

COMBINED ASSIGNMENT

This COMBINED ASSIGNMENT ("Combined Assignment") is entered into by and between:

Zhenfei Ning, a resident of Yantai, P.R.China,

Jintao Feng a resident of Shenzhen, P.R.China,

Jingying Xia a resident of Shenzhen, P.R.China,

and Xuejiao Yang, a resident of Shenzhen, P.R.China, (collectively "Inventor(s)");

Shenzhen Zean Biomedical Co., Ltd., a corporation organized and existing under the laws of P.R.China, and having a place of business at Room 209, Tsinghua Information Port Scientific Research Building, West of South Gate, No. 13, Langshan Road, Xili street, Nanshan District, Shenzhen, China ("Employer"); and

LTZ Therapeutics Inc., a corporation organized and existing under the laws of United States, and having a place of business at 1100 Island Drive, Suite 103. Redwood City, CA 94065 ("LTZ").

WHEREAS, Inventor(s) are employed by or otherwise engaged for Services by Employer, and have agree to assign Inventor(s)' rights to Employer, and desire to assign Inventor(s)' rights in and to the Assigned Rights to Employer, as set forth below;

WHEREAS, Employer is obligated and/or otherwise desires to assign its rights in and to the Assigned Rights to LTZ, as set forth below; and

WHEREAS, this Combined Assignment sets forth the each of the parties' intent with respect to (1) the assignment and transfer of all of Inventor(s)' right, title and interest in and to the Assigned Rights to Employer, and (2) the subsequent assignment and transfer of all of Employer's right, title, and interest in and to the Assigned Rights to LTZ, such that LTZ owns and otherwise possesses all such rights, title and interests of Inventor(s) and Employer, and is made to further document and perfect such ownership by LTZ.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties hereby agree as follows:

1. Definitions. The following terms shall have the corresponding meanings:

- a. **"Application(s)"** means the patent application(s) covering the Inventions, including as set forth in attached Exhibit A.
 - b. **"Assigned Rights"** means the Work Product and the Inventions, together with all intellectual property and other proprietary rights therein and thereto.
 - c. **"Invention(s)"** any idea, discovery, invention, development, technology, work of authorship, trade secret, software, firmware, process, technique, know-how, data, plan, device, apparatus, specification, design, layout, mask work, algorithm, program, code, documentation or other material or information, tangible or intangible, whether or not it may be patented, copyrighted or otherwise protected (including all versions, modifications, enhancements and derivative works thereof);
 - d. **"Work Product"** means the tangible and intangible output from the Inventor(s) employment/services with Employer, in whole or in part, including any works, document, notes, materials, designs, specifications, systems, innovations, improvements, Inventions, software, programs, source code, methodologies, concepts, studies, reports, whether finished or unfinished.
2. Assignment from Inventor(s) to Employer. Inventor(s) hereby agree to, and do hereby, irrevocably and perpetually assign, grant, convey, and otherwise transfer to Employer, its successors, assigns and other legal representatives, and Employer hereby accepts, all of Inventor(s)' right, title and interest, regardless of source, throughout the world, in and to the Assigned Rights, including as described in the Application(s).
3. Assignment from Employer to LTZ. Employer hereby agrees to, and does hereby, irrevocably and perpetually assign, grant, convey, and otherwise transfer to LTZ, its successors, assigns and other legal representatives, and LTZ hereby accepts, all of Employer's right, title and interest, regardless of source, throughout the world except China (including mainland China, Hong Kong, Maco, and Taiwan) , in and to the Assigned Rights, including as described in the Application(s). For avoidance of doubt, Employer retains its right, title and interest in and to the Assigned Rights within China (including mainland China, Hong Kong, Macao, and Taiwan), including its right, title and interest in all Chinese applications covering the Invention.
4. Included Rights. Each of the (a) Assignment from Inventor(s) to Employer, and (b) Assignment from Employer to LTZ, as set forth in Sections 2 and 3 above, respectively, assigns or otherwise includes, in addition to the Assigned Rights, (i) 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 Assigned Rights in every country or region and under every treaty or convention, (ii) the authority to apply for and pursue

protection for any or all Application(s) and Assigned Rights in all countries, regions, and territories of the world, in the names of the applicable assignor(s) or in applicable assignee's name, (iii) the authority to request the Commissioner of Patents of the United States, and any other official of any applicable governmental entity, including any foreign counterpart(s) or agencies, to record this Combined Assignment and to issue any and all registrations from any and all Application(s) in the applicable assignee's name, (iv) the right to claim priority based on and the benefit of the filing date of any of the Application(s) and Assigned 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 (v) the right to pursue, collect, and retain in the applicable assignee's name or otherwise, damages and any other remedies arising from any past, present, or future infringement of the Assigned Rights, the Application(s), and any other rights assigned by this Assignment.

5. Confirmation of Previous Assignment. To the extent any portion of the rights assigned in this Combined Assignment has previously been assigned by Inventor(s) to Employer and/or from Employer to LTZ, including pursuant to a separate agreement between such parties, this Combined Assignment is a confirmation of any such previous assignments.

6. Representations and Warranties. Each party to this Combined Assignment hereby represents and warrants that it has the right and power to, as applicable, make its assignment of rights under this Combined Assignment or receive the rights assigned to it. Each assignor further represents and warrants that it has not made and will not make any other assignment or other grant that conflicts with this Combined Assignment.

7. Further Assurances. Each assignor under this Combined Assignment shall, when requested by the applicable assignee, and at no cost to such assignor, (a) execute or cause to be executed all rightful oaths, assignments, and powers of attorney to the applicable assignee or to agents and legal representatives of such assignee, and all other papers necessary and proper to carry out the intent and purpose of this Combined Assignment, (b) execute all papers necessary in connection with the Application(s), and any continuing, divisional, reissue, reexamination or other corresponding application thereof or post-grant proceeding relating thereto and to execute any separate assignment in connection with any such Application(s) as the applicable assignee may deem necessary or expedient; and (c) perform all affirmative acts that may be necessary to obtain a grant of a valid patent to the applicable assignee on any of Inventions in the Assigned Rights.

8. Binding. This Combined Assignment is binding upon and inures to the benefit of the successors and assigns of each party hereto.

[SIGNATURE PAGES BELOW]

THIS COMBINED ASSIGNMENT IS HEREBY EXECUTED BY INVENTOR[S]:

Zhenfei Ning Date: 7/12/2024
Zhenfei Ning

Witnessed by:

Signature: Xuejiao Yang Date: 7/12/2024

Print Name: Xuejiao Yang

Signature: Jintao Feng Date: 7/12/2024

Print Name: Jintao Feng

Jintao Feng
Jintao Feng

Date: 7/12/2024

Witnessed by:

Signature: zhentai

Date: 7/12/2024

Print Name: ZHENFEI NING

Signature: Jingying Xia

Date: 7/12/2024

Print Name: Jingying Xia

Jingying Xia
Jingying Xia

Date: 7/12/2024

Witnessed by:

Signature: Xuejiao Yang

Date: 7/12/2024

Print Name: Xuejiao Yang

Signature: Jintao Feng

Date: 7/12/2024

Print Name: Jintao Feng

Xuejiao Yang
Xuejiao Yang

Date: 7/12/2024

Witnessed by:

Signature: Zhenfei WING

Date: 7/12/2024

Print Name: ZHENFEI WING

Signature: Jingying Xia

Date: 7/12/2024

Print Name: Jingying Xia

THIS COMBINED ASSIGNMENT IS HEREBY EXECUTED, ACKNOWLEDGED AND
ACCEPTED BY EMPLOYER:

Shenzhen Zean Biomedical Co., Ltd.

Signature: Li

Date: 7/12/2024

Name: Jinze Li

Title: CEO

Witnessed by:

Signature: [Signature]

Date: 7/12/2024

Print Name: Lucinda Tam

Signature: [Signature]

Date: 7/12/2024

Print Name: Liyang Xie

THIS COMBINED ASSIGNMENT IS HEREBY ACKNOWLEDGED AND ACCEPTED BY LTZ:

LTZ Therapeutics Inc

Signature: Li

Date: 7/12/2024

Name: Jinze Li

Title: CEO

Witnessed by:

Signature: [Signature]

Date: 7/12/2024

Print Name: Lucinda Tam

Signature: [Signature]

Date: 7/12/2024

Print Name: Liying Xie

EXHIBIT A
Application(s)

Country	Application No.	Filing Date	Title
PCT	PCT/US24/37706	7/12/2024	MULTISPECIFIC ANTIBODIES AND USES THEREOF