

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI556501

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
Systems Biosciences, LLC	10/01/2024
RECEIVING PARTY DATA	
Company Name:	System Biosciences, LLC
Street Address:	2438 Embarcadero Way
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94303
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9005888
Patent Number:	9234213
Patent Number:	10202619
Patent Number:	11293018
CORRESPONDENCE DATA	
Fax Number:	8019337373
<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:	8019334029
Email:	bills.cristi@dorsey.com
Correspondent Name:	Jeremy B. Barton
Address Line 1:	111 South Main Street
Address Line 2:	Suite 2100
Address Line 4:	Salt lake city, UTAH 84111
ATTORNEY DOCKET NUMBER:	523081-00002
NAME OF SUBMITTER:	Cristi Bills
SIGNATURE:	Cristi Bills
DATE SIGNED:	10/11/2024
Total Attachments: 5	

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source=Assignment_Biosciences.CAtoBiosciences.Delaware#page4.tiff
source=Assignment_Biosciences.CAtoBiosciences.Delaware#page5.tiff

PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (this “**Assignment**”) is effective as of October 1, 2024 (“**Effective Date**”), and is between System Biosciences, LLC, a California limited liability company (“**Assignor**”), and System Biosciences, LLC, a Delaware limited liability company (“**Assignee**” and, together with Assignee, the “**Parties**”).

WHEREAS, Assignor and Assignee executed an Asset Purchase and Contribution Agreement of even date hereof (“**APA**”); and

WHEREAS, pursuant to the terms of the APA, Assignor has assigned to Assignee, and Assignee has acquired from Assignor, the patents listed in Exhibit A (the “**Patents**”).

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good, valuable, and legally sufficient consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, Assignor hereby sells, grants, transfers, conveys, assigns, and delivers to Assignee, its successors and assigns, all worldwide right, title and interest now and hereafter in force and effect that Assignor has, or may have, or hereafter acquire in and to the Patents, including the following in the United States of America and in any country or jurisdiction throughout the world:

- a. all rights to sue at law or in equity for any infringements, misappropriations or other violations of any right in the Patents;
- b. any and all applications that claim the benefit of the Patents, including provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or letters patent therefore, and foreign patent priority, to the full extent of the term or terms for which letters patents issue;
- c. any and all forms of intellectual and industrial property protection derivable from such inventions and patents or patent applications, and that are derivable from any and all continuing patents, applications, reissues, extensions, renewals and reexaminations of such patents or patent applications, including, without limitation, patents, applications, utility models, inventor’s certificates, and designs together with the right to file applications therefore;
- d. all common law rights associated with the foregoing;
- e. any and all rights, priorities, privileges provided under United States, state or foreign laws, or multinational law, compact, treaty, protocol, convention or organization with respect to the foregoing inventions, patents or patent applications; and
- f. any and all income, royalties, proceeds, damages, profits, and payments now or hereafter payable related to or arising from the foregoing;

all such rights, title and interest to be held and enjoyed by Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by Assignor had this Assignment not been made.

2. Recordation. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials at corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

3. Further Assurances. Assignor agrees to execute all papers necessary in connection with the application(s) and any provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as Assignee may deem necessary or expedient. Assignor agrees to (a) take, or cause to be taken, all actions and to do, or cause to be done, all reasonable things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Assignment, (b) execute any documents, instruments or conveyances of any kind which may be necessary or advisable to carry out any of the transactions contemplated by this Assignment and to record the assignment granted, and (c) cooperate with Assignee in connection with the foregoing.

4. Relationship to APA. This Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Patents. The representations, warranties, covenants, agreements, obligations and indemnities contained in the APA shall not be superseded by this Assignment but shall remain in full force and effect to the full extent provided in the APA and which are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

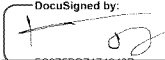
5. Survival. The covenants and agreements set forth herein shall survive this Assignment, and all of the terms, conditions, and acknowledgments set forth herein shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, personal representatives, successors and assigns.

6. Counterparts; Amendment. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. This Assignment may not be amended or modified except with the written consent of each party hereto and any provisions of this Assignment may be waived only upon the written consent of the party entitled to performance of such provision.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have delivered this Assignment through its duly authorized officers as of the Effective Date.

SYSTEM BIOSCIENCES, LLC,
a California limited liability company

By: 
Name: Kenneth Fong
Title: Manager
Date: _____

SYSTEM BIOSCIENCES, LLC,
a Delaware limited liability company

By: _____
Name: Mike Drury
Title: Chief Executive Officer
Date: _____

IN WITNESS WHEREOF, the parties hereto have delivered this Assignment through its duly authorized officers as of the Effective Date.

**SYSTEM BIOSCIENCES, LLC,
a California limited liability company**

By: _____
Name: Kenneth Fong
Title: Manager
Date: _____

**SYSTEM BIOSCIENCES, LLC,
a Delaware limited liability company**

By: DocuSigned by:
Mike Drury
Name: Mike Drury
Title: Chief Executive Officer
Date: _____

EXHIBIT A

No.	Patent Number	Title	Application Number	Jurisdiction	Issue Date
1	9,005,888	Methods for Microvesicle isolation and selective removal	13/918,260	United States – (US)	4/14/2015
2	9,234,213	Compositions and methods directed to CRISPR/Cas genomic engineering systems	14/211,858	United States – (US)	1/12/2016
3	10,202,619	Compositions and methods directed to CRISPR/Cas genomic engineering systems	14/875,282	United States – (US)	2/12/2019
5	11,293,018	Manipulation of nuclear architecture	16/004,162	United States – (US)	4/5/2022