

ASSIGNMENT

Appl. No.: 62/356,178

Filed: June 29, 2016

Title: PROCESS OF PREPARING A PEPTIDE EPOXYKETONE IMMUNOPROTEASOME INHIBITOR, AND PRECURSORS THEREOF

For good and valuable consideration, the receipt and sufficiency of which are hereby agreed, each of Henry Johnson and Dustin McMinn ("Assignor") agrees to assign and hereby does assign to KEZAR LIFE SCIENCES, 300 Utah Ave, Suite 105, South San Francisco, California 94080 ("Assignee") all rights, title, and interests in and to the inventions that are disclosed in the application listed above (the "Application") including, but without limitation, all rights:

- (i) in and to the Application and all other applications anywhere in the world that have been or may be filed on said inventions and/or naming Assignor as an inventor of said inventions,
- (ii) in and to all patents issuing on any of the foregoing,
- (iii) in and to all reissues, reexaminations, supplemental examinations, inter partes reviews, oppositions, post-grant reviews, supplementary protection certificates, and/or extensions of any of the foregoing,
- (iv) to bring suit, the right to claim and retain all damages and/or seek other remedies for the past, present, and future infringement and/or misappropriation of any of the foregoing, and
- (v) of priority including, but without limitation, the right to claim priority benefit of or to the Application and all of the foregoing.

Assignor requests the Commissioner for Patents in the United States and similar authorities outside the United States to issue said patents to and in the name of Assignee or its designee. Assignor authorizes the attorneys of record in the application to insert in this assignment the filing date and application number of the Application when officially known. Assignor:

(a) declares: (1) The application was made or authorized to be made by me, (2) I believe myself, as a named inventor, to be the original inventor or an original joint inventor of a claimed invention in the Application and I understand that any willful false statement made by me in this paragraph is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five years, or both;

(b) warrants except in favor of Assignee: (1) Assignor is the owner of all its rights, title and interests herein assigned and has the right to make this unconditional and irrevocable assignment to Assignee without obtaining any approval or permission of a third party; and (2) there are no outstanding encumbrances, liens, prior assignments, licenses, or other obligations or restrictions on the rights, title and interests herein assigned; and

(c) agrees to execute, upon the request of Assignee or its designee at no expense to Assignor, all applications or documents related to the inventions including, but without limitation, any oath, declaration, or affidavit relating thereto that Assignee may deem necessary or expedient, and to fully cooperate with Assignee and/or its designee to perform all affirmative acts requested to prepare, file, prosecute, maintain, defend, enforce, and vest in Assignee the rights, title, and interests assigned herein whereby said rights, title and interests will be held and enjoyed by Assignee or its designee to the full end of the term for which the intellectual property rights herein may be available as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

On behalf of Assignee,

Name

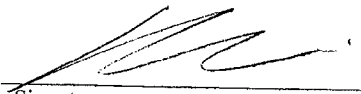
Christopher Kirk

Title

President & CEO

hereby confirms Assignee's acceptance.

Signature



Date

2 Feb 2017

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE of CALIFORNIA
COUNTY of SAN MATEO

On 23 JANUARY 2017 before me, JOAN LESLIE ZUCKERMAN, NOTARY PUBLIC
Date Name and Title of the Officer

personally appeared Henry Johnson
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Joan Leslie Zuckerman
Signature of Notary Public



Place Notary Seal Above

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE of CALIFORNIA
COUNTY of SAN MATEO

On 23 JANUARY 2017 before me, JOAN LESLIE ZUCKERMAN, Notary Public
Date Name and Title of the Officer

personally appeared Dustin McMinn
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Joan Leslie Zuckerman
Signature of Notary Public



Place Notary Seal Above

ASSIGNMENT

Appl. No.: 62/356,178

Filed: June 29, 2016

Title: PROCESS OF PREPARING A PEPTIDE EPOXYKETONE IMMUNOPROTEASOME INHIBITOR, AND PRECURSORS THEREOF

For good and valuable consideration, the receipt and sufficiency of which are hereby agreed, Sean Dalziel ("Assignor") agrees to assign and hereby does assign to CLEO LIFE SCIENCES, 1220 Balboa Avenue, Burlingame, California 94010 ("Assignee") all rights, title, and interests in and to the inventions that are disclosed in the application listed above (the "Application") including, but without limitation, all rights:

- (i) in and to the Application and all other applications anywhere in the world that have been or may be filed on said inventions and/or naming Assignor as an inventor of said inventions,
- (ii) in and to all patents issuing on any of the foregoing,
- (iii) in and to all reissues, reexaminations, supplemental examinations, inter partes reviews, oppositions, post-grant reviews, supplementary protection certificates, and/or extensions of any of the foregoing,
- (iv) to bring suit, the right to claim and retain all damages and/or seek other remedies for the past, present, and future infringement and/or misappropriation of any of the foregoing, and
- (v) of priority including, but without limitation, the right to claim priority benefit of or to the Application and all of the foregoing.

Assignor requests the Commissioner for Patents in the United States and similar authorities outside the United States to issue said patents to and in the name of Assignee or its designee. Assignor authorizes the attorneys of record in the application to insert in this assignment the filing date and application number of the Application when officially known. Assignor:

- (a) declares: (1) The application was made or authorized to be made by me, (2) I believe myself, as a named inventor, to be the original inventor or an original joint inventor of a claimed invention in the Application and I understand that any willful false statement made by me in this paragraph is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five years, or both;
- (b) warrants except in favor of Assignee: (1) Assignor is the owner of all its rights, title and interests herein assigned and has the right to make this unconditional and irrevocable assignment to Assignee without obtaining any approval or permission of a third party; and (2) there are no outstanding encumbrances, liens, prior assignments, licenses, or other obligations or restrictions on the rights, title and interests herein assigned; and

(c) agrees to execute, upon the request of Assignee or its designee at no expense to Assignor, all applications or documents related to the inventions including, but without limitation, any oath, declaration, or affidavit relating thereto that Assignee may deem necessary or expedient, and to fully cooperate with Assignee and/or its designee to perform all affirmative acts requested to prepare, file, prosecute, maintain, defend, enforce, and vest in Assignee the rights, title, and interests assigned herein whereby said rights, title and interests will be held and enjoyed by Assignee or its designee to the full end of the term for which the intellectual property rights herein may be available as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

On behalf of Assignee,

SEAN DALZIEL
Name
MANAGING DIRECTOR, CLEO LIFE SCIENCES
Title

hereby confirms Assignee's acceptance.

Leu Lafel
Signature
17 FEB 2017
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE of CA
COUNTY of SAN MATEO

On 1 Feb 2017 before me, JOAN LESLIE ZUCKERMAN, Notary Public
Date Name and Title of the Officer

personally appeared Sean Dalziel
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Joan Leslie Zuckerman
Signature of Notary Public



Place Notary Seal Above

CONFIRMATORY ASSIGNMENT

This assignment agreement ("Assignment") is effective as of June 29, 2016 ("Effective Date") and entered into by and between Cleo Life Sciences located at 1220 Balboa Avenue, Burlingame, California 94010 ("Assignor") and Kezar Life Sciences located at 300 Utah Street, Suite South San Francisco, California 94080 ("Assignee").

This assignment agreement is in compliance with and incorporates the terms outlined in the Consulting Agreement between Assignor and Assignee, dated June 15, 2015.

For good and valuable consideration, the receipt and sufficiency of which are agreed, Assignor hereby irrevocably sells, assigns and transfers to Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest, both legal and equitable, in U.S. Patent Application Serial No. 62/356,178, filed June 29, 2016, and to the inventions described therein and improvements thereof, all related patent applications throughout the world including those claiming priority thereto anywhere in the world, the right of priority, including without limitation to claim priority benefit of or to said patent applications, all continuations, divisionals and continuations-in-part of any of the foregoing, patents issuing from any of the foregoing, and reissues, reexaminations, extensions and foreign equivalents thereof and supplementary protection certificates allowed on any of the foregoing (collectively the "Patent Rights") for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patent Rights, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Upon the request of Assignee, the undersigned agrees to execute any and all documents and take actions reasonably requested to effectuate this assignment and Assignee's rights in the Patent Rights, including any oath or affidavit relating thereto, to cooperate to the best of the ability of the undersigned with Assignee in preparing and executing statements and giving and producing evidence in support of the Patent Rights, and to perform any and all acts reasonably requested by Assignee to obtain, enforce and defend the Patent Rights and vest all rights therein to Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this Assignment had not been executed.

The parties execute and deliver this Assignment by their respective signatories below.

Cleo Life Sciences

x 

Name: SEAN DALZIEL

Title: MANAGING DIRECTOR

Date: 01 FEB 2017

Kezar Life Sciences

x 

Name: Christopher K. K.

Title: PRESIDENT & CEO

Date: 2 FEB 2017