

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI475498

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	4
CONVEYING PARTY DATA	
Name	Execution Date
KARBio, LLC	07/19/2023
RECEIVING PARTY DATA	
Company Name:	Pioneering Medicine VII, Inc.
Street Address:	55 Cambridge Parkway
Internal Address:	Suite 800E
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02142
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	18356891
CORRESPONDENCE DATA	
Fax Number:	6178681115
<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:	(617)868-1888
Email:	tammy.beckwith72@gmail.com,patents@flagship pioneering.com
Correspondent Name:	Flagship Pioneering, Inc.
Address Line 1:	55 Cambridge Parkway
Address Line 2:	Suite 800E
Address Line 4:	Cambridge, MASSACHUSETTS 02142
ATTORNEY DOCKET NUMBER:	FLAGSHIP027-T1
NAME OF SUBMITTER:	Tammy Beckwith
SIGNATURE:	Tammy Beckwith
DATE SIGNED:	09/10/2024
Total Attachments: 6	
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PATENT

REEL: 068537 FRAME: 0329

ASSIGNMENT AGREEMENT

This Assignment Agreement (“Agreement”) is entered into as of July 21, 2023 (the “Effective Date”), by and between **KARBio, LLC**, a California corporation having a place of business at 1634 Alabama Street, San Francisco, CA 94110, its successors and assigns (collectively referred to herein as “Company”), and **PIONEERING MEDICINE VII, INC.**, a Delaware corporation with its principal office at 55 Cambridge Parkway, Suite 800E, Cambridge, Massachusetts 02142, its successors and assigns (collectively referred to herein as “Medicines”).

WHEREAS, Company owns certain Company Patent Rights (as defined below); and

WHEREAS, Medicines and Company wish to have Company assign the Company Patent Rights to Medicines,

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Medicines and Company agree as follows:

1. **Definitions**

1.1. “Company Patent Rights” means any and all patent rights owned by Company to (i) any and all inventions disclosed in the patents and patent applications listed in Exhibit A, and (ii) all continuing, divisional, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any and all inventions disclosed in the patents and patent applications listed in Exhibit A; and in and to (iii) all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said any and all inventions including the right to apply for patent rights in the United States and each foreign country, and (iv) all rights to claim priority therefrom; and further including (v) all rights to all causes of action in law or equity relating thereto, and (vi) all rights to sue, counterclaim, claim and recover damages, restitution, injunctive, and other legal or equitable relief for past, present or future infringement, misuse, misappropriation, violation, dilution or default of the rights assigned.

1.2. “Party” means Company or Medicines individually, and when used in the plural, means Company and Medicines collectively.

2. **Assignment of Company Patent Rights.**

2.1. Upon the Effective Date, Company hereby assigns to Medicines the entire right, title and interest for the United States and all foreign countries, in, to and under any and all inventions disclosed in the patents and patent applications in the Company Patent Rights, and the right to all causes of action in law or equity relating thereto, including the right to sue for past, present or future infringement of the Company Patent Rights. Such assignment shall be effective upon the Effective Date.

- 2.2. Company shall execute for the benefit of Medicines any assignment document which is necessary for submission to patent offices in any country to evidence the assignment of to Medicines.
- 2.3. When requested, Company agrees to carry out in good faith the intent and purpose of this Assignment Agreement, by executing any further documents required by Medicines to effect, secure and enforce the rights granted to Medicines under this Assignment Agreement for all Company Patent Rights, and generally by doing everything reasonably possible which Medicines shall consider desirable for aiding in securing and maintaining proper patent protection for any and all inventions disclosed in the patents and patent applications in the Company Patent Rights and for vesting title to said any and all inventions and all applications for patents and all patents on said inventions, in Medicines.
- 2.4. Medicines may record this Assignment Agreement with the United States Patent and Trademark Office ("USPTO") and with comparable offices in other jurisdictions throughout the world. Company hereby authorizes and requests the Commissioner for Patents of the USPTO, and any Official of any country or countries foreign to the United States whose duty is to record documents evidencing ownership of patents and patent applications to record Medicines as owner of the patents and applications in the Company Patent Rights.
- 2.5. Company hereby authorizes and requests the Commissioner for Patents of the USPTO, and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue all letters patent related to the Company Patent Rights to Medicines, in accordance with the terms of this Assignment Agreement.
- 2.6. Company appoints, authorizes and requests the attorneys appointed in the patents or patent applications in the Company Patent Rights to hereafter amend this Assignment Agreement, as needed, by inserting the filing date and serial number of patents or patent applications in the Company Patent Rights when known.

3. **Representations, Warranties and Covenants**

3.1. Representations and Warranties

- (a) Each Party represents and warrants to the other that:
 - i. it is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation;
 - ii. it has the full right, power and authority to enter into this Assignment Agreement and to grant the rights and licenses granted by it under this Assignment Agreement; and
 - iii. this Assignment Agreement has been duly executed and delivered on behalf of it, and constitutes a legal, valid, binding obligation, enforceable against it in accordance with the terms hereof.

- (b) Company represents, warrants, and covenants that no assignment, grant, mortgage, license, or other agreement affecting the rights and property with respect to the Company Patent Rights herein conveyed has been made to others by Company and that full right to convey the same as herein expressed is possessed by Company.
4. Medicines does hereby acknowledge and accept the above assignment and transfer of all the rights, title and interest enumerated above, including but not limited to the right to priority and the right to sue for past, present or future infringement.

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be duly executed by its duly authorized representatives as of the Effective Date.

KARBio, LLC

DocuSigned by:

44F609E5006B402.....

Name: Karin Reif

Title: Owner and Principal Consultant,
KARBio, LLC

Date: 7/19/2023

PIONEERING MEDICINE VII, INC.

DocuSigned by:

9F23D2488F0E431....

Name: Paul Biondi

Title: President

Date: 9/5/2024

EXHIBIT A
COMPANY PATENT RIGHTS

Family No.	Application Serial No.	Title	Filing Date	Jurisdiction
027	18/356,891	ANTIGEN BINDING MOLECULES TARGETING THYMIC STROMAL LYMPHOPOIETIN (TSLP)	7/21/2023	US

¹

¹ I appoint, authorize and request the attorneys appointed in said application to hereafter complete this assignment by inserting in the spaces provided above the filing date and serial number of said application when known.

Certificate Of Completion

Envelope Id: 530B9C76914945C89D11BA73A519D051

Status: Completed

Subject: Signature needed on TSLP assignments

Source Envelope:

Document Pages: 14

Signatures: 6

Envelope Originator:

Certificate Pages: 4

Initials: 0

Tammy Beckwith

AutoNav: Enabled

55 Cambridge Parkway, Suite 800E

Enveloped Stamping: Enabled

Cambridge, MA 02142

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

tbeckwith@flagshippioneering.com

IP Address: 71.192.50.83

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Holder: Tammy Beckwith

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tbeckwith@flagshippioneering.com

Signer Events

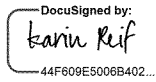
Karin Reif

karin.reif@gmail.com

Owner and Principal Consultant, KARBio LLC

Security Level: Email, Account Authentication
(None)**Signature**

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

Certificate Of Completion

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Status: Completed

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Source Envelope:

Document Pages: 16

Signatures: 3

Envelope Originator:

Certificate Pages: 4

Initials: 0

Tammy Beckwith

AutoNav: Enabled

55 Cambridge Parkway, Suite 800E

Envelope Stamping: Enabled

Cambridge, MA 02142

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

tbeckwith@flagshippioneering.com

IP Address: 156.19.78.250

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tbeckwith@flagshippioneering.com

Signer Events

Paul Biondi

pbiondi@flagshippioneering.com

Executive Partner and President, Pioneering

Medicines

Pioneering Medicines

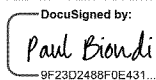
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(None)**Electronic Record and Signature Disclosure:**

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Signature

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Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**