

ASSIGNMENT

This ASSIGNMENT, made effective from 20 October 2023, between

Patrick SCHÖPF, whose place of work is 436 Cambridge Science Park, Milton Road, Cambridge, CB4 0QA, United Kingdom (hereinafter referred to as the "Assignor", which expression shall include his successors and assigns)

AND

ASTEX THERAPEUTICS LIMITED of 436 Cambridge Science Park, Milton Road, Cambridge, CB4 0QA, United Kingdom, a company incorporated in England and Wales (hereinafter referred to as the "Assignee", which expression shall include its successors and assigns).

WHEREAS

- A. The Assignor is an inventor of an invention or inventions (hereinafter referred to as "the Inventions") described in US 63/591,871 filed on 20 October 2023, US 63/638,789 filed on 25 April 2024 and US 63/680,205 filed on 7 August 2024 (hereinafter referred to as "the Priority Applications");
- B. The Assignor warrants that the Invention arose in the course of their normal duties as an employee;
- C. The Assignor wishes to assign to the Assignee any rights that he has in or to the Priority Applications and the Inventions, and any patents and patent applications relating to the Inventions and/or derived from the Priority Applications.

NOW THIS ASSIGNMENT WITNESSETH THAT:

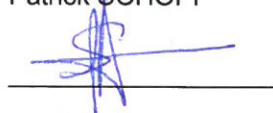
- 1. In consideration of the sum of two pounds (£2) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt of which the Assignor hereby acknowledges, the Assignor hereby assigns to the Assignee his entire right, title and interest in and to the Inventions and the Priority Applications and any patents, patent applications and like forms of protection (hereinafter collectively referred to as "the Patents and Patent Applications") based on or derived from the Priority Applications and including but not limited to international patent applications ('PCT Applications'), patent applications filed in non-PCT countries ('non-PCT applications'), any continuations, continuations-in-part, divisional applications, reissues, revalidations, registrations, inventors' certificates, petty patents, utility models, supplementary protection certificates and renewals and extensions thereof for all countries designated in such PCT Applications as filed or all countries in which such Patents and Patent Applications are filed.
- 2. The Assignor further assigns to the Assignee the full right to apply for and obtain patents or other similar forms of protection in respect of the Inventions in any part of the World.

3. The Assignor assigns to the Assignee the right to claim convention priority from the Priority Applications.
4. At the request and reasonable cost of the Assignee, the Assignor shall execute all such documents and do all such acts as may be necessary or proper for enabling the Assignee to perfect its right, title and interest in and to the Patents and Patent Applications and the Inventions, and to prosecute, defend and enforce the Patents and Patent Applications, including but not limited to executing any application forms, confirmatory assignments, declarations, oaths, affidavits, technical reports and witness statements that may reasonably be required.
5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.
6. This Assignment shall be governed by the laws of England and Wales and the parties to this Agreement agree to submit to the non-exclusive jurisdiction of the English Courts in respect of any matters arising out of it.

IN WITNESS whereof the parties hereto have entered into this agreement as from the day and year above written.

Signed by: Patrick SCHÖPF

Signature:



Date:

16-04-25

Signed on behalf of Astex Therapeutics Limited

Signature:



Date:

16. APRIL. 2025

Full Name:

JEREMY CARMICHAEL

Position:

Senior Vice President Corporate Development

CONFIRMATORY ASSIGNMENT

WHEREAS, Astex Therapeutics Limited (“Assignor”), an English corporation with offices at 436 Cambridge Science Park, Milton Road, Cambridge, CB4 0QA, UK, did assign to Merck Sharp & Dohme LLC (“Assignee”), a U.S. corporation with offices at 126 East Lincoln Avenue, Rahway, NJ 07065, all of its rights in any and all inventions set forth and described in US Application Nos. 63/591,871, filed on October 20, 2023, 63/638,789, filed on April 25, 2024, and 63/680,205, filed on August 7, 2024 (“Inventions”).

AND WHEREAS, to confirm the assignment, Assignor has agreed to execute and deliver this assignment;

NOW THEREFORE, in consideration of the sum of two U.S. dollars (\$2.00) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby confirms that it has assigned to Assignee its entire right, title, interest, property and benefit in and to the Inventions and the associated patent application(s), including any and all rights relating thereto that may arise at law, all rights of action resulting from prior infringement or other unauthorized use thereof, any and all patent applications corresponding to the Inventions worldwide, including provisionals, non-provisionals, divisions, continuations, re-examinations, re-issues and extensions thereof (hereinafter referred to as the Patent Applications), any and all letters patent and like industrial property registrations that may issue, be granted or result from said Patent Applications for the Inventions worldwide (hereinafter referred to as the Patents), and any and all rights of priority exercisable in any jurisdiction resulting from the filing of the Patent Applications associated with Inventions, the said Patent Applications and any previously filed applications in respect of the Inventions under international conventions, treaties or otherwise, the same to be held and enjoyed by Assignee as fully and exclusively as the same would have been held and enjoyed by Assignor had this assignment not been made;

AND ASSIGNOR, on behalf of itself and its successors, assigns, nominees, or other legal representatives, does hereby covenant and agree to perform all lawful acts and duties and to execute and deliver without further consideration such further lawful assignments, instruments, assurances, applications and other documents as may reasonably be required by said Assignee, or by its successors, assigns, nominees, or other legal representatives, to file Patent Applications associated with Inventions, obtain said Patents and vest or secure the same in Assignee, and in Assignee’s successors, assigns, nominees or other legal representatives and Patent Applications, including but not limited to executing any application forms, confirmatory assignments, declarations, oaths, affidavits, powers of attorney, technical reports and witness statements that may reasonably be required.

AND ASSIGNOR does hereby authorize any official whose duty it is to grant patents or industrial property registrations, to grant said Patents to the Assignee, and to Assignee's successors, assigns, nominees or other legal representatives.

AND ASSIGNOR, on behalf of itself and its successors, assigns, nominees, or other legal representatives, does hereby authorize said Assignee, its successors, assigns, nominees or other legal representatives, including its patent agents, to amend the present assignment document to insert or correct the filing date, serial number or other identifying information of the associated Patent Application(s) and/or Patents as may be needed to record same.

AND ASSIGNOR, hereby agrees and confirms that the inventors may assign any right, title and interest in and to the Inventions, priority applications, Patents and Patent Applications directly to the Assignee without any further explicit confirmation of the Assignor, for the purpose of obtaining patent protection in any country worldwide.

THIS ASSIGNMENT may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have by their respective authorized signing officers executed this confirmatory assignment on the day and year set forth below.

DATED at Cambridge, UK, this 17th day of April 2025.

Assignor – Astex Therapeutics Limited

Per: *J. Carmichael*
Name: Jeremy Carmichael
Title: SVP Corporate Development

Rahway, USA
DATED at _____, this *17th* day of *April 2025*.

Assignee – Merck Sharp & Dohme LLC

Per: *John C. Todaro*
Name: John C. Todaro
Title: *Managing Counsel, Patents*