

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT is made as of the 23 May 2023 (the “**Effective Date**”) by and between

ASTRAZENECA PHARMACEUTICALS LP, a Delaware limited partnership under no. 2810992, with registered office address at 1800 Concord Pike, P.O. Box 15437, Wilmington, Delaware 19850-5437, United States of America (“**Assignor**”); and

ASTRAZENECA UK LIMITED, a company incorporated in England and Wales under no. 3674842, with registered office address at 1 Francis Crick Avenue, Cambridge Biomedical Campus, Cambridge, CB2 0AA, United Kingdom (“**Assignee**”).

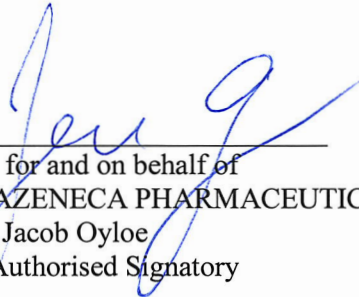
WHEREAS, Assignor has agreed to assign to Assignee the Assignor’s entire right, title and interest in and to the patent applications identified in the attached Schedule (the “**Applications**”) and in and to the inventions and improvements disclosed in such Applications.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. For good and valuable consideration made by Assignee to Assignor, receipt of which is hereby acknowledged, the Assignor hereby assigns, with full title guarantee, free from all and any charges or other third party rights, to Assignee absolutely their entire right, title and interest in and to the inventions, the Applications and any patents or applications derived therefrom; any divisions, continuations and continuations-in-part thereof; any re-issues, re-examinations, or extensions thereof; all rights to claim priority on the basis of the Applications and any patents or applications derived therefrom; and the right to file patent applications derived from the Applications directly in the name of Assignee or an affiliated company of Assignee (in countries or regions where such filings are permissible) (collectively, the “**Rights**”), whether now existing or hereafter arising, to the full end of the term for which the Rights have been granted, reissued, re-examined or extended. Assignor acknowledges that Assignee shall have the rights to further assign or otherwise transfer any or all of the Rights to any third party and Assignor waives any right of first refusal that they may have for acquiring such Rights.
2. Assignor agrees with Assignee that their assignment to Assignee includes, but is not limited to, any and all causes of action, claims, demands or other rights, occasioned from or because of any and all past and future infringement of any of the Rights, including all rights to recover damages, profits and injunctive relief for infringement of any of the Rights.
3. Assignor agrees with Assignee that they shall, at the expense of Assignee, execute and sign all such lawful instruments, applications and documents and do all such lawful acts and things as may reasonably be required by Assignee to enable Assignee or its successors, nominees or assigns to:
 - a) secure the vesting of the Rights in Assignee or in its successors, nominees or assigns;
 - b) defeat any challenge to the validity of and resolve any questions concerning the Rights; and
 - c) apply for, prosecute and obtain patent or similar protection in the United States and all other countries of the world for an invention embodied by the Rights, including the right to claim convention priority from such Patents and including, without limitation, cooperating in any proceedings involving examinations, re-examinations, reissues, opposition and cancellation proceedings, interferences, infringement proceedings, court actions and the like.
4. Assignor hereby authorizes the United States Commissioner of Patents and Trademarks and, as appropriate, the corresponding officials of other countries, to record this Assignment.

5. This assignment shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

Any attorney of record is authorized and requested by the execution of this assignment to insert into this assignment any further information necessary for recordation of this document.



Signed for and on behalf of
ASTRAZENECA PHARMACEUTICALS LP
Name: Jacob Oyløe
Title: Authorised Signatory

Date: 14th January 2025

Signed for and on behalf of
ASTRAZENECA UK LIMITED
Name:
Title: Authorised Signatory

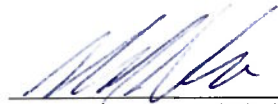
Date _____

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Signed for and on behalf of
ASTRAZENECA PHARMACEUTICALS LP
Name:
Title: Authorised Signatory

Date _____



Signed for and on behalf of
ASTRAZENECA UK LIMITED
Name: MARK NESS
Title: Authorised Signatory

Date 15 JANUARY 2025

THE SCHEDULE

APPLICATIONS				
Case No:	Country	Filing Type	Application No. and/or Title of Invention	Filing Date
ALXN-LOGC-GR2.0-01-WO-PCT	International	PCT	PCT/US2023/023285 GENE THERAPY COMPOSITIONS AND METHODS OF USE THEREOF	23 May 2023

Priority Application

Case No:	Country	Filing Type	Application No. and/or Title of Invention	Filing Date
ALXN-LOGC-GR2.0-01-US-PSP	USA	Provisional	63/345,003 GENE THERAPY COMPOSITIONS AND METHODS OF USE THEREOF	23 May 2022