

PATENT ASSIGNMENT

Docket Number 50307-702.601

WHEREAS, the undersigned:

- | | | | |
|---|---|---|---|
| 1. Sandra E. DUNN
110-13120 Vanier Place
Richmond, British Columbia
V6V 2J2 Canada | 2. Aarthi JAYANTHAN
110-13120 Vanier Place
Richmond, British Columbia
V6V 2J2 Canada | 3. Jaipal Reddy NAGIREDDY
110-13120 Vanier Place
Richmond, British Columbia
V6V 2J2 Canada | 4. Subhash ANNEDI
110-13120 Vanier Place
Richmond, British Columbia
V6V 2J2 Canada |
| 5. John H. VAN DRIE
110-13120 Vanier Place
Richmond, British Columbia
V6V 2J2 Canada | 6. Timothy S. DAYNARD
110-13120 Vanier Place
Richmond, British Columbia
V6V 2J2 Canada | 7. My-my HUYNH
110-13120 Vanier Place
Richmond, British Columbia
V6V 2J2 Canada | |

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

CARBOXAMIDE DERIVATIVES USEFUL AS RSK INHIBITORS

☒ for which PCT application number PCT/IB2017/000237 was filed on February 17, 2017 in the International Bureau Receiving Office of the Patent Cooperation Treaty.

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, PHOENIX MOLECULAR DESIGNS, a corporation of British Columbia, Canada, having a place of business at 110-13120 Vanier Place, Richmond, British Columbia, V6V 2J2 Canada, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

PATENT ASSIGNMENT

Docket Number 50307-702.601

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: _____
Sandra E. DUNN

Date: _____
Aarthi JAYANTHAN

Date: _____
Jaipal Reddy NAGIREDDY

Date: _____
Subhash ANNEDI

Date: 5/18/17 J H Van Drie
John H. VAN DRIE

Date: _____
Timothy S. DAYNARD

Date: _____
My-my HUYNH

RECEIVED AND AGREED TO BY ASSIGNEE: PHOENIX MOLECULAR DESIGNS

Date: May 26 '17 Signature: [Signature]
Name: Dr. Sandra E. DUNN
Title: Founder and CEO

PATENT ASSIGNMENT

Docket Number 50307-702.601

WHEREAS, the undersigned:

- | | | | |
|---|---|---|---|
| 1. Sandra E. DUNN
110-13120 Vanier Place
Richmond, British Columbia
V6V 2J2 Canada | 2. Aarthi JAYANTHAN
110-13120 Vanier Place
Richmond, British Columbia
V6V 2J2 Canada | 3. Jaipal Reddy NAGIREDDY
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(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

CARBOXAMIDE DERIVATIVES USEFUL AS RSK INHIBITORS

☒ for which PCT application number PCT/IB2017/000237 was filed on February 17, 2017 in the International Bureau Receiving Office of the Patent Cooperation Treaty.

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, PHOENIX MOLECULAR DESIGNS, a corporation of British Columbia, Canada, having a place of business at 110-13120 Vanier Place, Richmond, British Columbia, V6V 2J2 Canada, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

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IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: May 26 '17 Sandra E. Dunn
Sandra E. DUNN

Date: May 26/17 Aarthi Jayanthan
Aarthi JAYANTHAN

Date: _____
Jaipal Reddy NAGIREDDY

Date: _____
Subhash ANNEDI

Date: _____
John H. VAN DRIE

Date: MAY 24/17 Timothy S. Daynard
Timothy S. DAYNARD

Date: MAY 26 2017 My-my Huynh
My-my HUYNH

RECEIVED AND AGREED TO BY ASSIGNEE: PHOENIX MOLECULAR DESIGNS

Date: May 24 '17 Signature: Sandra E. Dunn
Name: Dr. Sandra E. DUNN
Title: Founder and CEO

WHEREAS, the undersigned:

- | | | | |
|---|---|---|---|
| 1. Sandra E. DUNN
110-13120 Vanier Place
Richmond, British Columbia
V6V 2J2 Canada | 2. Aarthi JAYANTHAN
110-13120 Vanier Place
Richmond, British Columbia
V6V 2J2 Canada | 3. Jaipal Reddy NAGIREDDY
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Date: _____
Sandra E. DUNN

Date: _____
Aarthi JAYANTHAN

Date: May 11, 2017 Jaipal
Jaipal Reddy NAGIREDDY

Date: May 11, 2017 Subhash
Subhash ANNEDI

Date: _____
John H. VAN DRIE

Date: _____
Timothy S. DAYNARD

Date: _____
My-my HUYNH

RECEIVED AND AGREED TO BY ASSIGNEE: PHOENIX MOLECULAR DESIGNS

Date: May 26 '17

Signature: _____

Name: Dr. Sandra E. DUNN

Title: Founder and CEO

CESIÓN DE PATENTE		Referencia Número 50307-702.601	
CONSIDERANDO que los suscritos			
1. Sandra E. DUNN 110-13120 Vanier Place Richmond, Columbia Británica V6V 2J2 Canadá	2. Aarthi JAYANTHAN 110-13120 Vanier Place Richmond, Columbia Británica V6V 2J2 Canadá	3. Jaipal Reddy NAGIREDDY 110-13120 Vanier Place Richmond, Columbia Británica V6V 2J2 Canadá	4. Subhash ANNEDI 110-13120 Vanier Place Richmond, Columbia Británica V6V 2J2 Canadá
5. John H. VAN DRIE 110-13120 Vanier Place Richmond, Columbia Británica V6V 2J2 Canadá	6. Timonthy S. DAYNARD 110-13120 Vanier Place Richmond, Columbia Británica V6V 2J2 Canadá	7. My-my HUYNH 110-13120 Vanier Place Richmond, Columbia Británica V6V 2J2 Canadá	
en adelante el(los) "Inventor(es)" han realizado ciertas mejoras nueva y útiles en DERIVADOS DE CARBOXAMIDA ÚTILES COMO INHIBIDORES DE RSK ☒ para la cual la solicitud PCT número <u>PCT/IB2017/000237</u> se presentó el <u>17 de febrero de 2017</u> ante la Dependencia de Recibo de la Oficina Internacional del Tratado de Cooperación de Patentes. (en adelante la(s) "Solicitud(es)"). El término Solicitud(es) también incluye todas las solicitudes de patente que comparten o reivindican prioridad sobre o con respecto a la(s) anterior(es) solicitud(es). CONSIDERANDO que <u>PHOENIX MOLECULAR DESIGNS</u>, una sociedad de Columbia Británica, Canadá, domiciliada en <u>110-13120 Vanier Place, Richmond, Columbia Británica, V6V 2J2 Canadá</u>, (en adelante "Cesionaria"), desea adquirir todo el derecho, título e interés en y a dicha(s) Solicitud(es) y a las invenciones divulgadas en esta(s), así como en todas las representaciones de las invenciones, hasta el momento concebidas, realizadas o descubiertas, ya sea conjunta o individualmente, por parte de dicho(s) Inventor(es)			

(denominadas conjuntamente como las "Invenciones") y con respecto a todas las patentes, certificados de inventor y otras formas de protección otorgadas a estas en los Estados Unidos, en países extranjeros y de conformidad con cualquier convención internacional, acuerdo, protocolo o tratado, incluyendo las presentadas de conformidad con la Convención de París para la Protección de la Propiedad Industrial, el Tratado de Cooperación de Patentes u otros (en adelante "Patente(s)").

POR CONSIGUIENTE, en consideración a la contraprestación legal y válida que dicho(s) Inventor(es) reconocen haber recibido a cabalidad de dicha Cesionaria:

1. Dicho(s) Inventor(es) por el presente venden, ceden, transfieren y enajenan a dicha Cesionaria todo el derecho, título e interés (a) en y a dichas Invenciones; (b) en y a dichas Solicitudes, incluyendo el derecho de reivindicar prioridad de y con respecto a dicha(s) Solicitud(es); (c) en y a todas y a cada solicitud que sea divisional, de sustitución, continuación o continuación en parte de dicha Solicitud(es); (d) en y a dicha Patente(s) y a todas y a cada una de las patentes que se lleguen a expedir o reexpedir a las anteriores; (e) en y a todas y a cada reexpedición, nuevo examen, renovación o prórroga de cualquier clase de las anteriores; (f) en y a todas y a cada una de las patentes y solicitudes presentadas en el exterior de los Estados Unidos y que corresponda a cualquiera de los anteriores; y (g) en y a todas las reclamaciones relativas a infracciones pasadas, presentes y futuras de la(s) Patente(s), incluyendo todos los derechos de presentar

DIEGO F. VARGAS Z.

TRADUCTOR E INTERPRETE OFICIAL 2

ESPAÑOL - INGLÉS - INGLÉS - ESPAÑOL

RES. 0001 DE ENERO 4 DE 1999

MINISTERIO DE JUSTICIA

demandas y recibir y cobrar indemnización, para uso de la misma Cesionaria, respecto a todas las pérdida de ganancias, regalías y daños y perjuicios pasados, actuales y futuros de cualquier naturaleza, que se puedan reclamar con respecto a una infracción de la(s) Patente(s).

2. Dicho(s) Inventor(es) por el presente se comprometen y acuerdan cooperar con dicha Cesionaria para permitirle a dicha Cesionaria disfrutar, en la mayor medida posible, el derecho, título e interés que se traspasa por el presente, en los Estados Unidos, en los países extranjeros o de conformidad con cualquier convención internacional, acuerdo, protocolo o tratado. Dicha cooperación por parte de dicho(s) Inventor(es) incluirá la presentación pronta de los hechos y documentos pertinentes, rendición de testimonios, suscripción de solicitudes, juramentos, especificaciones, declaraciones u otros documentos, y cualquier otra colaboración, todo en la medida que se considere necesario o conveniente por parte de dicha Cesionaria (a) para perfeccionar en dicha Cesionaria el derecho, título e interés enajenado por el presente; (b) para tramitar cualquier solicitud que cubra dichas Invenciones; (c) para presentar y tramitar solicitudes sustitutas, divisionales, de continuación o adicionales que amparen dichas Invenciones; (d) para la presentación y trámite de solicitudes de reexpedición de cualquiera de dicha(s) Patente(s); (e) para procesos de interferencia u otros procesos de prioridad que involucren a dichas Invenciones; y (f) para procesos legales que involucren a dichas Invenciones y cualquier solicitud para las mismas y cualquier Patente(s) otorgadas a las mismas, incluyendo, sin

limitación, reexpediciones y nuevos exámenes, procesos de oposición, procesos de cancelación, disputas de prioridad, procesos de uso público, acciones de infracción y acciones judiciales; a condición, no obstante lo anterior, que los gastos razonables incurridos por dicho(s) Inventor(es) en la prestación de dicha cooperación sean pagados por parte de dicha Cesionaria.

3. Los términos y compromisos de la presente cesión redundarán en beneficio de dicha Cesionaria, de sus sucesores, cesionarios y otros representantes legales y serán vinculantes para dicho(s) Inventor(es), sus respectivos herederos, representantes legales y cesionarios.

4. Por el presente dicho(s) Inventor(es) garantizan, declaran y se comprometen a que dicho(s) Inventor(es) no han suscrito, ni suscribirán, ninguna cesión, contrato o entendimiento que esté en conflicto con el presente.

5. Dicho(s) Inventor(es) solicitan por el presente que cualquier Patente(s) que se llegue a expedir en los Estados Unidos, en los países extranjeros o de conformidad con cualquier convención internacional, acuerdo, protocolo o tratado, sea expedida a nombre de la Cesionaria, o de sus sucesores y cesionarios para uso exclusivo de dicha Cesionaria, de sus sucesores, representantes legales y cesionarios.

6. El presente instrumento será interpretado de conformidad con las leyes del Estado de California, sin consideración a los principios de conflicto de leyes. En

caso se determine que cualquier disposición del presente instrumento es ilegal o inejecutable, las restantes disposiciones permanecerán vigentes y ejecutables en la mayor medida permitida por la ley. El presente instrumento podrá ser suscrito en distintos ejemplares, cada uno de los cuales se considerará un original, pero todos los cuales en conjunto constituirán un único y mismo acuerdo.

EN TESTIMONIO DE LO CUAL, dicho Inventor(es) han suscrito y entregado este instrumento a dicha Cesionaria en las fechas indicadas a continuación:

Fecha: 5/18/17 Firma Ilegible
John H. VAN DRIE

RECIBIDO Y ACORDADO POR LA CESIONARIA: PHOENIX MOLECULAR DESIGNS

Fecha: Mayo 26/7 Firma: Firma Ilegible
Nombre: Dr. Sandra E. DUNN
Cargo: Fundadora y Directora Ejecutiva

En otro ejemplar idéntico al anterior aparecen las firmas de:

Fecha: Mayo 26/17 Firma Ilegible
Sandra E. Dunn

Fecha: Mayo 26/17 Firma Ilegible
Aarthi JAYANTHAN

Fecha: Mayo 24/17 Firma Ilegible
Timothy S. DAYNARD

Fecha: Mayo 26/17 Firma Ilegible
My-My HUYNH

RECIBIDO Y ACORDADO POR LA CESIONARIA: PHOENIX MOLECULAR DESIGNS

Fecha: 26 de mayo de 2017 Firma: Firma Ilegible
Nombre: Dr. Sandra E. DUNN
Cargo: Fundadora y Directora Ejecutiva

DIEGO F. VARGAS Z.
TRADUCTOR E INTERPRETE OFICIAL
ESPAÑOL - INGLES - INGLES - ESPAÑOL
RES. 0001 DE ENERO 4 DE 1996
MINISTERIO DE JUSTICIA

En otro ejemplar idéntico al anterior aparecen las firmas de:

Fecha: <u>Mayo 11/17</u>	<u>Firma Ilegible</u> Jaipal Reddy NAGIREDDY
Fecha: <u>Mayo 11/17</u>	<u>Firma Ilegible</u> Subhash ANNEDI
RECIBIDO Y ACORDADO POR LA CESIONARIA: PHOENIX MOLECULAR DESIGNS	
Fecha: <u>26 de mayo de 2017</u>	Firma <u>Firma Ilegible</u> Nombre: <u>Dr. Sandra E. DUNN</u> Cargo: <u>Fundadora y Directora Ejecutiva</u>

FIN DE LA TRADUCCIÓN

Bogotá D.C., 21 de agosto de 2018

Es traducción fiel y completa del documento original realizada por:

DIEGO F. VARGAS ZAMORA, Traductor e Intérprete Oficial Según Resolución No. 0001 de 1999

Ministerio de Justicia de Colombia.

DIEGO F. VARGAS Z.
TRADUCTOR E INTÉRPRETE OFICIAL
ESPAÑOL - INGLÉS - INGLÉS - ESPAÑOL
RES. 0001 DE ENERO 4 DE 1999
MINISTERIO DE JUSTICIA