

CONFIRMATION OF ASSIGNMENT / ASSIGNMENT – WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and further pursuant to one or more intercompany agreements, **Boehringer Ingelheim International GmbH**, a German corporation with its principal place of business at Binger Strasse 173, Ingelheim am Rhein, Germany 55216, ("Assignor") has previously transferred, sold, and assigned, and to the extent Assignor has not previously transferred, sold, and assigned hereby transfers, sells, and assigns, unto **ALKAHEST INC.**, 125 Shoreway Road, Suite D, San Carlos, California 94070 ("Assignee"), its entire right, title, and interest throughout the world, in and to the inventions and designs (if any) (hereinafter collectively referred to as the "Inventions") as set forth and described in the United States patent application no. 16/603,084; filed October 4, 2019 (hereinafter referred to as the "Application"), and all patent applications based in whole or in part upon the Inventions or upon the Application, and any and all patents issued thereon and reissues, reexaminations, and extensions thereof ("Letters Patent") granted in any country for the Inventions or upon the Application or any patent application claiming priority rights from the Application, and every priority right that is or may be predicated upon or arise from the Inventions, or from the Application, and including all rights to sue for any infringement of the Letters Patent, and further including all rights to past damages relating to third party infringement of the Letters Patent, the Assignee being hereby authorized to file and prosecute patent applications, including completing formalities and recordation of ownership claims, in any or all countries and regions on any or all of the Inventions in the name of the undersigned or in the name of the Assignee or otherwise as the Assignee may deem advisable; the United States Patent and Trademark Office and corresponding patent granting authorities throughout the world being hereby authorized to issue or transfer all the Letters Patent issuing from any patent applications claiming the Inventions or claiming priority from the Application to the Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned right is not encumbered by any grant, license, or other right heretofore given, and that the undersigned will do all acts reasonably serving to ensure that the Inventions, the Application, and any Letters Patent which may issue from any patent applications claiming the Inventions or claiming priority from the Application shall be held and enjoyed by the Assignee as fully and entirely as the same could have been held and enjoyed by the undersigned if this assignment had not been made, and particularly to execute and deliver to the Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, declarations, and lawful affidavits in form and substance which may be requested by the

Assignee, to furnish the Assignee with all facts relating to the Inventions and/or the Application or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may embody the Inventions or relate to the Application, and generally do everything possible to aid the Assignee, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection, in all countries and regions, for the Inventions, the Application, and/or Letters Patent that may issue as a result of the Application and from any patent applications claiming priority to the Application, and not to take any action challenging or opposing, on any grounds whatsoever, Assignee's rights granted under this Agreement, or the validity of the transfer of the ownership rights hereunder. For the avoidance of doubt, nothing in this assignment requires the Assignor to provide testimony in a United States litigation related to the above mentioned Inventions, Application, and/or Letters Patent.

The undersigned hereby grant(s) an authorized representative of Assignee the power to insert in this Assignment any further identification that may be necessary or desirable to comply with the rules of the United States Patent and Trademark Office and/or corresponding patent granting authorities throughout the world, and to handle all correspondence relating to the Application or any patent applications claiming priority from the Application.

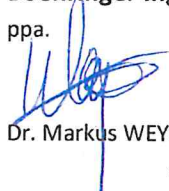
NAME AND SIGNATURE OF THE AUTHORIZED OFFICER OF ASSIGNOR

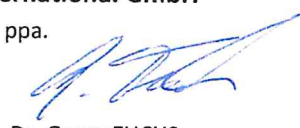
Ingelheim am Rhein, DE, on December 6, 2019

Boehringer Ingelheim International GmbH

ppa.

ppa.


Dr. Markus WEYMANN


Dr. Georg FUCHS

Authorized Signatories

NAME AND SIGNATURE OF THE AUTHORIZED OFFICERS OF ASSIGNEE

San Carlos, California, USA, on _____

Alkahest Inc.

Michael Byrnes- Chief Financial Officer

Authorized Signatories



Urkundenrolle UR 2965 / 2019

Wolfgang Fritzenschaft *Tel. +49 7351 3744-660 *Fax +49 7351 3744-666

UZ 3346/2019

Authentication of Signature

I hereby certify the above signature of

1. Mr. Dr. Markus Weymann, born 27th day of December 1966
with business address at 55216 Ingelheim am Rhein, Binger Strasse 173, Germany
identified by presentation of his identity card
2. Mr. Dr. Georg Fuchs, born 14th day of February 1967
with business address at 55216 Ingelheim am Rhein, Binger Strasse 173, Germany
identified by presentation of his identity card

was duly given in my presence.

Biberach, the 6 th day of December 2019

Wolfgang Fritzenschaft
Notary



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NAME AND SIGNATURE OF THE AUTHORIZED OFFICER OF ASSIGNOR (Employer)

Ingelheim am Rhein, DE, on _____

Boehringer Ingelheim International GmbH

ppa. ppa.

Dr. Elke SIMON

Dr. Markus WEYMANN

Authorized Signatories

NAME AND SIGNATURE OF THE AUTHORIZED OFFICERS OF ASSIGNEE

San Carlos, California, USA, on December 10, 2019

Alkahest Inc.



Michael Byrnes- Chief Financial Officer

Authorized Signatories

ACKNOWLEDGMENT

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 December 10, 2019 before me, Dulce Dizon - Notary Public, personally

appeared Michael Joseph Byrnes 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 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 the 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 Dulce Dizon (Seal)

