

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made as of November 15, 2024, by and between Analytical BioSciences Shanghai Limited (上海星赛生物科技有限公司), a limited liability company organized under the laws of the People’s Republic of China with its uniform social credit code 91310104MA1FRNW575 (“**Assignor**”) and Gilead Sciences, Inc., a Delaware corporation (“**Assignee**”). Except as otherwise defined herein, capitalized terms used herein shall have the same meanings as set forth in the Asset Purchase Agreement, dated as of November 14, 2024, by and among the Assignor and the Assignee (the “**Asset Purchase Agreement**”).

RECITALS

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement, pursuant to which the Assignee has agreed to purchase all rights, title and interests in and to the Patent Rights and Know-How described in Section 1.1(b) of the Asset Purchase Agreement; and

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell, assign, transfer, convey and deliver to the Assignee all of the Assignor’s rights, title and interests in and to such Patent Rights and Know-How.

NOW, THEREFORE, in consideration of and in exchange for the amounts set forth in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

1. The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, free and clear of all Encumbrances (other than Permitted Encumbrances), all of the Assignor’s rights, title and interests in and to the Patent Rights and Know-How described in Section 1.1(b) of the Asset Purchase Agreement (the “**Purchased IP**”), including but not limited to the Purchased IP identified on Schedule 1.1(b).

2. The Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts reasonably requested by the Assignee, as may be necessary to sell, assign, transfer, convey and deliver to, and consolidate, vest and record in the Assignee, full ownership of the Purchased IP. Such cooperation will include, without limitation, the execution of the patent assignment document in substantially the same form as Exhibit A in the United States.

3. This Agreement is being delivered in connection with and subject to the Asset Purchase Agreement and to the extent of any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

4. The provisions of Sections 12.6 (*Governing Law*), 12.7 (*Confidential Binding Arbitration*) and 12.9 (*Remedies Cumulative; Specific Performance*) of the Asset Purchase Agreement are incorporated herein by reference and shall apply to the parties to this Agreement, *mutatis, mutandis*, as if fully set forth herein.

5. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto.

6. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 12.3 of the Asset Purchase Agreement.

7. This Agreement may be amended by the parties hereto at any time by execution of an instrument in writing signed by both parties. A party's consent to or waiver, express or implied, of any other party's breach of its obligations hereunder shall not be deemed to be or construed as a consent to or waiver of any other breach of the same or any other obligations of such breaching party. A party's failure to complain of any act, or failure to act, by the other party, to declare the other party in default, to insist upon the strict performance of any obligation or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, no matter how long such failure continues, shall not constitute a waiver by such party of its rights hereunder, of any such breach, or of any other obligation or condition. A party's consent in any one instance shall not limit or waive the necessity to obtain such party's consent in any future instance and in any event no consent or waiver shall be effective for any purpose hereunder unless such consent or waiver is in writing and signed by the party granting such consent or waiver.

8. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner.

9. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(Remainder of Page Left Intentionally Blank – Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized, all as of the date first written above.

Analytical Biosciences Shanghai Limited
(上海星赛生物科技有限公司),
a PRC company

By:  
Name: Xueta HU
Title: General Manager & Legal Representative

GILEAD SCIENCES, INC.

By: _____
Name: _____
Title: _____

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**Analytical Biosciences Shanghai Limited (上海星
赛生物科技有限公司),
a PRC company**

By: _____
Name:
Title:

GILEAD SCIENCES, INC.

DocuSigned by:
By: Andrew Dickinson
3d7951f8c88542c1
Name: Andrew Dickinson
Title: Chief Financial Officer

Schedule 1.1

Schedule 1.1(b)

Purchased Patents

Inventions	PCT No.	PCT Applicant	Filing Date	Priority Date
LIGHT MUTEINS AND USES THEREOF	PCT/CN2023/099158	Analytical Biosciences Shanghai Limited	2023/6/8	2022/6/8
TNF SUPERFAMILY MEMBER IMMUNOCYTOKINE AND USES THEREOF	PCT/CN2024/083357	Analytical Biosciences Shanghai Limited	2024/3/22	2023/3/23
ANTI-FAP-LIGHT FUSION PROTEIN AND USE THEREOF	PCT/CN2023/135902	Analytical Biosciences Shanghai Limited	2024/12/1 (Est.)	2023/12/1

EXHIBIT A

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this “**Assignment**”) is made as of November 15, 2024, by and between Analytical BioSciences Shanghai Limited (上海星赛生物科技有限公司), a limited liability company organized under the laws of the People’s Republic of China with its uniform social credit code 91310104MA1FRNW575 (“**Assignor**”) and Gilead Sciences, Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, the Assignor is the record owner of that certain patent application described on Schedule 1.1(b) attached hereto and made a part hereof (the “**Scheduled Patent Applications**”); and

WHEREAS, the Assignor and the Assignee have entered into an Intellectual Property Assignment Agreement, dated as of November 15, 2024 (the “**Agreement**”) and pursuant to the Agreement, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, said Scheduled Patent Applications.

NOW, THEREFORE, subject to the terms and conditions of the Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee agree as follows:

1. The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, its successors and assigns, the Assignor’s entire right, title and interest in and to the Scheduled Patent Applications. The Assignor agrees to execute all documents and assignments and to perform such other acts as the Assignee may reasonably request to secure to it the rights hereby conveyed.

2. The Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts reasonably requested by the Assignee, as may be necessary to sell, assign, transfer, convey and deliver to, and consolidate, vest and record in the Assignee, full ownership of the Scheduled Patent Applications.

3. The Assignor hereby requests the U.S. Commissioner of Patents and Trademarks to record this Assignment, as to the Scheduled Patent Applications referred to herein.

4. This Assignment is being delivered in connection with and subject to the Agreement and to the extent of any conflict between this Assignment and the Agreement, the Agreement shall control.

5. This Assignment and all claims and actions arising from or relating to this Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within such State.

6. The provisions of Section 4 of the Agreement are incorporated herein by reference and shall apply to the parties to this Assignment, *mutatis, mutandis*, as if fully set forth herein.

7. If any term or other provision of this Assignment is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect. Upon such

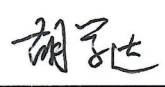
determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner.

8. This Assignment may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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Analytical BioSciences Shanghai Limited
(上海星赛生物科技有限公司)
a PRC company

By:  
Name: Xueta HU
Title: General Manager & Legal Representative

GILEAD SCIENCES, INC.

By: _____
Name: _____
Title: _____

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By: _____
Name:
Title:

GILEAD SCIENCES, INC.

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By: Andrew Dickinson
Name: Andrew Dickinson
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Schedule 1.1(b)

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