

AS. 146.369

Señora Directora
DIRECCIÓN DE NUEVAS CREACIONES
SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO

RESPUESTA A OFICIO No. 2860 DEL 28 DE FEBRERO DE 2020

REF: Expediente No. NC2020/0001981 - Solicitud de Patente Fase Nacional
A favor de **DRAGONFLY THERAPEUTICS, INC.**
Titulada: PROTEÍNAS QUE SE UNEN A NKG2D, CD16 Y FLT3

JUAN PABLO CADENA SARMIENTO, vecino de Bogotá, portador de la tarjeta profesional No. 57492, obrando como apoderado de la sociedad **DRAGONFLY THERAPEUTICS, INC.**, según lo acredita el documento de poder anexo al presente escrito, para dar cumplimiento al requerimiento notificado de manera automática el 02 de marzo de 2020, de acuerdo con los Artículos 38 y 39 de la Decisión 486 de la comisión de la Comunidad Andina me permito allegar:

1. Documento de poder conferido por el solicitante.
2. Documentos de cesión del derecho a la patente otorgados por los inventores al solicitante.

De la señora Directora atentamente,

JUAN PABLO CADENA SARMIENTO
C.C. No. 80.410.337 de Usaquén
Calle 70 Bis No. 4-41

Bogotá, 24 de marzo de 2020
JPC/jpg

PODER

Yo (nosotros), **DRAGONFLY THERAPEUTICS, INC.**

con domicilio en 35 Gatehouse Drive, Waltham, MA 02451, US.

Nombro(amos) a **JUAN PABLO CADENA SARMIENTO** y/o **MARTIN E. TORRES CARDOZO**, de Bogotá, Colombia, apoderados verdaderos y legales con poder especial, amplio y suficiente, para recabar de las oficinas y autoridades colombianas administrativas, judiciales y de policía, en cualquier instancia o recurso, la obtención de patentes de invención, registros de marcas, diseños industriales, modelos de utilidad, depósitos de nombres comerciales, lemas comerciales y enseñanzas, registros de derechos de autor y contratos sobre los mismos, obtención de certificados de obtentor de variedades vegetales, así como sus prórrogas, renovaciones, anotaciones de traspaso, cambios de nombre y/o domicilio y/o dirección; elaborar, tramitar y registrar contratos de licencia y licencias de cualesquiera clases; intervenir como demandante o como demandado en cualquier instancia y recurso ante cualquier juez, corporación, funcionario público o autoridad en acciones judiciales, administrativas y de policía tales como: oposiciones al registro de marcas; acciones de caducidad, cancelación y nulidad; acciones reivindicatorias, acciones derivadas de la obtención o explotación de licencias; acciones de competencia desleal; demandas penales; acciones de indemnización de perjuicios, reclamos y observaciones a solicitudes de patentes, diseños industriales, modelos de utilidad, en el ejercicio de medidas cautelares y en otras acciones o medidas similares.

A este efecto, lo(s) faculto(amos) para elevar solicitudes, formular descripciones, enmiendas, protestas, declaraciones, oposiciones, cancelaciones, nulidades, apelaciones y reclamos; pagar impuestos, cuotas y gravámenes prescritos por la ley; renunciar o desistirse a derechos concedidos o en curso de concesión; recibir toda clase de documentos y valores, dando el descargo respectivo, y, en general, para dar ante dichas autoridades todos los pasos necesarios al efecto indicado y tomar todas las medidas que creyeran conducentes al resguardo de mis (nuestros intereses), con todas las demás facultades legales necesarias.

Este poder comprende la facultad de ratificar o confirmar en mi (nuestro) nombre lo actuado, así como la facultad de desistirse, transigir, comprometer, y la de sustituirlo en todo o en parte y revocar sustituciones. Asimismo, nombro(amos) a **JUAN PABLO CADENA SARMIENTO** y/o **MARTIN E. TORRES CARDOZO**, domiciliado(s) en la Calle 70 Bis No. 4-41, mis (nuestros) apoderados en Colombia, con facultades para recibir notificaciones y designar apoderados judiciales o extrajudiciales.

Otorgado y firmado en

Hoy de de 2020

Firma

Nombre

Cargo

POWER OF ATTORNEY

I (We), **DRAGONFLY THERAPEUTICS, INC.**

domiciled in 35 Gatehouse Drive, Waltham, MA 02451, US.

Hereby appoints **JUAN PABLO CADENA SARMIENTO** and/or **MARTIN E. TORRES CARDOZO**, of Bogotá, Colombia, my (our) true and lawful attorneys with special, ample and sufficient power to obtain from the Colombian administrative, judicial and police offices and authorities, in any instance, privileges of patents of invention, registration of trademarks, industrial designs and utility models; registration of commercial names, slogans and emblems, registration of copyright and contracts related thereto, certificates of obtainers of vegetables varieties, as well as extensions, renewals and recordal of assignments and changes of name and domicile and/or address related to the above; to prepare, prosecute and register licenses of any kind; to act as plaintiff or defendant in any instance or recourse, and before any judge, corporation, public official or authority in judicial, administrative and police actions, such as: oppositions to the registration of trademarks; caducity, cancellation and nullity actions; claim actions derived from the obtaining or exploitation of licenses, action of unfair competition; criminal proceedings, actions for payment of damages: claims or observations on patent applications, models, industrial designs and utility models; in the exercise of preventive measures and in other actions or similar proceedings.

To that effect they hereby empowered to file applications, formulate descriptions, amendments, protests, declarations, oppositions, cancellations, nullities, appeals and claims; to pay taxes, quotas and assessments prescribed by law, renounce or waive the rights granted or in the process of granting; to receive all kinds of documents and valuables, giving the respective release of receipt, and, in general, to take before said authorities the necessary steps to such effect, and any measures that they may deem pertinent to the safeguard of my (our) interest(s) with all the other necessary legal powers.

This power includes the faculty to ratify or confirm desist, settle and compromise on my (our) behalf, and to substitute this power in whole or in part and to revoke substitutions. At the same time, I (We) hereby appoint **JUAN PABLO CADENA SARMIENTO** and/or **MARTIN E. TORRES CARDOZO**, domiciled in Calle 70 Bis No. 4-41, my (our) attorney(s) in fact, with powers to receive notifications and to designate judicial and extrajudicial attorneys.

Granted and signed in Waltham MA

This 20th day of February of 2020

Signature [Signature]

Name Gary A. Martell

Title Chief Financial Officer

AMY LEWIS
Notary Public, State of New York
No. 01LE6180070
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Jan. 7, 2024



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 15, 2018

PTAS

GOODWIN PROCTER LLP / PATENT
ADMINISTRATOR
100 NORTHERN AVENUE
BOSTON, MA 02210

504959216

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 06/13/2018

REEL/FRAME: 046081/0099
NUMBER OF PAGES: 8

BRIEF: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: DFY-027PR

ASSIGNOR:
CHANG, GREGORY P.

DOC DATE: 05/09/2018

ASSIGNOR:
CHEUNG, ANN F.

DOC DATE: 05/09/2018

ASSIGNOR:
HANEY, WILLIAM

DOC DATE: 05/08/2018

ASSIGNEE:
DRAGONFLY THERAPEUTICS, INC.
35 GATEHOUSE DRIVE
WALTHAM, MASSACHUSETTS 02451

APPLICATION NUMBER: 62539421

FILING DATE: 07/31/2017

PATENT NUMBER:

ISSUE DATE:

TITLE: PROTEINS BINDING FLT3, NKG2D AND CD16

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Gregory P. Chang; Ann F. Cheung; and William Haney (hereinafter referred to as Assignors), respectively;

WHEREAS, Bradley M. Lunde, Bianka Prinz, and Assignors have invented certain new and useful improvements in PROTEINS BINDING FLT3, NKG2D AND CD16, *set forth in a Provisional application for Letters Patent of the United States, already filed on July 31, 2017 as U.S. Application No. 62/539,421; and*

WHEREAS, Dragonfly Therapeutics, Inc., a corporation having its principal place of business at 35 Gatehouse Drive, Waltham, Massachusetts 02451 (hereinafter referred to as Assignee), is desirous of acquiring all of Assignors' right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, Assignors' entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, and the right to claim priority from the above-mentioned application for any such applications and Letter Patent, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and

delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors' right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Provisional application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

GOODWIN PROCTER LLP

All practitioners at Customer Number 051414

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

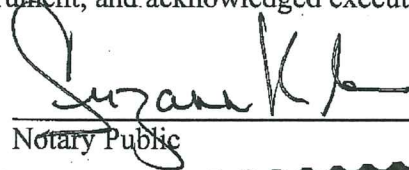


Gregory P. Chang

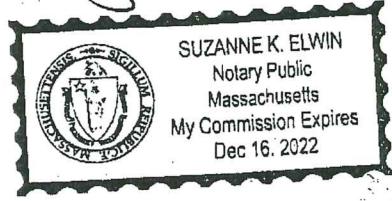
Date: 5/9/18

United States of America)
State of MASSACHUSETTS) ss.:
County of MIDDLESEX)

On this 9 day of MAY, 2018, before me
personally came Gregory P. Chang, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.



Notary Public

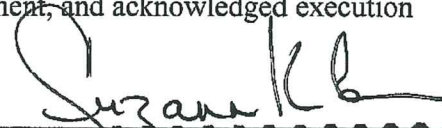


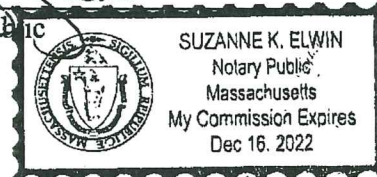

Ann F. Cheung

Date: 5/9/18

United States of America)
State of MASSACHUSETTS) ss.:
County of MIDDLESEX)

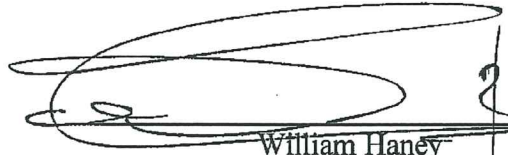
On this 9 day of MAY, 2018, before me
personally came Ann F. Cheung, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public



Date:

5/8/18


William Haney

United States of America

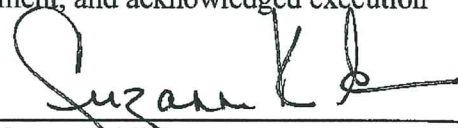
State of

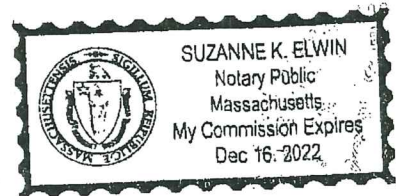
MASSACHUSETTS ss.:

County of

MIDDLESEX

On this 8 day of MAY, 2018, before me
personally came William Haney, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public

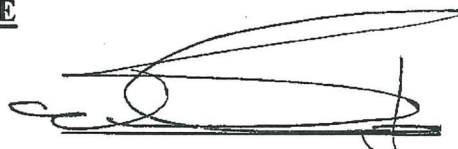


Accepted by:

ASSIGNEE'S AUTHORIZED REPRESENTATIVE

Date: May 9, 2018

Signature:

A handwritten signature in black ink, appearing to read 'W. M. Haney', written over a horizontal line.

Representative's Name: WILLIAM M. HANEY

Representative's Title: CEO

ACTIVE/92877574.1

AMY LEWIS
Notary Public, State of New York
No. 01LE6180070
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Jan. 7, 2024



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

FEBRUARY 28, 2018

PTAS

GOODWIN PROCTER LLP / PATENT
ADMINISTRATOR
100 NORTHERN AVENUE
BOSTON, MA 02210

504795402

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 02/27/2018

REEL/FRAME: 045050/0857
NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: DFY-027PR

ASSIGNOR:
LUNDE, BRADLEY M.

DOC DATE: 02/08/2018

ASSIGNOR:
PRINZ, BIANKA

DOC DATE: 02/08/2018

ASSIGNEE:
ADIMAB, LLC
7 LUCENT DRIVE
LEBANON, NEW HAMPSHIRE 03766

APPLICATION NUMBER: 62539421

FILING DATE: 07/31/2017

PATENT NUMBER:

ISSUE DATE:

TITLE: PROTEINS BINDING FLT3, NKG2D AND CD16

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Bradley M. Lunde, and Bianka Prinz (hereinafter referred to as Assignors), respectively;

WHEREAS, Gregory P. Chang; Ann F. Cheung; William Haney; and Assignors have invented certain new and useful improvements in PROTEINS BINDING FLT3, NKG2D AND CD16, *set forth in* a Provisional application for Letters Patent of the United States, already filed on July 31, 2017 as U.S. Application No. 62/539,421; and

WHEREAS, Adimab, LLC, a limited liability company having its principal place of business at 7 Lucent Drive, Lebanon, New Hampshire 03766 (hereinafter referred to as Assignee), is desirous of acquiring all of Assignors' right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, Assignors' entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, and the right to claim priority from the above-mentioned application for any such applications and Letter Patent, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and

delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors' right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Provisional application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

GOODWIN PROCTER LLP

All practitioners at Customer Number 051414

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Brad Lunde

Bradley M. Lunde

Date: 2/8/18

United States of America)
State of NH) ss.:
County of Grafton)

On this 8th day of Feb, 2018, before me
personally came Bradley M. Lunde, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

U. Sharples
Notary Public

URSULA M. SHARPLES, Notary Public
State of New Hampshire
My Commission Expires September 13, 2022

Bianka Prinz
Bianka Prinz

Date: 2/8/18

United States of America)
State of NH) ss.:
County of Grafton)

On this 8th day of Feb, 2018, before me
personally came Bianka Prinz, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

U. Sharples
Notary Public

URSZULA M. SHARPLES, Notary Public
State of New Hampshire
My Commission Expires September 13, 2022

Accepted by:

ASSIGNEE'S AUTHORIZED REPRESENTATIVE

Date:

2/8/2018

Signature:

Eric Krawland

Representative's Name:

ERIC KRAWLAND

Representative's Title:

CSO

ACTIVE/92877532.1

AMY LEWIS
Notary Public, State of New York
No. 01LE6180070
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Jan. 7, 2024



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

NOVEMBER 13, 2019

PTAS

GOODWIN PROCTER LLP - PATENT
ADMINISTRATOR
100 NORTHERN AVENUE
BOSTON, MA 02210

505768990

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 11/12/2019

REEL/FRAME: 050983/0536
NUMBER OF PAGES: 8

BRIEF: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: DFY-027WO

ASSIGNOR:
CHANG, GREGORY P.

DOC DATE: 09/30/2019

ASSIGNOR:
CHEUNG, ANN F.

DOC DATE: 09/18/2019

ASSIGNOR:
HANEY, WILLIAM

DOC DATE: 09/18/2019

ASSIGNEE:
DRAGONFLY THERAPEUTICS, INC.
35 GATEHOUSE DRIVE
WALTHAM, MASSACHUSETTS 02451

APPLICATION NUMBER:
PATENT NUMBER:
PCT NUMBER: US2018044610
TITLE: PROTEINS BINDING NKG2D, CD16 AND FLT3

FILING DATE: 07/31/2018
ISSUE DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Gregory P. Chang; Ann F. Cheung; and William Haney (the "Assignors");

WHEREAS, Bradley M. Lunde, Bianka Prinz, and Assignors have invented certain new and useful improvements in PROTEINS BINDING NKG2D, CD16 AND FLT3, set forth in International Application No. PCT/US2018/044610, filed on July 31, 2018 (the "Application"); and

WHEREAS, Dragonfly Therapeutics, Inc., a corporation having its principal place of business at 35 Gatehouse Drive, Waltham, Massachusetts 02451 (the "Assignee"), is desirous of acquiring all of Assignors' right, title and interest in and to said inventions and said Application, and in and to any letters patent to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, Assignors' entire right, title and interest in and to the above-mentioned inventions and Application, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said Application, and any and all letters patent in the United States and all foreign countries and regions which may be granted therefor and thereon, and reissues, reexaminations and extensions of said letters patent, and all rights under any and all United States laws and foreign and international agreements, treaties or laws relating to the protection of industrial property, including but not limited to any cause(s) of action and damages accruing prior to this assignment, including all rights to exclude others from practicing the claimed inventions and all rights to seek any and all remedies in law or equity, including damages and injunctive relief, for past, present, and future infringement, and the right to claim priority from the above-mentioned Application for any such applications and letters patent (collectively, the "Patent Rights"), the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent may be

granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors' right, title and interest in and to the said inventions and Patent Rights above-mentioned, are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

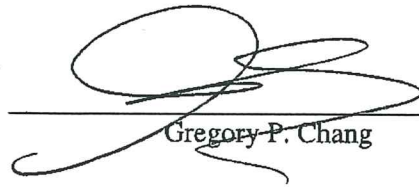
AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any of the Patent Rights, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions or Patent Rights is lawful and desirable.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

GOODWIN PROCTER LLP

All practitioners at Customer Number 051414

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

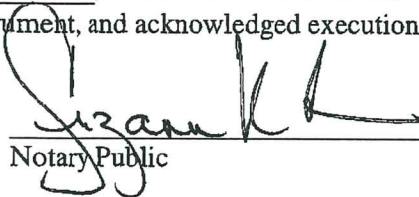


Gregory P. Chang

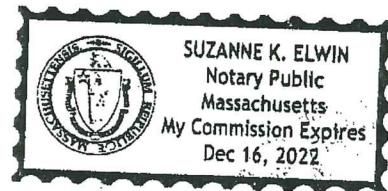
Date: 30 Sept 2019

United States of America)
State of MASSACHUSETTS) ss.:
County of MIDDLESEX)

On this 30TH day of SEPT., 2019, before me
personally came Gregory P. Chang, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.



Notary Public



Date:

9/18/19

United States of America)

State of

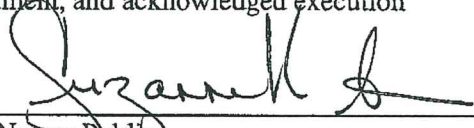
MASSACHUSETTS)

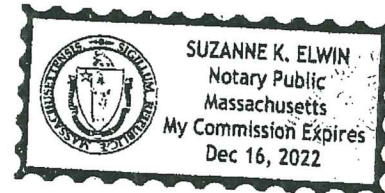
ss.:

County of

MIDDLESEX)

On this 18TH day of SEPT., 2019, before me personally came William Haney, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public



Accepted by:

ASSIGNEE'S AUTHORIZED REPRESENTATIVE

Date: 9/18/11

Signature:



Representative's Name: WILLIAM M HANEY

Representative's Title: CEO



AMY LEWIS
Notary Public, State of New York
No. 01LE6180070
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Jan. 7, 2024



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JULY 19, 2018

PTAS

GOODWIN PROCTER LLP - PATENT
ADMINISTRATOR
100 NORTHERN AVENUE
BOSTON, MA 02210

505009013

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 07/18/2018

REEL/FRAME: 046383/0216
NUMBER OF PAGES: 10

BRIEF: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: DFY-027PR

ASSIGNOR:
ADIMAB, LLC

DOC DATE: 06/20/2018

ASSIGNEE:
DRAGONFLY THERAPEUTICS, INC.
35 GATEHOUSE DRIVE
WALTHAM, MASSACHUSETTS 02451

APPLICATION NUMBER: 62539421

FILING DATE: 07/31/2017

PATENT NUMBER:

ISSUE DATE:

TITLE: PROTEINS BINDING FLT3, NKG2D AND CD16

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

ASSIGNMENT/CONFIRMATION OF ASSIGNMENT OF PATENT RIGHTS

This Confirmatory Assignment, dated June 18th 2018 (the "Effective Date") is made by and between Adimab, LLC, a Delaware limited liability company having an address at 7 Lucent Drive, Lebanon, NH 03766, U.S.A. ("Assignor"), and Dragonfly Therapeutics, Inc., a corporation organized and existing under the laws of Delaware having business offices at 35 Gatehouse Drive, Waltham, MA 02451, U.S.A. ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Collaboration Agreement dated June 6, 2016, and its amendments dated May 19, 2017; and February 6, 2018 (the "Agreement");

WHEREAS, prior to the transfer memorialized pursuant to this Confirmatory Assignment, Assignor was in possession of all right, title and interest in, to and under the patents and patent applications listed on Schedule A attached hereto together with the invention(s) described therein (the "Invention") and any application(s), and their continuation(s), continuation(s)-in-part, divisional(s), reissue(s), reexamination(s), extension(s), and substitution(s) thereof and Letter(s) Patent issuing thereon (collectively, the "Patent Rights"); and

WHEREAS, pursuant to the Agreement and the Option Exercise Notice dated February 13, 2018, Assignor has transferred all of its right, title and interest in, to and under the Patent Rights and the Invention to Assignee;

NOW THEREFORE, for valuable consideration of US \$1.00, the receipt, adequacy and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree:

Assignor, has sold, assigned, transferred and set over unto the said Assignee, its successors, legal representatives and assigns, and, solely to the extent that Assignor holds any of the rights, title, and/or interest in, to, and under the Patent Rights or the Invention or as otherwise specified in this paragraph, Assignor does hereby sell, assign, transfer, and set over unto the said Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in, to and under the said Invention, and the said Patent Rights and all applications claiming priority thereto under 35 U.S.C. § 119(e) and all divisions, renewals and continuations thereof, and all patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may be filed for said Invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said Patent Rights under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said Invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and all right to sue for infringement including past infringement and including all rights to exclude others from

Assignment / Confirmation of Assignment
of Patent Rights
Page 2 of 8

practicing the claimed inventions, and all rights to seek any and all remedies in law or equity, including damages and injunctive relief, for past, present, and future infringement.

Assignor hereby authorizes and requests the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Confirmatory Assignment.

Assignor hereby covenants and agrees that Assignor has not executed, and will not execute, any agreement in conflict herewith.

Assignor hereby further covenants and agrees that Assignor will communicate to the Assignee, its successors, legal representatives and assigns, any facts known to Assignor respecting said Invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Invention in all countries, but at its or their expense.

And, Assignor hereby authorizes the Assignee to record ownership of the Patent application and any patents issued thereon directly in Assignee's own name in any jurisdiction, municipality or agency in which recordation is required.

IN WITNESS WHEREOF, each of Assignor's and Assignee's authorized representatives has duly executed this Agreement as of the Effective Date.

[Signature Page Follows]

ADIMAB, LLC (Assignor)

By: 

Print Name: ERIC KRAULAND

Title: CHIEF SCIENTIFIC OFFICER

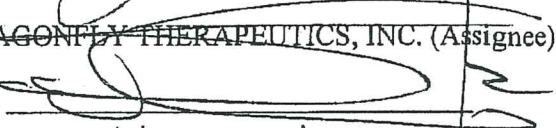
Date: 6/20/2018

Witness:

6/20/2018
Date



DRAGONFLY THERAPEUTICS, INC. (Assignee)

By: 

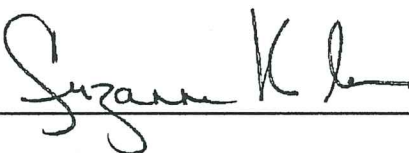
Print Name: WILLIAM M HANEY

Title: CHIEF EXECUTIVE OFFICER

Date: 6/25/18

Witness:

6/25/18
Date



SCHEDULE A

<u>DOCKET</u> <u>NO.</u>	<u>TITLE</u>	<u>APPLICATION</u> <u>NO.</u>	<u>FILING DATE</u>

Assignment / Confirmation of Assignment
of Patent Rights
Page 5 of 8

<u>DOCKET NO.</u>	<u>TITLE</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
DFY-027PR	PROTEINS BINDING FLT3, NKG2D AND CD16	62/539421	July 31, 2017

Assignment / Confirmation of Assignment
of Patent Rights
Page 6 of 8

<u>DOCKET NO.</u>	<u>TITLE</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>

Assignment / Confirmation of Assignment
of Patent Rights
Page 7 of 8

<u>DOCKET</u> <u>NO.</u>	<u>TITLE</u>	<u>APPLICATION</u> <u>NO.</u>	<u>FILING DATE</u>

Assignment / Confirmation of Assignment
of Patent Rights
Page 8 of 8

<u>DOCKET</u> <u>NO.</u>	<u>TITLE</u>	<u>APPLICATION</u> <u>NO.</u>	<u>FILING DATE</u>

ACTIVE/94576971.1