

2021/10560

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO

DIRECCIÓN DE NUEVAS CREACIONES

E. S. D.

Ref.: Expediente No. **NC2021/0006098**Solicitud de patente de invención a nombre de **ABBVIE INC y CALICO LIFE SCIENCES LLC**

1. Yo, CAROLINA DAZA MONTALVO, identificada como aparece al pie de mi firma, domiciliada en la Carrera 11 No. 86-53, piso 3°, obrando como apoderada de la sociedad solicitante de la patente de invención de la referencia, **ABBVIE INC y CALICO LIFE SCIENCES LLC**, en respuesta al Oficio N° 7635 de 21 de mayo de 2021, atentamente me permito presentar el siguiente documento:
 - 1.1. **Cesión:** Conforme a lo solicitado por el Examinador, presento con este escrito los documentos que acreditan el derecho del aplicante como cesionario de la invención, de acuerdo con lo exigido en el literal k del artículo 26 de la Decisión Andina 486 de 2000.
 - 1.2. **Pago por reivindicaciones adicionales:** Conforme a lo señalado por la examinadora, confirmamos que pagaremos las tasas correspondientes, previo a la solicitud de examen de patentabilidad.
2. Habiendo dado cumplimiento al requerimiento de ese Despacho, solicito respetuosamente se continúe con el trámite de la presente solicitud.

Señora Directora,


CAROLINA DAZA MONTALVO

C.C. 66.783.790 de Palmira Valle

TP-141563 CSJ

notificaciones@clarkemodet.com.co

ASSIGNMENT

WHEREAS we,

- 1) Michael J. Dart of Highland Park, IL (US)
- 2) Jennifer M. Frost of Gurnee, IL (US)
- 3) Yunsong Tong of Libertyville, IL (US)
- 4) Xiangdong Xu of Buffalo Grove, IL (US)
- 5) Lei Shi of Vernon Hills, IL (US)
- 6) Kathleen Murauski of Chicago, IL (US)
- 7) Marina Pliushchev of Vernon Hills, IL (US)
- 8) Brian S. Brown of Evanston, IL (US)
- 9) ~~Erick~~ Voight of Pleasant Prairie, WI (US)
- 10) John T. Randolph of Libertyville, IL (US)

hereinafter the "Assignors", have made certain new and useful inventions as described in:

United States Patent Application No. 62/744,293, filed on October 11, 2018 entitled "PRODRUG MODULATORS OF THE INTEGRATED STRESS PATHWAY" {Atty. Docket No. Docket No. ABV12458USL1};

WHEREAS, AbbVie Inc., a corporation organized and existing under the laws of Delaware having a place of business at 1 North Waukegan Road, North Chicago, Illinois 60064, hereinafter the "Assignee", desires to acquire the entire right, title and interest in and to the inventions and the patent application(s) identified above, and all patents, foreign and domestic, which may be obtained for said inventions, and Assignors desire to assign such rights to AbbVie Inc., as set forth below;

NOW, THEREFORE, in exchange for valuable and legally sufficient consideration, the receipt of which is hereby acknowledged:

1. The Assignors have sold, conveyed, assigned and transferred, and by these presents do sell, convey, assign and transfer, to the Assignee their entire right, title and interest for the United States and all other jurisdictions in and to the inventions and the patent application(s) identified above, and any patents that may issue for said inventions, together with all patent applications, patents, utility models and designs therefore, including without limitation all continuations, divisions, renewals, revivals, reissues, reexaminations, extensions, supplementary protection certificates, and any substitute applications thereof, including the full right to claim all benefits

and priority rights thereto under any applicable convention or treaty including without limitation the Paris Convention, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement or violation of the foregoing, in each case, to have and to hold for sole and exclusive use and benefit of the Assignee, its successors and assigns.

2. The Assignors hereby covenant and agree that Assignors have the full right to convey the interests granted by this Assignment; and that the Assignors will assist the Assignee (including prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by Assignee) in the prosecution of the patent applications identified above, in the making and prosecution of any other applications that the Assignee may elect to make covering the inventions identified above, in vesting in the Assignee with exclusive title in and to all such other patent applications and patents, in the prosecution of any interference which may arise involving said invention, or any such patent application or patent, and in assisting Assignee in the defense and enforcement of any rights arising out of such patent application or patent, or this Assignment; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignors and their respective heirs, legal representatives and assigns.

IN WITNESS WHEREOF the Assignors have executed this Assignment.

Michael J. Dart
Michael J. Dart

9/27/2019
Date

County of Lake,)

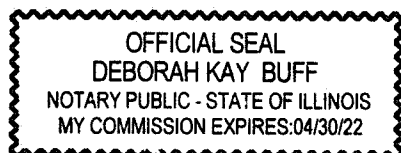
State of Illinois.)

On this 27th day of September, in the year 2019, before me, Deborah Kay Buff, Notary Public, personally appeared **Michael J. Dart**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Deborah Kay Buff
(Notary Public)

(Seal)



IN WITNESS WHEREOF, the Assignors have executed this Assignment.

Jennifer M. Frost
Jennifer M. Frost

9-23-2019
Date

County of LAKE.)

State of ILLINOIS.)

On this 23rd day of SEPTEMBER, in the year 2019, before me, DONNA MARIE REGAN, Notary Public, personally appeared Jennifer M. Frost, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of ILLINOIS that the foregoing paragraph is true and correct.

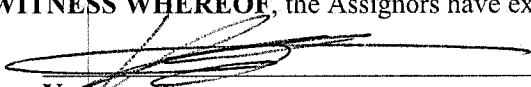
WITNESS my hand and official seal.

Signature Donna Marie Regan 09/23/2019
(Notary Public)

(Seal)



IN WITNESS WHEREOF, the Assignors have executed this Assignment.


Yunsong Tong

09/24/2019
Date

County of Lake,)

State of IL.

On this 24th day of September, in the year 2019, before me,
Donna Gile, Notary Public, personally appeared Yunsong Tong, who proved to
me on the basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and
that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted,
executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of
Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Donna Gile

(Notary Public)

(Seal)



IN WITNESS WHEREOF, the Assignors have executed this Assignment.

Xiangdong Xu

09/24/2019
Date

County of Lake.)

State of Illinois.)

On this 24th day of September, in the year 2019, before me, Donna Gile, Notary Public, personally appeared Xiangdong Xu, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Donna Gile

(Notary Public)

(Seal)



IN WITNESS WHEREOF, the Assignors have executed this Assignment.

Lei Shi
Lei Shi

9/23/2019
Date

County of USA,

State of Illinois.

On this 23rd day of September, in the year 2019, before me,
Donna Gile, Notary Public, personally appeared Lei Shi, who proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her
signature on the instrument, the person or the entity upon behalf of which the person acted, executed the
instrument. I certify under PENALTY OF PERJURY under the laws of the State of
Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Donna Gile
(Notary Public)

(Seal)



IN WITNESS WHEREOF, the Assignors have executed this Assignment.

Kathleen J. Murauski
Kathleen Murauski

9/23/19
Date

County of Lake.)

State of Illinois.)

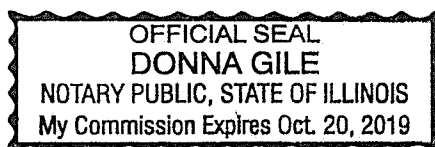
On this 23rd day of September, in the year 2019, before me,
DONNA GILE, Notary Public, personally appeared **Kathleen Murauski**, who proved
to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and
that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted,
executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of
Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Donna Gile

(Notary Public)

(Seal)



IN WITNESS WHEREOF, the Assignors have executed this Assignment.


Marina Pliushchev

09/24/2019
Date

County of LAKE,)

State of ILLINOIS.

On this 24th day of SEPTEMBER, in the year 2019, before me, DONNA MARIE REGAN, Notary Public, personally appeared Marina Pliushchev, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of ILLINOIS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  09/24/2019
(Notary Public)

(Seal)



IN WITNESS WHEREOF, the Assignors have executed this Assignment.



Brian S. Brown

9/26/2019

Date

County of _____.)

State of _____.)

On this _____ day of _____, in the year 20____, before me,
_____. Notary Public, personally appeared **Brian S. Brown**, who proved to
me on the basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and
that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted,
executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of
_____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Notary Public)

(Seal)

SEE ATTACHED
CALIFORNIA ALL-PURPOSE
ACKNOWLEDGEMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SANTA CLARA)

On 26 SEPT 2019 before me, KATHI COHEN, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared BRIAN S. BROWN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: PATENT APPLICATION # 62/744,293
Document Date: 11 OCT 2018 Number of Pages: 12
Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: BRIAN S BROWN
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: SELF

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

IN WITNESS WHEREOF, the Assignors have executed this Assignment.

Eric Voight
Eric Voight

9-26-19
Date

County of Lake.)

State of Illinois.)

On this 26th day of September, in the year 2019, before me, Deborah Kay Buff, Notary Public, personally appeared Eric Voight, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

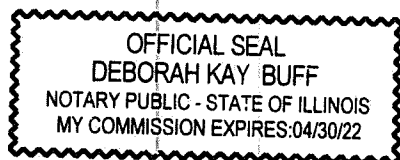
WITNESS my hand and official seal.

Signature

Deborah Kay Buff

(Notary Public)

(Seal)



IN WITNESS WHEREOF, the Assignors have executed this Assignment.

John T. Randolph
John T. Randolph

9-25-19
Date

County of Lake.)

State of Illinois.)

On this 25th day of September, in the year 2019, before me,
Donna Gile, Notary Public, personally appeared John T. Randolph, who proved
to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and
that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted,
executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of
Illinois that the foregoing paragraph is true and correct.

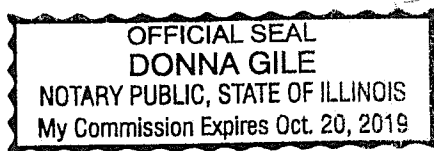
WITNESS my hand and official seal.

Signature

Donna Gile

(Notary Public)

(Seal)



ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Kathleen Ann Martin and Carmela Sidrauski (hereinafter referred to as Assignors), residing at 3450 Sacramento Street, San Francisco, California 94118; and 20434 Walnut Ave, Saratoga, California 95070, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in PRODRUG MODULATORS OF THE INTEGRATED STRESS PATHWAY, set forth in a Provisional application for Letters Patent of the United States, already filed on October 11, 2018 as U.S. Application No. 62/744293; and

WHEREAS, Calico Life Sciences LLC, having its principal place of business at 1170 Veterans Blvd, South San Francisco, California 94080 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

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

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

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

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

AND Assignors hereby request the Commissioner for Patents and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

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

GOODWIN PROCTER LLP

All practitioners at Customer Number 051414

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

May 18, 2019
Date

Kathleen Ann Martin
Kathleen Ann Martin

Witness:

May 18, 2019
Date

Lindsay Keever
Lindsay Keever

7.31.19

Date

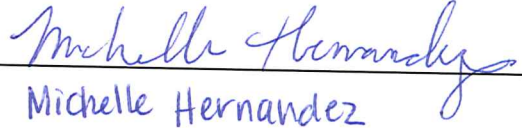


Carmela Sidrauski

Witness:

7.31.19

Date

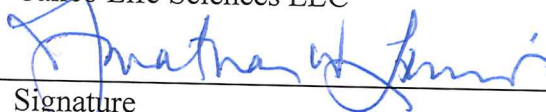

Michelle Hernandez

ASSIGNEE hereby accepts receipt of the entire right, title and interest in
and to the PATENTS AND PATENT APPLICATIONS.

9/4/19

Date

By: Calico Life Sciences LLC



Signature

Jonathan W. Lewis

Printed Name of Signor

chief Business Officer

Title/Authority of Signor