

Attorney Docket No. DGH-00125

ASSIGNMENT

WHEREAS, we, Mark Chambers, Erica Goldsmith, Jason Tierney, Karamjit Jandu, David Clark, Paul Hinchliffe, and Michael H. Serrano-Wu, have invented one or more inventions described in an application for Letters Patent of the United States, entitled **PCSK9 INHIBITORS AND METHODS OF USE THEREOF** the specification of which:

- ☐ is being executed herewith; and is about to be filed in the United States Patent Office;
- ☐ was filed on _____ as U.S. Application No. _____;
- ☒ was filed on January 16, 2020 as PCT Application No. PCT/US20/13881;
- ☐ was patented on _____ as U.S. Patent No. _____;

WHEREAS, **Dogma Therapeutics, Inc.**, (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, having principal offices at 4 Dana Road, Boxford, Massachusetts 01921, desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention(s) as described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon, and any substitution, reissue, continuation, divisional, revival and foreign counterparts thereof and including the right to claim priority under any applicable statute, treaty or convention based on said application; said invention(s), application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, all choses in action pertaining to the applications or Letters Patent including the right to sue for and collect damages and other recoveries for past infringement thereof, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the prosecution, exploitation, or defense of rights and registrations pertaining to the applications or Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

B5089784.1

Attorney Docket No. DGH-00125

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional, continuation or revival applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

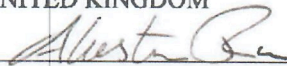
Inventor:



Date: 22 Jan 2020

Mark Chambers
Chesterford Research Park
Address: CAMBRIDGE
CB10 1XL
UNITED KINGDOM

Witness:



Date: 22 Jan 2020

Print Name:

ALUSTAR RAE

B5089784.1

- 2 -

Attorney Docket No. DGH-00125

Inventor: Erica Goldsmith

Date: 22 Jan 2020

Erica Goldsmith
Chesterford Research Park
Address: CAMBRIDGE
CB10 1XL
UNITED KINGDOM

Witness: Mark Chambers

Date: 22 Jan 2020

Print Name: MARK CHAMBERS

B5089784.1

- 3 -

Attorney Docket No. DGH-00125

Inventor: J.P. Tierney

Date: 22ND JANUARY 2020

Address: Jason Tierney
Chesterford Research Park
CAMBRIDGE
CB10 1XL
UNITED KINGDOM

Witness: [Signature]

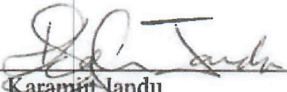
Date: 22.1.2020.

Print Name: LYN STONEBROOK

B5089784.1

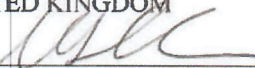
- 4 -

Attorney Docket No. DGH-00125

Inventor: 
Karamjit Jandu

Date: 22nd Jan 2020

Address: Chesterford Research Park
CAMBRIDGE
CB10 1XL
UNITED KINGDOM

Witness: 

Date: 22 Jan 2020

Print Name: MARK CHAMBERS

B5089784.1

- 5 -

Attorney Docket No. DGH-00125

Inventor:

D. Clark

Date: 22nd January 2020

David Clark
Chesterford Research Park
Address: CAMBRIDGE
CB10 1XL
UNITED KINGDOM

Witness:

Emanuela Gancia

Date: 22nd JAN 2020

Print Name:

EMANUELA GANCIA

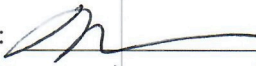
B5089784.1

- 6 -

Attorney Docket No. DGH-00125

Inventor:  Date: 27 Jan 2020

Michael H. Serrano-Wu
4 Elizabeth Road
Address: Belmont, Massachusetts 02478
UNITED STATES OF AMERICA

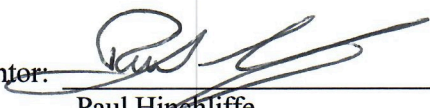
Witness:  Date: 1-27-2020

Print Name: Nancy Serrano-Wu

B5089784.1

- 8 -

Attorney Docket No. DGH-00125

Inventor: 
Paul Hinchliffe

Date: 22-JAN-2020

Address: Chesterford Research Park
CAMBRIDGE
CB10 1XL
UNITED KINGDOM

Witness: 

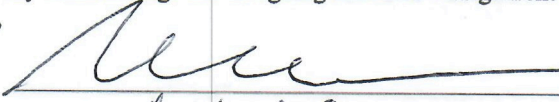
Date: 22 Jan 2020

Print Name: MARK CHAMBERLAIN

B5089784.1

ACKNOWLEDGEMENT OF ASSIGNEE:

I hereby acknowledge the foregoing executed Assignment on behalf of **Dogma Therapeutics, Inc.,**

By:  Date: 29 Jan 2020
Name: Michael Serrano-Whe
Title: CSD

B5089784.1

ASSIGNMENT

WHEREAS, we, Michael H. Serrano-Wu, Mark Chambers, Erica Goldsmith, Jason Tierney, Karamjit Jandu, David Clark, Paul Hinchliffe, Weihong Zheng, and Zhixiong Ye, have invented one or more inventions described in an application for Letters Patent of the United States, entitled **PCSK9 INHIBITORS AND METHODS OF USE THEREOF** the specification of which:

☐ is being executed herewith; and is about to be filed in the United States Patent Office;

☒ was filed on January 18, 2019 as U.S. Application No. 62/794,234;

☐ was filed on _____ as PCT Application No. _____;

☐ was patented on _____ as U.S. Patent No. _____;

WHEREAS, **Dogma Therapeutics, Inc.**, (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of Massachusetts, having principal offices at 4 Dana Road, Boxford, Massachusetts 01921, desires to acquire an interest therein in accordance with agreements duly entered into with us;

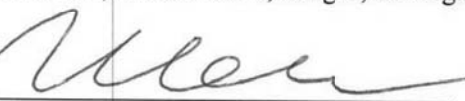
NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention(s) as described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon, and any substitution, reissue, continuation, divisional, revival and foreign counterparts thereof and including the right to claim priority under any applicable statute, treaty or convention based on said application; said invention(s), application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, all choses in action pertaining to the applications or Letters Patent including the right to sue for and collect damages and other recoveries for past infringement thereof, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the prosecution, exploitation, or defense of rights and registrations pertaining to the applications or Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of

ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional, continuation or revival applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

Inventor:



Date:

2/14/19

Michael H. Serrano-Wu
4 Elizabeth Road

Address: Belmont, Massachusetts 02478

Witness:



Date:

2/14/19

Print Name:

Brian Hubbard

Attorney Docket No.: DGH-00162

Inventor: 

Date: 25 Jan 2019

Mark Chambers
Chesterford Research Park
Address: CAMBRIDGE
CB10 1XL
UNITED KINGDOM

Witness: 

Date: 25-JAN-2019

Print Name: PAUL WINCHCLIFFE
CHESTERFORD RESEARCH PARK
CAMBRIDGE
CB10 1XL
UK

Attorney Docket No.: DGH-00162

Inventor: Erica Goldsmith Date: 25 JAN 2019

Erica Goldsmith
Chesterford Research Park
Address: CAMBRIDGE
CB10 1XL
UNITED KINGDOM

Witness: Paul Hinchliffe Date: 25-JAN-2019

Print Name: PAUL HINCHLIFFE

CHESTERFORD RESEARCH PARK
CAMBRIDGE
CB10 1XL
UK

Attorney Docket No.: DGH-00162

Inventor: JP. Tierney Date: 29th Jan 2019
Jason Tierney
Chesterford Research Park
Address: CAMBRIDGE
CB10 1XL
UNITED KINGDOM
Witness: [Signature] Date: 29th JAN 2019
Print Name: LIN STONFORD
22, MONKY SUCKLE CLOSE,
BISHOP'S STORTFORD,
HERTFORDSHIRE,
CM23 4RL.

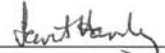
B4940844.1

Attorney Docket No.: DGH-00162

Inventor: 
Karamjit Jandu

Date: 25th Jan 2019

Address: Chesterford Research Park
CAMBRIDGE
CB10 1XL
UNITED KINGDOM

Witness: 

Date: 25 JAN 2019

Print Name: DAVID HARDY

Address: CHESTERFORD RESEARCH PARK
CAMBRIDGE
CB10 1XL
UK

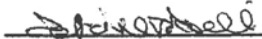
Attorney Docket No.: DGH-00162

Inventor: 

Date: 25th January 2019

David Clark
Chesterford Research Park

Address: CAMBRIDGE
CB10 1XL
UNITED KINGDOM

Witness: 

Date: 25TH JANUARY 2019

Print Name: PATRICIA TISELLI

ADDRESS: CHESTERFORD RESEARCH PARK
CAMBRIDGE
CB10 1XL
UNITED KINGDOM

Attorney Docket No.: DGH-00162

Inventor:  Date: 25-JAN-2019

Paul Hinchliffe
Chesterford Research Park
Address: CAMBRIDGE
CB10 1XL
UNITED KINGDOM

Witness:  Date: 25TH Jan 2019

Print Name: K.S. Sandu
CHESTERFORD RESEARCH PARK
CAMBRIDGE
CB10 1XL
UK

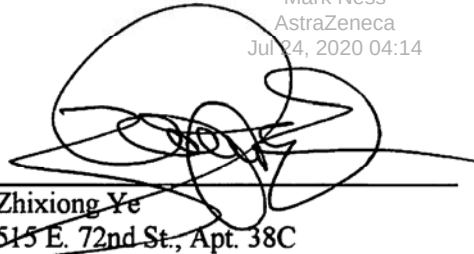
Inventor: Wei hong Zheng
Wei hong Zheng
409 Qingtong Road, No. 21, Apt. 703
Address: Shanghai 201203
PEOPLE'S REPUBLIC OF CHINA

Date: 02/27/2019

Witness: Yi Mei
Print Name: Yi Mei

Date: 02/27/2019

Inventor: _____


Zhixiong Ye
515 E. 72nd St., Apt. 38C

Address: New York, New York 10021

Date: 2019-2-27

Witness: _____

Yi Mei

Date: 2019.2.27

Print Name: _____

Yi Mei

ACKNOWLEDGEMENT OF ASSIGNEE:

I hereby acknowledge the foregoing executed Assignment on behalf of **Dogma Therapeutics, Inc.**,

By:  Date: 2/14/19
Name: Brian Hubbard
Title: President

B4940844.1

This PATENT ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of August 26th, 2020, effective with the Closing of the Purchase Agreement (the "Effective Date") by and between Dogma Therapeutics, Inc., a Delaware corporation with its principal office at 4 Dana Road, Boxford, MA 01921 U.S.A. (the "Assignor"), and AstraZeneca AB, a company incorporated in Sweden under no. 556011-7482 with its registered office at SE-151 85 Södertälje, Sweden and with offices at Pepparedsleden 1, SE-431 83 Mölndal, Sweden (the "Assignee").

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of August 26th, 2020 (the "Purchase Agreement"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement, the Assignor agreed to, among other things, sell, convey, transfer and assign to the Assignee, all of the Assignor's right, title and interest to the Compound Intellectual Property, including the Patents included therein; and

WHEREAS, the execution and delivery of this Assignment is required in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee and the Assignor hereby agree as follows:

1. Assignment. The Assignor hereby perpetually and irrevocably sells, conveys, transfers and assigns to Assignee all of the Assignor's right, title and interest in, to and under the following (the "Assigned Patent Rights"): (a) the patents and patent applications set forth on Schedule I attached hereto and incorporated herein by reference (including all applications and filings, provisional applications, substitutions, continuations, continuations-in-part, divisionals, reexaminations, extensions, and renewals, and all letters of patent granted with respect to any of the foregoing) (the "Patents"), (b) all rights of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international conventions and treaties, and otherwise throughout the world, including the right to claim priority, (c) any and all rights of the Assignor to sue at law or in equity for any infringement, imitation, misappropriation, violation, misuse, breach, or default or other unauthorized use or conduct in derogation of such Patents, including the right to receive all proceeds and damages therefrom, (d) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to such Patents, (e) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to such Patents and (f) any and all rights to foreign counterparts to such Patents.

2. Recordation. The Assignee shall take all actions reasonably necessary or desirable to effectuate the assignment of the Patents contemplated hereunder, including but not limited to, making filings and executing any documents that may be necessary or desirable for purposes of recordation of such assignment by the United States Patent and Trademark Office or any other office or authority responsible for registration of Intellectual Property in any other jurisdiction throughout the world. Assignor hereby authorizes the Commissioner for Patents in the United

States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

3. Further Assurances. In addition to the obligations set forth in Section 2 hereof, each party hereto shall execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary in order to consummate or implement on a timely basis the transactions contemplated by this Assignment, including, but not limited to, the execution and delivery of any additional, separate documents and performance of other additional acts reasonably necessary or desirable to record and perfect the interest of Assignee (or any assignee or successor thereto) in and to the Assigned Patent Rights.

4. Purchase Agreement Controls. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patent Rights. Notwithstanding anything to the contrary contained herein, no provision of this Assignment shall in any way modify, replace, amend, change, rescind, waive, amplify or in any way affect the express provisions (including the representations, warranties, covenants, agreements, conditions or any of the obligations and indemnifications, and the limitations relating thereto, of Assignee or Assignor) set forth in the Purchase Agreement, this Assignment being intended solely to effect the transfer of certain assets, obligations and liabilities pursuant to the Purchase Agreement in accordance with the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Amendment and Waiver. This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties. Any amendment, supplement, or modification of or to any provision of this Assignment and any waiver of any provision of this Assignment shall be effective (a) only if it is made or given in writing and signed by Assignor and Assignee or, in the case of a waiver, by the party granting the waiver and (b) only in the specific instance and for the specific purpose for which made or given.

6. Enforceability; Severability. If any covenant or provision hereof is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision hereof, each of which is hereby declared to be separate and distinct. If any provision of this Assignment is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. If any provision of this Assignment is declared invalid or unenforceable for any reason other than overbreadth, the parties agree to modify the offending provision so as to maintain the essential benefits of the bargain between the parties to the maximum extent possible, consistent with Law and public policy.

7. Benefits of Agreement. All of the terms and provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Assignment is for the sole benefit of the parties hereto and not for the benefit of any third party.

8. Governing Law; Dispute Resolution.

(a) This Assignment shall be governed by and construed, and all disputes relating to or arising out of this Assignment or the transactions contemplated hereby shall be resolved, in accordance with the Laws of the State of New York, excluding any conflicts or choice of Law rule or principle that would otherwise refer construction or interpretation of this Assignment or the resolution of any dispute relating to or arising out of this Assignment or the transactions contemplated hereby to the Law of another jurisdiction.

(b) Jurisdiction; Venue; Service Of Process. Each party irrevocably submits to the exclusive jurisdiction of (i) the Supreme Court of the State of New York, New York County and (ii) the United States District Court for the Southern District of New York for the purposes of any Legal Proceeding arising out of or relating to this Assignment. Each party agrees to commence any Legal Proceeding relating hereto in the United States District Court for the Southern District of New York, or, if such Legal Proceeding may not be brought in such court for jurisdictional reasons, in the Supreme Court of the State of New York, New York County. Each party further agrees that service of any process, summons, notice or document by registered mail to such party's respective address set forth in Section 7.2 of the Purchase Agreement shall be effective service of process for any Legal Proceeding in New York with respect to any matters to which it has submitted to jurisdiction in this section. Each party irrevocably and unconditionally waives any objection to the laying of venue of any Legal Proceeding arising out of or relating to this Assignment in the courts described above.

9. Counterparts. This Assignment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Assignment may be executed by facsimile, .pdf or other electronically transmitted signatures and such signatures shall be deemed to bind each party hereto as if they were the original signatures.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed by their respective authorized representatives as of the Effective Date.

DOGMA THERAPEUTICS, INC.

By: 
Name: Brian Hubbard
Title: President

ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

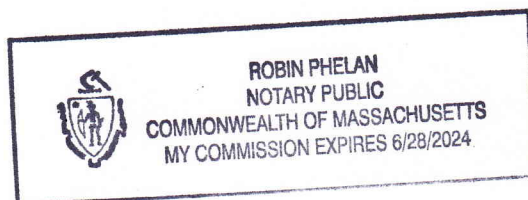
COUNTY OF ESSEX

)
)SS.
)

On the 23 day of August, 2020, before me personally appeared Brian Hubbard, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President and Chief Executive Officer of Dogma Therapeutics, Inc. , a Delaware corporation, and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.

My Commission Expires: 6-28-2024

Robin Phelan
Notary Public
Printed Name: Robin Phelan



ASTRAZENECA AB (PUBL.)

By: 

Name: MARK NESS

Title: AUTHORIZED SIGNATORY

Schedule I

Application No.	Country	Filing Date	Publication No.	Application Title
16/744929	US	16-Jan-2020	-	PCSK9 INHIBITORS AND METHODS OF USE THEREOF
PCT/US2020/013881	WO	16-Jan-2020	WO 20/150473	PCSK9 INHIBITORS AND METHODS OF USE THEREOF
62/794234	US	18-Jan-2019	-	PCSK9 INHIBITORS AND METHODS OF USE THEREOF
109101673	TW	17-Jan-2020	-	PCSK9 INHIBITORS AND METHODS OF USE THEREOF
16/744932	US	16-Jan-2020	2020/0231584	PCSK9 INHIBITORS AND METHODS OF USE THEREOF
PCT/US2020/013882	WO	16-Jan-2020	WO 20/150474	PCSK9 INHIBITORS AND METHODS OF USE THEREOF
62/794239	US	18-Jan-2019	-	PCSK9 INHIBITORS AND METHODS OF USE THEREOF
109101672	TW	17-Jan-2020	-	PCSK9 INHIBITORS AND METHODS OF USE THEREOF
63/051748	US	14-Jul-2020	-	COMBINATION THERAPIES FOR THE TREATMENT OF CARDIOVASCULAR DISEASES AND DISORDERS
63/051768	US	14-Jul-2020	-	COMPOSITIONS AND METHODS FOR PROTEIN DEGRADATION
63/051750	US	14-Jul-2020	-	PCSK9 INHIBITORS AND METHODS OF USE THEREOF