and substitution(s) thereof and Letter(s) Patent issuing thereon (collectively, the "Patent Rights"); and

WHEREAS, pursuant to the Agreement and the Option Exercise Notice dated February 13, 2018, Assignor has transferred all of its right, title and interest in, to and under the Patent Rights and the Invention to Assignee;

NOW THEREFORE, for valuable consideration of US \$1.00, the receipt, adequacy and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree:

Assignor, has sold, assigned, transferred and set over unto the said Assignee, its successors, legal representatives and assigns, and, solely to the extent that Assignor holds any of the rights, title, and/or interest in, to, and under the Patent Rights or the Invention or as otherwise specified in this paragraph, Assignor does hereby sell, assign, transfer, and set over unto the said Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in, to and under the said Invention, and the said Patent Rights and all applications claiming priority thereto under 35 U.S.C. § 119(e) and all divisions, renewals and continuations thereof, and all patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may be filed for said Invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said Patent Rights under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said Invention in any country or countries

ACTIVE/100579503.2

Assignment / Confirmation of Assignment
of Patent Rights
Page 2 of 5

foreign to the United States and all extensions, renewals and reissues thereof; and all right to sue for infringement including past infringement and including all rights to exclude others from practicing the claimed inventions, and all rights to seek any and all remedies in law or equity, including damages and injunctive relief, for past, present, and future infringement.

Assignor hereby authorizes and requests the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Confirmatory Assignment.

Assignor hereby covenants and agrees that Assignor has not executed, and will not execute, any agreement in conflict herewith.

Assignor hereby further covenants and agrees that Assignor will communicate to the Assignee, its successors, legal representatives and assigns, any facts known to Assignor respecting said Invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Invention in all countries, but at its or their expense.

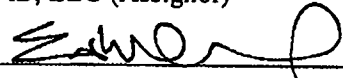
And, Assignor hereby authorizes the Assignee to record ownership of the Patent application and any patents issued thereon directly in Assignee's own name in any jurisdiction, municipality or agency in which recordation is required.

IN WITNESS WHEREOF, each of Assignor's and Assignee's authorized representatives has duly executed this Agreement as of the Effective Date.

[Signature Page Follows]

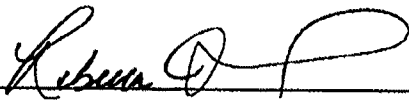
Assignment / Confirmation of Assignment
of Patent Rights
Page 3 of 5

ADIMAB, LLC (Assignor)

By: 
Print Name: ERIC KRAULAND
Title: CHIEF SCIENTIFIC OFFICER
Date: FEB. 24th 2020

Witness:

2/24/2020
Date


Rebecca Hammond

DRAGONFLY THERAPEUTICS, INC. (Assignee)

By: _____
Print Name: _____
Title: _____
Date: _____

Witness:

Date

ASSIGNMENT/CONFIRMATION OF ASSIGNMENT OF PATENT RIGHTS

This Confirmatory Assignment, dated February 25, 2020 (the "Effective Date") is made by and between Adimab, LLC, a Delaware limited liability company having an address at 7 Lucent Drive, Lebanon, NH 03766, U.S.A. ("Assignor"), and Dragonfly Therapeutics, Inc., a corporation organized and existing under the laws of Delaware having business offices at 33 Gatehouse Drive, Waltham, MA 02451, U.S.A. ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Second Amended and Restated Collaboration Agreement, dated October 25, 2018, amending and restating the First Amended and Restated Collaboration Agreement dated April 27, 2018, which in turn amended and restated the Collaboration Agreement dated June 6, 2016, as amended on May 19, 2017; October 5, 2017; and February 6, 2018 (the "Agreement");

WHEREAS, prior to the transfer memorialized pursuant to this Confirmatory Assignment, Assignor was in possession of all right, title and interest in, to and under the patents and patent applications listed on Schedule A attached hereto together with the invention(s) described therein (the "Invention"); and any application(s), and their continuation(s), continuation(s)-in-part, divisional(s), reissue(s), reexamination(s), extension(s), and substitution(s) thereof and Letter(s) Patent issuing thereon (collectively, the "Patent Rights"); and

WHEREAS, pursuant to the Agreement and the Option Exercise Notice dated February 13, 2018, Assignor has transferred all of its right, title and interest in, to and under the Patent Rights and the Invention to Assignee;

NOW THEREFORE, for valuable consideration of US \$1.00, the receipt, adequacy and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree:

Assignor, has sold, assigned, transferred and set over unto the said Assignee, its successors, legal representatives and assigns, and, solely to the extent that Assignor holds any of the rights, title, and/or interest in, to, and under the Patent Rights or the Invention or as otherwise specified in this paragraph, Assignor does hereby sell, assign, transfer, and set over unto the said Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in, to and under the said Invention, and the said Patent Rights and all applications claiming priority thereto under 35 U.S.C. § 119(e) and all divisions, renewals and continuations thereof, and all patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may be filed for said Invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said Patent Rights under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said Invention in any country or countries

ACTIVE/100579503.2

Assignment / Confirmation of Assignment
of Patent Rights
Page 2 of 5

foreign to the United States and all extensions, renewals and reissues thereof; and all right to sue for infringement including past infringement and including all rights to exclude others from practicing the claimed inventions, and all rights to seek any and all remedies in law or equity, including damages and injunctive relief, for past, present, and future infringement.

Assignor hereby authorizes and requests the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Confirmatory Assignment.

Assignor hereby covenants and agrees that Assignor has not executed, and will not execute, any agreement in conflict herewith.

Assignor hereby further covenants and agrees that Assignor will communicate to the Assignee, its successors, legal representatives and assigns, any facts known to Assignor respecting said Invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Invention in all countries, but at its or their expense.

And, Assignor hereby authorizes the Assignee to record ownership of the Patent application and any patents issued thereon directly in Assignee's own name in any jurisdiction, municipality or agency in which recordation is required.

IN WITNESS WHEREOF, each of Assignor's and Assignee's authorized representatives has duly executed this Agreement as of the Effective Date.

[Signature Page Follows]

Assignment / Confirmation of Assignment
of Patent Rights
Page 3 of 5

ADIMAB, LLC (Assignor)

By: [Signature]

Print Name: ERIC KRAWLAND

Title: CHIEF SCIENTIFIC OFFICER

Date: FEB. 24th 2020

Witness:

Date

DRAGONFLY THERAPEUTICS, INC. (Assignee)

By: [Signature]

Print Name: GARY MARKEL

Title: CFO

Date: 2/25/2020

Witness:

Feb. 25, 2020
Date

[Signature]

Assignment / Confirmation of Assignment
of Patent Rights
Page 4 of 5

SCHEDULE A

<u>DOCKET NO.</u>	<u>TITLE</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
DFY-048WO	ANTIBODY VARIABLE DOMAINS TARGETING THE NKG2D RECEPTOR	PCT/US19/17330	February 8, 2018

ACTIVE/100579503.2

Assignment / Confirmation of Assignment
of Patent Rights
Page 5 of 5

<u>DOCKET NO.</u>	<u>TITLE</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>

ACTIVE/100579503.2

5