

ASSIGNMENT

This assignment is by:

- 1 Shanghai Yu
c/o Vintagence Biotechnology, Ltd.
Yuan Feng Road No. 168, Suite 313
Kun Shan City, Jiangsu Province
China
- 2 Ben Li
c/o Vintagence Biotechnology, Ltd.
Yuan Feng Road No. 168, Suite 313
Kun Shan City, Jiangsu Province
China

(each referred to in this Assignment as "Assignor"), whose residence or mailing address information is listed above.

This Assignment is to:

Assignee: Vintagence Biotechnology, Ltd.
Address: Yuan Feng Road No. 168, Suite 313
Kun Shan City, Jiangsu Province
China
A juristic entity duly organized under and pursuant to the laws of: China

(referred to in this Assignment as "Assignee"), which desires to acquire the entire right, title and interest in, to and under the patent application identified below and the inventions covered thereby.

Assignor invented certain new and useful inventions in:

THR BETA AGONISTS, METHODS OF PREPARATION AND USE THEREOF

which are set forth in:

Chinese Serial No.: 201811527414.4 Filing Date: December 13, 2018
(which identifying information may be added after execution)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement,

1. Assignor hereby sells, assigns, transfers and sets over, to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to the above-mentioned inventions, application for letters patent, any and all non-provisionals, divisions, continuations, and continuations-in-part claiming priority thereto or the benefit thereof, substitutions of said applications, and any and all letters patent or patents in the United States of America and all foreign countries or jurisdictions which may be granted therefor and thereon, including, without limitation, any modifications to such letters patent or patents such as through reissue, re-examination or other post-grant proceeding, and any and all extensions of said letters patent or patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee (including any right to institute actions and to recover damages for past, present and future infringement, and any and all rights to claim priority to said application and any and all applications claiming priority thereto or based on said inventions), for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

2. Assignor represents, warrants and covenants (a) that, at the time of execution and delivery of this agreement, Assignor is the sole and lawful owner of Assignor's entire right, title and interest in and to said inventions and said application for letters patent, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth in this agreement, or (b) that Assignor solely and lawfully owned Assignor's entire right, title and interest in and to said inventions and said application for letters patent, and that the same were unencumbered and that Assignor previously sold, assigned, transferred and set over, to Assignee, its successors, legal representatives and assigns, or to a predecessor in interest of Assignee, Assignor's entire right, title and interest in and to said inventions and said applications for letters patent.

3. Assignor shall promptly sign and execute all papers and documents, take all lawful oaths, and do all acts necessary, required or useful for the procurement, maintenance, enforcement, defense or otherwise to secure title thereto to the Assignee, at the sole cost and expense of Assignee, its successors, legal representatives and assigns, in each case including, without limitation, arising from or relating to (a) said inventions, or said application for letters patent; (b) any non-provisional, division, continuation, or continuation-in-part claiming priority thereto or the benefit thereof, or any substitution of any such application, or (c) any letters patent or patents for said inventions in any country or jurisdiction, including, without limitation, any modifications to such letters patent or patents such as through reissue, re-examination, or other post-grant proceeding. For purposes of this paragraph, "procurement, maintenance, enforcement, defense" shall include, without limitation, any preparation, prosecution, pre-grant proceeding, and post-grant proceeding, whether before a patent office or other administrative body or judicial body with jurisdiction therefor.

4. Assignor hereby authorizes and requests the Commissioner of Patents in the United States to issue the above mentioned letters patent of the United States to Assignee as the assignee of said inventions and the letters patent to be issued thereon for the sole use of Assignee, its successors, legal representatives and assigns.

5. Assignor hereby grants attorneys, all of Morrison & Foerster LLP, 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 or any foreign patent issuing authority for recordation of this document, including the power to insert on this assignment the application number and filing date of said application when known.

6. This assignment may be executed in one or more counterparts, with the same effect as if each signature were on the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one agreement.

In witness whereby, executed by the undersigned on the date(s) opposite the undersigned name(s).

ASSIGNOR(s):

Date:	<u>11/24/2019</u>	Signature:	<u>Shanghai Yu</u>
			Shanghai Yu
Date:	<u>11/24/2019</u>	Signature:	<u>Ben Li</u>
			Ben Li

ASSIGNEE:

Date:	<u>11/25/2019</u>	Signature:	<u>Ben Li</u>
			Name: Ben Li
			Title: CEO
			Company: Vintagence Biotechnology, Ltd.

CORPORATION TO CORPORATION ASSIGNMENT

This Assignment is by:

Assignor: Vintagene Biotechnology, Ltd.
Address: Yuan Feng Road No. 168, Suite 313
Kun Shan City, Jiangsu Province
China
A juristic entity duly organized under and pursuant to the laws of: China

(referred to in this Assignment as "Assignor"), which is the sole and exclusive owner, by assignment, of the U.S. patent application identified below:

Chinese Serial No.: 201811527414.4 Filing Date: December 13, 2018

Title: THR BETA AGONISTS, METHODS OF PREPARATION AND USE THEREOF

This Assignment is to:

Assignee: Terns Pharmaceuticals, Inc.
Address: P.O. BOX 61
George Town, Grand Cayman, Cayman Islands KY1-1102
A juristic entity duly organized under and pursuant to the laws of: Cayman Islands

(referred to in this Assignment as "Assignee"), which desires to acquire the entire right, title and interest in, to and under said patent application and the inventions covered thereby.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement,

1. Assignor hereby sells, assigns, transfers and sets over, to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to the above-mentioned inventions, application for letters patent, and any and all non-provisionals, divisions, continuations, and continuations-in part claiming priority thereto or the benefit thereof, substitutions of said applications, and any and all letters patent or patents in the United States of America and all foreign countries or jurisdictions which may be granted therefor and thereon, including, without limitation, any modifications to such letters patent or patents such as through reissue, re-examination or other post-grant proceeding, and any and all extensions of said letters patent or patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee (including any right to institute actions and to recover damages for past, present and future infringement, and any and all rights to claim priority to said application and any and all applications claiming priority thereto or based on said inventions), for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

2. Assignor represents, warrants and covenants (a) that, at the time of execution and delivery of this agreement, Assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and said application for letters patent, and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth in this agreement, or (b) that Assignor was the sole and lawful owner of the entire right, title and interest in and to said inventions and said application for letters patent, and that the same were unencumbered and that Assignor sold, assigned, transferred and set over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said inventions and said application for letters patent.

3. Assignor shall promptly sign and execute all papers and documents, take all lawful oaths, and do all acts necessary, required or useful for the procurement, maintenance, enforcement, defense or otherwise to secure title thereto to the Assignee, at the sole cost and expense of Assignee, its successors, legal representatives and assigns, in each case including, without limitation, arising from or relating to (a) said inventions, or said application for letters patent; (b) any non-provisional, division, continuation, or continuation-in-part claiming priority thereto or the benefit thereof; or any substitution of any such application; (c) any letters patent or patents for said inventions in any country or jurisdiction, including without limitation, any modifications to such letters patent or patents such as through reissue, re-examination or other post-grant proceeding. For purposes of this paragraph, "procurement, maintenance, enforcement, defense" shall include, without limitation, any preparation, prosecution, pre-grant proceeding, and post-grant proceeding, whether before a patent office or other administrative body or judicial body with jurisdiction therefor.
4. Assignor hereby authorizes and requests the Commissioner of Patents in the United States to issue the above mentioned letters patent of the United States to Assignee as the assignee of said inventions and the letters patent to be issued thereon for the sole use of Assignee, its successors, legal representatives and assigns.
5. Assignor hereby grants Assignee's attorneys, all of Morrison & Foerster LLP, 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 or any foreign patent issuing authority for recordation of this document, including the power to insert on this assignment the application number and filing date of said application when known.
6. This assignment may be executed in one or more counterparts, with the same effect as if each signature were on the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one agreement.

In witness whereby, executed by the undersigned on the date(s) opposite the undersigned name(s).

ASSIGNOR:

Date: 11/25/2018

Signature: Ban Li
Name: Ban Li
Title: CEO
Company: Vintagene Biotechnology, Ltd.

ASSIGNEE:

Date: 11/26/2019

Signature: Weidong Zhong
Name: Weidong Zhong
Title: CEO
Company: Terns Pharmaceuticals, Inc.

CORPORATION TO CORPORATION ASSIGNMENT

This Assignment is by:

Assignor: Terns Pharmaceuticals, Inc.
Address: P.O. BOX 61
George Town, Grand Cayman, Cayman Islands KY1-1102
A juristic entity duly organized under and pursuant to the laws of: Cayman Islands

(referred to in this Assignment as "Assignor"), which is the sole and exclusive owner, by assignment, of the U.S. patent application identified below:

Chinese Serial No.: 201811527414.4 Filing Date: December 13, 2018

Title: THR BETA AGONISTS, METHODS OF PREPARATION AND USE THEREOF

This Assignment is to:

Assignee: Terns, Inc.
Address: 1065 E. Hillsdale Blvd., Suite 100
Foster City, California 94404
A juristic entity duly organized under and pursuant to the laws of: Delaware

(referred to in this Assignment as "Assignee"), which desires to acquire the entire right, title and interest in, to and under said patent application and the inventions covered thereby.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Assignor hereby sells, assigns, transfers and sets over, to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to the above-mentioned inventions, application for letters patent, and any and all non-provisionals, divisions, continuations, and continuations-in part claiming priority thereto or the benefit thereof, substitutions of said applications, and any and all letters patent or patents in the United States of America and all foreign countries or jurisdictions which may be granted therefor and thereon, including, without limitation, any modifications to such letters patent or patents such as through reissue, re-examination or other post-grant proceeding, and any and all extensions of said letters patent or patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee (including any right to institute actions and to recover damages for past, present and future infringement, and any and all rights to claim priority to said application and any and all applications claiming priority thereto or based on said inventions), for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

2. Assignor represents, warrants and covenants (a) that, at the time of execution and delivery of this agreement, Assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and said application for letters patent, and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth in this agreement, or (b) that Assignor was the sole and lawful owner of the entire right, title and interest in and to said inventions and said application for letters patent, and that the same were unencumbered and that Assignor sold, assigned, transferred and set over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said inventions and said application for letters patent.

3. Assignor shall promptly sign and execute all papers and documents, take all lawful oaths, and do all acts necessary, required or useful for the procurement, maintenance, enforcement, defense or otherwise to secure title thereto to the Assignee, at the sole cost and expense of Assignee, its successors, legal representatives and assigns, in each case including, without limitation, arising from or relating to (a) said inventions, or said application for letters

patent; (b) any non-provisional, division, continuation, or continuation-in-part claiming priority thereto or the benefit thereof; or any substitution of any such application; (c) any letters patent or patents for said inventions in any country or jurisdiction, including without limitation, any modifications to such letters patent or patents such as through reissue, re-examination or other post-grant proceeding. For purposes of this paragraph, "procurement, maintenance, enforcement, defense" shall include, without limitation, any preparation, prosecution, pre-grant proceeding, and post-grant proceeding, whether before a patent office or other administrative body or judicial body with jurisdiction therefor.

4. Assignor hereby authorizes and requests the Commissioner of Patents in the United States to issue the above mentioned letters patent of the United States to Assignee as the assignee of said inventions and the letters patent to be issued thereon for the sole use of Assignee, its successors, legal representatives and assigns.

5. Assignor hereby grants Assignee's attorneys, all of Morrison & Foerster LLP, 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 or any foreign patent issuing authority for recordation of this document, including the power to insert on this assignment the application number and filing date of said application when known.

6. This assignment may be executed in one or more counterparts, with the same effect as if each signature were on the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one agreement.

In witness whereby, executed by the undersigned on the date(s) opposite the undersigned name(s).

ASSIGNOR:

Date: 11/26/2019

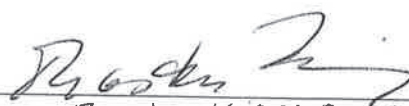
Signature: 

Name: Weidong Zhong
Title: CEO

Company: Terns Pharmaceuticals, Inc.

ASSIGNEE:

Date: 11/26/2019

Signature: 

Name: Thorsten KIRSCHBERG
Title: SR DIRECTOR

Company: Terns, Inc.