

**CUESTA & ASOCIADOS, ABOGADOS**

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Bogotá, D.C., Colombia

[www.cuestalawyers.com](http://www.cuestalawyers.com)

Respuesta Requerimiento

EXP: NC2020/0016080



**Señora**

**Edna Marcela Ramírez Orozco**

**Directora de Nuevas Creaciones**

**Superintendencia de Industria y Comercio**

**E. S. D.**

**Referencia:** Solicitud de la PCT Patente de Invención denominada **Compuestos.**

**Asunto:** Respuesta Requerimiento No. 16460 del 30 de diciembre de 2020.

**Expediente No.** NC2020/0016080

**Juan Carlos Cuesta Quintero**, mayor de edad, identificado como aparece al pie de mi firma, obrando en mi calidad de apoderado de la sociedad **Spero Therapeutics, Inc.**, en atención al Requerimiento No. 16460 del 30 de diciembre de 2020, adjunto lo siguiente:

**1. Cesión:**

Informamos respetuosamente a este Despacho que con la presentación de la solicitud inicial, se presentaron los siguientes documentos:

Declaración presentada en fase internacional bajo la Regla 4.17.

Documentos de cesión debidamente suscrito entre los inventores y el representante legal de la sociedad **Spero Therapeutics, Inc.**

No obstante lo anterior, aprovechamos esta oportunidad para presentar nuevamente los documentos enunciados.

Cordialmente,

**Juan Carlos Cuesta Quintero.**

C.C. 79.339.809 de Bogotá

T.P. 43.273 del C.S. de la J.

From the INTERNATIONAL BUREAU

**PCT**NOTIFICATION RELATING TO  
DECLARATION MADE UNDER PCT RULE 4.17(PCT Rules 26ter and 48.2(a)(x)  
and Administrative Instructions, Section 419)

To:

MEWBURN ELLIS LLP  
City Tower  
40 Basinghall Street  
London Greater London EC2V 5DE  
ROYAUME-UNI

|                                                                           |                                                                                |
|---------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Date of mailing (day/month/year)<br><b>23 September 2019 (23.09.2019)</b> |                                                                                |
| Applicant's or agent's file reference<br><b>007458243</b>                 | <b>IMPORTANT NOTIFICATION</b>                                                  |
| International application No.<br><b>PCT/EP2019/066819</b>                 | International filing date (day/month/year)<br><b>25 June 2019 (25.06.2019)</b> |
| Applicant<br><b>NEW PHARMA LICENCE HOLDINGS LIMITED</b>                   |                                                                                |

- The applicant is hereby **notified** of the following regarding the declaration indicated below in respect of **BROWN, Pamela et al. :**
  - ☐ declaration as to the identity of the inventor (Rules 4.17(i) and 51bis.1(a)(i) and Section 211)
  - ☐ declaration as to the applicant's entitlement, as at the international filing date, to apply for or be granted a patent (Rules 4.17(ii) and 51bis.1(a)(ii) and Section 212)
  - ☐ declaration as to the applicant's entitlement, as at the international filing date, to claim priority of the earlier application (Rules 4.17(iii) and 51bis.1(a)(iii) and Section 213)
  - ☒ declaration of inventorship (for the purposes of the designation of the United States of America) (Rules 4.17(iv) and 51bis.1(a)(iv) and Section 214)
  - ☐ declaration as to non-prejudicial disclosures or exceptions to lack of novelty (Rules 4.17(v) and 51bis.1(a)(v) and Section 215)
- ☒ **Addition or correction of the declaration within the time limit under Rule 26ter.1.**  
The added or corrected declaration was received on **12 September 2019 (12.09.2019)** , which was within the time limit under Rule 26ter.1.  
Any declaration referred to under items 1(i) to (v), whether or not the declaration complies with Rule 4.17, will be published as part of the international application pursuant to Rule 48.2(a)(x).
- ☐ **Failure to add or correct the declaration within the time limit under Rule 26ter.1.**  
The declaration was received on which was **after** the expiration of the time limit under Rule 26ter.1; therefore, that declaration, as added or corrected, referred to under items 1(i) to (v) will **not** be published as part of the international application, and any signed declaration referred to under item 1(iv) is attached. **Such declaration should be submitted by the applicant directly to the designated Office(s) concerned.**
- The applicant's attention is drawn to Rule 51bis.2 which provides that the designated Office shall not, unless it may reasonably doubt the veracity of the declaration concerned, require any document or evidence relating to the subject matter of any declaration complying with Rule 4.17(i) to (iv) which is contained in the request or submitted to the International Bureau or directly to the designated Office. Note, however, that Rule 51bis.2 may not apply in respect of certain States. For further information, see Notes to the request form, Box No. VIII.
- A copy of this notification is being sent to the receiving Office and the International Searching Authority.

|                                                                                               |                                                                                                               |
|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| The International Bureau of WIPO<br>34, chemin des Colombettes<br>1211 Geneva 20, Switzerland | Authorized officer<br><br><b>Suaton Sophie</b><br>e-mail pct.team5@wipo.int<br>Telephone No. +41 22 338 74 05 |
|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|

**Box No. VIII (iv) DECLARATION: INVENTORSHIP** (only for the purposes of the designation of the United States of America)  
*The declaration must conform to the following standardized wording provided for in Section 2.14, see Notes to Boxes Nos. VIII (iv) to (vi) (in general) and the specific Notes to Box No. VIII (iv). If this Box is not used, this sheet should not be included in the request.*

**Declaration of inventorship (Rules 4.17(iv) and 5.1bis.1(a)(iv))  
 for the purposes of the designation of the United States of America:**

I hereby declare that I believe I am the original inventor or an original joint inventor of a claimed invention in the application.

This declaration is directed to the international application of which it forms a part (if filing declaration with application).

This declaration is directed to international application No. PCT/EP2019/066819 (if furnishing declaration pursuant to Rule 26ter).

I hereby declare that the above-identified international application was made or authorized to be made by me.

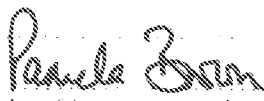
I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

Name: **BROWN, Pamela**

Residence: **Reading, United Kingdom**

(city and either U.S. state, if applicable, or country)

Mailing Address: **c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading  
 Berkshire, RG1 9LS, United Kingdom**

Inventor's Signature: 

Date: **20th Aug 2019**

(The signature must be that of the inventor, not that of the agent)

Name: **DAWSON, Michael**

Residence: **Reading, United Kingdom**

(city and either U.S. state, if applicable, or country)

Mailing Address: **c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading  
 Berkshire, RG1 9LS, United Kingdom**

Inventor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

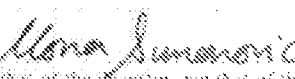
(The signature must be that of the inventor, not that of the agent)

Name: **SIMONOVIC, Mona**

Residence: **Reading, United Kingdom**

(city and either U.S. state, if applicable, or country)

Mailing Address: **c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading  
 Berkshire, RG1 9LS, United Kingdom**

Inventor's Signature: 

Date: **14-08-19**

(The signature must be that of the inventor, not that of the agent)

☒ This declaration is continued on the following sheet, "Continuation of Box No. VIII (iv)".

Box No. VIII (iv) **DECLARATION: INVENTORSHIP** (only for the purpose of the designation of the United States of America)  
 The declaration must conform to the following standardized wording provided for in Section 214; see Notes to Boxes Nos. VII, VIII (i) to (iv) (in general) and the specific Notes to Box No. VIII (iv). If this Box is not used, this sheet should not be included in the request.

Declaration of Inventorship (Rules 4.17(iv) and 51bis.1(a)(iv))  
 for the purpose of the designation of the United States of America:

I hereby declare that I believe I am the original inventor or an original joint inventor of a claimed invention in the application.

This declaration is directed to the international application of which it forms a part (if filing declaration with application).

This declaration is directed to international application No. PCT/EP2019/066819 (if furnishing declaration pursuant to Rule 26ter).

I hereby declare that the above-identified international application was made or authorized to be made by me.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

Name: **BROWN, Pamela**

Residence: **Reading, United Kingdom**

(city and either US state, if applicable, or country)

Mailing Address: **c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading  
 Berkshire, RG1 9LS, United Kingdom**

Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (The signature must be that of the inventor, not that of the agent)

Name: **DAWSON, Michael**

Residence: **Reading, United Kingdom**

(city and either US state, if applicable, or country)

Mailing Address: **c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading  
 Berkshire, RG1 9LS, United Kingdom**

Inventor's Signature:  Date: **14 August 2019**  
 (The signature must be that of the inventor, not that of the agent)

Name: **SIMONOVIC, Mona**

Residence: **Reading, United Kingdom**

(city and either US state, if applicable, or country)

Mailing Address: **c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading  
 Berkshire, RG1 9LS, United Kingdom**

Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (The signature must be that of the inventor, not that of the agent)

☒ This declaration is continued on the following sheet, "Continuation of Box No. VIII (iv)".

## Continuation of Box No. VIII (i) to (v)

## DECLARATION

If this space is insufficient in any of Boxes Nos. VIII (i) to (v) to furnish all the information, including in the case where more than one invention is to be claimed in Box No. VIII (v), in such cases enter "Continuation of Box No. VIII" and indicate the serial number of the Box; and furnish the information in the same manner as required for the purpose of the Box in which the space was insufficient. If additional space is needed in respect of two or more declarations, a separate continuation sheet must be used for each such declaration. If this Box is not used, the sheet should not be included in the filing.

## Continuation of Box No. VIII (iv)

## DECLARATION: INVENTORSHIP

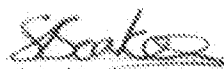
(only for the purpose of the designation of the United States of America)

Name: SOAKES, Steven

Residence: Reading, United Kingdom

(city and either US state, if applicable, or country)

Mailing Address: c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading Berkshire,  
RG1 9LS, United Kingdom

Inventor's Signature: 

(The signature must be that of the inventor, not that of the agent)

Date: 19<sup>th</sup> AUGUST 2019

Name: DUPERCHY, Esther

Residence: Reading, United Kingdom

(city and either US state, if applicable, or country)

Mailing Address: c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading Berkshire,  
RG1 9LS, United Kingdom

Inventor's Signature: \_\_\_\_\_

(The signature must be that of the inventor, not that of the agent)

Date: \_\_\_\_\_

Name: RIVERS, Dean

Residence: Reading, United Kingdom

(city and either US state, if applicable, or country)

Mailing Address: c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading Berkshire,  
RG1 9LS, United Kingdom

Inventor's Signature: \_\_\_\_\_

(The signature must be that of the inventor, not that of the agent)

Date: \_\_\_\_\_

Name: LESTER, Roy

Residence: Reading, United Kingdom

(city and either US state, if applicable, or country)

Mailing Address: c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading Berkshire,  
RG1 9LS, United Kingdom

Inventor's Signature: \_\_\_\_\_

(The signature must be that of the inventor, not that of the agent)

Date: \_\_\_\_\_

## Continuation of Box No. VII (i) to (v)

## DECLARATION

If the applicant is an inventor in any of Boxes Nos. VII (i) to (v) to furnish all the information, including in this case where there are to be named in Box No. VII (i) to (v) in such cases, under "Continuation of Box No. VII" indicate the item number of the Box and furnish the information in the same manner as required for the purposes of the Box in which the entry was made. If appropriate space is needed in respect of two or more continuations, a separate continuation box must be used for each such declaration. If this Box is not used, the sheet should not be included in the application.

## Continuation of Box No. VIII (iv)

## DECLARATION: INVENTORSHIP

(only for the purposes of the designation of the United States of America)

Name: BOAKES, Steven

Residence: Reading, United Kingdom

(city and either US state, if applicable, or country)

Mailing Address: c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading Berkshire, RG1 9LS, United Kingdom

Inventor's Signature

(The signature must be that of the inventor, not that of the agent)

Date: 15 Aug 2019

Name: DUPERCHY, Esther

Residence: Reading, United Kingdom

(city and either US state, if applicable, or country)

Mailing Address: c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading Berkshire, RG1 9LS, United Kingdom

Inventor's Signature

(The signature must be that of the inventor, not that of the agent)

Date: 15 Aug 2019

Name: RIVERS, Dean

Residence: Reading, United Kingdom

(city and either US state, if applicable, or country)

Mailing Address: c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading Berkshire, RG1 9LS, United Kingdom

Inventor's Signature

(The signature must be that of the inventor, not that of the agent)

Date: 20 Aug 2019

Name: LESTER, Roy

Residence: Reading, United Kingdom

(city and either US state, if applicable, or country)

Mailing Address: c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading Berkshire, RG1 9LS, United Kingdom

Inventor's Signature

(The signature must be that of the inventor, not that of the agent)

Date: 20 Aug 2019

## Continuation of Box No. VIII (i) to (v)

## DECLARATION

If the space is insufficient in any of Boxes Nos. VII (i) to (v) to furnish all the information, including in the case where more than two inventors are to be named in Box No. VII (i) to (v), or such other information, the continuation of Box No. VII (i) to (v) should be used to furnish the information in the same manner as required for the purposes of the Box in which the space was insufficient. If additional space is needed in respect of two or more declarations, a separate continuation form must be used for each such declaration. If this Box is not used, the sheet should not be included in the request.

## Continuation of Box No. VIII (iv)

## DECLARATION: INVENTORSHIP

(only for the purposes of the designation of the United States of America)

Name: BOAKES, Steven

Residence: Reading, United Kingdom

(city and either US state, if applicable, or country)

Mailing Address: c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading Berkshire,  
RG1 9LS, United Kingdom

Inventor's Signature

(The signature must be that of the inventor, not that of the agent)

Date

Name: DUPERCHY, Esther

Residence: Reading, United Kingdom

(city and either US state, if applicable, or country)

Mailing Address: c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading Berkshire,  
RG1 9LS, United Kingdom

Inventor's Signature

(The signature must be that of the inventor, not that of the agent)

Date

Name: RIVERS, Dean

Residence: Reading, United Kingdom

(city and either US state, if applicable, or country)

Mailing Address: c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading Berkshire,  
RG1 9LS, United Kingdom

Inventor's Signature

(The signature must be that of the inventor, not that of the agent)

Date

Name: LESTER, Roy

Residence: Reading, United Kingdom

(city and either US state, if applicable, or country)

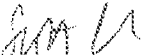
Mailing Address: c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading Berkshire,  
RG1 9LS, United Kingdom

Inventor's Signature

(The signature must be that of the inventor, not that of the agent)

Date

23/08/19

| Continuation of Box No. VII (i) to (iv)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | DECLARATION              | DECLARATION: INVENTORSHIP |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------|
| <p>(This space is intended for use by those filing, via US or foreign offices of the inventor(s), continuing in the same sheet more than one invention are to be claimed in Box No. VII (i) to (iv) and, upon Transmittal of Box No. VII, indicate the serial number of the first and second inventions to be so claimed.) An original and two copies of the Declaration must be submitted with the application. If additional space is required in respect of both domestic and foreign, a separate declaration form must be used for each such occasion. If you find it necessary, please provide your extension to Box No. VII.</p> |                          |                           |
| <b>Continuation of Box No. VII (iv)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                           |
| (only for the purposes of the designation of the classification of the patent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |                           |
| <b>Name:</b> COLEMAN, Scott                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                          |                           |
| <b>Residence:</b> Massachusetts, USA<br><small>(city and either US state, if applicable, or country)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |                           |
| <b>Mailing Address:</b> c/o Spira Therapeutics, 675 Massachusetts Avenue, 14 <sup>th</sup> Floor, Cambridge, Massachusetts 02138,<br>United States of America                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |                           |
| <b>Inventor's Signature:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Date:</b> 20 AUG 2019 |                           |
| (The signature must be that of the inventor, not that of the agent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                           |
| <b>Name:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |                           |
| <b>Residence:</b><br><small>(city and either US state, if applicable, or country)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                           |
| <b>Mailing Address:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                           |
| <b>Inventor's Signature:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Date:</b>             |                           |
| (The signature must be that of the inventor, not that of the agent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                           |
| <b>Name:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |                           |
| <b>Residence:</b><br><small>(city and either US state, if applicable, or country)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                           |
| <b>Mailing Address:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                           |
| <b>Inventor's Signature:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Date:</b>             |                           |
| (The signature must be that of the inventor, not that of the agent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                           |
| <b>Name:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |                           |
| <b>Residence:</b><br><small>(city and either US state, if applicable, or country)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                           |
| <b>Mailing Address:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                           |
| <b>Inventor's Signature:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Date:</b>             |                           |
| (The signature must be that of the inventor, not that of the agent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                           |

## ASSIGNMENT OF INVENTION & PATENT RIGHTS

### Parties

- (1) **COLEMAN, SCOTT** c/o Spero Therapeutics, 675 Massachusetts Avenue, 14<sup>th</sup> Floor, Cambridge MA 02139, USA (the **"Inventor"**);
- (2) **SPERO THERAPEUTICS** whose principal office is at 675 Massachusetts Avenue, 14<sup>th</sup> 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

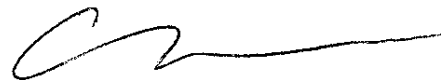
NAME: Melissa Stundick

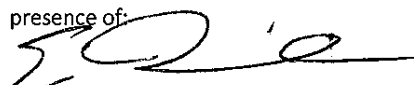
ADDRESS: 1705 Grey Birch Ct, Crofton, MD 21114

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

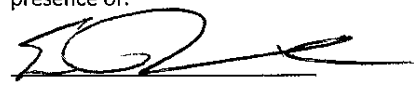
OCCUPATION: Executive Asst., Spero Therapeutics

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

## CESIÓN DE INVENCION Y DERECHOS DE PATENTE

### Partes

- (1) **COLEMAN, SCOTT**, con atención a Spero Therapeutics, 675 Massachusetts Avenue, 14th Floor, Cambridge MA 02139, EE. UU. (el **"Inventor"**);
- (2) **SPERO THERAPEUTICS**, con domicilio social en 675 Massachusetts Avenue, 14th Floor, Cambridge MA 02139, EE. UU. (el **"Empleador"**) y
- (3) **NEW PHARMA LICENCE HOLDINGS LIMITED**, con domicilio social en 103 Palazzo Pietro Stiges, Strait Street, VLT 1436 La Valeta, Malta (el **"Cesionario"**)

### Términos acordados

#### 1. Definiciones

Las definiciones de esta cláusula se aplican a esta Cesión.

**"Invención"** se refiere a la invención titulada COMPUESTOS, siendo la materia objeto de la Solicitud de prioridad.

**"Solicitudes de patente"** se refiere a las Solicitud de prioridad y cualquier solicitud posterior que reivindique prioridad a partir de las Solicitudes de prioridad y toda la materia incluida en dichas solicitudes posteriores, incluido (entre otros):

- (a) solicitudes en fase internacional, nacional y regional de tales solicitudes; y
- (b) divisionales, continuaciones y continuaciones parciales de tales solicitudes; y
- (c) patentes que puedan concederse en virtud de las solicitudes anteriormente mencionadas para su periodo de vigencia completo, incluyendo cualquier reexpedición, reexamen, renovación, prórroga y Certificados Complementarios de Protección.

**"Solicitud de prioridad"** se refiere a la solicitud de patente de prioridad, de las cuales se incluye información en la Parte 1 del Anexo.

#### 2. Cesión

Como contraprestación a la suma de 1,00 GBP (cuya recepción y suficiencia reconocen el Inventor y el Empleador), el Inventor y el Empleador cada uno, por el presente documento, ceden de manera absoluta al Cesionario todos sus derechos, títulos e intereses en todos los países, regiones y territorios del mundo, que surgen de la Invención y, con efecto desde inmediatamente antes de la presentación de cada de ellas, de las Solicitudes de patente, incluyendo (entre otros):

- (a) con respecto a la Invención y cualquier invención que se divulgará en cualquiera de las Solicitudes de patente, así como la materia objeto incluida en estas, el derecho a presentar solicitudes, reivindicar prioridad de dichas solicitudes y tramitar y obtener la concesión de patente o cualquier otra protección de propiedad intelectual con respecto a cualquier país, región o territorio del mundo;
- (b) con respecto a cada una de las Solicitudes de patente:

- (i) el derecho a reivindicar prioridad a partir de ellas y a tramitar y obtener la concesión de patentes; y
- (ii) el derecho a presentar solicitudes de divisional basadas en las Solicitudes de patente y a tramitar y obtener la concesión de patente por todas y cada una de las solicitudes de divisional;
- (c) el derecho a prorrogar, o registrar en o con respecto a cualquier país, región o territorio del mundo, cada una de las Solicitudes de patente y a prorrogar o registrar en o con respecto a cualquier país, región o territorio del mundo cualquier patente u otra protección de propiedad intelectual concedida por cualquiera de tales solicitudes;
- (d) la titularidad absoluta sobre cualquier patente concedida de conformidad con cualquier Solicitud de patente; y
- (e) el derecho a interponer, presentar, oponerse o defenderse de reclamaciones o acciones, procedimientos de apelación y a obtener soluciones jurídicas (y a mantener cualquier indemnización obtenida) con respecto a cualquier infracción, o cualquier otra causa de acción que surja de la titularidad de las Invenciones y las Solicitudes de patente, tanto si se producen antes o después de la fecha de esta Cesión.

### **3. Otras garantías**

El Inventor y el Empleador, a expensas del Cesionario, adoptarán cualquier medida adicional, y suscribirán cualquier documento adicional, que esté requerido por ley o que el Cesionario solicite para conferir en el Cesionario el beneficio pleno de los derechos, títulos e intereses cedidos al Cesionario en virtud de esta Cesión, incluyendo (entre otros):

- (a) documentos que el Inventor o el Empleador están obligados a firmar, o que deban firmarse a su nombre, durante el curso de cualquiera de las solicitudes que se refieren a la Invención o a cualquier invención que se divulgará en cualquiera de las Solicitudes de patente;
- (b) registros del Cesionario como solicitante o titular de las Solicitudes de patente; y
- (c) ayudar al Cesionario a obtener, defenderse y hacer valer cualquiera de las Solicitudes de patente, y ayudar con cualquier otro procedimiento que pueda interponer el Cesionario o que pueda interponer cualquier tercero contra el Cesionario o en la resolución de cualquier duda relativa a la Invención, o las Solicitudes de patente o cualquier invención que se divulgará en cualquiera de las Solicitudes de patente.

### **4. Derecho a modificar el Anexo**

El Inventor, el Empleador y el Cesionario confieren a la empresa Mewburn Ellis LLP el derecho de introducir en la Parte 2 del Anexo a esta Cesión cualquier identificación adicional de cualquiera de las solicitudes de patente existentes o futuras de cualquier

país, región o territorio del mundo, que entre dentro del alcance de la cláusula 2 anterior, o según sea necesario o conveniente para cumplir con las normas de una oficina de patentes en cuanto al registro de esta Cesión.

**5. Ejemplares**

Esta Cesión podrá suscribirse en cualquier número de ejemplares, cada uno de los cuales cuando se suscriba constituirá un documento original de esta Cesión, pero todos los ejemplares constituirán conjuntamente el mismo acuerdo.

**6. Legislación vigente y jurisdicción**

Esta Cesión está regulada por las leyes de Inglaterra y Gales y está sujeta a la jurisdicción exclusiva de su ordenamiento jurídico.

**Anexo: Solicitudes de patente**

**Parte 1: Solicitud de prioridad**

| País | N.º de solicitud | Fecha de solicitud  | Título     |
|------|------------------|---------------------|------------|
| US   | 62/689602        | 25 de junio de 2018 | COMPUESTOS |

**Parte 2: Identificación de algunas, pero no necesariamente todas, solicitudes de patente que entran dentro del alcance de la cláusula 2 de la Cesión**

| País/región | N.º de solicitud | Fecha de solicitud | Título | Firma de Mewburn Ellis LLP |
|-------------|------------------|--------------------|--------|----------------------------|
|             |                  |                    |        |                            |

Suscrito por **SCOTT COLEMAN** en  
presencia de

[Firma a mano ilegible]

FIRMA DEL INVENTOR

[Firma a mano ilegible]

FIRMA DEL TESTIGO

NOMBRE: [escrito a mano: Melissa Stundick]  
DIRECCIÓN: [escrito a mano: 1705 Grey Birch Ct., Crofton, MD 21114]  
CARGO: [escrito a mano: director ejecutivo, alianzas estratégicas, Spero  
Therapeutics]  
FECHA: [escrito a mano: 11/1/18]

Suscrito por **SPERO THERAPEUTICS**  
actuando mediante [escrito a  
mano: Ankit Mahadevia], administrador,  
en presencia de:

[Firma a mano ilegible]

FIRMA DEL ADMINISTRADOR

[Firma a mano ilegible]

FIRMA DEL TESTIGO

NOMBRE: [escrito a mano: Ivan Rimer]  
DIRECCIÓN: [escrito a mano: 2 Morin Rd., Newburyport, MA 01950]  
CARGO: [escrito a mano: asistente ejecutivo, Spero Therapeutics]  
FECHA: [escrito a mano: 11/1/18]

Suscrito por **NEW PHARMA LICENCE  
HOLDINGS LIMITED** actuando mediante  
[escrito a mano: Ankit Mahadevia],  
administrador, en presencia de:

[Firma a mano ilegible]

FIRMA DEL ADMINISTRADOR

[Firma a mano ilegible]

FIRMA DEL TESTIGO

NOMBRE: [escrito a mano: Evan Rimer]  
DIRECCIÓN: [escrito a mano: 2 Morin Rd., Newburyport, MA 01950]  
CARGO: [escrito a mano: asistente ejecutivo, Spero Therapeutics]  
FECHA: [escrito a mano: 11/1/18]

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, 14<sup>th</sup> 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 |
|---------------------------------|--------------------------|-------------------|--------------------------|-----------|-------------|
| <b>NPLH 18 Family - ABX0037</b> |                          |                   |                          |           |             |
| 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 |
|---------------------------------|-------------|-------------------|--------------------------|---------|-------------|
| <b>NPLH 20 Family - ABX0036</b> |             |                   |                          |         |             |
| 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  |
| <b>NPLH 21 Family - ABX0038</b> |             |                   |                          |         |             |
| 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  |
| <b>NPLH 23 Family - ABX0045</b> |             |                   |                          |         |             |
| 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  |
| <b>NPLH 25 Family - ABX0053</b> |             |                   |                          |         |             |
| 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

Nationality: USA

Address: 64 Black Rock drive  
Hingham MA 02043

Bernany Calagione  
\_\_\_\_\_  
Witness:

Full name: Bernany Calagione

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

Nationality: USA

Address: 64 Black Rock drive  
Hingham MA 02043

Bernany Calagione  
\_\_\_\_\_  
Witness:

Full name: Bernany Calagione

Nationality: US

Address: 112 Newbury St 2R  
Boston MA 02116

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

COMMONWEALTH OF MASSACHUSETTS

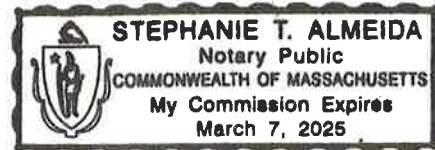
On this 29th day of October, 2019, before me, the undersigned notary public, Ankit Mahadevia (name of document signer) personally appeared, proved to me through satisfactory of identification, which were MA Drivers License to be the person whose name is signed on the preceding or attached document in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



Fecha: [escrito a mano: 29 de octubre] de 2019

## Partes

- (1) **New Pharma Licence Holdings Limited**, una Sociedad constituida conforme a lo dispuesto en la legislación de Malta, con domicilio social en 103 Palazzo Pietro Sitges, Strait Street, La Valeta, Vlt 1436, Malta (el **Cedente**);
- (2) **Spero Therapeutics, Inc.**, una Sociedad constituida conforme a lo dispuesto en la legislación del estado de Delaware, con domicilio social en 675 Massachusetts Avenue, 14th Floor, Cambridge, Massachusetts 02139, EE. UU. (el **Cesionario**);

## Términos acordados

### 1. Definición

Las siguientes definiciones y normas de interpretación se aplican a esta Cesión.

**Derechos cedidos** se refiere a las Patentes y todos los Derechos de Propiedad Intelectual incluidos en el presente documento.

**Derechos de propiedad intelectual** se refiere a las patentes, derechos sobre las invenciones y otros derechos de propiedad intelectual, incluidas todas las solicitudes y derechos a solicitar y obtener renovaciones o prórrogas de dichos derechos, y derechos a reivindicar prioridad a partir de estos, y todos los derechos similares o equivalentes o formas de protección que subsistan o subsistirán ahora o en un futuro en cualquier parte del mundo.

**Patentes** se refiere a las patentes y solicitudes de patente, de las cuales se incluye información en el Anexo 1.

### 2. Cesión

A cambio de una contraprestación válida y onerosa (cuya recepción y suficiencia reconoce expresamente el Cedente), el Cedente, por el presente documento, cede al Cesionario de manera absoluta todos sus derechos, títulos e intereses sobre los Derechos cedidos, incluyendo (entre otros):

- (a) Las Patentes;
- (b) El interponer, presentar, oponerse o defenderse de reclamaciones o acciones, procedimientos de apelación y a obtener soluciones jurídicas (y a mantener cualquier indemnización obtenida) con respecto a cualquier infracción, o cualquier otra causa de acción que surja de la titularidad de cualquiera de los Derechos cedidos, tanto si ocurren antes como después de la fecha de esta Cesión.

**3. Otras garantías**

Cada parte suscribirá los documentos y llevará a cabo los actos que puedan requerirse con el fin de dar pleno vigor a esta Cesión, y usará todos sus esfuerzos necesarios para que cualquier tercero necesario suscriba y lleve a cabo los mismos.

**4. Ejemplares**

Esta Cesión podrá suscribirse en cualquier número de ejemplares, cada uno de los cuales cuando se suscriba constituirá un duplicado original, pero todos los ejemplares constituirán conjuntamente el mismo acuerdo. Ninguno de los ejemplares surtirá efectos hasta que cada parte haya suscrito al menos un ejemplar.

La Cesión ha sido formalizada en la fecha indicada al comienzo de esta.

### Anexo 1: Patentes

| Ref:                             | País                             | N.º de solicitud  | N.º de publicación/patente | Estado     | Fecha de presentación |
|----------------------------------|----------------------------------|-------------------|----------------------------|------------|-----------------------|
| <b>NPLH 18 Familia - ABX0037</b> |                                  |                   |                            |            |                       |
| NPLH 18 US P                     | EE. UU.                          | 61/561361         | -                          | Expirada   | 18/11/2011            |
| NPLH 18 WO                       | PCT                              | PCT/GB2012/052844 | WO 2013/072695             | Expirada   | 16/11/2012            |
| NPLH 18 US                       | EE. UU.                          | 14/356868         | US 9,234,006               | Concedida  | 16/11/2012            |
| NPLH 18 AU                       | Australia                        | 2012338571        | 2012338571B2               | Abandonada | 16/11/2012            |
| NPLH 18 BR                       | Brasil                           | BR1120140120161   | -                          | Abandonada | 16/11/2012            |
| NPLH 18 CA                       | Canadá                           | 2855916           | -                          | Abandonada | 16/11/2012            |
| NPLH 18 ON                       | China                            | 201280055987.6    | CN103946233A               | Abandonada | 16/11/2012            |
| NPLH 18 CO                       | Colombia                         | 14-128978         | C07061068                  | Abandonada | 16/11/2012            |
| NPLH 18 EA                       | Patente euroasiática             | 201490634         | EA024792 B1                | Abandonada | 16/11/2012            |
| NPLH 18 EG                       | Egipto                           | PCT777/2014       | -                          | Abandonada | 16/11/2012            |
| NPLH 18 EP                       | OEP                              | 12797961.5        | EP 2780357                 | Abandonada | 16/11/2012            |
| NPLH 18 GF                       | Consejo de Cooperación del Golfo | 2012/22819        | -                          | Abandonada | 17/11/2012            |
| NPLH 18 ID                       | Indonesia                        | P00201403570      | 2015/03973                 | Abandonada | 16/11/2012            |
| NPLH 18 IL                       | Israel                           | 232278            | -                          | Abandonada | 16/11/2012            |
| NPLH 18 IN                       | India                            | 657/MUMNP/2014    | -                          | Abandonada | 16/11/2012            |
| NPLH 18 JP                       | Japón                            | 2014-541753       | JP 6185920                 | Abandonada | 16/11/2012            |
| NPLH 18 KR                       | Corea del Sur                    | 10-2014-7014427   | 10-2014-0091724            | Retirada   | 16/11/2012            |
| NPLH 18 MX                       | México                           | MX/A/2014/005542  | MX355217 B                 | Abandonada | 16/11/2012            |
| NPLH 18 SG                       | Singapur                         | 11201402390P      | -                          | Abandonada | 16/11/2012            |
| NPLH 18 TW                       | Taiwán                           | 101142961         | 1608019                    | Abandonada | 16/11/2012            |
| NPLH 18 VN                       | Vietnam                          | 1-2014-02002      | -                          | Abandonada | 16/11/2012            |
| NPLH 18 ZA                       | Sudáfrica                        | 2014/03100        | -                          | Abandonada | 16/11/2012            |

| Ref:                             | País          | N.º de solicitud  | N.º de publicación/patente | Estado    | Fecha de presentación |
|----------------------------------|---------------|-------------------|----------------------------|-----------|-----------------------|
| <b>NPLH 20 Familia - ABX0036</b> |               |                   |                            |           |                       |
| NPLH 20 GB                       | GB            | 1309248.1         | -                          | Vencida   | 22/05/2013            |
| NPLH 20 WO                       | PCT           | PCT/GB2014/051547 | WO 2014/188178             | Expirada  | 21/05/2014            |
| NPLH 20 US                       | EE. UU.       | 14/892757         | US 2016/0222061            | Permitida | 21/05/2014            |
| NPLH 20 AR                       | Argentina     | 20140102014       | AR096370 A1                | Pendiente | 21/05/2014            |
| NPLH 20 BR                       | Brasil        | BR1120150293093   | -                          | Pendiente | 21/05/2014            |
| NPLH 20 CA                       | Canadá        | CA2939061         | -                          | Pendiente | 21/05/2014            |
| NPLH 20 CN                       | China         | 201480029145.2    | CN 105308065 A             | Pendiente | 21/05/2014            |
| NPLH 20 EP                       | OEP           | 14726731.4        | EP 2999711 A               | Permitida | 21/05/2014            |
| NPLH 20 HK                       | Hong Kong     | 16109519.5        | 1221474                    | Pendiente | 21/05/2014            |
| NPLH 20 JP                       | Japón         | 2016-514479       | JP 2016-527186             | Pendiente | 21/05/2014            |
| NPLH 20 KR                       | Corea del Sur | 10-2015-7035048   | 10-2016-0009041            | Pendiente | 21/05/2014            |
| NPLH 20 RU                       | Rusia         | 2015148032        | -                          | Pendiente | 21/05/2014            |
| NPLH 20 TW                       | Taiwán        | 103117787         | 1665218 B                  | Concedida | 21/05/2014            |
| NPLH 20 VN                       | Venezuela     | 2014-000634       | -                          | Pendiente | 21/05/2014            |
| <b>NPLH 21 Familia - ABX0038</b> |               |                   |                            |           |                       |
| NPLH 21 GB                       | GB            | 1404301.2         | -                          | Vencida   | 11/03/2014            |
| NPLH 22 GB                       | GB            | 1421019.9         | -                          | Vencida   | 26/11/2014            |
| NPLH 21 WO                       | PCT           | PCT/EP2015/055046 | WO 2015/135976             | Expirada  | 11/03/2015            |
| NPLH 21 US                       | EE. UU.       | 15/125.415        | 2017-0073373               | Pendiente | 11/03/2015            |
| NPLH 21 AU                       | Australia     | 2015228898        | AU 2015228898 B            | Concedida | 11/03/2015            |
| NPLH 21 AR                       | Argentina     | 20150100724       | AR 096370 A                | Pendiente | 11/03/2015            |
| NPLH 21 BR                       | Brasil        | BR1120160209982   | -                          | Pendiente | 11/03/2015            |
| NPLH 21 CA                       | Canadá        | 2940455 A         | -                          | Pendiente | 11/03/2015            |
| NPLH 21 CN                       | China         | 201580011858.0    | CN106232617                | Pendiente | 11/03/2015            |
| NPLH 21 EP                       | OEP           | 15715172.1        | EP 3116897 A               | Permitida | 11/03/2015            |

| Ref:                             | País          | N.º de solicitud  | N.º de publicación/patente | Estado    | Fecha de presentación |
|----------------------------------|---------------|-------------------|----------------------------|-----------|-----------------------|
| NPLH 21 HK                       | Hong Kong     | 17105052.5        | 1240940A                   | Pendiente | 11/03/2015            |
| NPLH 21 JP                       | Japón         | JP2017510570      | 2017-510570                | Pendiente | 11/03/2015            |
| NPLH 21 KR                       | Corea del Sur | KR 20160135739    | -                          | Pendiente | 11/03/2015            |
| NPLH 21 IL                       | Israel        | 247243            | -                          | Pendiente | 11/03/2015            |
| NPLH 21 MX                       | México        | MX/A/2016/011682  | 359104                     | Concedida | 11/03/2015            |
| NPLH 21 RU                       | Rusia         | 2016139978        | -                          | Pendiente | 11/03/2015            |
| NPLH 21 TW                       | Taiwán        | 104107773         | 201617362                  | Pendiente | 11/03/2015            |
| <b>NPLH 23 Familia - ABX0045</b> |               |                   |                            |           |                       |
| NPLH 23 GB                       | GB            | 1421020.7         | -                          | Vencida   | 26/11/2014            |
| NPLH 24 GB                       | GB            | 1516059.1         | -                          | Vencida   | 10/09/2015            |
| NPLH 23 WO                       | PCT           | PCT/EP2015/077821 | WO 2016/083531             | Expirada  | 26/11/2015            |
| NPLH 23 US                       | EE. UU.       | 15/529786         | US 2018/0030092            | Pendiente | 26/11/2015            |
| NPLH 23 AR                       | Argentina     | 20150103879       | AR102803A1                 | Pendiente | 26/11/2015            |
| NPLH 23 AU                       | Australia     | 2015352440        |                            | Pendiente | 26/11/2015            |
| NPLH 23 CA                       | Canadá        | CA2968902         | -                          | Pendiente | 26/11/2015            |
| NPLH 23 CN                       | China         | CN20152968902     | CN 107108699 A             | Pendiente | 26/11/2015            |
| NPLH 23 EP                       | OEP           | 15801162.7        | EP 3224273 A               | Pendiente | 26/11/2015            |
| NPLH 23 HK                       | Hong Kong     | 17110655.6        | 1236957A                   | Pendiente | 26/11/2015            |
| NPLH 23 JP                       | Japón         | 2017538692        | -                          | Pendiente | 26/11/2015            |
| NPLH 23 TW                       | Taiwán        | 104139459         | 201625664                  | Pendiente | 26/11/2015            |
| <b>NPLH 25 Familia - ABX0053</b> |               |                   |                            |           |                       |
| NPLH 25 USP                      | EE. UU.       | US 62/689.602     | -                          | Expirada  | 25/06/2018            |
| NPLH 25 WO                       | PCT           | PCT/EP2019/066819 | -                          | Pendiente | 25/06/2019            |
| NPLH 25 AR                       | Argentina     | 20190101764       | -                          | Pendiente | 25/06/2019            |
| NPLH 25 TW                       | Taiwán        | 108122117         | -                          | Pendiente | 25/06/2019            |

Firmado por: [firma a mano ilegible]

Un administrador u otro signatario  
autorizado en nombre de **New Pharma  
Licence Holdings Limited**

[Escrito a mano ilegible]

Administrador

[Firma a mano ilegible]

Testigo

Nombre completo: *[escrito a mano: James  
Blackington]*

Nacionalidad: *[escrito a mano: EE. UU.]*

Dirección: *[escrito a mano: 64 Black Rock  
drive Hingham MA 02043]*

[Firma a mano ilegible]

Testigo

Nombre completo: *[escrito a mano ilegible]*

Nacionalidad: *[escrito a mano: EE. UU.]*

Dirección: *[escrito a mano: 112 Newbury St  
2R, Boston, MA 02116]*

Firmado por: [firma a mano ilegible]

Un administrador u otro signatario  
autorizado en nombre de **Spero  
Therapeutics, Inc.**

[Escrito a mano ilegible]

Administrador

[Firma a mano ilegible]

Testigo

Nombre completo: *[escrito a mano: James  
Blackington]*

Nacionalidad: *[escrito a mano: EE. UU.]*

Dirección: *[escrito a mano: 64 Black Rock  
drive Hingham MA 02043]*

[Firma a mano ilegible]

Testigo

Nombre completo: *[escrito a mano ilegible]*

Nacionalidad: *[escrito a mano: EE. UU.]*

Dirección: *[escrito a mano: 112 Newbury St  
2R, Boston, MA 02116]*

**Las firmas del Cedente y el Cesionario deben hacerse en presencia de un notario publico y  
legalizarse mediante Apostilla.**

COMMONWEALTH DE MASSACHUSETTS

Este día [*escrito a mano: 29*] de [*escrito a mano: octubre*] de 2019, ante mí, el notario público abajo firmante, compareció personalmente [*escrito a mano: Ankit Mahadevia*] (nombre del signatario del documento), quien demostró mediante pruebas de identificación satisfactorias, que fue la [*escrito a mano: licencia de conductor de MA*] ser la persona con cuyo nombre se ha suscrito el documento anterior o adjunto en mi presencia.

(Firma y sello oficial del notario público)

[*Sello notarial que reza:*

**STEPHANIE T. ALMEIDA, notario público,  
COMMONWEALTH DE MASSACHUSETTS,  
vencimiento del cargo: 7 de marzo de 2025]**

[*Firma a mano ilegible*]

Notario público

Vencimiento del cargo: 7 de marzo de 2025

## Commonwealth de Massachusetts

**William Francis Galvin**

**Secretario de la Commonwealth**

## APOSTILLA

(Convention de la Haye du 5 octobre 1961)

1 País: Estados Unidos de América

El presente documento público

2. ha sido firmado por: Stephanie T. Almeida

3. quien actúa en calidad de: notario público

4. va revestido del sello/timbre del: Stephanie T. Almeida

## Certificado

5. en: Boston, Massachusetts      6. el: 6 de noviembre de 2019

7. por: el secretario de la Commonwealth

8. Bajo el n.º: **2168648**

9. Sello/timbre:

**Gran Sello de la Commonwealth**

[Sello de la Commonwealth]

[Firma a mano ilegible]

**William Francis Galvin**

**Secretario de la Commonwealth**

Redactado por LAvelino

## ASSIGNMENT OF INVENTION & PATENT RIGHTS

### Parties

- (1) **BROWN, PAMELA** c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading, Berkshire, RG1 9LS, United Kingdom;
- (2) **DAWSON, MICHAEL** c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading, Berkshire, RG1 9LS, United Kingdom;
- (3) **SIMONOVIC, MONA** c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading, Berkshire, RG1 9LS, United Kingdom;
- (4) **BOAKES, STEVEN** c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading, Berkshire, RG1 9LS, United Kingdom;
- (5) **DUPERCHY, ESTHER** c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading, Berkshire, RG1 9LS, United Kingdom;
- (6) **RIVERS, DEAN** c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading, Berkshire, RG1 9LS, United Kingdom;
- (7) **LESTER, ROY** c/o Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading, Berkshire, RG1 9LS, United Kingdom;

each an “Inventor” or together the “Inventors” as the context may indicate;

- (8) **CANTAB ANTI-INFECTIVES LIMITED** incorporated and registered in England & Wales with company number 08217622 whose registered office is at 4th Floor, Reading Bridge House George Street, Reading, Berkshire, RG1 9LS (the “Employer”); and
- (9) **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 Inventors and the Employer expressly acknowledge), each of the Inventors and the Employer 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**

Each 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 Inventors 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 Inventors, 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 Applications**

| 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 PAMELA BROWN in the  
presence of:



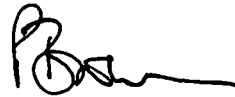
SIGNATURE OF WITNESS

NAME: M Z DAWSON

ADDRESS: 33A HIGH ST. PIRTON

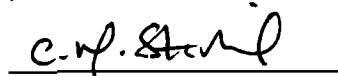
OCCUPATION: SIGNIFY S&S 3PS

DATE: 6/11/18



SIGNATURE OF INVENTOR

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presence of:



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OCCUPATION: LAWYER

DATE: 17/10/18



SIGNATURE OF INVENTOR

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SIGNATURE OF WITNESS

NAME: Emma Johnson

ADDRESS: Flat 604 Bootmakers Court, 132 Ben Jonson Rd, London E14 6J

OCCUPATION: Business Development manager

DATE: 26 October 2018



SIGNATURE OF INVENTOR

Executed by STEVEN BOAKES in the  
presence of:



SIGNATURE OF WITNESS

NAME: Helen Jones

ADDRESS: 7 Crescent Lane, Bath. BA1 2PL

OCCUPATION: Head of Local Grant Development &

DATE: 23rd October 2018. Industrial Strategy



SIGNATURE OF INVENTOR

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presence of:



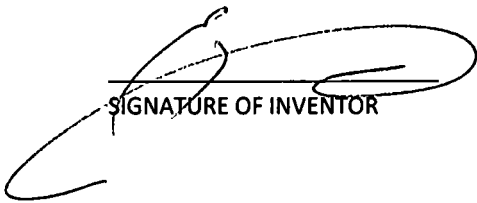
SIGNATURE OF WITNESS

NAME: EMMA GILL

ADDRESS: 11 COOPERS LANE, ABINGDON, OXFORD, OX14 5GU

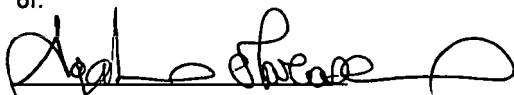
OCCUPATION: PROJECT MANAGER

DATE: 31/10/2018



SIGNATURE OF INVENTOR

Executed by **DEAN RIVERS** in the presence  
of:



SIGNATURE OF WITNESS

NAME: AGOSTINO MARASCO

ADDRESS: SG11AR, VISTA TOWER, STEVENAGE

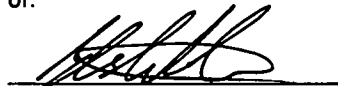
OCCUPATION: HEAD OF CHEMISTRY LAB.

DATE: 05/11/2018



SIGNATURE OF INVENTOR

Executed by **ROY LESTER** in the presence  
of:



SIGNATURE OF WITNESS

NAME: BENJAMIN SHORT

ADDRESS: 36 MALFORD ROAD, OXFORD, OX3 8BS

OCCUPATION: SENIOR PROCESS CHEMIST

DATE: 15/11/2018



SIGNATURE OF INVENTOR

Executed by **CANTAB ANTI-INFECTIVES  
LIMITED** acting by R. WOLF-GARROWAY,  
director, in the presence of:



SIGNATURE OF WITNESS

NAME: SAM YURKAY

ADDRESS: 26 BEVERLEY ROAD, LONDON W4 2LP

OCCUPATION: DIRECTOR DEVELOPMENT

DATE: 27/11/2018



SIGNATURE OF A DIRECTOR

Assignment of invention and US62/689602  
AJW/LP7385388 & NPLH 25 US

Executed by **NEW PHARMA LICENCE**

**HOLDINGS LIMITED** acting by

Ankit Mahadvi a director, in the  
presence of:



SIGNATURE OF A DIRECTOR



SIGNATURE OF WITNESS

NAME: Eun Rina

ADDRESS: 2 Morin Rd Newburyport MA 01950

OCCUPATION: Executive Assistant

DATE: 12/12/18

## CESIÓN DE INVENCION Y DERECHOS DE PATENTE

### Partes

- (1) **BROWN, PAMELA**, con atención a Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading, Berkshire, RG1 9LS, Reino Unido;
  - (2) **DAWSON, MICHAEL**, con atención a Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading, Berkshire, RG1 9LS, Reino Unido;
  - (3) **SIMONOVIC, MONA**, con atención a Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading, Berkshire, RG1 9LS, Reino Unido;
  - (4) **BOAKES, STEVEN**, con atención a Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading, Berkshire, RG1 9LS, Reino Unido;
  - (5) **DUPERCHY, ESTHER**, con atención a Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading, Berkshire, RG1 9LS, Reino Unido;
  - (6) **RIVERS, DEAN**, con atención a Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading, Berkshire, RG1 9LS, Reino Unido;
  - (7) **LESTER, ROY**, con atención a Cantab Anti-Infectives Limited, 4th Floor, Reading Bridge House, George Street, Reading, Berkshire, RG1 9LS, Reino Unido;
- cada uno de ellos un “**Inventor**” y, conjuntamente, “**Inventores**”, según pueda indicar el contexto;
- (8) **CANTAB ANTI-INFECTIVES LIMITED**, constituida y registrada en Inglaterra y Gales con número de sociedad 08217622, con domicilio social en 4th Floor, Reading Bridge House George Street, Reading, Berkshire, RG1 9LS (el “**Empleador**”); y
  - (9) **NEW PHARMA LICENCE HOLDINGS LIMITED**, con domicilio social en 103 Palazzo Pietro Stiges, Strait Street, VLT 1436 La Valeta, Malta (el “**Cesionario**”)

### Términos acordados

#### 1. Definiciones

Las definiciones de esta cláusula se aplican a esta Cesión.

“**Invención**” se refiere a la invención titulada COMPUESTOS, siendo la materia objeto de la Solicitud de prioridad.

“**Solicitudes de patente**” se refiere a las Solicitud de prioridad y cualquier solicitud posterior que reivindique prioridad a partir de las Solicitudes de prioridad y toda la materia incluida en dichas solicitudes posteriores, incluido (entre otros):

- (a) solicitudes en fase internacional, nacional y regional de tales solicitudes; y
- (b) divisionales, continuaciones y continuaciones parciales de tales solicitudes; y
- (c) patentes que puedan concederse en virtud de las solicitudes anteriormente mencionadas para su periodo de vigencia completo, incluyendo cualquier reexpedición, reexamen, renovación, prórroga y Certificados Complementarios de Protección.

**“Solicitud de prioridad”** se refiere a la solicitud de patente de prioridad, de las cuales se incluye información en la Parte 1 del Anexo.

## **2. Cesión**

Como contraprestación a la suma de 1,00 GBP (cuya recepción y suficiencia reconocen expresamente los Inventores y el Empleador), cada uno de los Inventores y el Empleador, por el presente documento, ceden de manera absoluta al Cesionario todos sus derechos, títulos e intereses en todos los países, regiones y territorios del mundo, que surgen de la Invención y, con efecto desde inmediatamente antes de la presentación de cada de ellas, de las Solicitudes de patente, incluyendo (entre otros):

- (a) con respecto a la Invención y cualquier invención que se divulgará en cualquiera de las Solicitudes de patente, así como la materia objeto incluida en estas, el derecho a presentar solicitudes, reivindicar prioridad de dichas solicitudes y tramitar y obtener la concesión de patente o cualquier otra protección de propiedad intelectual con respecto a cualquier país, región o territorio del mundo;
- (b) con respecto a cada una de las Solicitudes de patente:
  - (i) el derecho a reivindicar prioridad a partir de ellas y a tramitar y obtener la concesión de patentes; y
  - (ii) el derecho a presentar solicitudes de divisional basadas en las Solicitudes de patente y a tramitar y obtener la concesión de patente por todas y cada una de las solicitudes de divisional;
- (c) el derecho a prorrogar, o registrar en o con respecto a cualquier país, región o territorio del mundo, cada una de las Solicitudes de patente y a prorrogar o registrar en o con respecto a cualquier país, región o territorio del mundo cualquier patente u otra protección de propiedad intelectual concedida por cualquiera de tales solicitudes;
- (d) la titularidad absoluta sobre cualquier patente concedida de conformidad con cualquier Solicitud de patente; y
- (e) el derecho a interponer, presentar, oponerse o defenderse de reclamaciones o acciones, procedimientos de apelación y a obtener soluciones jurídicas (y a mantener cualquier indemnización obtenida) con respecto a cualquier infracción, o cualquier otra causa de acción que surja de la titularidad de las Invenciones y las Solicitudes de patente, tanto si se producen antes o después de la fecha de esta Cesión.

## **3. Otras garantías**

Cada Inventor y el Empleador, a expensas del Cesionario, adoptarán cualquier medida adicional, y suscribirán cualquier documento adicional, que esté requerido por ley o que el Cesionario solicite para conferir en el Cesionario el beneficio pleno de los derechos, títulos e intereses cedidos al Cesionario en virtud de esta Cesión, incluyendo (entre otros):

- (a) documentos que los Inventores y el Empleador están obligados a firmar, o que deban firmarse a su nombre, durante el curso de cualquiera de las solicitudes que se refieren a la Invención o a cualquier invención que se divulgará en cualquiera de las Solicitudes de patente;
- (b) registros del Cesionario como solicitante o titular de las Solicitudes de patente; y
- (c) ayudar al Cesionario a obtener, defenderse y hacer valer cualquiera de las Solicitudes de patente, y ayudar con cualquier otro procedimiento que pueda interponer el Cesionario o que pueda interponer cualquier tercero contra el Cesionario o en la resolución de cualquier duda relativa a la Invención, o las Solicitudes de patente o cualquier invención que se divulgará en cualquiera de las Solicitudes de patente.

#### 4. Derecho a modificar el Anexo

Los Inventores, el Empleador y el Cesionario confieren a la empresa Mewburn Ellis LLP el derecho de introducir en la Parte 2 del Anexo a esta Cesión cualquier identificación adicional de cualquiera de las solicitudes de patente existentes o futuras de cualquier país, región o territorio del mundo, que entre dentro del alcance de la cláusula 2 anterior, o según sea necesario o conveniente para cumplir con las normas de una oficina de patentes en cuanto al registro de esta Cesión.

#### 5. Ejemplares

Esta Cesión podrá suscribirse en cualquier número de ejemplares, cada uno de los cuales cuando se suscriba constituirá un documento original de esta Cesión, pero todos los ejemplares constituirán conjuntamente el mismo acuerdo.

#### 6. Legislación vigente y jurisdicción

Esta Cesión está regulada por las leyes de Inglaterra y Gales y está sujeta a la jurisdicción exclusiva de su ordenamiento jurídico.

### Anexo: Solicitudes de patente

#### Parte 1: Solicitud de prioridad

| País | N.º de solicitud | Fecha de solicitud  | Título     |
|------|------------------|---------------------|------------|
| US   | 62/689602        | 25 de junio de 2018 | COMPUESTOS |

#### Parte 2: Identificación de algunas, pero no necesariamente todas, solicitudes de patente que entran dentro del alcance de la cláusula 2 de la Cesión

| País/región | N.º de solicitud | Fecha de solicitud | Título | Firma de Mewburn Ellis LLP |
|-------------|------------------|--------------------|--------|----------------------------|
|             |                  |                    |        |                            |

Suscrito por **PAMELA BROWN** en  
presencia de

[Firma a mano ilegible]

FIRMA DEL INVENTOR

[Firma a mano ilegible]

FIRMA DEL TESTIGO

NOMBRE: [escrito a mano ilegible] [escrito a mano: DAWSON]

DIRECCIÓN: [escrito a mano: 33 HIGH ST., PIRTON]

CARGO: [escrito a mano: CIENTÍFICO SG5 3PS]

FECHA: [escrito a mano: 6/11/18]

Suscrito por **MICHAEL DAWSON** en  
presencia de

[Firma a mano ilegible]

FIRMA DEL INVENTOR

[Firma a mano ilegible]

FIRMA DEL TESTIGO

NOMBRE: [escrito a mano: CHRISTINE STARLING]

DIRECCIÓN: [escrito a mano: 33 HIGH ST., PIRTON, HERTS SG5 3PS]

CARGO: [escrito a mano: ABOGADO]

FECHA: [escrito a mano: 17/10/18]

Suscrito por **MONA SIMONOVIC** en  
presencia de

[Firma a mano ilegible]

FIRMA DEL INVENTOR

[Firma a mano ilegible]

FIRMA DEL TESTIGO

NOMBRE: [escrito a mano: Emma Johnson]

DIRECCIÓN: [escrito a mano: Flat 604 Bootmakers Court, 132 Ben Jonson Rd, Londres,  
E14GJ]

CARGO: [escrito a mano: Gestor de desarrollo comercial]

FECHA: [escrito a mano: 26 de octubre de 2018]

Suscrito por **STEVEN BOAKES** en  
presencia de

[Firma a mano ilegible]

FIRMA DEL INVENTOR

[Firma a mano ilegible]

FIRMA DEL TESTIGO

NOMBRE: [escrito a mano: Helen Jones]

DIRECCIÓN: [escrito a mano ilegible]

CARGO: [escrito a mano ilegible]

FECHA: [escrito a mano: 23 de octubre de 2018]

Suscrito por **ESTHER DUPERCHY** en  
presencia de

[Firma a mano ilegible]  
FIRMA DEL INVENTOR

[Firma a mano ilegible]

FIRMA DEL TESTIGO

NOMBRE: [escrito a mano: EMMA GILL]  
DIRECCIÓN: [escrito a mano: 11 COOPERS ANE, ABINGDON, OXFORD, OX14 5GU]  
CARGO: [escrito a mano: GESTOR DE PROYECTOS]  
FECHA: [escrito a mano: 31/10/2018]

Suscrito por **DEAN RIVERS** en  
presencia de

[Firma a mano ilegible]  
FIRMA DEL INVENTOR

[Firma a mano ilegible]

FIRMA DEL TESTIGO

NOMBRE: [escrito a mano: AGOSTINO MARASCO]  
DIRECCIÓN: [escrito a mano: SG11AR, VISTA TOWER, STEVEHAGE]  
CARGO: [escrito a mano: JEFE DEL LABORATORIO DE QUÍMICA]  
FECHA: [escrito a mano: 05/11/2018]

Suscrito por **ROY LESTER** en  
presencia de

[Firma a mano ilegible]  
FIRMA DEL INVENTOR

[Firma a mano ilegible]

FIRMA DEL TESTIGO

NOMBRE: [escrito a mano: BENJAMIN SHORT]  
DIRECCIÓN: [escrito a mano: 36 MALFORD ROAD, OXFORD OX3 8BS]  
CARGO: [escrito a mano: QUÍMICO DE PROCESOS PRINCIPAL]  
FECHA: [escrito a mano: 15/11/2018]

Suscrito por **CANTAB ANTI-INFECTIVES  
LIMITED** actuando mediante [escrito a  
mano: R. WOLF-GARROWAY], administrador,  
en presencia de:

[Firma a mano ilegible]  
FIRMA DEL ADMINISTRADOR

[Firma a mano ilegible]

FIRMA DEL TESTIGO

NOMBRE: [escrito a mano: SAM YURDAKVL]  
DIRECCIÓN: [escrito a mano: 26 BEVERLY ROAD, LONDON W4 2LP]  
CARGO: [escrito a mano: Administrador de desarrollo]  
FECHA: [escrito a mano: 27/11/2018]

Suscrito por **NEW PHARMA LICENCE  
HOLDINGS LIMITED** actuando mediante  
[escrito a mano: Ankit Mahadevia],  
administrador, en presencia de:

[Firma a mano ilegible]  
FIRMA DEL ADMINISTRADOR

[Firma a mano ilegible]  
FIRMA DEL TESTIGO

NOMBRE: [escrito a mano ilegible]  
DIRECCIÓN: [escrito a mano: 2 Morin Rd Newburyport MA 01950]  
CARGO: [escrito a mano: Asistente ejecutivo]  
FECHA: [escrito a mano: 12/12/18]