

ASSIGNMENT OF INVENTION & PATENT RIGHTS

Parties

- (1) **COLEMAN, SCOTT** c/o Spero Therapeutics, 675 Massachusetts Avenue, 14th Floor, Cambridge MA 02139, USA (the **"Inventor"**);
- (2) **SPERO THERAPEUTICS** whose principal office is at 675 Massachusetts Avenue, 14th Floor, Cambridge MA 02139, USA (the **"Employer"**); and
- (3) **NEW PHARMA LICENCE HOLDINGS LIMITED** whose principal office is at 103 Palazzo Pietro Stiges, Strait Street, VLT 1436 Valletta, Malta (the **"Assignee"**)

Agreed terms

1. Definitions

The definitions in this clause apply in this Assignment.

"Invention" means the invention entitled COMPOUNDS, being the subject matter of the Priority Application.

"Patent Applications" means the Priority Application and any future applications claiming priority from the Priority Application and all matter contained in such future applications, including (without limitation):

- (a) international, national and regional phase applications of all such applications; and
- (b) divisions, continuations and continuations-in-part of all such applications; and
- (c) patents that may be granted pursuant to any of the aforesaid applications for their full period, including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates.

"Priority Application" means the priority patent application, short particulars of which are set out in Part 1 of the Schedule.

2. Assignment

In consideration of the sum of £1 (sufficiency and receipt of which the Inventor and the Employer expressly acknowledge), the Inventor and the Employer each hereby assigns absolutely to the Assignee all their right, title and interest in all countries, regions and territories of the world in, to and arising from the Invention and, with effect from immediately prior to the filing of each, the Patent Applications, including (but not limited to):

- (a) in respect of the Invention and any invention that shall be disclosed in, and all matter that shall be contained in, any of the Patent Applications, the right to file applications, claim priority from such applications, and prosecute and obtain grant of patent or other intellectual property protection in respect of any country, region or territory in the world;
- (b) in respect of each and any Patent Application:

- (i) the right to claim priority from and to prosecute and obtain grant of patents; and
- (ii) the right to file divisional applications based on the Patent Applications and to prosecute and obtain grant of patent on each and any such divisional application;
- (c) the right to extend to, or register in or in respect of any country, region or territory in the world, each and any of the Patent Applications and to extend to or register in, or in respect of, any country, region or territory in the world any patent or other intellectual property protection granted on any of such applications;
- (d) the absolute entitlement to any patents granted pursuant to any Patent Application; and
- (e) the right to bring, make, oppose or defend claims or actions, appeal proceedings and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of the Inventions and the Patent Applications, whether occurring before on or after the date of this Assignment.

3. Further assurance

The Inventor and the Employer shall, at the Assignee's cost, perform all further acts and things, and execute all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment, including (but not limited to):

- (a) documents required to be signed by or on behalf of the Inventor or the Employer in the course of any applications which relate to the Invention or to any inventions that shall be disclosed in any of the Patent Applications;
- (b) registration of the Assignee as applicant for, or proprietor of, the Patent Applications; and
- (c) assisting the Assignee in obtaining, defending and enforcing any of the Patent Applications, and assisting with any other proceedings which may be brought by or against the Assignee by any third party or in the resolution of any question concerning the Invention, or the Patent Applications or any inventions that shall be disclosed in any of the Patent Applications.

4. Right to amend the Schedule

The Inventor, the Employer and the Assignee grant the firm of Mewburn Ellis LLP the right to insert in Part 2 of the Schedule to this Assignment any further identification of any existing or future patent applications in any countries, regions or territories of the world, which shall fall within the scope of clause 2 above, or as may be necessary or desirable in order to comply with the rules of a patent office for the recordal of this Assignment.

5. Counterparts

This Assignment may be executed in any number of counterparts, each of which when executed shall constitute an original of this Assignment, but all the counterparts shall together constitute the same agreement.

6. Governing law and jurisdiction

This Assignment is governed by the laws of England and Wales and subject to the exclusive jurisdiction of its courts.

Schedule: The Patent Applications

Part 1: Priority Application

Country	Application No.	Application Date	Title
US	62/689602	25 June 2018	COMPOUNDS

Part 2: Identification of some, but not necessarily all, patent applications falling within the scope of clause 2 of this Assignment

Country/region	Application No.	Application Date	Title	Signature for Mewburn Ellis LLP

Executed by **SCOTT COLEMAN** in the
presence of:


SIGNATURE OF INVENTOR


SIGNATURE OF WITNESS

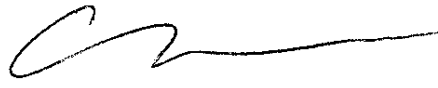
NAME: Melissa Stundick

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OCCUPATION: Exec. Dir., Strategic Alliances, Spero Therapeutics

DATE: 11/1/18

Executed by **SPERO THERAPEUTICS** acting
by Arkit Maheshwari a director, in the
presence of:


SIGNATURE OF A DIRECTOR


SIGNATURE OF WITNESS

NAME: Evan Rimer

ADDRESS: 2 Morin Rd., Newburyport, MA 01950

OCCUPATION: Executive Asst., Spero Therapeutics

DATE: 11/1/18

Executed by **NEW PHARMA LICENCE
HOLDINGS LIMITED** acting by

Arkit Maheshwari a director, in the
presence of:


SIGNATURE OF A DIRECTOR


SIGNATURE OF WITNESS

NAME: Evan Rimer

ADDRESS: 2 Morin Rd., Newburyport, MA 01950

OCCUPATION: Executive Asst., Spero Therapeutics

DATE: 11/1/18