

Assignment

转让协议

This Assignment is signed and executed on 22nd day of March 2018 by and between:
本转让协议由以下双方于 2018 年 3 月 23 日签署并生效执行:

ASSIGNEE: Jacobio Pharmaceuticals Co., Ltd.

Unified social credit code: 9111030235129643X7

No. 88 Kechuang Street 6th, Bld-F2, BDA, Beijing 101111, China

受 让 方: 北京加科思新药研发有限公司

统一社会信用代码: 9111030235129643X7

北京市北京经济技术开发区科创六街 88 号院生物医药园 F2 楼, 101111

ASSIGNOR: Surname: WU

Given Names: Xinping

Nationality: CHINA

ID No: 362425198904175612

Date of birth: April 17, 1989

Place of birth: CHINA

转 让 方: 姓名: 吴新平

国籍: 中国

身份证号: 362425198904175612

出生日期: 1989 年 4 月 17 日

出生国: 中国

I as an Inventor and Assignor, do hereby confirm and agree that, by operation of law and/or contract, and/or by the fulfillment of any and all legal requirements regarding the transfer of the service invention-creation in my/our country of employment, Jacobio Pharmaceuticals Co., Ltd. is the true and lawful owner of all right, title and interest in all inventions, discoveries, patents/utility models, applications, and rights described in paragraphs (1) through (8) below.

我作为发明人和转让人, 在此确认并同意: 通过法律和/或合同的运作, 和/或通过满足任何和所有的关于在我所在国家职务发明转让的法律要求, 北京加科思新药研发有限公

司是所有发明、发现、专利/实用新型、申请的所有的权利、产权和利益，以及如下文第(1)至(8)款所述的权利的真正合法所有者。

If, however, under the laws of any country, I the Inventor nevertheless have any ownership right, title or interest in any of the items described herein (which I do not believe to be the case and make no claim in or to), for and in CONSIDERATION of the sum of RMB Qne Yuan (¥ 1.00) to me in hand paid, or other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I the Inventor do hereby SELL, ASSIGN and TRANSFER to Jacobio Pharmaceuticals Co., Ltd. and its successors, assigns and legal representatives (hereinafter referred to collectively as the "ASSIGNEE"), all of our right, title and interest for any and all countries of the world in and to

但是，如果根据任何国家/地区的法律，我作为发明人仍然拥有此处所述的任何条款的任何所有权、产权或利益（我认为不属于并且不应该是这种情况），兹以面交的方式支付我人民币 1 元或其他合适且有价值的对价，特此确认已收到全额转让款，我作为发明人特此确认将世界上任何所有国家的所有的权利、产权和利益出售、转让和转移给北京加科思新药研发有限公司及其继承人、受让人和法定代理人（以下统称为“受让方”）。

(1) Any and all of our inventions and discoveries described in the first application (hereinafter referred to as "the earlier application") and the application for patent, including but not limited to inventions, utility models, designs, or other application(s) entitled

NOVEL HETEROCYCLIC DERIVATIVES USEFUL AS SHP2 INHIBITORS
and filed in the to be determined Office on to be determined and accorded Application Number to be determined; and/or filed as a PCT International Application on March 23, 2018 and accorded International Patent Application Number PCT/IB2018/051973;

(1) 首次申请（以下称“在先申请”）或专利申请所述的任何所有的发明和发现，包括但不限于发明、实用新型、外观设计或其他申请，发明名称如下：

用作 SHP2 抑制剂的新型杂环衍生物

并在待确定的时间于待确定的受理局提交并给予的待确定的申请号；和/或于 2018 年 03 月 23 日提交的 PCT 国际申请及其申请号为 PCT/IB2018/051973；

(2) the application(s) identified in paragraph (1), and all applications claiming priority from such application(s), directly or indirectly, including all national/regional phase of any international patent application(s);

(2) 第(1)款所述的申请, 和直接或间接要求第(1)款所述的申请优先权的所有申请及其任何国际专利申请的所有国家/地区阶段;

(3) the right to file patent, including but not limited to inventions, utility models, designs or other applications on any invention or discovery disclosed in any of the applications identified in paragraphs (1) and (2), including the right to file such applications on said inventions and discoveries in the names of ASSIGNEE or their designees or in our/my name, at ASSIGNEE's election and in accordance with applicable law in all countries and regions; and the right to file all patents, including but not limited to inventions, utility models, designs or other applications in all countries and regions claiming the priority of any of the earlier application or the application for patent identified in paragraphs (1) or (2);

(3) 就第(1)和(2)款所述的任何申请中披露的任何发明或发现所提交的专利(包括但不限于发明、实用新型、外观设计)或其他申请的权利, 包括在受让人的选择下并依据所有国家和地区的适用法律, 以受让人或其指定人员或我们/我的名义, 基于上述发明和发现提交此类申请的权利; 以及所有国家和地区, 要求第(1)或(2)款所述的任何在先申请或专利申请的优先权所提出的所有专利(包括但不限于发明、实用新型、外观设计)或其他申请的权利;

(4) all rights to claim priority from any of the applications referred to in paragraphs (1), (2), and (3) or from any application(the earlier application) from which any of the applications referred to in paragraphs (1), (2) and (3) claim priority in all countries and regions under the patent law of the People's Republic of China, the Paris Convention for the Protection of Industrial Property, Convention Establishing the World Intellectual Property Organization, Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS), Patent Cooperation Treaty (PCT), the Budapest Treaty and all other international agreements to which the People's Republic of China now is or hereafter becomes a signatory;

(4) 要求基于第(1)、(2)及(3)款所述的任何申请的优先权的所有权利; 或根据《中华人民共和国专利法》、《保护工业产权巴黎公约》、《建立世界知识产权组织公约》、《与贸易有关的知识产权协定》(TRIPS)、《专利合作条约》(PCT)协议,《布达佩斯条约》以及所有其他中华人民共和国现在或者以后成为签约国的国际协议,要求基于第(1)、(2)及(3)款所述的任何申请在所有国家和地区所要求优先权的任何申请(在先申请)的优先权的所有权利;

(5) Any and all national/regional phase of any international application(s) and any other patent application(s) described in paragraphs (1) through (4) hereof, including further continuations, continuations-in-part, and divisionals, including but not limited to, continuations of continuations and continuations of divisionals; such as all continuations, continuations-in-part, and divisionals of international patent application(s) designating China, the United States, European and/or other states/region etc.;

(5) 如第(1)至(4)款所述的任何国际申请的任何所有的国家/地区阶段以及任何其他专利申请,包括进一步的继续申请、部分继续申请和分案申请,例如,但不限于,继续申请的继续申请和分案申请的继续申请;例如:国际专利申请中指定中国、美国、欧洲等其他国家/地区的所有继续申请、部分继续申请和分案申请;

(6) all patents, including but not limited to inventions, utility models, and designs or other grants that issue from any of the applications referred to herein and all rights and remedies associated there with including the right to sue for and recover past damages and to recover Patent Law of the People's Republic of China or any other law permitting remedies for infringement prior to issuance of the patent;

(6) 所有的专利,包括但不限于本文提及的申请公布的任何发明、实用新型、外观设计或其他授予文件;以及与其相关的所有权利和救济方式,包括起诉和获得损害赔偿金的权利,以及根据中华人民共和国专利法或任何其他法律允许在专利公告之前对侵权行为获得救济的权利;

(7) all registrations and confirmations of, and importation certificates based upon, one or more of said patents including but not limited to inventions, utility models, designs or other grants, and applications for such registrations, confirmations and importation certificates and;

(7) 基于一项或多项所述专利的所有登记和确认以及进口证书, 包括但不限于发明、实用新型、外观设计或其他授权文件; 以及此类登记、确认和进口证书的申请; 以及

(8) all reissues, renewals and extensions of said patents, inventions, utility models, designs, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said ASSIGNEE (Jacobio Pharmaceuticals Co., Ltd.) to the full ends of the terms for which said patents, utility models, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by me/us if this sale, assignment and transfer had not been made.

(8) 所述专利、发明、实用新型、外观设计、登记注册、确认书和进口证书等的所有再颁、续展和延期, 上述专利和专利申请的所有再颁、续展、延期、复审证书和补充保护证书的专利证书和补充保护证书的复审证书, 同样地由受让方(北京加科思新药研发有限公司)持有和享有所有的专利、实用新型、登记、确认、进口证书、复审证书、补充保护证书、再颁、续展和延期的全部权益直到专利权利期限结束, 如果没有进行此类销售、转让和转移, 则我充分地完全地批准本协议的续订和延期。

I, the Inventor, hereby authorize ASSIGNEE and their representatives to insert in paragraph (1) of this Assignment the filing date(s) and Application Number(s) of said patent, including but not limited to inventions, utility models, designs or other application(s) when notified thereof.

我, 发明人, 特此授权受让方及其代表在本协议第(1)款中插入所述专利, 包括但不限于在此告知的发明、实用新型、外观设计或其他申请的申请日期和申请号。

I, the Inventor, hereby covenant and agree that I will, at any time, (i) upon the request, but at the expense, of ASSIGNEE, execute and deliver all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, applications, patents, inventions, utility models, designs, registrations, confirmations, importation certificates, reissues, renewals, extensions, reexamination certificates, supplementary protection certificates, and applications within the scope of (7) and (8), in ASSIGNEE, including the execution and procurement of all further documents evidencing this sale, assignment and transfer as may be necessary or desirable for recording the same in the patent office or other intellectual property office, agency or the like of any country or region, (ii) upon the request, but at the expense, of ASSIGNEE execute all additional applications within the scope of paragraphs (1) through (6) and all applications within the scope of (7) or (8), and (iii) make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of ASSIGNEE.

我，发明人，特此约定并同意我将在任何时候（i）根据请求，但由受让方承担费用，执行并交付所有可能必要或需要的文件以完善受让方保护上述发明和发现、申请、专利、实用新型、外观设计、登记、确认、进口证书、再版、续展、延期、复审证书、补充保护证书以及第（7）和（8）款所述的申请的产权，包括执行和采取证明此销售，转让和转移的所有其他文件，这些文件可能是必要的或需要的用于在任何国家或地区的专利局或其他知识产权局、代理机构等中记录；（ii）根据请求，但由受让方承担费用，执行第（1）至（6）款范围内的所有其他申请以及第（7）或（8）款范围内的所有申请；以及（iii）做出所有合法的宣誓和声明，并且采取一切必要的合法行为，以取得同样的宣誓和声明，或在无需进一步补偿，但由受让方承担费用，协助宣誓和声明。

Should any provision of this Assignment be deemed invalid or unenforceable by reason of any law, statute, regulation or judgment, existing now or in the future in any jurisdiction, such provision shall be modified in such jurisdiction so as to nearly approximate the intent of the Parties. If this cannot be done, such invalid or unenforceable provision shall be divisible and be deleted in any such jurisdiction, and all other provisions shall remain in full force and effect. The modification or deletion of any provision in one jurisdiction shall have no effect on this Assignment in any other jurisdiction.

如果由于现在或将来存在于任何司法管辖区的任何法律，法规，规章或判决而认定本转让的任何条款无效或不可执行，则应在该司法管辖区内修改此类条款，以使其最接近当事人的意图。如果无法达成此点，则此类无效或不可执行的条款可以在任何此类司法管辖区内予以分离和删除，而所有其他条款仍完全有效。如本协议在任何一个司法管辖区进行修改或删除任何条款，但本协议在任何其他司法管辖区仍具有完全的效力。

This Assignment shall be governed by the laws of the state of the People's Republic of China. Any claim or dispute arising out of or related to this Agreement or its interpretation shall be brought in a court of competent jurisdiction sitting within Beijing.

本协议受中华人民共和国法律管辖。因本协议或与本协议解释引起的或有关的任何索赔和争议应向位于北京市境内有管辖权的法院提起诉讼。

This Assignment is effective as from the earliest priority date as stated above and cannot be revoked, cancel or modified without written consent by both parties.

本转让协议从上述最早的优先权日起有效，且未经双方书面同意不可撤销、取消或修改。

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THIS PAGE IS INTENTIONALLY LEFT BLANK, ONLY THE SIGNING PAGE OF THIS ASSIGNMENT. BOTH PARTIES SIGN AND EXECUTE THIS ASSIGNMENT ON THE DATE IN THE FIRST PAGE.

本页无正文，仅为本《转让协议》之签署页，双方于文首所载之日期签署并执行本协议。

WITNESS (见证人) :

Typed Legal Name: HU, Huiping

法定姓名: 胡慧萍

Signature:
(签署)

胡慧萍

WITNESS (见证人) :

Typed Legal Name: HU, Huiping

法定姓名: 胡慧萍

Signature:
(签署)

胡慧萍

ASSIGNEE (受让方) :

Jacobio Pharmaceuticals Co., Ltd.

(SEAL)

Legal representative: WANG, Yinxiang

北京加科思新药研发有限公司(公章)

法定代表人: 王印祥

Signature:
(签署)

WIP

ASSIGNOR (转让方) :

Typed Legal Name: WU, Xinping

法定姓名: 吴新平

Signature:
(签署)

吴新平