

ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Vitae Pharmaceuticals, Inc.
400 Interpace Parkway
Parsippany, New Jersey 07054
United States

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

INHIBITORS OF ROR γ

as set forth in the following Patent Applications:

United States Provisional Application No. 62/536,114, filed July 24, 2017

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified applications and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

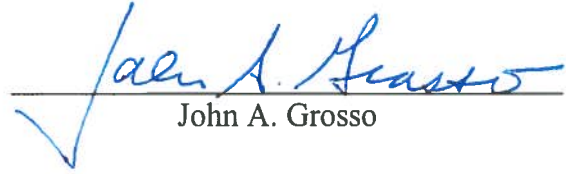
ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **McCarter & English, LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **McCarter & English, LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 9 day of November, 2017.


John A. Grosso

United States of America)
State of CONNECTICUT)
County of New Haven)

On this 9 day of November, 2017 before me, the
the undersigned notary public, personally appeared John A. Grosso
(name of document signer), proved to me through satisfactory evidence of identification,
which was his New Jersey driver license, to be the person whose name
is signed on the preceding or attached document in my presence.



(official signature and seal of notary)

My commission expires 08/31/2020.

RAVNEET KAUR
NOTARY PUBLIC OF CONNECTICUT
ID # 142529
My Commission Expires 8/31/2020

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For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Albany Molecular Research Inc.
26 Corporate Circle
Albany, New York 12203
United States

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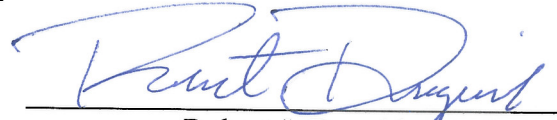
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Executed this 11th day of October, 2017.

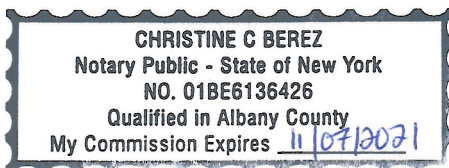

Robert J. Duguid

United States of America)
State of New York)
County of Albany)

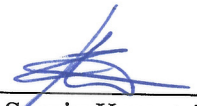
On this 11th day of October, 2017 before me, the
the undersigned notary public, personally appeared Robert J. Duguid
(name of document signer), proved to me through satisfactory evidence of identification,
which was New York State drivers license, to be the person whose name
is signed on the preceding or attached document in my presence.

Christine C. Berez (official signature and seal of notary)

My commission expires 11/07/2021.



Executed this 11th day of October, 2017.


Sergiy Krasutsky

United States of America)
State of New York)
County of Albany)

On this 11th day of October, 2017 before me, the
the undersigned notary public, personally appeared Sergiy Krasutsky
(name of document signer), proved to me through satisfactory evidence of identification,
which was New York State drivers license, to be the person whose name
is signed on the preceding or attached document in my presence.

Christine C. Berez (official signature and seal of notary)
My commission expires 11/07/2021.



ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Albany Molecular Research Inc., a corporation with offices at 26 Corporate Circle, Albany, New York 12203, United States of America (hereinafter referred to as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Vitae Pharmaceuticals, Inc.
400 Interpace Parkway
Parsippany, New Jersey 07054
United States

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

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United States Provisional Application No. 62/536,114, filed July 24, 2017

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Executed this 18th day of OCTOBER, 2017.



Albany Molecular Research Inc.

Name: LORI HENDERSON

Title: GENERAL COUNSEL & HEAD OF
BUSINESS DEVELOPMENT

Witness Signature: Karen Keilty

Name: KAREN KEILTY

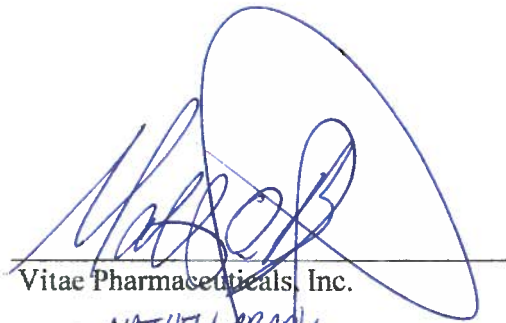
Witness Signature: Ben Miller

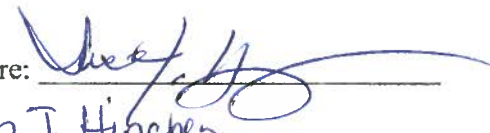
Name: BEN MILLER



Acceptance of Assignment by the Assignee:

Executed this 20th day of October, 2017.


Vitae Pharmaceuticals, Inc.
Name: MATTHEW BRADY
Title: VICE PRESIDENT

Witness Signature: 
Name: Susan J. Hinchey

Witness Signature: 
Name: CURTIS YEH

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "VITAE PHARMACEUTICALS, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "VITAE PHARMACEUTICALS, INC." TO "VITAE PHARMACEUTICALS, LLC", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2018, AT 10:05 O`CLOCK A.M.



A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

3394459 8100V
SR# 20188433992

Authentication: 204202739
Date: 12-31-18

You may verify this certificate online at corp.delaware.gov/authver.shtml

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY ACT

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:05 AM 12/31/2018
FILED 10:05 AM 12/31/2018
SR 20188433992 - File Number 3394459

- 1.) The jurisdiction where Vitae Pharmaceuticals, Inc. (the "Corporation") was first formed is Delaware.
- 2.) The jurisdiction of the Corporation immediately prior to filing this Certificate is Delaware.
- 3.) The date the Corporation first formed is May 21, 2001.
- 4.) The name of the Corporation immediately prior to filing this Certificate is Vitae Pharmaceuticals, Inc.
- 5.) The name of the Limited Liability Company as set forth in the Certificate of Formation is Vitae Pharmaceuticals, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Conversion on the 31st day of December, A.D. 2018.

By: /s/ Riccardo Mancuso
Name: Riccardo Mancuso
Title: Authorized Person

Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND
CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "VITAE
PHARMACEUTICALS, LLC" FILED IN THIS OFFICE ON THE THIRTY-FIRST
DAY OF DECEMBER, A.D. 2018, AT 10:05 O`CLOCK A.M.*



Jeffrey W. Bullock, Secretary of State

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Authentication: 204202739
Date: 12-31-18

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION
OF
VITAE PHARMACEUTICALS, LLC

The undersigned, an authorized natural person for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto), hereby certifies that:

ARTICLE I

The name of the limited liability company (the "Company") is **Vitae Pharmaceuticals, LLC**.

ARTICLE II

The address of the Company's registered office in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle, Delaware 19801. The name of the Company's registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 31st Day of December, 2018.

By: /s/ Riccardo Mancuso
Name: Riccardo Mancuso
Title: Authorized Person