

INVENTION RIGHTS ASSIGNMENT AGREEMENT

This Invention Rights Assignment Agreement (this "Assignment Agreement") effective the October 30th, 2019 (the "Effective Date"), is by and between

BETWEEN THE UNDERSIGNED:

Mr. Michael LINDEN, a Swiss citizen, born on 19/12/1958, at Basel, domiciled at the head office of HANDL THERAPEUTICS BV, located at Bio-Incubator 3, Gaston Geenslaan 1, 3001 Leuven, Belgium,

Hereunder referred to as the "Assignor"

On one hand,

AND

HANDL THERAPEUTICS BV, a company registered on September 30, 2019, under the laws of Belgium, whose registered office is located at Bio-Incubator 3, Gaston Geenslaan 1, 3001 Leuven, Belgium, with a VAT nr: BE 0735.503.488, legally represented by Florent Gros, in its quality of CEO

Hereunder referred to as the "Assignee"

On the other hand,

WHEREAS :

The Assignor is one of the inventors, together with Mrs. Gloria GONZALEZ ASEGUINOLAZA and Mr. José Luis LANCIEGO PEREZ, of the invention which has been protected by the European patent application EP 19382706 filed on August 12, 2019, and by the PCT application No. PCT/EP2020/072087, Argentina Patent Application No. 2020012236 and Taiwanese Patent Application No. 109126665 filed under priority, on August 6, 2020, entitled "Viral particles for use in treating synucleinopathies such as Parkinson's diseases by gene therapy", which patent applications have been filed in the name of FUNDACION PARA LA INVESTIGACION MEDICA APLICADA and CONSORCIO CENTRO DE INVESTIGACION BIOMEDICA EN EL RED DEL AREA DE ENFERMEDADES NEURODEGENERATIVAS M.P CIBERNED, hereunder referred to as the "Patent applications".

The Assignor states that is the true co-inventor of the invention subject of the above-mentioned Patent applications and expressly agrees, retroactively from the Effective Date, to assign its rights to this share of ownership of the invention covered by the Patent applications

Dr FG

to HANDL THERAPEUTICS BV and to authorize this later to be entitled to be registered as the co-owner of the Patent applications, together with the other co-owners, the entities FUNDACION PARA LA INVESTIGACION MEDICA APLICADA and CONSORCIO CENTRO DE INVESTIGACION BIOMEDICA EN EL RED DEL AREA DE ENFERMEDADES NEURODEGENERATIVAS MP CIBERNED, which both agree to assign a share of co-ownership of the Patent applications to the HANDL THERAPEUTICS BV in a separate agreement.

IT IS THUS AGREED AS FOLLOWS :

1. Assignment

In consideration for the execution of this Assignment Agreement and the payment of the consideration stipulated below, the Assignor hereby sells, assigns, transfers to the Assignee who accepts, retroactively from the Effective Date:

- all its rights, titles and interests in and to the invention covered by the Patent applications and the attached priority right;
- any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Consequences of the Assignment

From the Effective Date, the Assignee is entitled to be considered at a co-applicant of the Patent applications and to dispose of the co-ownership of the Patent applications and shall have the right to maintain in force the Patent applications and to exploit it directly or indirectly as the right co-owner thereof or, on the contrary, to abandon it, at its own discretion, subject to the rights of the other registered co-owners of the Patent applications.

From the Effective Date, the Assignee will be entitled to undertake, resume or continue, in its own name but at its own expense, risks and profits, as plaintiff or defendant, all rights, proceedings or actions concerning the assigned invention covered by the Patent applications including the right to legally pursue any former or future usurpation, subject to the rights of the other registered co-owners of the Patent applications.

3. Warranties

The Assignor is not aware of any disclosure or prior art detrimental to the novelty of the Patent applications; this Assignment Agreement is however consented to without any other guarantee than that of the legal existence of the invention co-made by the Assignor, by the covered by the Patent applications at the Effective Date and at the Assignee's own risk.

4. Price

In consideration of the assignment of the rights on the invention subject of the Patent applications, at the time of execution of this Assignment Agreement, Assignee hereby pays and delivers to Assignor an amount of __€1_____, which represents the full price.

5. Governing Law and Jurisdiction

This Assignment Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Invention Rights Assignment Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of France, without giving effect to any choice or conflict of law provision or rule.

Any litigation or dispute between the Parties concerning this Assignment Agreement shall be subject to the exclusive jurisdiction of the Paris First Instance Court (France).

Executed in 2 copies – one for each party -.

At *Leuven*

On *29-10-2020*

For **Michael LINDEN**

Signature :



At *Leuven*

On *29-10-2020*

For **HANDL THERAPEUTICS BV**

Name:

GROS Florent

Quality:

CEO

Signature:

