

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI510984

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PureTech LYT, Inc.	04/08/2024
RECEIVING PARTY DATA	
Company Name:	Seaport Therapeutics, Inc.
Street Address:	6 Tide Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02210
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	16642794
Application Number:	18425761
Application Number:	18509731
Application Number:	62551627
Application Number:	62714029
PCT Number:	US1848642
CORRESPONDENCE DATA	
Fax Number:	8573026843
<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:	8572873100
Email:	BostonDocket@wbd-us.com, Maureen.Tierney@wbd-us.com
Correspondent Name:	Maureen Tierney
Address Line 1:	Independence Wharf
Address Line 2:	470 Atlantic Avenue
Address Line 4:	Boston, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	GLYPH-KS US
NAME OF SUBMITTER:	Maureen Tierney
SIGNATURE:	Maureen Tierney
DATE SIGNED:	09/20/2024

Total Attachments: 18

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this “Assignment”), dated April 8, 2024, is made by and between PureTech LYT, Inc. a Delaware corporation (“Assignor”), and Seaport Therapeutics, Inc., a Delaware corporation (“Assignee”). Assignor and Assignee may be referred to in this Assignment each as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor and Assignee are parties to that certain Asset Transfer Agreement, dated as of April 8, 2024 (the “Transfer Agreement”), between Assignor and Assignee, pursuant to which, among other things, Assignor is selling, assigning, transferring and delivering to Assignee, and Assignee is purchasing from Assignor, all of the right, title, and interest in, to and under the patents, patent applications and other patent rights set forth on Schedule A attached hereto (collectively, the “Assigned Patent Rights”); and

WHEREAS, this Assignment is entered into pursuant to the Transfer Agreement.

NOW, THEREFORE, for good and valuable consideration and pursuant to the terms of the Transfer Agreement, Assignor hereby agrees as follows:

1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, and Assignee hereby accepts, purchases and assumes, all of Assignor’s right, title, and interest in and to the Assigned Patent Rights, together with all patents issuing on the Assigned Patent Rights, including (a) all national, regional and international applications for patent or other indicia of ownership of a design, industrial property, invention or discovery issued by a governmental authority, including provisional patent and utility model applications; (b) all applications claiming priority, directly or indirectly, from any of the foregoing, including divisionals, continuations, continuations-in-part, converted provisionals, continued prosecution applications and other pre-issue forms of any of the foregoing described in clause (a); (c) any and all patents or other indicia of ownership of a design, industrial property, invention or discovery issued by a governmental authority that have issued or in the future issue from any of the foregoing described in clauses (a) and (b), including utility models, petty patents, innovation patents and design patents and certificates of invention; (d) any and all extensions or restorations by existing or future extension or restoration mechanisms, including revalidations, reissues, re-examinations and extensions (including any supplementary protection certificates and the like), and other post-issue forms of any of the foregoing described in clauses (a), (b) and (c); and (e) with respect to those foreign jurisdictions where legally codified, so-called pipeline protection or any importation, revalidation, confirmation or introduction patent or registration patent or patent of additions to any of the foregoing described in clauses (a) – (d), as each of the foregoing may exist anywhere in the world, and together with all rights to sue for past, present, and future infringement or misappropriation thereof, for any relief in law or in equity, and to recover any and all damages for such infringement or misappropriation in whatever form, including but not limited to lost profits or royalties (including the right to sue for pre-issuance royalties).

2. Assignor does hereby request and authorize the Commissioner of Patents and Trademarks of the United States and all other corresponding patent offices or authorities of other jurisdictions to issue letters patent, certificates of invention, utility models, or other governmental

grants or issuances that may be granted upon any of the Assigned Patent Rights and the inventions disclosed in the Assigned Patent Rights to Assignee or Assignee's nominee, successor, or assign.

3. Assignor agrees to execute all specific assignments, oaths, declarations, deeds, or other instruments, and to do all acts necessary or proper, in each case, that are reasonably requested by Assignee: (a) to transfer to Assignee the Assigned Patent Rights and the inventions disclosed therein; and (b) to vest and confirm therein the legal title to all such patent rights. Assignee agrees to reimburse Assignor for reasonable, documented expenses associated with such assistance.

4. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, or any of the obligations and indemnifications of Assignor or Assignee set forth in the Transfer Agreement. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Transfer Agreement and shall be governed entirely in accordance with the terms and conditions of the Transfer Agreement.

5. This Assignment shall be binding on, and shall inure to the benefit of, Assignor, Assignee, and their respective successors and/or assigns, and all others acting by, through, with, or under their direction, and all those in privity therewith.

6. This Assignment may be executed in multiple counterparts and any Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. For purposes of this Assignment, facsimile signatures shall be deemed originals, and the Parties agree to exchange original signatures as promptly as possible.

7. This Assignment (and any claims or disputes arising out of or related hereto or the transactions contemplated hereby or to the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the internal laws of the State of Delaware (including in respect of the statute of limitations or other limitations period applicable to any claim, controversy or dispute) without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of Delaware.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representatives effective this 8th day of April, 2024.

ASSIGNOR:

PURETECH LYT, INC.

DocuSigned by:
Bharatt Chowrira
By: _____
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Name: Bharatt Chowrira, PhD
Title: President

ACCEPTED:

SEAPORT THERAPEUTICS, INC.

By: _____
Name: Charles Sherwood
Title: President

[Signature Page to Patent Assignment]

PATENT
REEL: 068650 FRAME: 0415

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representatives effective this 8th day of April, 2024.

ASSIGNOR:

PURETECH LYT, INC.

By: _____

Name: Bharatt Chowrira, PhD

Title: President

ACCEPTED:

SEAPORT THERAPEUTICS, INC.

Charles Sherwood

By: _____

Name: Charles Sherwood

Title: President

[Signature Page to Patent Assignment]

SCHEDULE A
ASSIGNED PATENT RIGHTS

APPL'N NO.	PATENT/ PUBL'N. NO.	FILING DATE	ISSUE DATE/ PUBL'N DATE	TITLE	COUNTRY
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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PCT/US2018/048642	WO 2019/046491	29-AUG-2018	07-MAR-2019	LYMPHATIC SYSTEM- DIRECTING LIPID PRODRUGS	PCT/US
US 62/551,627		29-AUG-2017		LYMPHATIC SYSTEM- DIRECTING LIPID PRODRUGS	US
US 62/714,029		02-AUG-2018		LYMPHATIC SYSTEM- DIRECTING LIPID PRODRUGS	US
16/642,794	US 11,883,497	27-FEB-2020	30-JAN-2024	LYMPHATIC SYSTEM- DIRECTING LIPID PRODRUGS	US
US 18/425,761		29-JAN-2024		LYMPHATIC SYSTEM- DIRECTING LIPID PRODRUGS	US
US 18/509,731		15-NOV-2023		LYMPHATIC SYSTEM- DIRECTING LIPID PRODRUGS	US
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^(a)Indicates abandoned application

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