

ASSIGNMENT

For valuable consideration, the receipt of which I/we acknowledge, and intending to be bound legally, I/we, the undersigned sole/joint Inventor(s), each individually assign to **Tidal Therapeutics, Inc.**, a corporation formed under the laws of the State of Delaware and having a principal place of business at 700 Main Street, Cambridge, MA 02139, USA, and its successors, transferees, and assignees (collectively the "Assignee"), all of my/our individual and joint rights, titles, and interests throughout the world in the inventions(s) (the "Subject Matter") disclosed or claimed in the patents and applications listed in Schedule A (the "Patents and Applications").

This Assignment assigns, in addition to the Subject Matter, (a) the Patents and Applications and all other applications that may be made for, and all patents, utility models, design registrations, and other rights of exclusion and inventors' certificates for, any of the Subject Matter (collectively the "Patents, Applications, and Granted Rights") in every country or region, and under every treaty or convention, (b) the right to claim priority based on and the benefit of the filing date of any of the Patents, Applications, and Granted Rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Hague Agreement and all other applicable treaties or conventions, and (c) the right to pursue, collect, and retain in the Assignee's name or otherwise, damages and any other remedies arising from any past, present, or future infringement of the Subject Matter, the Patents, Applications, and Granted Rights, and any other rights assigned by this Assignment.

To the extent any portion of the rights assigned by this Assignment has been previously assigned to the Assignee, this Assignment is a confirmation of the previous assignment.

I/We authorize the Assignee to apply for and pursue protection for any or all of the Subject Matter, the Patents, Applications, and Granted Rights, and any other rights assigned by this Assignment in all countries, regions, and territories of the world, in my/our name(s) or in the Assignee's name.

I/We represent and warrant that I/we have the right and power to make this Assignment and that I/we have not made and will not make any other assignment that conflicts with this Assignment.

I/We will communicate to the Assignee (or at the request of the Assignee to other parties) all known facts in any form relating to the Subject Matter, will execute and provide all oaths and declarations, statements, testimony, assignments, powers of attorney, applications, and documents, and will perform all other lawful acts necessary or desirable to secure fully to the Assignee the rights, titles, and interests assigned by this Assignment.

---

Signed at Cambridge, MA, USA on this 11 day of January, 2024.  
(City, State and Nation)

Signature:

Inventor's Name:

Mailing Address:

V. Lemgart

Viktor Lemgart

c/o Sanofi U.S.

Patent Department

450 Water Street

Cambridge, MA 02141 USA

Witnessed by:

Tiffany Le  
Signature

Tiffany Le  
Printed Name

William Kuhlman  
Signature

William Kuhlman  
Printed Name

---

**The Assignee, Tidal Therapeutics, Inc., hereby acknowledges and accepts the foregoing assignment.**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
(City, State and Nation)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A**

| <b><u>Title:</u></b>                                                 |                        |                       |                           |
|----------------------------------------------------------------------|------------------------|-----------------------|---------------------------|
| <b><u>IONIZABLE CATIONIC LIPIDS AND LIPID NANOPARTICLES, AND</u></b> |                        |                       |                           |
| <b><u>METHODS OF SYNTHESIS AND USE THEREOF</u></b>                   |                        |                       |                           |
| <b><u>Pat./Pub. No.</u></b>                                          | <b><u>App. No.</u></b> | <b><u>Country</u></b> | <b><u>Filing Date</u></b> |
|                                                                      | P230101460             | ARGENTINA             | 07 Jun 2023               |
|                                                                      | 112121311              | TAIWAN                | 07 Jun 2023               |
| US-2024-0002331-A1                                                   | 18/331,046             | USA                   | 07 Jun 2023               |
|                                                                      | 63/350,404             | USA                   | 08 Jun 2022               |
| WO/2023/240156                                                       | PCT/US2023/068090      | PCT                   | 07 Jun 2023               |

ASSIGNMENT

For valuable consideration, the receipt of which I/we acknowledge, and intending to be bound legally, I/we, the undersigned sole/joint Inventor(s), each individually assign to **Tidal Therapeutics, Inc.**, a corporation formed under the laws of the State of Delaware and having a principal place of business at 700 Main Street, Cambridge, MA 02139, USA, and its successors, transferees, and assignees (collectively the "Assignee"), all of my/our individual and joint rights, titles, and interests throughout the world in the inventions(s) (the "Subject Matter") disclosed or claimed in the patents and applications listed in Schedule A (the "Patents and Applications").

This Assignment assigns, in addition to the Subject Matter, (a) the Patents and Applications and all other applications that may be made for, and all patents, utility models, design registrations, and other rights of exclusion and inventors' certificates for, any of the Subject Matter (collectively the "Patents, Applications, and Granted Rights") in every country or region, and under every treaty or convention, (b) the right to claim priority based on and the benefit of the filing date of any of the Patents, Applications, and Granted Rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Hague Agreement and all other applicable treaties or conventions, and (c) the right to pursue, collect, and retain in the Assignee's name or otherwise, damages and any other remedies arising from any past, present, or future infringement of the Subject Matter, the Patents, Applications, and Granted Rights, and any other rights assigned by this Assignment.

To the extent any portion of the rights assigned by this Assignment has been previously assigned to the Assignee, this Assignment is a confirmation of the previous assignment.

I/We authorize the Assignee to apply for and pursue protection for any or all of the Subject Matter, the Patents, Applications, and Granted Rights, and any other rights assigned by this Assignment in all countries, regions, and territories of the world, in my/our name(s) or in the Assignee's name.

I/We represent and warrant that I/we have the right and power to make this Assignment and that I/we have not made and will not make any other assignment that conflicts with this Assignment.

I/We will communicate to the Assignee (or at the request of the Assignee to other parties) all known facts in any form relating to the Subject Matter, will execute and provide all oaths and declarations, statements, testimony, assignments, powers of attorney, applications, and documents, and will perform all other lawful acts necessary or desirable to secure fully to the Assignee the rights, titles, and interests assigned by this Assignment.

---

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
(City, State and Nation)

Signature: \_\_\_\_\_  
Inventor's Name: Viktor Lemgart  
Mailing Address: c/o Sanofi U.S.  
Patent Department  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

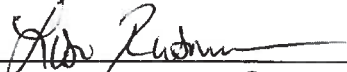
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

---

**The Assignee, Tidal Therapeutics, Inc., hereby acknowledges and accepts the foregoing assignment.**

Signed at Cambridge, MA US on this 23 day of January, 2024.  
(City, State and Nation)

By: 

Print Name: Lisa Rasmussen

Title: Attorney-in-Fact  
Lead for Patent Operations US

**SCHEDULE A**

| <b><u>Title:</u></b>                                                 |                        |                       |                           |
|----------------------------------------------------------------------|------------------------|-----------------------|---------------------------|
| <b><u>IONIZABLE CATIONIC LIPIDS AND LIPID NANOPARTICLES, AND</u></b> |                        |                       |                           |
| <b><u>METHODS OF SYNTHESIS AND USE THEREOF</u></b>                   |                        |                       |                           |
| <b><u>Pat./Pub. No.</u></b>                                          | <b><u>App. No.</u></b> | <b><u>Country</u></b> | <b><u>Filing Date</u></b> |
|                                                                      | P230101460             | ARGENTINA             | 07 Jun 2023               |
|                                                                      | 112121311              | TAIWAN                | 07 Jun 2023               |
| US-2024-0002331-A1                                                   | 18/331,046             | USA                   | 07 Jun 2023               |
|                                                                      | 63/350,404             | USA                   | 08 Jun 2022               |
| WO/2023/240156                                                       | PCT/US2023/068090      | PCT                   | 07 Jun 2023               |

ASSIGNMENT

For valuable consideration, the receipt of which we acknowledge, and intending to be bound legally, I/We, the undersigned sole/joint Inventor(s), each individually assign to **Tidal Therapeutics, Inc.**, a corporation formed under the laws of Delaware and having a principal place of business at 700 Main Street, Cambridge, MA 02139, and its successors, transferees, and assignees (collectively the “Assignee”), all of my/our individual and joint rights, titles, and interests throughout the world in the subject matter (the “Subject Matter”) disclosed or claimed in a patent application that names me/us as inventor(s), is titled “**NOVEL IONIZABLE CATIONIC LIPIDS AND LIPID NANOPARTICLES, AND METHODS OF SYNTHESIS AND USE THEREOF**”, and was filed in the following Patent Office(s)

*USPTO on June 8, 2022, as US Provisional Application No. 63/350,404*  
(the “Application(s)”).

This Assignment, effective as of 08 June 2022 assigns (a) the Application(s) and all other applications that may be made for, and all patents, utility models, design registrations, and other rights of exclusion and inventors’ certificates for, any of the Subject Matter (collectively the “Applications and Granted Rights”) in every country or region, (b) the right to claim priority based on and the benefit of the filing date of any of the Patents, Applications, and Granted Rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other applicable treaties or conventions, and (c) the right to pursue, collect, and retain in the Assignee’s name or otherwise, damages and any other remedies arising from any past, present, or future infringement of the Subject Matter, the Patents, Applications, and Granted Rights, and any other rights assigned by this Assignment.

I/We authorize the Assignee to apply for and pursue protection for any or all of the Subject Matter, the Applications and Granted Rights, and any other rights assigned by this Assignment in all countries, regions, and territories of the world, in my/our name(s) or in the Assignee’s name.

I/We represent and warrant that I/we have the right and power to make this Assignment and that I/we have not made and will not make any other assignment that conflicts with this Assignment.

I/We will communicate to the Assignee (or at the request of the Assignee to other parties) all known facts in any form relating to the Subject Matter, will execute and provide all oaths and declarations, statements, testimony, assignments, powers of attorney, applications, and documents, and will perform all other lawful acts necessary or desirable to secure fully to the Assignee the rights, titles, and interests assigned by this Assignment.

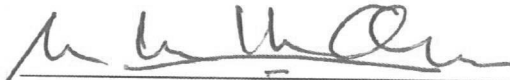
---

Signed at Woburn, MA, USA on this 6<sup>th</sup> day of September, 2022.  
(City, State and Nation)

Signature:

Inventor's Name:

Mailing Address:



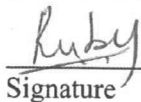
Mir ALI

c/o Sanofi U.S.

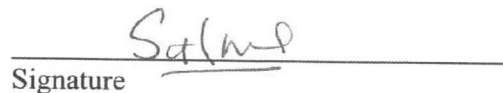
450 Water Street

Cambridge, MA 02141 USA

Witnessed by:

  
Signature

RUBINA B. SIDDIQI  
Printed Name

  
Signature

SALMA SIDDIQI  
Printed Name

---

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_

Inventor's Name: Austin Wayne BOESCH

Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

---

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_

Inventor's Name: Daryl Clark DRUMMOND

Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_  
Inventor's Name: William KUHLMAN  
Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_  
Inventor's Name: Ulrik NIELSEN  
Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

---

**ASSIGNMENT OF RIGHTS ACCEPTED BY Tidal Therapeutics, Inc.**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

By: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

## ASSIGNMENT

For valuable consideration, the receipt of which we acknowledge, and intending to be bound legally, I/We, the undersigned sole/joint Inventor(s), each individually assign to **Tidal Therapeutics, Inc.**, a corporation formed under the laws of Delaware and having a principal place of business at 700 Main Street, Cambridge, MA 02139, and its successors, transferees, and assignees (collectively the “Assignee”), all of my/our individual and joint rights, titles, and interests throughout the world in the subject matter (the “Subject Matter”) disclosed or claimed in a patent application that names me/us as inventor(s), is titled “**NOVEL IONIZABLE CATIONIC LIPIDS AND LIPID NANOPARTICLES, AND METHODS OF SYNTHESIS AND USE THEREOF**”, and was filed in the following Patent Office(s)

*USPTO on June 8, 2022, as US Provisional Application No. 63/350,404*  
(the “Application(s)”).

This Assignment, effective as of 08 June 2022 assigns (a) the Application(s) and all other applications that may be made for, and all patents, utility models, design registrations, and other rights of exclusion and inventors’ certificates for, any of the Subject Matter (collectively the “Applications and Granted Rights”) in every country or region, (b) the right to claim priority based on and the benefit of the filing date of any of the Patents, Applications, and Granted Rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other applicable treaties or conventions, and (c) the right to pursue, collect, and retain in the Assignee’s name or otherwise, damages and any other remedies arising from any past, present, or future infringement of the Subject Matter, the Patents, Applications, and Granted Rights, and any other rights assigned by this Assignment.

I/We authorize the Assignee to apply for and pursue protection for any or all of the Subject Matter, the Applications and Granted Rights, and any other rights assigned by this Assignment in all countries, regions, and territories of the world, in my/our name(s) or in the Assignee’s name.

I/We represent and warrant that I/we have the right and power to make this Assignment and that I/we have not made and will not make any other assignment that conflicts with this Assignment.

I/We will communicate to the Assignee (or at the request of the Assignee to other parties) all known facts in any form relating to the Subject Matter, will execute and provide all oaths and declarations, statements, testimony, assignments, powers of attorney, applications, and documents, and will perform all other lawful acts necessary or desirable to secure fully to the Assignee the rights, titles, and interests assigned by this Assignment.

---

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_

Inventor's Name: Mir ALI

Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

---

Witnessed by:

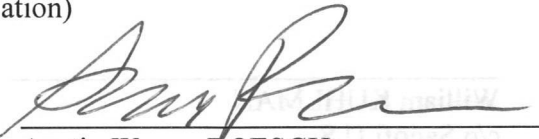
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Signed at San Francisco, CA USA on this 9th day of November, 2022.  
(City, State and Nation)

Signature: 

Inventor's Name:

Austin Wayne BOESCH

Mailing Address:

c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

  
Signature

Jennifer Park  
Printed Name

  
Signature

Wendy Park  
Printed Name

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_

Inventor's Name:

Daryl Clark DRUMMOND

Mailing Address:

c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_  
Inventor's Name: William KUHLMAN  
Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

---

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_  
Inventor's Name: Ulrik NIELSEN  
Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

---

**ASSIGNMENT OF RIGHTS ACCEPTED BY Tidal Therapeutics, Inc.**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

By: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

ASSIGNMENT

For valuable consideration, the receipt of which we acknowledge, and intending to be bound legally, I/We, the undersigned sole/joint Inventor(s), each individually assign to **Tidal Therapeutics, Inc.**, a corporation formed under the laws of Delaware and having a principal place of business at 700 Main Street, Cambridge, MA 02139, and its successors, transferees, and assignees (collectively the “Assignee”), all of my/our individual and joint rights, titles, and interests throughout the world in the subject matter (the “Subject Matter”) disclosed or claimed in a patent application that names me/us as inventor(s), is titled “**NOVEL IONIZABLE CATIONIC LIPIDS AND LIPID NANOPARTICLES, AND METHODS OF SYNTHESIS AND USE THEREOF**”, and was filed in the following Patent Office(s)

*USPTO on June 8, 2022, as US Provisional Application No. 63/350,404*  
(the “Application(s)”).

This Assignment, effective as of 08 June 2022 assigns (a) the Application(s) and all other applications that may be made for, and all patents, utility models, design registrations, and other rights of exclusion and inventors’ certificates for, any of the Subject Matter (collectively the “Applications and Granted Rights”) in every country or region, (b) the right to claim priority based on and the benefit of the filing date of any of the Patents, Applications, and Granted Rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other applicable treaties or conventions, and (c) the right to pursue, collect, and retain in the Assignee’s name or otherwise, damages and any other remedies arising from any past, present, or future infringement of the Subject Matter, the Patents, Applications, and Granted Rights, and any other rights assigned by this Assignment.

I/We authorize the Assignee to apply for and pursue protection for any or all of the Subject Matter, the Applications and Granted Rights, and any other rights assigned by this Assignment in all countries, regions, and territories of the world, in my/our name(s) or in the Assignee’s name.

I/We represent and warrant that I/we have the right and power to make this Assignment and that I/we have not made and will not make any other assignment that conflicts with this Assignment.

I/We will communicate to the Assignee (or at the request of the Assignee to other parties) all known facts in any form relating to the Subject Matter, will execute and provide all oaths and declarations, statements, testimony, assignments, powers of attorney, applications, and documents, and will perform all other lawful acts necessary or desirable to secure fully to the Assignee the rights, titles, and interests assigned by this Assignment.

---

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_  
Inventor's Name: Mir ALI  
Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

---

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

---

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_  
Inventor's Name: Austin Wayne BOESCH  
Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

---

Signed at Cambridge, MA (USA) on this 31 day of August, 2022.  
(City, State and Nation)

Signature: Daryl Clark Drummond  
Inventor's Name: Daryl Clark DRUMMOND  
Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

Allison Caron  
Signature

Allison Caron  
Printed Name

Carrington McLeod  
Signature

Carrington McLeod  
Printed Name

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_  
Inventor's Name: William KUHLMAN  
Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_  
Inventor's Name: Ulrik NIELSEN  
Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

---

**ASSIGNMENT OF RIGHTS ACCEPTED BY Tidal Therapeutics, Inc.**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

By: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

ASSIGNMENT

For valuable consideration, the receipt of which we acknowledge, and intending to be bound legally, I/We, the undersigned sole/joint Inventor(s), each individually assign to **Tidal Therapeutics, Inc.**, a corporation formed under the laws of Delaware and having a principal place of business at 700 Main Street, Cambridge, MA 02139, and its successors, transferees, and assignees (collectively the "Assignee"), all of my/our individual and joint rights, titles, and interests throughout the world in the subject matter (the "Subject Matter") disclosed or claimed in a patent application that names me/us as inventor(s), is titled "**NOVEL IONIZABLE CATIONIC LIPIDS AND LIPID NANOPARTICLES, AND METHODS OF SYNTHESIS AND USE THEREOF**", and was filed in the following Patent Office(s)

*USPTO on June 8, 2022, as US Provisional Application No. 63/350,404*  
(the "Application(s)").

This Assignment, effective as of 08 June 2022 assigns (a) the Application(s) and all other applications that may be made for, and all patents, utility models, design registrations, and other rights of exclusion and inventors' certificates for, any of the Subject Matter (collectively the "Applications and Granted Rights") in every country or region, (b) the right to claim priority based on and the benefit of the filing date of any of the Patents, Applications, and Granted Rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other applicable treaties or conventions, and (c) the right to pursue, collect, and retain in the Assignee's name or otherwise, damages and any other remedies arising from any past, present, or future infringement of the Subject Matter, the Patents, Applications, and Granted Rights, and any other rights assigned by this Assignment.

I/We authorize the Assignee to apply for and pursue protection for any or all of the Subject Matter, the Applications and Granted Rights, and any other rights assigned by this Assignment in all countries, regions, and territories of the world, in my/our name(s) or in the Assignee's name.

I/We represent and warrant that I/we have the right and power to make this Assignment and that I/we have not made and will not make any other assignment that conflicts with this Assignment.

I/We will communicate to the Assignee (or at the request of the Assignee to other parties) all known facts in any form relating to the Subject Matter, will execute and provide all oaths and declarations, statements, testimony, assignments, powers of attorney, applications, and documents, and will perform all other lawful acts necessary or desirable to secure fully to the Assignee the rights, titles, and interests assigned by this Assignment.

---

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_

Inventor's Name:

Mir ALI

Mailing Address:

c/o Sanofi U.S.

450 Water Street

Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

---

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_  
Inventor's Name: Austin Wayne BOESCH  
Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

---

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_  
Inventor's Name: Daryl Clark DRUMMOND  
Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Signed at Cambridge, MA, USA on this 25<sup>th</sup> day of August, 2022.  
(City, State and Nation)

Signature:

Inventor's Name:

Mailing Address:

  
William KUHLMAN

c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

  
Signature

Samantha Stewart  
Printed Name

  
Signature

Viktor Lemgart  
Printed Name

---

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature:

Inventor's Name:

Mailing Address:

\_\_\_\_\_  
Ulrik NIELSEN

c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

---

**ASSIGNMENT OF RIGHTS ACCEPTED BY Tidal Therapeutics, Inc.**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

By: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

## ASSIGNMENT

For valuable consideration, the receipt of which we acknowledge, and intending to be bound legally, I/We, the undersigned sole/joint Inventor(s), each individually assign to **Tidal Therapeutics, Inc.**, a corporation formed under the laws of Delaware and having a principal place of business at 700 Main Street, Cambridge, MA 02139, and its successors, transferees, and assignees (collectively the “Assignee”), all of my/our individual and joint rights, titles, and interests throughout the world in the subject matter (the “Subject Matter”) disclosed or claimed in a patent application that names me/us as inventor(s), is titled “**NOVEL IONIZABLE CATIONIC LIPIDS AND LIPID NANOPARTICLES, AND METHODS OF SYNTHESIS AND USE THEREOF**”, and was filed in the following Patent Office(s)

*USPTO on June 8, 2022, as US Provisional Application No. 63/350,404*  
(the “Application(s)”).

This Assignment, effective as of 08 June 2022 assigns (a) the Application(s) and all other applications that may be made for, and all patents, utility models, design registrations, and other rights of exclusion and inventors’ certificates for, any of the Subject Matter (collectively the “Applications and Granted Rights”) in every country or region, (b) the right to claim priority based on and the benefit of the filing date of any of the Patents, Applications, and Granted Rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other applicable treaties or conventions, and (c) the right to pursue, collect, and retain in the Assignee’s name or otherwise, damages and any other remedies arising from any past, present, or future infringement of the Subject Matter, the Patents, Applications, and Granted Rights, and any other rights assigned by this Assignment.

I/We authorize the Assignee to apply for and pursue protection for any or all of the Subject Matter, the Applications and Granted Rights, and any other rights assigned by this Assignment in all countries, regions, and territories of the world, in my/our name(s) or in the Assignee’s name.

I/We represent and warrant that I/we have the right and power to make this Assignment and that I/we have not made and will not make any other assignment that conflicts with this Assignment.

I/We will communicate to the Assignee (or at the request of the Assignee to other parties) all known facts in any form relating to the Subject Matter, will execute and provide all oaths and declarations, statements, testimony, assignments, powers of attorney, applications, and documents, and will perform all other lawful acts necessary or desirable to secure fully to the Assignee the rights, titles, and interests assigned by this Assignment.

---

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_

Inventor's Name:

Mir ALI

Mailing Address:

c/o Sanofi U.S.

450 Water Street

Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

---

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_  
Inventor's Name: Austin Wayne BOESCH  
Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

---

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_  
Inventor's Name: Daryl Clark DRUMMOND  
Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_  
Inventor's Name: William KUHLMAN  
Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Signed at Quincy, MA, USA on this 8th day of September, 2022.  
(City, State and Nation)

Signature: Ulrik Nielsen  
Inventor's Name: Ulrik NIELSEN  
Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

Michaela Nielsen  
Signature

Michaela Nielsen  
Printed Name

Nils Hansen  
Signature

Nils Hansen  
Printed Name

---

**ASSIGNMENT OF RIGHTS ACCEPTED BY Tidal Therapeutics, Inc.**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

By: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

ASSIGNMENT

For valuable consideration, the receipt of which we acknowledge, and intending to be bound legally, I/We, the undersigned sole/joint Inventor(s), each individually assign to **Tidal Therapeutics, Inc.**, a corporation formed under the laws of Delaware and having a principal place of business at 700 Main Street, Cambridge, MA 02139, and its successors, transferees, and assignees (collectively the "Assignee"), all of my/our individual and joint rights, titles, and interests throughout the world in the subject matter (the "Subject Matter") disclosed or claimed in a patent application that names me/us as inventor(s), is titled "**NOVEL IONIZABLE CATIONIC LIPIDS AND LIPID NANOPARTICLES, AND METHODS OF SYNTHESIS AND USE THEREOF**", and was filed in the following Patent Office(s)

*USPTO on June 8, 2022, as US Provisional Application No. 63/350,404*  
(the "Application(s)").

This Assignment, effective as of 08 June 2022 assigns (a) the Application(s) and all other applications that may be made for, and all patents, utility models, design registrations, and other rights of exclusion and inventors' certificates for, any of the Subject Matter (collectively the "Applications and Granted Rights") in every country or region, (b) the right to claim priority based on and the benefit of the filing date of any of the Patents, Applications, and Granted Rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other applicable treaties or conventions, and (c) the right to pursue, collect, and retain in the Assignee's name or otherwise, damages and any other remedies arising from any past, present, or future infringement of the Subject Matter, the Patents, Applications, and Granted Rights, and any other rights assigned by this Assignment.

I/We authorize the Assignee to apply for and pursue protection for any or all of the Subject Matter, the Applications and Granted Rights, and any other rights assigned by this Assignment in all countries, regions, and territories of the world, in my/our name(s) or in the Assignee's name.

I/We represent and warrant that I/we have the right and power to make this Assignment and that I/we have not made and will not make any other assignment that conflicts with this Assignment.

I/We will communicate to the Assignee (or at the request of the Assignee to other parties) all known facts in any form relating to the Subject Matter, will execute and provide all oaths and declarations, statements, testimony, assignments, powers of attorney, applications, and documents, and will perform all other lawful acts necessary or desirable to secure fully to the Assignee the rights, titles, and interests assigned by this Assignment.

---

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_

Inventor's Name:

Mir ALI

Mailing Address:

c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

---

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_  
Inventor's Name: Austin Wayne BOESCH  
Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

---

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_  
Inventor's Name: Daryl Clark DRUMMOND  
Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_  
Inventor's Name: William KUHLMAN  
Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

Witnessed by:

|                       |                       |
|-----------------------|-----------------------|
| _____<br>Signature    | _____<br>Signature    |
| _____<br>Printed Name | _____<br>Printed Name |

---

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City, State and Nation)

Signature: \_\_\_\_\_  
Inventor's Name: Ulrik NIELSEN  
Mailing Address: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 USA

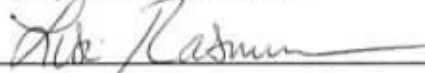
Witnessed by:

|                       |                       |
|-----------------------|-----------------------|
| _____<br>Signature    | _____<br>Signature    |
| _____<br>Printed Name | _____<br>Printed Name |

---

**ASSIGNMENT OF RIGHTS ACCEPTED BY Tidal Therapeutics, Inc.**

Signed at Somersworth, NH on this 31 day of January, 2023.  
(City, State and Nation)

By: 

Name of Signatory: Lisa Rasmussen

Title of Signatory: Attorney-in-Fact

### CESIÓN

A título oneroso, de cuya recepción acusamos recibo, y con la intención de obligarnos legalmente, el/los abajo firmante(s), Inventor(es) único(s) o conjunto(s), cede(n) individualmente a **Tidal Therapeutics, Inc.** una sociedad constituida con arreglo a las leyes del Estado de Delaware y con domicilio social en 700 Main Street, Cambridge, MA 02139, EE.UU., y a sus sucesores, cesionarios y causahabientes (colectivamente, el "Cesionario"), todos nuestros derechos, títulos e intereses individuales y conjuntos en todo el mundo sobre la(s) invención(es) (la "Materia") divulgada(s) o reivindicada(s) en las patentes y solicitudes enumeradas en el Anexo A (las "Patentes y Solicitudes").

La presente Cesión cede, además de la Materia, (a) las Patentes y Solicitudes y todas las demás solicitudes que puedan presentarse para, y todas las patentes, modelos de utilidad, (b) el derecho a reivindicar prioridad y el beneficio de la fecha de presentación de cualquiera de las Patentes, Solicitudes y Derechos Concedidos en virtud del Convenio Internacional para la Protección de la Propiedad Industrial, (c) el derecho a perseguir, recaudar y retener, en nombre del Cesionario o de cualquier otra forma, daños y perjuicios y cualquier otro recurso derivado de cualquier infracción pasada, presente o futura de los derechos de propiedad industrial, las solicitudes y los derechos concedidos en virtud del Convenio Internacional para la Protección de la Propiedad Industrial, el Tratado de Cooperación en materia de Patentes, el Convenio sobre la Patente Europea, el Arreglo de La Haya y todos los demás tratados o convenios aplicables; y la Materia, las Patentes, Solicitudes y Derechos Concedidos, y cualesquiera otros derechos cedidos por la presente Cesión.

En la medida en que cualquier parte de los derechos cedidos por la presente Cesión haya sido previamente cedido al Cesionario, esta Cesión es una confirmación de la cesión anterior.

Yo/nosotros autorizo/autorizamos al Cesionario a solicitar y perseguir la protección de la totalidad o parte de la Materia, las Patentes, Solicitudes y Derechos Concedidos, así como cualesquiera otros derechos cedidos por la presente Cesión en todos los países, regiones y territorios del mundo, en mi/nuestro nombre o en nombre del Cesionario.

Yo/nosotros declaro/representamos y garantizo/garantizamos que tengo/tenemos el derecho y el poder de realizar esta Cesión y que no he/hemos realizado ni realizaremos ninguna otra cesión que entre en conflicto con esta Cesión.

Comunicaremos al Cesionario (o, a petición del Cesionario, a otras partes) todos los hechos conocidos, en cualquier forma, relacionados con la Materia objeto de la Cesión, restaremos todos los juramentos y declaraciones, manifestaciones, testimonios, cesiones, poderes, solicitudes y documentos, y realizaremos todos los demás actos legales necesarios o convenientes para garantizar plenamente al Cesionario los derechos, títulos e intereses cedidos por la presente Cesión.

---

Firmado en Cambridge, MA, EE.UU., el 11 de enero de 2024

Firma: (firmado)  
Nombre del inventor: Viktor Lemgart  
Dirección postal: c/o Sanofi U.S.  
Departamento de Patentes  
450 Water Street Cambridge,  
MA 02141 EE.UU.

Atestiguado por:

(firmado)  
Tiffany Le

(firmado)  
William Kuhlman

---

Por la presente, el Cesionario, Tidal Therapeutics, Inc. reconoce y acepta la cesión anterior.

Firmado en Cambridge, MA, EE.UU., el 23 de enero de 2024

Por: (firmado)

Nombre: Lisa Rasmussen

Cargo: Abogada Apoderada, Jefe de Operaciones de Patentes EE.UU.

## ANEXO A

Título:

LÍPIDOS CATIÓNICOS IONIZABLES Y NANOPARTÍCULAS LIPÍDICAS. Y  
MÉTODOS DE SÍNTESIS Y USO DE LOS MISMOS

| <u>Pat/Pub No.</u> | <u>Sol. No.</u>   | <u>País</u> | <u>Fecha de presentación</u> |
|--------------------|-------------------|-------------|------------------------------|
|                    | P230101460        | ARGENTINA   | 07 Jun 2023                  |
|                    | 112121311         | TAIWÁN      | 07 Jun 2023                  |
| US-2024-0002331-A1 | 18/331,046        | EE.UU.      | 07 Jun 2023                  |
|                    | 63/350,404        | EE.UU.      | 08 Jun 2022                  |
| WO/2023/240156     | PCT/US2023/068090 | PCT         | 07 Jun 2023                  |

### CESIÓN

A título oneroso, de cuya recepción acusamos recibo, y con la intención de obligarnos legalmente, el/los abajo firmante(s), Inventor(es) único(s) o conjunto(s), cede(n) individualmente a **Tidal Therapeutics, Inc**, una sociedad constituida conforme a las leyes de Delaware y con domicilio social en 700 Main Street, Cambridge, MA 02139, y a sus sucesores, cesionarios y causahabientes (colectivamente el "Cesionario"), todos mis/nuestros derechos, títulos, e intereses en todo el mundo sobre la materia (la "Materia") divulgada o reivindicada en una solicitud de patente que me nombra(n) como inventor(es), titulada " **LÍPIDOS CATIÓNICOS IONIZABLES Y NANOPARTÍCULAS LIPÍDICAS, Y MÉTODOS DE SÍNTESIS Y USO DE LOS MISMOS**", y fue presentada en la(s) siguiente(s) Oficina(s) de Patentes

*USPTO el 8 de junio de 2022, como solicitud provisional de EE.UU. n° 63/350.404*  
(la(s) "Solicitud(es)").

La presente Cesión, efectiva a partir del 08 de junio de 2022, cede (a) la(s) Solicitud(es) y todas las demás solicitudes que puedan presentarse para, y todas las patentes, modelos de utilidad, registros de diseños y otros derechos de exclusión y certificados de inventor para, cualquiera de los Objetos (colectivamente las "Solicitudes y Derechos Concedidos") en todos los países o regiones, (b) el derecho a reivindicar prioridad basada en y el beneficio de la fecha de presentación de cualquiera de las Patentes, Solicitudes, y Derechos Concedidos en virtud del Convenio Internacional para la Protección de la Propiedad Industrial, el Tratado de Cooperación en materia de Patentes, el Convenio sobre la Patente Europea y todos los demás tratados o convenios aplicables, y (c) el derecho a reclamar, cobrar y retener, en nombre del Cesionario o de cualquier otro modo, daños y perjuicios y cualesquiera otros recursos derivados de cualquier infracción pasada, presente o futura de la Materia, las Patentes, Solicitudes y Derechos Concedidos, y cualesquiera otros derechos cedidos por la presente Cesión.

Autorizo/autorizamos al Cesionario a solicitar y perseguir la protección de la totalidad o parte de la Materia, las Solicitudes y los Derechos Concedidos, y cualesquiera otros derechos cedidos por la presente Cesión en todos los países, regiones y territorios del mundo, en mi/nuestro nombre o en nombre del Cesionario.

Yo/nosotros declaro/representamos y garantizo/garantizamos que tengo/tenemos el derecho y el poder de realizar esta Cesión y que no he/hemos realizado ni realizaremos ninguna otra cesión que entre en conflicto con esta Cesión.

Yo/nosotros comunicaré/comunicaremos al Cesionario (o, a petición del Cesionario, a otras partes) todos los hechos conocidos, en cualquier forma, relacionados con el Objeto, ejecutaré/ejecutaremos y proveeré/proveeremos todos los juramentos y declaraciones, manifestaciones, testimonios, cesiones, poderes, solicitudes y documentos, y realizaré/realizaremos todos los demás actos legales necesarios o convenientes para garantizar plenamente al Cesionario los derechos, títulos e intereses cedidos por la presente Cesión.

---

Firmado en Woburn, MA, EE.UU., el 6 de septiembre de 2022

|                      |                                                                  |
|----------------------|------------------------------------------------------------------|
| Firma:               | (firmado)                                                        |
| Nombre del inventor: | Mir ALI                                                          |
| Dirección:           | c/o Sanofi U.S.<br>450 Water Street<br>Cambridge, MA 0214 EE.UU. |

Atestiguado por:

|                   |               |
|-------------------|---------------|
| (firmado)         | (firmado)     |
| Rubina S. Siddiqi | Salma Siddiqi |

Firmado en San Francisco, CA, EE.UU., el 9 de noviembre de 2022

Firma: (firmado)  
Nombre del inventor: Austin Wayne BOESCH  
Dirección: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 EE.UU.

Atestiguado por:

|               |            |
|---------------|------------|
| (firmado)     | (firmado)  |
| Jennifer Park | Wendy Park |

Firmado en Cambridge, MA, EE.UU., el 31 de agosto de 2022

Firma: (firmado)  
Nombre del inventor: Daryl Clark DRUMMOND  
Dirección: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 EE.UU.

Atestiguado por:

|               |                   |
|---------------|-------------------|
| (firmado)     | (firmado)         |
| Allison Caron | Carrington McLeod |

Firmado en Cambridge, MA, EE.UU., el 25 de agosto de 2022

Firma: (firmado)  
Nombre del inventor: William KUHLMAN  
Dirección: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 EE.UU.

Atestiguado por:

|                  |                |
|------------------|----------------|
| (firmado)        | (firmado)      |
| Samantha Stewarz | Viktor Lemgart |

Firmado en Quincy, MA, EE.UU., el 08 de septiembre de 2022

Firma: (firmado)  
Nombre del inventor: Ulrik NIELSEN  
Dirección: c/o Sanofi U.S.  
450 Water Street  
Cambridge, MA 02141 EE.UU.

Atestiguado por:

|                  |             |
|------------------|-------------|
| (firmado)        | (firmado)   |
| Michaela Nielsen | Nils Hansen |

---

CESIÓN DE DERECHOS ACEPTADA POR Tidal Therapeutics, Inc.

Firmado en Somersworth, NH, el 31 de enero de 2023

Por: (firmado)

Nombre: Lisa Rasmussen

Cargo: Abogada Apoderada