508685567 08/02/2024

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI403210

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Erum Biotechnologies, Inc.	07/19/2024

### **RECEIVING PARTY DATA**

Company Name:	Janssen Pharmaceutica NV	
Street Address:	Turnhoutseweg 30	
City:	Beerse	
State/Country:	BELGIUM	
Postal Code:	B-2340	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Patent Number:	8314051	

### **CORRESPONDENCE DATA**

### Fax Number:

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: 7032451395

Email: mailroom@bskb.com,cwillis@bskb.com

**Correspondent Name:** Ms. Christel Willis Address Line 1: 2600 Park Tower Drive

Address Line 2: **STE 600** 

Address Line 4: Vienna, VIRGINIA 22180

ATTORNEY DOCKET NUMBER:	7324-0101M
NAME OF SUBMITTER:	Christel Willis
SIGNATURE:	Christel Willis
DATE SIGNED:	08/02/2024

# **Total Attachments: 3**

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# CONFIRMATORY PATENT ASSIGNMENT ("CONFIRMATORY ASSIGNMENT")

#### **PARTIES:**

- (1) **Erum Biotechnologies Inc.**, incorporated and registered in Korea, whose registered office is at 3-906 Innoplex, Woncheon-Dong 554, Suwon-Si, Yeongtong-Gu, Gyeonggi-Do, Korea 16675 ("ASSIGNOR").
- (2) **Janssen Pharmaceutica NV**, incorporated and registered in Belgium, whose registered office is at Turnhoutseweg 30, Beerse, B-2340, Belgium ("ASSIGNEE"); and

### **BACKGROUND:**

- A. The Parties have executed a Patent Assignment Agreement with effective date of 1 January 2023 related to 1-MCP (1-methylcyclopropene).
- B. The ASSIGNOR is the applicant/proprietor (as the case may be) in respect of the patent applications and granted patents set out in Exhibit 1 (the "PATENTS").
- C. The parties have agreed that all rights, title to and interest in the PATENTS in all countries should be assigned to the ASSIGNEE.

#### **AGREED TERMS:**

### 1. ASSIGNMENT

- 1.1 As agreed under the Patent Assignment Agreement, the ASSIGNOR hereby assigns to the ASSIGNEE absolutely and the ASSIGNEE hereby accepts:
  - (a) all of the ASSIGNOR's right and title to and interest in the PATENTS (and any inventions claimed by or disclosed in the PATENTS), including, without limitation:
    - in respect of each invention claimed by or disclosed in the PATENTS, the right to file patent applications, claim priority from such applications, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
    - (ii) in respect of each application included in the PATENTS:
      - (aa) the right to claim priority from such application;
      - (bb) the right to prosecute and obtain grant of patent; and
      - (cc) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
    - (iii) all the rights, powers, privileges and immunities conferred on the proprietor thereof by the grant of the PATENTS and the right to apply to each of the national patent offices of the designated countries covered by any PATENTS granted under the European Patent Convention to be registered as proprietor in that country;
    - (iv) the right to extend to, or register in or in respect of, any country or territory in the world each and any of the PATENTS, and each and any of the applications included in the PATENTS and/or filed as per clause 1.1(a)(i), and to extend to, or register in or in respect of, any country or territory in the world any patent or like protection granted in respect of any of such applications;
    - (v) the absolute entitlement to any patents granted pursuant to any of the applications included in the PATENTS and/or referred to above (including, without limitation, any divisionals, continuations, reissues and extensions in relation to any thereof); and
    - (vi) supplementary protection certificates (right to apply for and existing SPCs); and
  - (b) the right to bring, make, oppose or defend any appeal proceedings, claims or actions (and, where applicable, obtain relief (and to retain any damages recovered)) in respect of any infringement, or any other cause of action arising from ownership of any of the PATENTS (or any patents granted pursuant to any of the applications included in the PATENTS and/or referred to above, or of the rights conferred by publication of any of the same), whether occurring/arising before, on or after the date of this CONFIRMATORY ASSIGNMENT.

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#### 2. FURTHER ASSURANCE

- 2.1 The ASSIGNOR shall at its expense and at the request of the ASSIGNEE at any time:
  - (a) do all acts and execute and swear all documents that are reasonably necessary or desirable to vest absolute legal and beneficial ownership of the rights, interests and other matters assigned or purported to be assigned pursuant to clause 1 of this CONFIRMATORY ASSIGNMENT (the "RIGHTS") in the ASSIGNEE (or its nominees), to perfect the ASSIGNEE's (or its nominees') title to the RIGHTS anywhere in the world or otherwise give the ASSIGNEE the full benefit of this ASSIGNMENT (including, without limitation, doing all acts which may be necessary or desirable to record the PATENTS in the name of the ASSIGNEE in all relevant jurisdictions); and
  - (b) give to the ASSIGNEE (or its nominees) such reasonable assistance as the ASSIGNEE (or its nominees) may request in evidencing the ASSIGNEE's (or its nominee's) title to the RIGHTS anywhere in the world.
- 2.2 This CONFIRMATORY ASSIGNMENT may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

This ASSIGNMENT has been executed on behalf of the ASSIGNOR and ASSIGNEE and takes effect as of the date of last signature by the parties.

EXECUTED on behalf of the ASSIGNOR:	EXECUTED on behalf of the ASSIGNEE:
Signature:	Signature:
Name: Jinwoole Chung	Name: FRANK DAELEMANS
Job Title: CEO, President	Job Title: VICE - PRESIDENT
Date: July 19, 2024	Date: July 29, 2024
At: 3-906 Throplex, Wondhoon-dong	At: TURN HOUTSEWEG- 30,
HY, Sumor-si, Yeongtong-gu,	2340 BEERSE, BELGIUM
Gegeonzgi-do, Kovea, 1669t	
경기도 수원시 영통 원천동 554 이노플렉스 3등 995호 (주)이뭄바이오테크놀러지	
대표이사 정 진 육	

# **Exhibit 1: the PATENTS**

"Patents B" - patent family WO-2010/035947				
Country	Filing Number	Filing Date	Grant Date	Grant Number
Argentina	20090103684	24 Sep 2009	30 Jan 2018	AR074652
Brazil	PI09180478	20 Jul 2009	24 Jan 2023	PI09180478
Chile	2009-1785	28 Aug 2009	28 Mar 2018	55860
Israel	211564	20 Jul 2009	30 Dec 2016	211564
Mexico	328009	20 Jul 2009	18 Feb 2015	328009
New Zealand	591916	20 Jul 2009	05 Nov 2012	591916
South Africa	2011-001392	20 Jul 2009	26 Oct 2011	2011-001392
USA	12/553640	03 Sep 2009	20 Nov 2012	8314051

"Patents C" - patent family WO-2012/134088				
Country	Filing Number	Filing Date	Grant Date	Grant Number
Australia	2012237125	20 Mar 2012	21 Apr 2016	2012237125
Austria	12763166.1	20 Mar 2012	20 Mar 2019	2692716
Belgium	12763166.1	20 Mar 2012	20 Mar 2019	2692716
Brazil	112013024934-0	20 Mar 2012	14 Jan 2020	112013024934-0
Canada	2831794	20 Mar 2012	28 Apr 2015	2831794
Chile	201302764	20 Mar 2012	01 Jun 2017	54375
France	12763166.1	20 Mar 2012	20 Mar 2019	2692716
Germany	12763166.1	20 Mar 2012	20 Mar 2019	602012058037.2
Greece	12763166.1	20 Mar 2012	20 Mar 2019	2692716
Hungary	12763166.1	20 Mar 2012	20 Mar 2019	E044891
Israel	228488	20 Mar 2012	30 Dec 2016	228488
Italy	12763166.1	20 Mar 2012	20 Mar 2019	502019000031850
Japan	2014-502449	20 Mar 2012	23 Oct 2015	5827394
Mexico	MX/A/2013/011118	20 Mar 2012	13 Apr 2018	355291
Netherlands	12763166.1	20 Mar 2012	20 Mar 2019	2692716
New Zealand	615620	20 Mar 2012	06 Jan 2016	615620
Poland	12763166.1	20 Mar 2012	20 Mar 2019	2692716
Portugal	12763166.1	20 Mar 2012	20 Mar 2019	2692716
South Africa	2013/07464	20 Mar 2012	28 Jan 2015	2013/07464
Spain	12763166.1	20 Mar 2012	20 Mar 2019	2692716
Turkey	12763166.1	20 Mar 2012	20 Mar 2019	2019-GE-206974
United Kingdom	12763166.1	20 Mar 2012	20 Mar 2019	2692716
USA	14/007951	20 Mar 2012	03 Jul 2018	10010849

PATENT

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**RECORDED: 08/02/2024**