

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT1675227

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Pharmacosmos A/S	09/18/2024
RECEIVING PARTY DATA	
Company Name:	Pharmacosmos Holding A/S
Street Address:	Roervangsvej 30
City:	Holbaek
State/Country:	DENMARK
Postal Code:	4300
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10654831
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:	12024-037
NAME OF SUBMITTER:	Brent Bellows
SIGNATURE:	Brent Bellows
DATE SIGNED:	12/05/2024
Total Attachments: 6	
source=4 PUBLISERET - Intercompany Agreement_Redacted_print#page1.tiff	
source=4 PUBLISERET - Intercompany Agreement_Redacted_print#page2.tiff	
source=4 PUBLISERET - Intercompany Agreement_Redacted_print#page3.tiff	
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PHARMACOSMOS

INTERCOMPANY AGREEMENT ON TRANSFER OF LEGAL TITLE TO INTELLECTUAL PROPERTY RIGHTS

Between **PHARMACOSMOS A/S**, a company incorporated under the laws of Denmark, with its registered office at Roervangsvej 30, DK-4300 Holbaek, Denmark, ("PC")

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

PC and PCH are hereinafter collectively referred to as "Parties" and individually as "Party".

RECITALS

WHEREAS

- A. On September 18, 2024, Pharmacosmos Therapeutics, Inc, a wholly owned subsidiary of PC, acquired in its entirety the outstanding common stock of G1 Therapeutics, Inc., a Delaware corporation ("G1") and G1 became a member of the Pharmacosmos group of companies.
- B. On September 18, 2024, PC was assigned and transferred from G1 certain intellectual property rights and assets, pursuant to the Intra Group Assignment Agreement of same date.
- C. PC is a 100% owned company of PCH. In accordance with its company purpose, PCH shall own the title to intellectual property rights of the Pharmacosmos group of companies.

Now, therefore, the Parties agree as follows:

1. TRANSFER

1.1 **Transfer of Legal Title.** Subject to the terms and conditions set forth in this Agreement, ("PC") hereby assigns and transfers to PCH as of September 18, 2024 (the "Effective Date") the full and exclusive legal title to the following Intellectual Property Rights (the "Assigned IPR"):

- (a) "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).
- (b) "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.
- (c) "Domains" means all internet domain names associated with the business of G1.
- (d) "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

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whether patentable, copyrightable or otherwise protectable but excluding any Patent Rights). For clarity, Know-how includes Development Data and Manufacturing Know-How as defined in the Intra Group Assignment Agreement of same date.

- (e) All other intellectual property rights whatsoever of 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.
- (f) Any inventions, applications, modifications, enhancements, improvements or updates of any of the above (a) – (e) which is conceived, discovered, created, generated or otherwise developed by PC, or on PC's behalf, after the Effective Date.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. WARRANTIES

2.1 PC warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned IPR;
- (b) for each application and registration under the Patent Rights, Trademark Rights and Domains, G1 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 IPR; and
- (d) the Assigned IPR are free from any security interest, option, mortgage, charge or lien.

3. REGISTRATION OF TITLE, PROSECUTION AND MAINTENANCE

3.1 PCH is responsible for registering the transfer of the legal title in respect of the Assigned IPR with the relevant domain registrar and the relevant trademark, patent or regulatory authorities.

3.2 PC 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 transfer of the legal title in the Assigned IPR; and

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- (b) assisting PCH in obtaining, defending and enforcing the Assigned IPR, and assisting with any other proceedings which may be brought by or against PCH against or by any third party relating to the rights assigned by this Agreement.
- 3.3 PCH shall pay all official fees associated with registering the transfer of the legal title to the Assigned IPR. Each party shall pay all costs related to any external consultants engaged by a Party in connection with completing the transfer and registrations under this Agreement.
- 3.4 In the period after the Effective Date and prior to the registration of PCH as the owner of the legal title to the Assigned IPR, with regard to all pending applications and registrations of Assigned IPR, PC:
 - (a) shall not, without the prior written consent of PCH, modify, agree to terminate or permit the lapse of any of the Assigned IPR or enter into any agreement relating to any such rights;
 - (c) shall not commence, settle or agree to settle any legal proceedings relating to the Assigned IPR; and
 - (d) shall, at its cost, perform all such acts and pay such fees as may be required to maintain the Assigned IPR.
- 3.5 PCH shall at the cost and expense of PC be solely responsible for the filing, prosecution and maintenance of all Assigned IPR, including the conduct of any claims or proceedings relating to them (including but not limited to any interference, reissue or re-examination or opposition or revocation proceedings). PCH shall ensure that PC be promptly informed of all filings made in the above prosecution and maintenance matters. PC agrees to cooperate with PCH in the filing for applications, and to do all such acts, provide and sign all documents or copies thereof which may be reasonably necessary or desirable for the filing of any application or any other document in any of the above matters.
- 3.6 If PCH contemplates to discontinue the maintenance of any patent registration or trademark registration forming part of the Assigned IPR, PCH shall obtain PC's consent prior to effecting such decision.

4. CONSIDERATION

- 4.1 The consideration for the transfer of the legal title to the Assigned IPR under this Agreement to be paid by PCH to PC is US dollars 1 (the "Consideration"). The parties agree that this corresponds to the fair market value of the legal title.

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. ASSIGNABILITY

- 6.1 This Agreement and the rights and obligations hereunder are not transferable or assignable by PC without the prior written consent of PCH.
- 6.2 PCH shall be entitled to assign any of its rights and/or obligations under this Agreement without PC's prior consent.

7. WAIVER

- 7.1 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

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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.

8. ENTIRE AGREEMENT

8.1 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 the transfer of the legal title of the Assigned IPR and the matters under this Agreement.

8.2 The Parties explicitly agree that in respect to the Intercompany IPR Assignment and License Agreement dated 27 April 2021 shall not apply to the Assigned IPR.

9. VARIATION

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

10. SEVERANCE

10.1 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.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 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.

11.2 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.

11.3 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.

11.4 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.

12. COUNTERPARTS AND SIGNATURES

12.1 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:

Pharmacosmos Holding A/S

acting through:

2024-09-18

Tobias S. Christensen

Tobias S. Christensen

Title: CEO

PHARMACOSMOS A/S

acting through:

2024-09-18

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: b0e239fc-36d5-8f7e-0141-caf7492907e0

Date: 2024-09-18 15:11 (UTC)



Tobias S. Christensen