

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned Assignor, hereby:

1. Sell, assign and transfer to **CRISPR Therapeutics AG**, a Swiss Public Limited Company having a place of business at **Baarerstrasse 14, 6300 Zug, SWITZERLAND**, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, my entire right, title and interest for the United States and all foreign countries, in and to any and all inventions and designs which are disclosed in the provisional patent application filed in the United States Patent and Trademark Office on **September 7, 2018** under No. **62/728,529**, bearing Attorney Docket No. **C1542.70042US00**, and entitled **UNIVERSAL DONOR CELLS**, and in and to the application and all corresponding provisional, non-provisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent, utility models, industrial designs or similar intellectual property rights which have been or shall be filed in the United States, internationally, and in any foreign country, including but not limited to China, Japan and Korea, on any of the inventions and designs; and in and to all original and reissued patents which have been or shall be issued in the United States or any other jurisdiction on the inventions and designs, including the right to apply for patent rights in each foreign country and all rights to priority, including the right to claim priority for China, Japan and Korea; as well as the right to sue in its own name and recover damages for past infringement of any United States Letters Patent and foreign patent, including a reasonable royalty relating to provisional rights under 35 U.S.C. § 154(d) that have attached to any published United States patent application, on the inventions and designs;
2. Agree that the Assignee may apply for and receive Letters Patent and utility model and industrial design registrations for the inventions and designs in its own name; and when requested, without charge to but at the expense of the Assignee, agree to carry out in good faith the intent and purpose of this Assignment, by executing all non-provisional, divisional, continuing, substitute, renewal, reissue, and all other patent, utility model and industrial design applications on any and all the inventions and designs, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to the Assignee all facts known to me relating to the inventions and designs and the history thereof, and generally by doing everything reasonably possible which the Assignee shall consider desirable for aiding in securing and maintaining proper protection for the inventions and designs and for vesting title to the inventions and designs and all applications for patents and all patents on the inventions and designs, in the Assignee;
3. Request the Director of the United States Patent and Trademark Office and foreign patent authorities to issue the Letters Patent or other intellectual property rights, including foreign patents, to the Assignee;
4. Authorize and request Wolf, Greenfield & Sacks, P.C. to supply any missing application identification information or correct any errors in the application identification information provided above, whether discovered prior to or after recordation;
5. Covenant with the Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me; and
6. Appoint Assignee, through its designee, my attorney-in-fact to execute, in my name and on my behalf, any and all documents required to effectuate this Assignment, specifically

including, but not limited to, those documents specified above and any necessary corrective assignments.

This instrument is executed under seal and signed under the pains and penalties of perjury under the laws of the United States of America.

12-13-18

Date

Inventor: Tony Ho

Address:

Citizenship:

STATE/Commonwealth of Massachusetts
COUNTY OF Middlesex:

On this 13th day of December, 2018, before me, the undersigned notary public,
personally appeared Tony Ho, proved to me through satisfactory evidence of
identification, which were personally known to me,
to be the person who signed the preceding or attached document in my presence and swore or affirmed
to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge
and belief and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

SEAL

Sylvia Morrison
Notary Public

My commission expires:

8/15/2025



01/09/2019
Date

A. Rezania
Inventor: Alireza Rezania

Address:

Citizenship:

STATE/Commonwealth of Massachusetts
COUNTY OF Middlesex:

On this 9th day of January, 2019, before me, the undersigned notary public,
personally appeared Alireza Rezania, proved to me through satisfactory evidence of
identification, which were personally known to me,
to be the person who signed the preceding or attached document in my presence and swore or affirmed
to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge
and belief and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

SEAL

Sylvia Morrison
Notary Public

My commission expires: 8/15/2025



Date _____

Inventor: Rebeca Ramos-Zayas

Address: _____

Citizenship: _____

STATE/Commonwealth of _____
COUNTY OF _____ :

On this _____ day of _____, _____, before me, the undersigned notary public,
personally appeared Rebeca Ramos-Zayas, proved to me through satisfactory evidence of
identification, which were _____,
to be the person who signed the preceding or attached document in my presence and swore or affirmed
to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge
and belief and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

SEAL

Notary Public

My commission expires: _____

ACCEPTED AND AGREED TO BY ASSIGNEE, CRISPR Therapeutics AG:

Signature: Anders Kassow Date: 23.10.2019

Printed Name: Anders Kassow

Title: Executive Director, Intellectual Property



United States Patent and Trademark Office

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT										
CONVEYING PARTY DATA											
<table border="1"><tr><th>Name</th><th>Execution Date</th></tr><tr><td>REBECA RAMOS-ZAYAS</td><td>01/28/2016</td></tr></table>	Name	Execution Date	REBECA RAMOS-ZAYAS	01/28/2016							
Name	Execution Date										
REBECA RAMOS-ZAYAS	01/28/2016										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>CRISPR THERAPEUTICS AG</td></tr><tr><td>Street Address:</td><td>BAARERSTRASSE 14</td></tr><tr><td>City:</td><td>ZUG</td></tr><tr><td>State/Country:</td><td>SWITZERLAND</td></tr><tr><td>Postal Code:</td><td>6300</td></tr></table>	Name:	CRISPR THERAPEUTICS AG	Street Address:	BAARERSTRASSE 14	City:	ZUG	State/Country:	SWITZERLAND	Postal Code:	6300	
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Street Address:	BAARERSTRASSE 14										
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PROPERTY NUMBERS Total: 1											
<table border="1"><tr><th>Property Type</th><th>Number</th></tr><tr><td>Application Number:</td><td>62728529</td></tr></table>	Property Type	Number	Application Number:	62728529							
Property Type	Number										
Application Number:	62728529										
CORRESPONDENCE DATA											
Fax Number:											
Phone:	4042536000										
Email:	jautran@polsinelli.com										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>											

Correspondent Name:	POLSINELLI PC
Address Line 1:	1201 WEST PEACHTREE STREET, NW, SUITE 1100
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	100867-626212
NAME OF SUBMITTER:	JON AUTRAN
Signature:	/Jon Autran/
Date:	09/22/2020
Total Attachments: 5 source=100867-635287 US - Rebeca Ramos Zayas NDA-c#page1.tif source=100867-635287 US - Rebeca Ramos Zayas NDA-c#page2.tif source=100867-635287 US - Rebeca Ramos Zayas NDA-c#page3.tif source=100867-635287 US - Rebeca Ramos Zayas NDA-c#page4.tif source=100867-635287 US - Rebeca Ramos Zayas NDA-c#page5.tif	
RECEIPT INFORMATION EPAS ID: PAT6311193 Receipt Date: 09/22/2020	

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CRISPR THERAPEUTICS EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In consideration of my current and any ongoing employment by CRISPR Therapeutics Inc., a Delaware corporation, on behalf of itself and affiliates including without limitation its parent corporation CRISPR Therapeutics AG, a Swiss company, which are individually and collectively referred to as the "Company", and in consideration of the compensation and any benefits now and hereafter paid to me, I hereby agree as follows:

1. NONDISCLOSURE

1.1 Recognition of Company's Rights; Nondisclosure. At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at Company and/or incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns.

1.2 Proprietary Information. The term "*Proprietary Information*" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, Proprietary Information includes:

(a) trade secrets, inventions, ideas, processes, formulas, molecular structures as well as combinations and systems thereof (including without limitation any properties and uses of such structures, combinations and systems), research or development plans, data, programs, mask works, source and object codes, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques, in each case whether or not patentable (hereinafter collectively referred to as "*Inventions*"); and

(b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and

(c) information regarding the skills and compensation of other employees, consultants or advisors of the Company.

1.3 Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("*Third Party Information*") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

1.4 No Improper Use of Information of Prior Employers and Others. During my employment by the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

2. ASSIGNMENT OF INVENTIONS.

2.1 Proprietary Rights. The term "*Proprietary Rights*" shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

2.2 Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on *Annex 1* (Previous Inventions) attached hereto a complete list of all inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as "*Prior Inventions*"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in *Annex 1* but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on *Annex 1* for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine, the

Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.

2.3 Assignment of Inventions. Subject to Sections 2.4, and 2.6, I hereby assign (effective immediately, irrevocably and without any further action being required by me when any such Inventions or Proprietary Rights are first conceived by me either alone or jointly with others) to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under patent, copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are hereinafter referred to as "*Company Inventions*." Notwithstanding the foregoing provisions of this Section 2.3, however, my obligations under this Section 2.3 shall be subject to the terms of any written agreement between me and any of the Company's or the Company's affiliates' portfolio companies provided that I agree not to enter into any such agreement without the Company's prior written consent.

2.4 Obligation to Keep Company Informed. During the period of my employment and for six (6) months after termination of my employment with the Company, I will promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf within a year after termination of employment. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to the Company pursuant to this Agreement. Notwithstanding the foregoing provisions of this Section 2.4, however, my obligations under this Section 2.4 shall be subject to the terms of any written agreement between me and any of the Company's or the Company's affiliates' portfolio companies provided that I agree not to enter into any such agreement without the Company's prior written consent.

2.5 Government or Third Party. I also agree to assign all my right, title and interest in and to any particular Company Invention to a third party, including without limitation the United States, as directed by the Company.

2.6 Works for Hire. I acknowledge that all original works of authorship are made by me (solely or jointly with others) within the scope of my employment..

2.7 Enforcement of Proprietary Rights. I will assist the Company in every way upon request to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

2.8 Power of Attorney. I hereby irrevocably designate and appoint the Company, its Chief Executive Officer and Chief Legal Officer, and its other duly-authorized officers and agents, each as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph and this Agreement with the same legal force and effect as if executed by me. In connection with but without limiting the foregoing power of attorney, in the event that the Company is unable for any reason to secure my signature on any document needed in connection with any actions required or advised by the Company's attorneys for obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights, I further expressly authorize the Company to affix or execute my signature on any such document and hereby affirm such executed document as being my own true deed. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

3. RECORDS. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

4. ADDITIONAL ACTIVITIES. I agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage in any employment or business activity which is competitive with, or would otherwise conflict with, my employment by the Company. I agree further that for the period of my employment by the Company and for one (1) year after the date of termination of my employment by the Company I

will not, either directly or through others, solicit or attempt to solicit any employee, independent contractor or consultant of the company to terminate his or her relationship with the Company in order to become an employee, consultant or independent contractor to or for any other person or entity.

5. NO CONFLICTING OBLIGATION. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

6. RETURN OF COMPANY DOCUMENTS. When I leave the employ of the Company, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement.

7. LEGAL AND EQUITABLE REMEDIES. Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

8. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient, and if not during normal business hours of the recipient, then on the next business day, (iii) five (5) calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the other party hereto at such party's address hereinafter set forth on the signature page hereof, or at such other address as such party may designate by ten (10) days advance written notice to the other party hereto.

9. NOTIFICATION OF NEW EMPLOYER. In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

10. GENERAL PROVISIONS.

10.1 Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by and construed according to the laws of the Commonwealth of Massachusetts, without reference to its conflict of laws provisions. I hereby irrevocably consent to personal jurisdiction of the state and federal courts located in Boston, Massachusetts and any appellate courts thereof.

10.2 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

10.3 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

10.4 Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

10.5 Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

10.6 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

10.7 "I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF."

10.8 Entire Agreement. The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

This Agreement shall be effective as of the first day of my employment with the Company.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT B TO THIS AGREEMENT.

EMPLOYEE:

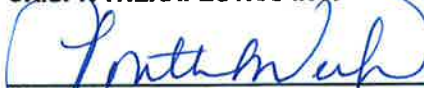

(Signature)

Printed Name: Rebeca Ramos-Zayas

Dated as of: 01/28/16

ACCEPTED AND AGREED TO BY:

CRISPR THERAPEUTICS INC.


(Signature)

Printed Name: Lori Wedge

Title: VP Finance

Dated as of: 1/31/2016

**ANNEX 1
PRIOR INVENTIONS**

This Annex 1 to the Employee Proprietary Information and Inventions Agreement provides a complete list of Inventions relevant to the subject matter of my employment by the Company, if any, that have been made or conceived or first reduced to practice by me alone or jointly with others *prior to my employment by the Company* that I desire to clarify are *not* subject to the Employee Proprietary Information and Inventions Agreement to which this Annex 1 is attached.

1. I represent that there are *no* Inventions relevant to the subject matter of my employment by the Company that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment by the Company *except as identified below*.

____ Inventions relevant to the subject matter of my employment by the Company have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment by the Company and are briefly summarized as follows:

- If I leave this section blank, I am affirming and representing that there are no such Inventions.

- If checked above, the following is a brief summary of relevant Inventions (without providing any specific proprietary or confidential information):

____ Additional sheets attached

2. I represent that I am not bringing to my employment at the Company any materials or documents belonging to a former employer.



Employee's Signature
Rebeca Ramos-Zayas

Printed Name

01/28/16

Date