

Dated: October 29, 2019

Parties

- (1) **New Pharma Licence Holdings Limited** a company established under the laws of Malta whose address is 103 Palazzo Pietro Sitges, Strait Street, Valletta, Vlt 1436, Malta (the **Assignor**).
- and
- (2) **Spero Therapeutics, Inc.** a company established under the laws of the State of Delaware, and whose address is 675 Massachusetts Avenue, 14th Floor, Cambridge, Massachusetts 02139, USA (the **Assignee**)

Agreed terms

1. Definition

The following definitions and rules of interpretation apply in this Assignment.

Assigned Rights means the Patents and all the Intellectual Property Rights therein.

Intellectual Property Rights means the patents, rights to inventions and all other intellectual property rights, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Patents means the patents and patent applications, short particulars of which are set out in Schedule 1.

2. Assignment

For good and valuable consideration (receipt and sufficiency of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Assigned Rights including (but not limited to):

- (a) The Patents;
- (b) The right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Assignment.

3. Further assurance

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and perform such acts as may be required for the purpose of giving full effect to this Assignment.

4. Counterparts

This Assignment may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each party has executed at least one counterpart.

This Assignment has been entered into on the date stated at the beginning of it.

Schedule 1: Patents

Ref:	Country	Application No.	Patent / Publication No.	Status	Filing date
NPLH 18 Family - ABX0037					
NPLH 18 US P	USA	61/561361	-	Expired	18/11/2011
NPLH 18 WO	PCT	PCT/GB2012/052844	WO 2013/072695	Expired	16/11/2012
NPLH 18 US	USA	14/356868	US 9,234,006	Granted	16/11/2012
NPLH 18 AU	Australia	2012338571	2012338571B2	Abandoned	16/11/2012
NPLH 18 BR	Brazil	BR1120140120161	-	Abandoned	16/11/2012
NPLH 18 CA	Canada	2855916	-	Abandoned	16/11/2012
NPLH 18 CN	China	201280055987.6	CN103946233A	Abandoned	16/11/2012
NPLH 18 CO	Colombia	14-128978	CO7061068	Abandoned	16/11/2012
NPLH 18 EA	Eurasian Patent	201490634	EA024792 B1	Abandoned	16/11/2012
NPLH 18 EG	Egypt	PCT777/2014	-	Abandoned	16/11/2012
NPLH 18 EP	EPO	12797961.5	EP 2780357	Abandoned	16/11/2012
NPLH 18 GF	Gulf Cooperation Council	2012/22819	-	Abandoned	17/11/2012
NPLH 18 ID	Indonesia	P00201403570	2015/03973	Abandoned	16/11/2012
NPLH 18 IL	Israel	232278	-	Abandoned	16/11/2012
NPLH 18 IN	India	657/MUMNP/2014	-	Abandoned	16/11/2012
NPLH 18 JP	Japan	2014-541753	JP 6185920	Abandoned	16/11/2012
NPLH 18 KR	South Korea	10-2014-7014427	10-2014-0091724	Withdrawn	16/11/2012
NPLH 18 MX	Mexico	MX/A/2014/005542	MX355217 B	Abandoned	16/11/2012
NPLH 18 SG	Singapore	11201402390P	-	Abandoned	16/11/2012
NPLH 18 TW	Taiwan	101142961	I608019	Abandoned	16/11/2012
NPLH 18 VN	Vietnam	1-2014-02002	-	Abandoned	16/11/2012
NPLH 18 ZA	South Africa	2014/03100	-	Abandoned	16/11/2012

Ref:	Country	Application No.	Patent / Publication No.	Status	Filing date
NPLH 20 Family - ABX0036					
NPLH 20 GB	GB	1309248.1	-	Lapsed	22/05/2013
NPLH 20 WO	PCT	PCT/GB2014/051547	WO 2014/188178	Expired	21/05/2014
NPLH 20 US	USA	14/892757	US 2016/0222061	Allowed	21/05/2014
NPLH 20 AR	Argentina	20140102014	AR096370 A1	Pending	21/05/2014
NPLH 20 BR	Brazil	BR1120150293093	-	Pending	21/05/2014
NPLH 20 CA	Canada	CA2939061	-	Pending	21/05/2014
NPLH 20 CN	China	201480029145.2	CN 105308065 A	Pending	21/05/2014
NPLH 20 EP	EPO	14726731.4	EP 2999711 A	Allowed	21/05/2014
NPLH 20 HK	Hong Kong	16109519.5	1221474	Pending	21/05/2014
NPLH 20 JP	Japan	2016-514479	JP 2016-527186	Pending	21/05/2014
NPLH 20 KR	South Korea	10-2015-7035048	10-2016-0009041	Pending	21/05/2014
NPLH 20 RU	Russia	2015148032	-	Pending	21/05/2014
NPLH 20 TW	Taiwan	103117787	I665218 B	Granted	21/05/2014
NPLH 20 VN	Venezuela	2014-000634	-	Pending	21/05/2014
NPLH 21 Family - ABX0038					
NPLH 21 GB	GB	1404301.2	-	Lapsed	11/03/2014
NPLH 22 GB	GB	1421019.9	-	Lapsed	26/11/2014
NPLH 21 WO	PCT	PCT/EP2015/055046	WO 2015/135976	Expired	11/03/2015
NPLH 21 US	USA	15/125,415	2017-0073373	Pending	11/03/2015
NPLH 21 AU	Australia	2015228898	AU 2015228898 B	Granted	11/03/2015
NPLH 21 AR	Argentina	20150100724	AR 096370 A	Pending	11/03/2015
NPLH 21 BR	Brazil	BR1120160209982	-	Pending	11/03/2015
NPLH 21 CA	Canada	2940455 A	-	Pending	11/03/2015
NPLH 21 CN	China	201580011858.0	CN106232617	Pending	11/03/2015
NPLH 21 EP	EPO	15715172.1	EP 3116897 A	Allowed	11/03/2015

Ref:	Country	Application No.	Patent / Publication No.	Status	Filing date
NPLH 21 HK	Hong Kong	17105052.5	1240940A	Pending	11/03/2015
NPLH 21 JP	Japan	JP2017510570	2017-510570	Pending	11/03/2015
NPLH 21 KR	South Korea	KR 20160135739	-	Pending	11/03/2015
NPLH 21 IL	Israel	247243	-	Pending	11/03/2015
NPLH 21 MX	Mexico	MX/A/2016/011682	359104	Granted	11/03/2015
NPLH 21 RU	Russia	2016139978	-	Pending	11/03/2015
NPLH 21 TW	Taiwan	104107773	201617362	Pending	11/03/2015
NPLH 23 Family - ABX0045					
NPLH 23 GB	GB	1421020.7	-	Lapsed	26/11/2014
NPLH 24 GB	GB	1516059.1	-	Lapsed	10/09/2015
NPLH 23 WO	PCT	PCT/EP2015/077821	WO 2016/083531	Expired	26/11/2015
NPLH 23 US	USA	15/529786	US 2018/0030092	Pending	26/11/2015
NPLH 23 AR	Argentina	20150103879	AR102803A1	Pending	26/11/2015
NPLH 23 AU	Australia	2015352440	-	Pending	26/11/2015
NPLH 23 CA	Canada	CA2968902	-	Pending	26/11/2015
NPLH 23 CN	China	CN20152968902	CN 107108699 A	Pending	26/11/2015
NPLH 23 EP	EPO	15801162.7	EP 3224273 A	Pending	26/11/2015
NPLH 23 HK	Hong Kong	17110655.6	1236957A	Pending	26/11/2015
NPLH 23 JP	Japan	2017538692	-	Pending	26/11/2015
NPLH 23 TW	Taiwan	104139459	201625664	Pending	26/11/2015
NPLH 25 Family - ABX0053					
NPLH 25 US P	USA	US 62/689,602	-	Expired	25/06/2018
NPLH 25 WO	PCT	PCT/EP2019/066819	-	Pending	25/06/2019
NPLH 25 AR	Argentina	20190101764	-	Pending	25/06/2019
NPLH 25 TW	Taiwan	108122117	-	Pending	25/06/2019

Signed by 

A director or other authorised signatory for and on
behalf of **New Pharma Licence Holdings Limited**

Ankit Mahadevia

Director



Witness

Full name: James Blackington

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Hingham MA 02043

Bernany Calagione

Witness:

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Nationality: US

Address: 112 Newbury St 2R
Boston MA 02116

Signed by 

A director or other authorised signatory for and on
behalf of **Spero Therapeutics, Inc.**

Ankit Mahadevia

Director



Witness

Full name: James Blackington

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Bernany Calagione

Witness:

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Signatures for the Assignor and Assignee to be made in the presence of a notary public and legalised up to
Apostille

COMMONWEALTH OF MASSACHUSETTS

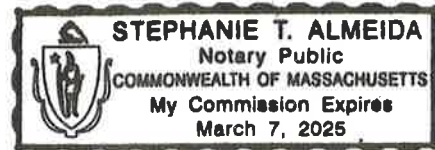
On this 29th day of October, 2019, before me, the undersigned notary public, Ankit Mahadevia (name of document signer) personally appeared, proved to me through satisfactory of identification, which were MA Drivers License to be the person whose name is signed on the preceding or attached document in my presence.

(Official signature and seal of notary public)

Stephanie T. Almeida

Notary Public

My commission expires: March 7, 2025



The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: United States of America

This public document

2. has been signed by: **Stephanie T Almeida**

3. acting in the capacity of: Notary Public

4. bears the seal/stamp of: **Stephanie T Almeida**
whose commission expires on: March 7, 2025

Certified

5. at: Boston, Massachusetts

6. the: 6 November, 2019

7. by: the Secretary of the Commonwealth

8. No.: **2168648**

9. Seal/stamp:

Great Seal of the Commonwealth

10. Signature:

William Francis Galvin

William Francis Galvin
Secretary of the Commonwealth

