

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI711232

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Alba Therapeutics Corporation	12/19/2024
RECEIVING PARTY DATA	
Company Name:	Interlude Biopharma Co
Street Address:	1450 Brickell Ave, STE 2170
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	9265811
Patent Number:	9241969
Patent Number:	8299017
Patent Number:	8796203
Patent Number:	9279807
Patent Number:	10723763
Patent Number:	8785374
Patent Number:	8957032
Patent Number:	11149063
Patent Number:	9051349
CORRESPONDENCE DATA	
Fax Number:	2123553333
<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:	2128138800
Email:	SAlliRampersad@goodwinlaw.com
Correspondent Name:	Shaleena Alli-Rampersad
Address Line 1:	Goodwin Procter LLP
Address Line 2:	620 Eighth Avenue
Address Line 4:	New York, NEW YORK 10018
ATTORNEY DOCKET NUMBER:	070038/062581

NAME OF SUBMITTER:	SHALEENA ALLI-RAMPERSAD
SIGNATURE:	SHALEENA ALLI-RAMPERSAD
DATE SIGNED:	12/20/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 9 source=Patent Interlude - Alba Asset Purchase Agreement Executed (002)-2#page1.tiff source=Patent Interlude - Alba Asset Purchase Agreement Executed (002)-2#page2.tiff source=Patent Interlude - Alba Asset Purchase Agreement Executed (002)-2#page3.tiff source=Patent Interlude - Alba Asset Purchase Agreement Executed (002)-2#page4.tiff source=Patent Interlude - Alba Asset Purchase Agreement Executed (002)-2#page5.tiff source=Patent Interlude - Alba Asset Purchase Agreement Executed (002)-2#page6.tiff source=Patent Interlude - Alba Asset Purchase Agreement Executed (002)-2#page7.tiff source=Patent Interlude - Alba Asset Purchase Agreement Executed (002)-2#page8.tiff source=Patent Interlude - Alba Asset Purchase Agreement Executed (002)-2#page9.tiff	

EXHIBIT 9.1 (d)

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment (this “*Assignment*”) is made effective made as of December 19, 2024, by and between Alba Therapeutics Corporation, a Delaware corporation, and having a usual place of business at 10751 Falls Rd, Suite 300, Lutherville, MD, 21093 (“*Assignor*”) and Interlude Biopharma Co, a Delaware corporation, and having a usual place of business at 1450 Brickell Ave, STE 2170, Miami, FL 33131 (“*Assignee*”).

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of December 19, 2024 (the “*APA*”). Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the APA; and

WHEREAS, pursuant to the APA, Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee all of the rights, title, and interest of Assignor and its affiliates in the Transferred Patent Rights (as defined below) set forth in Exhibit A hereto, and Assignee has agreed to purchase, acquire, and accept all of the rights, title, and interest of Assignor and its affiliates in and to the Transferred Patent Rights.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the APA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Transferred Patent Rights. Effective as of the date hereof, pursuant to, and on the terms and subject to the conditions of, the APA, Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby purchases, acquires, and accepts from Assignor, all of the rights, title, and interest of Assignor and its affiliates throughout the world as of the Closing in and to the Transferred Patent Rights (as listed on Exhibit A hereto), including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for present and future infringement or other violation thereof or conflict therewith. As used herein, “*Transferred Patent Rights*” means all patents and patent applications (including provisional applications), statutory invention registrations, and patent disclosures, as well as all renewals, reissues, divisions, substitutions, continuations, continuations-in-part, extensions, reexaminations, supplementary protection certificates, and all foreign counterparts thereof, registered or applied for anywhere in the world, together with all associated patent files listed on Exhibit A hereto.
2. Due Authorization. Assignor hereby authorizes and requests the Commissioner for Patents of the United States, and any other official of any applicable governmental authority throughout the world whose duty is to register and record ownership in patents, to record Assignee as the owner of the Transferred Patent Rights, and as assignee of the entire rights, title, and interest in and to the same, and to issue any and all registrations from any and all applications for registration included in the Transferred Patent Rights in and to the name of Assignee.
3. Further Assurances. Assignor agrees to execute and deliver any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles, and interests assigned to Assignee pursuant to this Agreement and the APA.
4. Taxes and Fees. Assignee shall be solely responsible for any and all expenses related to this Agreement and the intellectual property rights transferred hereby, including attorneys’ fees, agent

fees, and patent office fees in any jurisdiction, due on or after the date hereof, including in relation to: (i) enforcing any intellectual property rights associated with the Transferred Patent Rights; or (ii) further recordation of ownership of the Transferred Patent Rights.

5. Miscellaneous.

- a. Section 11 the APA is hereby incorporated by reference.
- b. This Agreement is subject to and shall be governed by the terms and conditions of, the APA. Nothing in this Agreement is intended to or shall be deemed to amend, modify, or supplement in any manner any of the representations, warranties, covenants, agreements, rights, or obligations of Assignor or Assignee under the APA. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the APA, the terms and conditions of the APA shall control.

(Signature Page Follows)

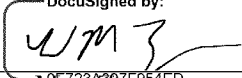
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:

Alba Therapeutics Corporation

ASSIGNEE:

Interlude Biopharma Co.

DocuSigned by:
By: 
Name: Matt Zuga
Its: Partner

By: _____
Name: Mark Paresky
Its: Chairman of the Board

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:

Alba Therapeutics Corporation

ASSIGNEE:

Interlude Biopharma Co.

By: _____
Name:
Its:


DocuSigned by:

By: _____
Name: Mark Paresky
Its: Chairman of the Board

Exhibit A

TRANSFERRED PATENT RIGHTS

(*co-owned with University of Maryland, Baltimore)

Docket Reference	Title	Application No.	Application Date	Registration No.	Case Status	Country
ALB-015AR	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	P070100553	Feb-09-2007		Abandoned	Argentina
ALB-015AU	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	2007215304	Feb-09-2007	2007215304	Abandoned	Australia
ALB-015AUDV	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	2012203787	Feb-09-2007	2012203787	Abandoned	Australia
ALB-015CA	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	2,638,914	Feb-09-2007	2,638,914	Abandoned	Canada
ALB-015CADV	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	2,838,399	Feb-09-2007	2,838,399	Abandoned	Canada
ALB-015CL	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	346-07	Feb-09-2007		Abandoned	Chile
ALB-015CN	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	201310151678.5	Feb-09-2007		Abandoned	China
ALB-015EP	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	07750332.4	Feb-09-2007	1993357	Abandoned	European Patent Office Validated in AT, BE, CH, DE, DK, ES, FI, FR, GB, GR, HU, IE, IT, NL, and SE

Docket Reference	Title	Application No.	Application Date	Registration No.	Case Status	Country
ALB-015EPDV	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	14150323.5	Feb-09-2007	2777695	Abandoned	European Patent Office
ALB-015HK	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	09104807.6	Feb-09-2007	1126088	Abandoned	Hong Kong
ALB-015HKDV	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	15102682.2	Feb-09-2007		Abandoned	Hong Kong
ALB-015IL	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	193344	Feb-09-2007	193344	Abandoned	Israel
ALB-015ILDV	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	228532	Feb-09-2007		Abandoned	Israel
ALB-015IN	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	6992/DELNP/2008	Feb-09-2007		Abandoned	India
ALB-015JP	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	2008-554375	Feb-09-2007	5398268	Abandoned	Japan
ALB-015KR	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	10-2008-7022059	Feb-09-2007	10-1393652	Abandoned	Republic of Korea
ALB-015MX	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	MX/a/2008/010221	Feb-09-2007	306200	Abandoned	Mexico
ALB-015MX2	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	MX/a/2012/014708	Feb-09-2007	319808	Abandoned	Mexico
ALB-015NZ	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	570427	Feb-09-2007	570427	Abandoned	New Zealand

Docket Reference	Title	Application No.	Application Date	Registration No.	Case Status	Country
ALB-015PH	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	1-2008-501825	Feb-09-2007	1-2008-501825	Abandoned	Philippines
ALB-015PHDV	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	1-2012-501912	Feb-09-2007		Abandoned	Philippines
ALB-015PK	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	120/2007	Feb-08-2007		Abandoned	Pakistan
ALB-015TW	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	96104742	Feb-09-2007	I478721	Abandoned	Taiwan
ALB-015	FORMULATIONS FOR A TIGHT JUNCTION EFFECTOR	11/673,342	Feb-09-2007	9265811	Registered	United States of America
ALB-015C1	FORMULATIONS FOR A TIGHT JUNCTION EFFECTOR	14/630,297	Feb-24-2015		Abandoned	United States of America
ALB-015VE	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	2007-000266	Feb-09-2007		Abandoned	Venezuela
ALB-015ZA	FORMULATIONS FOR TIGHT JUNCTION EFFECTOR	2008/07111	Feb-09-2007	2008/07111	Abandoned	South Africa
ALB-015DV	METHOD FOR TREATING CELIAC DISEASE	12/616,638	Feb-09-2007	8,168,594	Abandoned	United States of America
ALB-015DVC1	METHOD FOR TREATING CELIAC DISEASE	13/449,819	Feb-09-2007	9,241,969	Registered	United States of America
ALB-017EP	METHODS OF DIAGNOSING AND TREATING ASTHMA	07871367.4	Nov-05-2007	2091551	Abandoned	European Patent Office

Docket Reference	Title	Application No.	Application Date	Registration No.	Case Status	Country
ALB-017	METHODS OF DIAGNOSING AND TREATING ASTHMA	14/971,663	Nov-05-2007		Abandoned	United States of America
ALB-029C4	USE OF TIGHT JUNCTION ANTAGONISTS TO TREAT INFLAMMATORY BOWEL DISEASE	12/789,081	May-27-2010	8,299,017	Registered	United States of America
ALB-029C5	USE OF TIGHT JUNCTION ANTAGONISTS TO TREAT INFLAMMATORY BOWEL DISEASE	13/625,293	May-27-2010	8,796,203	Registered	United States of America
ALB-029C6	USE OF TIGHT JUNCTION ANTAGONISTS TO TREAT INFLAMMATORY BOWEL DISEASE	14/305,409	May-27-2010		Abandoned	United States of America
ALB-030*	MATERIALS AND METHODS FOR THE TREATMENT OF CELIAC DISEASE	11/925,522	Oct-26-2007	8,034,776	Abandoned	United States of America
ALB-030C1*	MATERIALS AND METHODS FOR THE TREATMENT OF CELIAC DISEASE	13/214,857	Oct-26-2007	9,279,807	Registered	United States of America
ALB-034C2*	USE OF TIGHT JUNCTION ANTAGONISTS IN THE TREATMENT OF ACUTE LUNG INJURY AND ACUTE RESPIRATORY DISTRESS	15/235,313	Jun-27-2008	10,723,763	Registered	United States of America
ALB-042	NOVEL INHIBITORS OF TIGHT JUNCTION OPENING	12/738,815	Oct-20-2008	8,785,374	Registered	United States of America
ALB-042C1	NOVEL INHIBITORS OF TIGHT JUNCTION OPENING	14/305,418	Oct-20-2008		Abandoned	United States of America

Docket Reference	Title	Application No.	Application Date	Registration No.	Case Status	Country
ALB-043C2*	METHODS AND COMPOSITIONS FOR DIAGNOSIS OF CROHN'S DISEASE	14/975,110	Nov-07-2008		Abandoned	United States of America
ALB-047	INHIBITION OF GLIADIN PEPTIDES	12/991,658	May-06-2009	8,957,032	Registered	United States of America
ALB-047DV	INHIBITION OF GLIADIN PEPTIDES	16/692,640	May-06-2009	11,149,063	Registered	United States of America
ALB-047DV4	INHIBITION OF GLIADIN PEPTIDES	17/483,934	May-06-2009		Abandoned	United States of America
ALB-062CP	LARAZOTIDE ACETATE COMPOSITIONS	13/832,820	Mar-15-2013	9,051,349	Registered	United States of America
ALB-063AU	PEPTIDE PRODUCTION AND PURIFICATION PROCESS	2011201848	Nov-21-2008	2011201848	Abandoned	Australia
ALB-063CN	PEPTIDE PRODUCTION AND PURIFICATION PROCESS	201110100461.2	Nov-21-2008		Abandoned	China
ALB-063IN	PEPTIDE PRODUCTION AND PURIFICATION PROCESS	2704/CHENP//2011	Nov-21-2008		Abandoned	India
ALB-063JPDV	PEPTIDE PRODUCTION AND PURIFICATION PROCESS	2011-093868	Nov-21-2008	5588917	Abandoned	Japan
ALB-064EPDV	PEPTIDE PRODUCTION AND PURIFICATION PROCESS	11163195.8	Nov-28-2008		Abandoned	Europe
ALB-065PC	METHODS OF TREATING CELIAC DISEASE WITH LARAZOTIDE	PCT/US15/24313	Apr-3-2015		Expired	PCT
ALB-065	METHODS OF TREATING CELIAC DISEASE WITH LARAZOTIDE	14/678,657	Apr-3-2015		Abandoned	United States of America