

ASSIGNMENT

Appl. No.: US 18/234,341

Filed: August 15, 2023

Appl. No.: PCT/US23/30294

Title: Heterocycle RBM39 Modulators

For good and valuable consideration, the receipt and sufficiency of which are hereby agreed, Ashraf Saeed, Chris Bailey, Carl Brooks, Kevin Fales, and Janet Paulsen ("Assignor") agrees to assign and hereby does assign to RECURSION PHARMACEUTICALS, INC., 41 S. Rio Grande Street, Salt Lake City, Utah 84101 ("Assignee") all rights, title, and interests in and to the inventions that are disclosed in the applications listed above (the "Application") including, but without limitation, all rights:

- (i) in and to the Application and all other applications anywhere in the world that have been or may be filed on said inventions and/or naming Assignor as an inventor of said inventions,
- (ii) in and to any and all applications claiming priority benefit of the applications listed above, including all continuations, divisionals, and continuations-in-part,
- (iii) in and to all patents issuing on any of the foregoing,
- (iv) in and to all reissues, reexaminations, supplemental examinations, inter partes reviews, oppositions, post-grant reviews, supplementary protection certificates, and/or extensions of any of the foregoing,
- (v) to bring suit, the right to claim and retain all damages and/or seek other remedies for the past, present, and future infringement and/or misappropriation of any of the foregoing, and
- (vi) of priority including, but without limitation, the right to claim priority benefit of or to the Application and all of the foregoing.

Assignor requests the Commissioner for Patents in the United States and similar authorities outside the United States to issue said patents to and in the name of Assignee or its designee. Assignor authorizes the attorneys of record in the application to insert in this assignment the filing date and application number of the Application when officially known. Assignor:

(a) declares: (1) The application was made or authorized to be made by me, (2) I believe myself, as a named inventor, to be the original inventor or an original joint inventor of a claimed invention in the Application and I understand that any willful false statement made by me in this paragraph is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five years, or both;

(b) warrants except in favor of Assignee: (1) Assignor is the owner of all its rights, title and interests herein assigned and has the right to make this unconditional and irrevocable assignment to Assignee without obtaining any approval or permission of a third party; and (2) there are no outstanding encumbrances, liens, prior assignments, licenses, or other obligations or restrictions on the rights, title and interests herein assigned; and

(c) agrees to execute, upon the request of Assignee or its designee at no expense to Assignor, all applications or documents related to the inventions including, but without limitation, any oath, declaration, or affidavit relating thereto that Assignee may deem necessary or expedient, and to fully cooperate with Assignee and/or its designee to perform all affirmative acts requested to prepare, file, prosecute, maintain, defend, enforce, and vest in Assignee the rights, title, and interests assigned herein whereby said rights, title and interests will be held and enjoyed by Assignee or its designee to the full end of the term for which the intellectual property rights herein may be available as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

WITNESS my hand this 24th day of April, 2024.

State of Utah
County of Salt Lake

[Signature]
Ashraf Saeed

On this 24TH day of APRIL, 2024, before me, a Notary Public in and for the County and State aforesaid, appeared Ashraf Saeed, known to me personally or proved to me on the basis of satisfactory evidence to be the same person/persons whose name is/are subscribed to the foregoing instrument and acknowledged that he/she executed said instrument as his/her free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: 3-1-2028 [Signature]
Notary Public



WITNESS my hand this

23rd day of APRIL, 2024.

State of UTAH
County of SALT LAKE

Chris Bailey
Chris Bailey

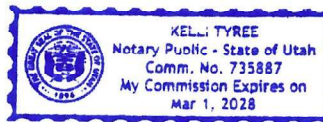
On this 23rd day of APRIL, 2024, before me, a Notary Public in and for the County and State aforesaid, appeared Chris Bailey, known to me personally or proved to me on the basis of satisfactory evidence to be the same person/persons whose name is/are subscribed to the foregoing instrument and acknowledged that he/she executed said instrument as his/her free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires:

3-1-2028

Kelli Tyree
Notary Public



WITNESS my hand this 23 day of APRIL, 2024.

State of Utah
County of Salt Lake



Carl Brooks

On this 23RD day of APRIL, 2024, before me, a Notary Public in and for the County and State aforesaid, appeared Carl Brooks, known to me personally or proved to me on the basis of satisfactory evidence to be the same person/persons whose name is/are subscribed to the foregoing instrument and acknowledged that he/she executed said instrument as his/her free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires:

3-1-2028



Notary Public



WITNESS my hand this

7th day of May, 2024.

State of

Utah

County of

DAVIS

Kevin Fales
Kevin Fales

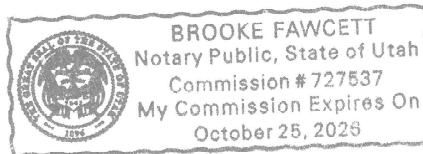
On this 7th day of may, 2024, before me, a Notary Public in and for the County and State aforesaid, appeared Kevin Fales, known to me personally or proved to me on the basis of satisfactory evidence to be the same person/persons whose name is/are subscribed to the foregoing instrument and acknowledged that he/she executed said instrument as his/her free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires:

10/25/26

Brooke Fawcett
Notary Public



WITNESS my hand this 14 day of May, 2024.

State of Utah
County of Salt Lake

Janet Paulsen
Janet Paulsen

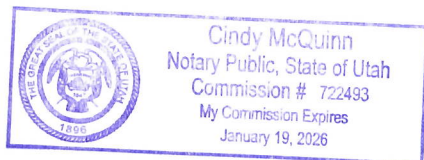
On this _____ day of _____, _____, before me, a Notary Public in and for the County and State aforesaid, appeared Janet Paulsen, known to me personally or proved to me on the basis of satisfactory evidence to be the same person/persons whose name is/are subscribed to the foregoing instrument and acknowledged that he/she executed said instrument as his/her free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires:

Jan 19, 2026

Cindy McQuinn
Notary Public



On behalf of Assignee,

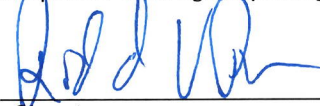
Richard V. Person

Name

VP of Intellectual Property

Title

hereby confirms Assignee's acceptance of all rights, privileges, title and interests conveyed by this assignment.



Signature

5/21/24

Date

ASSIGNMENT

Appl. No.: 63/398,050

Filed: August 15, 2022

Title: Thiazole CDK12 Inhibitors

RECURSION PHARMACEUTICALS, INC.

Janet Paulsen JP 9/14/23 initial & date

For good and valuable consideration, the receipt and sufficiency of which are hereby agreed, Janet Paulsen ("Assignor") agrees to assign and hereby does assign to RECURSION PHARMACEUTICALS-INC., 41 S. Rio Grande Street, Salt Lake City, Utah 84101 ("Assignee") all rights, title, and interests in and to the inventions that are disclosed in the application listed above (the "Application") including, but without limitation, all rights:

- (i) in and to the Application and all other applications anywhere in the world that have been or may be filed on said inventions and/or naming Assignor as an inventor of said inventions,
- (ii) in and to any and all applications claiming priority benefit of the applications listed above, including all continuations, divisionals, and continuations-in-part,
- (iii) in and to all patents issuing on any of the foregoing,
- (iv) in and to all reissues, reexaminations, supplemental examinations, inter partes reviews, oppositions, post-grant reviews, supplementary protection certificates, and/or extensions of any of the foregoing,
- (v) to bring suit, the right to claim and retain all damages and/or seek other remedies for the past, present, and future infringement and/or misappropriation of any of the foregoing, and
- (vi) of priority including, but without limitation, the right to claim priority benefit of or to the Application and all of the foregoing.

Assignor requests the Commissioner for Patents in the United States and similar authorities outside the United States to issue said patents to and in the name of Assignee or its designee. Assignor authorizes the attorneys of record in the application to insert in this assignment the filing date and application number of the Application when officially known. Assignor:

(a) declares: (1) The application was made or authorized to be made by me, (2) I believe myself, as a named inventor, to be the original inventor or an original joint inventor of a claimed invention in the Application and I understand that any willful false statement made by me in this paragraph is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five years, or both;

(b) warrants except in favor of Assignee: (1) Assignor is the owner of all its rights, title and interests herein assigned and has the right to make this unconditional and irrevocable assignment to Assignee without obtaining any approval or permission of a third party; and (2) there are no outstanding encumbrances, liens, prior assignments, licenses, or other obligations or restrictions on the rights, title and interests herein assigned; and

(c) agrees to execute, upon the request of Assignee or its designee at no expense to Assignor, all applications or documents related to the inventions including, but without limitation, any oath, declaration, or affidavit relating thereto that Assignee may deem necessary or expedient, and to fully cooperate with Assignee and/or its designee to perform all affirmative acts requested to prepare, file, prosecute, maintain, defend, enforce, and vest in Assignee the rights, title, and interests assigned herein whereby said rights, title and interests will be held and enjoyed by Assignee or its designee to the full end of the term for which the intellectual property rights herein may be available as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made


Signature: Janet Paulsen


Date

On behalf of Assignee,
Recursion
Pharmaceuticals Inc.

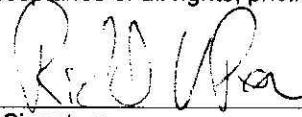
Richard Person

Name

Vice President, Intellectual Property

Title

hereby confirms Assignee's acceptance of all rights, privileges, title and interests conveyed by this assignment.



Signature



Date

ASSIGNMENT

Appl. No.: 63/398,050

Filed: August 15, 2022

Title: Thiazole CDK12 Inhibitors

RECURSION PHARMACEUTICALS, INC.

Ashraf Saeed AS 09-14-2023 initial & dateChristopher Bailey CLB 09-14-2023 initial & dateCarl Brooks CB 14 Sep 23 initial & dateKevin Fales KRF 09/14/2023 initial & date

For good and valuable consideration, the receipt and sufficiency of which are hereby agreed, Ashraf Saeed, Christopher Bailey, Carl Brooks, and Kevin Fales ("Assignor") agrees to assign and hereby does assign to ~~RECURSION PHARMACEUTICALS INC.~~, 41 S. Rio Grande Street, Salt Lake City, Utah 84101 ("Assignee") all rights, title, and interests in and to the inventions that are disclosed in the application listed above (the "Application") including, but without limitation, all rights:

(i) in and to the Application and all other applications anywhere in the world that have been or may be filed on said inventions and/or naming Assignor as an inventor of said inventions,

(ii) in and to any and all applications claiming priority benefit of the applications listed above, including all continuations, divisionals, and continuations-in-part,

(iii) in and to all patents issuing on any of the foregoing,

(iv) in and to all reissues, reexaminations, supplemental examinations, inter partes reviews, oppositions, post-grant reviews, supplementary protection certificates, and/or extensions of any of the foregoing,

(v) to bring suit, the right to claim and retain all damages and/or seek other remedies for the past, present, and future infringement and/or misappropriation of any of the foregoing, and

(vi) of priority including, but without limitation, the right to claim priority benefit of or to the Application and all of the foregoing.

Assignor requests the Commissioner for Patents in the United States and similar authorities outside the United States to issue said patents to and in the name of Assignee or its designee.

Assignor authorizes the attorneys of record in the application to insert in this assignment the filing date and application number of the Application when officially known. Assignor:

(a) declares: (1) The application was made or authorized to be made by me, (2) I believe myself, as a named inventor, to be the original inventor or an original joint inventor of a claimed invention in the Application and I understand that any willful false statement made by me in this paragraph is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five years, or both:

(b) warrants except in favor of Assignee: (1) Assignor is the owner of all its rights, title and interests herein assigned and has the right to make this unconditional and irrevocable assignment to Assignee without obtaining any approval or permission of a third party; and (2) there are no outstanding encumbrances, liens, prior assignments, licenses, or other obligations or restrictions on the rights, title and interests herein assigned; and

(c) agrees to execute, upon the request of Assignee or its designee at no expense to Assignor, all applications or documents related to the inventions including, but without limitation, any oath, declaration, or affidavit relating thereto that Assignee may deem necessary or expedient, and to fully cooperate with Assignee and/or its designee to perform all affirmative acts requested to prepare, file, prosecute, maintain, defend, enforce, and vest in Assignee the rights, title, and interests assigned herein whereby said rights, title and interests will be held and enjoyed by Assignee or its designee to the full end of the term for which the intellectual property rights herein may be available as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

WITNESS our hands this

1 day of November, 2022.

State of

County of

Utah
Salt Lake

Ashraf Saeed

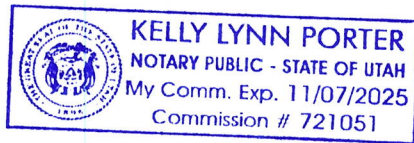
On this 1 day of November, 2022, before me, a
Notary Public in and for the County and State aforesaid, appeared
Ashraf Saeed, known to me personally or proved
to me on the basis of satisfactory evidence to be the same person/persons whose name is/are
subscribed to the foregoing instrument and acknowledged that he/she executed said instrument as
his/her free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires:

11/7/2025

Kelly Lynn Porter
Notary Public



WITNESS our hands this 26 day of October, 2022.

State of Utah
County of Salt Lake

Chris Bailey
Christopher Bailey

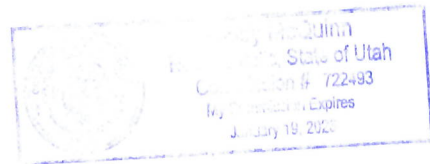
On this 26 day of Oct, 2022, before me, a
Notary Public in and for the County and State aforesaid, appeared
Chris Bailey, known to me personally or proved
to me on the basis of satisfactory evidence to be the same person/persons whose name is/are
subscribed to the foregoing instrument and acknowledged that he/she executed said instrument as
his/her free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires:

1-19-2026

Cindy McQuinn
Notary Public



WITNESS our hands this 26 day of October, 2022
State of Utah
County of Salt Lake [Signature]
Carl Brooks

On this 26 day of October, 2022, before me, a
Notary Public in and for the County and State aforesaid, appeared
Carl Brooks, known to me personally or proved
to me on the basis of satisfactory evidence to be the same person/persons whose name is/are
subscribed to the foregoing instrument and acknowledged that he/she executed said instrument as
his/her free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: 1-19-2026 Cindy McQuinn
Notary Public



WITNESS our hands this

26 day of October, 2022.

State of

County of

Utah

Salt Lake

Kevin Fales
Kevin Fales

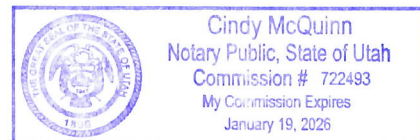
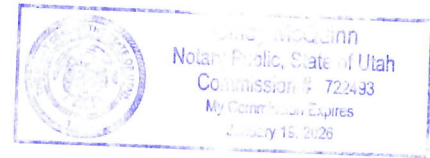
On this 26 day of Oct, 2022, before me, a
Notary Public in and for the County and State aforesaid, appeared
Kevin Fales, known to me personally or proved
to me on the basis of satisfactory evidence to be the same person/persons whose name is/are
subscribed to the foregoing instrument and acknowledged that he/she executed said instrument as
his/her free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires:

1-19-2026

Cindy McQuinn
Notary Public



On behalf of Assignee,

Richard Person
Name

Vice President, Intellectual Property
Title

hereby confirms Assignee's acceptance of all rights, privileges, title and interests conveyed by this assignment.

R. J. Person
Signature

11/1/22
Date