

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI674984

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
G1 Therapeutics, Inc.	09/18/2024
RECEIVING PARTY DATA	
Company Name:	Pharmacosmos A/S
Street Address:	Roervangsvej 30
City:	Holbaek
State/Country:	DENMARK
Postal Code:	4300
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9717735
Patent Number:	10376519
CORRESPONDENCE DATA	
Fax Number:	4046015838
<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:	6789410190
Email:	docket@kipsllc.com
Correspondent Name:	Brent R. Bellows
Address Line 1:	400 Perimeter Center Terrace
Address Line 2:	Suite 200
Address Line 4:	Atlanta, GEORGIA 30346
ATTORNEY DOCKET NUMBER:	12024-015
NAME OF SUBMITTER:	Brent Bellows
SIGNATURE:	Brent Bellows
DATE SIGNED:	12/05/2024
Total Attachments: 7	
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REEL: 069501 FRAME: 0833

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INTRA GROUP ASSIGNMENT AGREEMENT

Between **G1 THERAPEUTICS, INC.** a Delaware corporation, with its registered office at 700 Park Offices Drive, Suite 200, Research Triangle Park, NC 27709, USA,
(hereinafter referred to as "G1")

and **PHARMACOSMOS A/S**, a company incorporated under the laws of Denmark, with its registered office at Roervangsvej 30, DK-4300 Holbaek, Denmark,
(hereinafter referred to as "Pharmacosmos")

Pharmacosmos and G1 are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS

- A. On September 18, 2024, G1's outstanding common stock was acquired in its entirety through Pharmacosmos Therapeutics, Inc, a wholly owned subsidiary of Pharmacosmos, and G1 became a member of the Pharmacosmos group of companies.
- B. G1 is the owner of various intellectual property rights and other assets used in its business.
- C. Pharmacosmos, now a related party within the same group of companies as G1 is interested in having certain intellectual property rights and assets assigned and transferred from G1.
- D. The Parties wish to set forth the terms and conditions for the assignment and transfer of the intellectual property rights and other assets from G1 to Pharmacosmos.

Now, therefore, the Parties agree as follows:

1. DEFINITIONS

- 1.1 "Agreement" means this Intra Group Assignment Agreement.
- 1.2 "Assigned Rights" means the Intellectual Property Rights, the NDA(s), INDs and the Domains.
- 1.3 "Confidential Information" means all Know-how, unpublished patent applications and other non-public information and data of a financial, commercial, business, operational or technical nature proprietary to G1.
- 1.4 "Development Data" means written reports of pre-clinical studies, clinical trials or post regulatory approval studies primarily containing non-clinical, clinical, CMC or other data related to ingredients, compounds or products of G1 and supporting documentation (e.g. protocols, underlying data, format of case report forms, analysis plans for such reports).
- 1.5 "Domains" means all internet domain names associated with the business of G1.
- 1.6 "Effective Date" means the date on which the Assignment takes effect, being September 18, 2024.
- 1.7 "INDs" means any and all Investigational New Drug Applications owned by or to which G1 otherwise holds rights, activated or inactivated, including [REDACTED]

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- 1.8 "Intellectual Property Rights" means the Patent Rights, the Trade Mark Rights, and all other intellectual property rights whatsoever owned by G1, including without limitation rights to inventions, copyright and related rights, moral rights, business names, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.9 "Know-how" means any know-how, information or materials of G1, whether tangible or intangible, including discoveries, improvements, modifications, processes, methods, assays, designs, protocols (including clinical trial protocols) formulas, data, inventions, algorithms, forecasts, profiles, strategies, plans, results and trade secrets (in each case, regardless of whether patentable, copyrightable or otherwise protectable but excluding any Patent Rights). For clarity, Know-how includes Development Data and Manufacturing Know-How.
- 1.10 "Manufacture" means any activities directly to producing, manufacturing, scaling up, processing, filling, finishing, packaging, labelling, quality assurance testing and release, shipping and storage at manufacturing facilities of the components, starting materials, intermediates, drug substances, and/or drug products of G1.
- 1.11 "Manufacturing Know-How" means the information, documentation and know-how related to the Manufacture of the components, starting materials, intermediates, drug substances, and/or drug products of G1.
- 1.12 "NDA(s)" means the New Drug Application 214200 approved by the FDA on February 12, 2021 and any NDA or Marketing Authorisation or similar owned by or to which G1 otherwise holds rights.
- 1.13 "Patent Rights" means all patent rights of G1 including without limitation all issued patents and pending patent applications (including provisional applications, including all divisionals, continuations, substitutions, continuations-in-part, re-examinations, re-issues, additions, renewals, extensions, confirmations, registrations, any confirmation patent or registration patent or patent of addition based on any such patent, patent term extensions, and supplemental protection certificates or requests for continued examinations, foreign counterparts, the right to claim priority and the like of any of the foregoing.
- 1.14 "Trademarks Rights" means all trademark rights of G1 including without limitation all trademark registrations and applications and any registrations granted pursuant to such applications, and all statutory and common law rights attaching to them, together with related goodwill.

2. ASSIGNMENT

- 2.1 G1 hereby assigns to Pharmacosmos absolutely with full title guarantee all its rights, title and interest in and to the Assigned Rights and the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Assigned Rights whether occurring before, on or after the date of this Agreement ("Assignment").
- 2.2 Pharmacosmos is responsible for registering the Assignment in respect of the Assigned Rights with the relevant domain registrar and the relevant trademark, patent or regulatory authorities.
- 2.3 G1 shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement, including:
- a) registering the Assignments; and

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- b) assisting Pharmacosmos in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against Pharmacosmos against or by any third party relating to the rights assigned by this Agreement.
- 2.4 Pharmacosmos shall pay all official fees associated with registering the Assignments. Each party shall pay all costs related to any external consultants engaged by a Party in connection with completing the Assignments under this Agreement.
- 2.5 In the period after the Effective Date and prior to the registration of Pharmacosmos as the applicant for or proprietor of such rights, with regard to all pending applications and registrations included in the Intellectual Property Rights and Domains:
- a) shall not, without the prior written consent of Pharmacosmos, modify, agree to terminate or permit the lapse of any of the Assigned Rights or enter into any agreement relating to any such rights;
 - b) shall not commence, settle or agree to settle any legal proceedings relating to the Assigned Rights; and
 - c) shall, at its cost, perform all such acts and pay such fees as may be required to maintain the Assigned Rights.

3. CONSIDERATION

- 3.1 The consideration for the Assignments under this Agreement to be paid by Pharmacosmos to G1 is US dollars [REDACTED] (the "Consideration").
- 3.2 The Consideration in Section 3.1 above is based on the draft Purchase Price Allocation prepared in connection with the acquisition of G1 by Pharmacosmos Therapeutics, Inc. The Consideration shall be subject to adjustments based on the final Purchase Price Allocation between the date of this Agreement and December 31st 2024.
- 3.3 [REDACTED]

4. WARRANTIES

- 4.1 G1 warrants that:
- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
 - (b) for each application and registration under the Patent Rights, Trademark Rights and Domains, it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
 - (c) it has not assigned any of the Assigned Rights; and
 - (d) the Assigned Rights are free from any security interest, option, mortgage, charge or lien.

5. RESERVATIONS FOR TAX EFFECTS

- 5.1 In the event, that a relevant tax authority decides to amend the Consideration and no request for appeal is filed by either Party, the Consideration shall be amended in accordance with the decision of the relevant tax authority as from the day of such decision. If the decision by the relevant tax authority is appealed, the Consideration will be finally determined in accordance with the appeal decision.

6. WAIVER

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- 6.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy, shall prevent or restrict the further exercise of that or any other right or remedy.

7. ENTIRE AGREEMENT

- 7.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8. VARIATION

- 8.1 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorized representatives).

9. SEVERANCE

- 9.1 If any provision or part provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part provision of this Agreement is deemed deleted, cf. above, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieve the intended commercial result of the original provision.

10. GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1 This Agreement (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to the Agreement or its formulation ("Dispute")) shall be governed by, construed and take effect in accordance with the laws of Denmark without regard to any conflict of law principles.
- 10.2 Any Dispute shall be finally settled by arbitration arranged by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and enforced at the time when such proceedings are commenced. The place of arbitration shall be Copenhagen. The language of the arbitration shall be Danish. The award shall be final and binding upon the Parties and the Parties are obliged to make a request to the arbitrators not to include Confidential Information in an un-redacted form in the arbitration award. Each Party shall bear its own expenses for the arbitration and share equally the fees of the arbitration panel, unless such panel determines that its fees are to be paid by the non-prevailing Party.
- 10.3 The proceedings, including i.e. the fact that arbitration takes place, pleadings, witness statements, expert reports, etc. and the decision of the arbitration tribunal shall be confidential, provided that a Party is not prevented from making such disclosure as may be required by law, applicable accounting or stock exchange regulations or an order of a court of competent jurisdiction.
- 10.4 The arbitration clause in this Agreement does not prevent a Party from requesting preliminary measures (e.g. a preliminary injunction) in accordance with applicable law.

11. COUNTERPARTS AND SIGNATURES

- 11.1 This Agreement may be executed in the necessary number of counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that this Agreement and any related documents to be entered into in connection with this Agreement may be executed by electronic means, including by means of electronic signatures. The use of electronic signatures shall have the same force and effect as the use of a manual signature and shall be considered legally binding.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

The Parties:

G1 THERAPEUTICS, INC.

acting through:

Joshua B. Franklin

Name: Josh Franklin

Title: President and CEO

PHARMACOSMOS A/S

acting through:

Tobias S. Christensen

Name: Tobias S. Christensen

Title: President and CEO

INTRANOTE *signing*

Signatures in this document are legally binding.
The document is signed using IntraNote Signing.
The Signers identity has been registered and the signers are listed below

With my signature, I confirm the content and dates in this document

Tobias S. Christensen

On behalf of: 01 Pharmacosmos HQ

ID: f220d8b4-1f78-fc84-0f91-3d90da504788

Date: 2024-09-18 15:06 (UTC)

Tobias S. Christensen



Joshua B. Franklin

On behalf of: G1 Therapeutics Inc.

ID: 70fe4407-0bb2-656d-be49-61ead890bd7d

Date: 2024-09-18 14:43 (UTC)

Joshua B. Franklin

