

ASSIGNMENT

WHEREAS, we, Brian Goodman, Baundauna Bose, and Chris J. H. Davitt, have invented one or more inventions described in an application for Letters Patent of the United States, entitled **BACTERIAL EXTRACELLULAR VESICLES** the specification of which:

- ☐ is being executed herewith; and is about to be filed in the United States Patent Office;
- ☒ was filed on September 8, 2017 as U.S. Application No. 62/556,015 ;
- ☒ was filed on May 9, 2018 as U.S. Application No. 62/669,151 ;
- ☐ was filed on _____ as PCT Application No. _____ ;
- ☐ was patented on _____ as U.S. Patent No. _____ ;

WHEREAS, **Evelo Biosciences, Inc.**, (hereinafter "ASSIGNEE"), a corporation having principal offices at 620 Memorial Drive, Suite 200 West, Cambridge, Massachusetts 02139, desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention(s) as described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon, and any substitution, reissue, continuation, divisional, revival and foreign counterparts thereof and including the right to claim priority under any applicable statute, treaty or convention based on said application; said invention(s), application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, all choses in action pertaining to the applications or Letters Patent including the right to sue for and collect damages and other recoveries for past infringement thereof, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the prosecution, exploitation, or defense of rights and registrations pertaining to the applications or Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional, continuation or revival applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

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Witness: Kristie Barth Date: 8/29/18
Print Name: Kristie Barth

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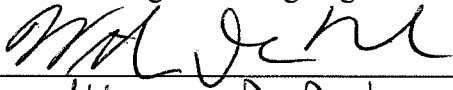
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Print Name: LOUISE FRANCIS ANDERSON

ACKNOWLEDGEMENT OF ASSIGNEE:

I hereby acknowledge the foregoing executed Assignment on behalf of **Evelo Biosciences, Inc.**,

By:  Date: 8/29/2018

Name: William D. DeVane

Title: Vice President, Intellectual Property