

PATENTS ASSIGNMENT AGREEMENT

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA, a corporation continued under the *University Act* of British Columbia with offices at #103-6190 Agronomy Road, Vancouver, British Columbia, V6T 1Z3

("UBC")

AND:

ME THERAPEUTICS INC., a corporation incorporated under the laws of the province of British Columbia, with its registered and records office at 2900 - 500 Burrard Street, Vancouver, British Columbia, V6C 0A3, Canada

(the "Assignee")

WHEREAS:

- A. UBC has been engaged in research during the course of which it has invented, developed and/or acquired certain technology relating to Anti-G-CSF Antibodies and uses Thereof (UBC file 18-087), which research was undertaken by Kenneth Harder in the UBC Department of Microbiology and Immunology and John Priatel in the UBC Department of Pathology and Laboratory Medicine (together the "Investigator(s)");
- B. It is UBC's objective to exploit its technology for the public benefit, and to generate further research in a manner consistent with its status as a non-profit, tax exempt educational institution; and
- C. UBC and the Assignee have agreed to an assignment of UBC's right, title, and interest in the Patents (as defined below) from UBC to the Assignee on the terms and conditions set out in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) "**Additional Application(s)**" means any U.S. provisional patent applications filed with the US Patent and Trademark Office by the Assignee prior to February 2, 2018 that included claims that are directed to subject matter specifically described in the Pending Application, together with additional or new claims directed to subject matter which do not include any inventive contribution by or from any UBC Person (as such inventorship is determined in accordance with the rules respecting inventorship under U.S. patent law).
- (b) "**Closing Date**" is 14th December, 2017;
- (c) "**Confidential Information**" means all information, regardless of its form:

- (i) disclosed by UBC to the Assignee and designated by UBC as confidential, whether orally or in writing, including without limitation all information and documents related to the Patents and the terms and conditions of this Agreement; or
 - (ii) disclosed by the Assignee to UBC and which is clearly identified in writing as "Confidential" except that "Confidential Information" does not include information:
 - (iii) possessed by the recipient (the "**Recipient**") before receipt from the disclosing party (the "**Discloser**"), other than through prior disclosure by the Discloser, as evidenced by the Recipient's business records;
 - (iv) published or available to the general public otherwise than through a breach of this Agreement;
 - (v) obtained by the Recipient from a third party with a valid right to disclose it, provided that the third party is not under a confidentiality obligation to the Discloser;
 - (vi) independently developed by employees, agents or consultants of the Recipient who had no knowledge of, or access to, the Discloser's information as evidenced by the Recipient's business records; or
 - (vii) is required by an order of a legal process to disclose, provided that Recipient gives UBC prompt and reasonable notification of such requirement prior to disclosure.
- (d) "**Patents**" means, collectively, the rights in and to any and all inventions which are disclosed or claimed in the patent application identified in Schedule "A" (the "**Pending Application**") together with any Additional Application(s), and:
- (i) any counterparts, continuations, divisionals, continuing prosecution applications;
 - (ii) any continuation-in-part applications provided that the claims in such applications are directed to new subject matter which do not include any inventive contribution by or from any UBC Person (as such inventorship is determined in accordance with the rules respecting inventorship under U.S. patent law);
 - (iii) all requests for continued examinations, extensions, term restorations, renewals, reissues, re-examinations, or substitutions thereof;
 - (iv) corresponding international patent applications;
 - (v) corresponding foreign patent applications, including supplementary protection certificates, certificate of supplemental protection, and other administrative protections; and
 - (vi) international and foreign counterparts, that may issue, be granted, or resulting from any of the foregoing,

resulting therefrom, all of which will be deemed added, from time to time, to Schedule "A";

For greater certainty, the Patents specifically exclude any UBC Improvements or new claims, inventions and subject matter which include an inventive contribution made by or from a UBC Person (including any Investigator), as such inventorship is determined in accordance with the rules respecting inventorship under U.S. patent law.

- (e) **"UBC Improvements"** means any improvements, variations, updates, modifications, and enhancements made and/or acquired by UBC or any UBC Person relating to the Patents at any time after the Closing Date.
- (f) **"UBC Person"** means any faculty member, post-doctoral fellow, staff, student or employee of UBC, or any other person that is employed or affiliated with UBC, including without limitation the Investigators. For avoidance of doubt, if a person (including without limitation either of the Investigators) is a UBC Person and such person is also employed or affiliated with the Assignee in any capacity, such person shall always be deemed to be a UBC employee for the purposes of this Agreement and subject to UBC's policies and procedures (<http://universitycounsel.ubc.ca/policies/index/>).

2.0 **Assignment of the Patents:**

2.1 Subject to the terms and conditions of this Agreement, UBC will transfer, sell and assign on the Closing Date to the Assignee all of UBC's right, title and interest in and to the Patents (the **"Assignment"**). To evidence the Assignment, UBC will execute the form of patent assignment attached hereto as Schedule "B" and provide the executed patent assignment to the Assignee on the Closing Date.

2.2 Notwithstanding Article 2.1 above, the Assignee hereby:

- (a) grants to UBC a world-wide, fully paid up, non-exclusive license to use the Patents without charge in any manner whatsoever for research, scholarly publication, educational and other non-commercial use; and
- (b) acknowledges and agrees that UBC, its faculty, researchers and students, shall not be restricted from presenting at symposia, national or regional professional meetings, or from publishing in journals or other publications accounts of their research relating to the Patents, provided however that if such proposed disclosure contains any of the Assignee's Confidential Information, the Assignee is provided with copies of the proposed disclosure at least 60 days before the presentation or publication date. On receiving a copy of the proposed disclosure the Assignee may, within 30 days of receipt, give notice to UBC that it objects to the proposed disclosure. The Assignee may object to the proposed disclosure on the grounds that it contains the Assignee's Confidential Information. If the Assignee's objection is based on the proposed disclosure containing the Assignee's Confidential Information, then UBC will remove such Confidential Information from the proposed disclosure, after which UBC will be free to present and/or publish the proposed disclosure.

The rights granted to UBC pursuant to this Article shall be irrevocable, royalty-free and perpetual.

2.3 Nothing in this Agreement confers by estoppel, implication or otherwise, any license or right under any of the patents owned or co-owned by UBC other than the Patents, regardless of whether such patents are dominant or subordinate to the Patents.

2.4 Assignee acknowledges receipt of originals or copies of all Patents.

2.5 To the extent Assignee files a regular patent application, whether in the form of an international patent application under the Patent Cooperation Treaty, a U.S. non-provisional patent application, or otherwise, claiming priority to the Pending Application, Assignee will also claim priority to any Additional Application. In no event will Assignee file a regular patent application claiming priority only to an Additional Application without the Pending Application.

3.0 Payment to UBC for Assignment:

3.1 In consideration of the Assignment, the Assignee shall on the Closing Date, issue to UBC such number of common shares in the capital of the Assignee (the "**UBC Shares**") such that, following such issuance, UBC shall own 4% common shares of the Assignee equating to at least 4% of all of the Assignee's issued and outstanding shares as of the Closing Date on a fully-diluted basis including: (i) any issuances of common shares in the capital of the Assignee (the "**Common Share**") pursuant to any options, warrants or other securities that are convertible into Common Shares vested as of the Closing Date or any other obligations of the Assignee, as of the Closing Date, to issue Common Shares to third parties, and (ii) prior to the Assignee's issuance of any further Common Shares pursuant to any private and/or public equity financing undertaken by the Assignee as of the Closing Date (collectively, the "**Fully-Diluted Outstanding Shares**"). The parties acknowledge and agree that the issuance of the Common Shares will be in accordance with the number of UBC Shares and Fully-Diluted Outstanding Shares as specified in Schedule "C".

3.2 The Assignee acknowledges and agrees that:

- (a) it will comply with all applicable laws and legislation with respect to the issuance of the UBC Shares;
- (b) neither all nor any portion of the UBC Shares will be refunded to the Assignee (in whole or in part) under any circumstances; and
- (c) other than any restrictions contained in the articles of the Assignee or shareholders' agreement to which the Assignee and UBC are signatories, the UBC Shares shall be free from any pooling, escrow or other trading restrictions requirements, subject to applicable securities laws and any applicable hold periods pursuant to such laws.

3.3 The Assignee shall use commercially reasonable efforts to ensure that all existing shareholders of the Assignee enter into an agreement with UBC within 12 months from the Start Date with the following terms:

- (a) drag along rights requiring other stockholders to sell all but not less than all of their respective interests to a third party in the event that a majority shareholder,

including UBC, receives from such third party a bona fide offer to purchase all of its interest; and

- (b) tag along rights preventing other stockholders (each a "Selling Stockholder") from selling any shares of capital stock of the Assignee to any third party unless the UBC Shares are included, at the option of UBC, in such sale, pro rata based on the total number of shares of stock owned by the Selling Stockholder(s) and UBC, and on the same terms and conditions as those offered to the Selling Stockholder(s).

3.4 If the Assignee undertakes a registration of its shares for the purpose of a sale of shares to the public, the Assignee shall concurrently register the UBC Shares for sale.

3.5 UBC and the Assignee agree that they shall, respectively at all times hereafter, execute and deliver, at the reasonable request of the other party hereto (and upon reimbursement by such other party of all reasonable out-of-pocket costs), all such further documents and instruments and shall do and perform all such reasonable acts as may be necessary to give full effect to the intent and meaning of this Agreement.

4.0 Disclaimer of Warranty:

4.1 UBC makes no representations, conditions or warranties, either express or implied, regarding the Patents. Without limitation, UBC specifically disclaims any implied warranty, condition or representation that the Patents:

- (a) corresponds with a particular description;
- (b) are of merchantable quality;
- (c) are fit for a particular purpose; or
- (d) are durable for a reasonable period of time.

4.2 UBC is not liable for any loss, whether direct, consequential, incidental or special, which the Assignee or other third parties suffer arising from any defect, error or fault of the Patents, or their failure to perform, even if UBC is aware of the possibility of the defect, error, fault or failure. The Assignee acknowledges that it has been advised by UBC to undertake its own due diligence regarding the Patents.

4.3 Nothing in this Agreement:

- (a) constitutes a warranty or representation by UBC as to title to the Patents or that anything made, used, sold or otherwise disposed of with respect to, or using the Patents, will not infringe the patents, copyrights, trade-marks, industrial designs or other intellectual property rights of any third parties, or any patents, copyrights, trade-marks, industrial design or other intellectual property rights owned, in whole or in part, by UBC, or licensed by UBC to any third parties;
- (b) constitutes an express or implied warranty or representation by UBC that the Assignee has, or will have, the freedom to operate or practice the Patents, or the freedom to make, have made, use, sell or otherwise dispose of products made using the Patents;

- (c) imposes an obligation on UBC to bring, prosecute or defend actions or suits against third parties for infringement of patents, copyrights, trade-marks, industrial designs or other intellectual property or contractual rights; or
- (d) confers the right to use in any advertising or publicity the name of UBC or any UBC trade-marks, service mark, logo, insignia, seal, design, symbol, or device used by UBC in relation to the Patents or anything made used, sold or otherwise disposed of by the Assignee with respect to the Patents.

5.0 Indemnity and Limitation of Liability:

5.1 The Assignee indemnifies, holds harmless and defends UBC, its Board of Governors, officers, employees, faculty, students, invitees and agents against any and all claims (including all associated legal fees and disbursements actually incurred) arising out of the use, or exercise, of any rights with respect to the Patents by the Assignee, including without limitation against any damages or losses, consequential or otherwise, arising in any manner at all from or out of the use of the Patents by the Assignee, its customers, licensees, sublicensees, agents, collaborators, affiliates or their customers or end users.

5.2 The Assignee acknowledges and agrees that:

- (a) that the purchase of the Patents hereunder is on an "as is" basis, and that the Assignee has conducted its own due diligence with respect to the Patents;
- (b) UBC's total liability, whether under the express or implied terms of this Agreement, in tort (including negligence) or at common law, for any loss or damage suffered by the Assignee, whether direct, indirect or special, or any other similar damage that may arise or does arise from any breaches of this Agreement by UBC, its Board of Governors, officers, employees, faculty, students or agents, is limited to the amount of CDN\$1,000.

6.0 Assignee's Warranties:

6.1 In order to induce UBC to enter into this Agreement, the Assignee hereby represents and warrants to UBC that:

- (a) the Assignee is a company duly organized, validly existing and in good standing under the laws of the province of British Columbia;
- (b) the Assignee has all necessary corporate power, authority and capacity to acquire the Patents and perform its obligations pursuant to this Agreement;
- (c) the execution and delivery of this Agreement has been duly authorized by all necessary corporate action on the part of the Assignee; and
- (d) the Assignee is not a party to, bound by or subject to any license, agreement, instrument, statute, regulation, order, judgment, decree or law which would be violated, contravened or breached by or under which any default would occur as a result of the execution of and delivery by the Assignee of this Agreement or the performance by the Assignee of any of its terms.

6.2 The representations and warranties contained in this Agreement shall survive the Closing Date and shall continue in full force and effect for the benefit of UBC.

7.0 General:

7.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

7.2 The Assignee will pay all taxes and any related interest or penalty howsoever designated and imposed as a result of the existence or operation of this Agreement. All amounts and consideration specified as payable by the Assignee to UBC in this Agreement are exclusive of taxes. If UBC is required to collect a tax to be paid by the Assignee, the Assignee will pay such tax to UBC on demand.

7.3 Nothing contained in this Agreement is to be deemed or construed to create between the parties a partnership or joint venture. No party has the authority to act on behalf of any other party, or to commit any other party in any manner at all or cause any other party's name to be used in any way not specifically authorized by this Agreement.

7.4 Subject to the limitations in this Agreement, this Agreement operates for the benefit of and is binding on the parties and their respective successors and permitted assigns.

7.5 No condoning, excusing or overlooking by any party of any default, breach or non-observance by any other party at any time or times regarding any terms of this Agreement operates as a waiver of that party's rights under this Agreement. A waiver of any term, or right under, this Agreement will be in writing signed by the party entitled to the benefit of that term or right, and is effective only to the extent set out in the written waiver.

7.6 No exercise of a specific right or remedy by any party precludes it from or prejudices it in exercising another right or pursuing another remedy or maintaining an action to which it may otherwise be entitled either at law or in equity.

7.7 All terms which require performance by the parties after the expiry or termination of this Agreement, will remain in force despite this Agreement's expiry or termination for any reason.

7.8 Part or all of any Article that is indefinite, invalid, illegal or otherwise voidable or unenforceable may be severed and the balance of this Agreement will continue in full force and effect.

7.9 The Assignee acknowledges that the law firm of Richards Buell Sutton LLP has acted solely for UBC in connection with this Agreement and that all other parties have been advised to seek independent legal advice.

7.10 This Agreement sets out the entire understanding between the parties and no changes are binding unless signed in writing by the parties to this Agreement.

7.11 Time is of the essence of this Agreement.

SIGNED BY THE PARTIES AS AN AGREEMENT on the 19 day of
December, 2017

SIGNED FOR AND ON BEHALF of
THE UNIVERSITY OF BRITISH COLUMBIA
by its authorized signatories:

/s/ 'Authorized Signatory'

SIGNED FOR AND ON BEHALF of **ME**
THERAPEUTICS INC.
by its authorized signatories:

/s/ 'Salim Dhanji'

SCHEDULE "A"

DESCRIPTION OF THE PATENTS

UBC ID	Inventors	Title	Patent Application Serial No.	Jurisdiction
18-087	Kenneth Harder John Priatel	Anti-G-CSF Antibodies and uses Thereof	62/455991	U.S.

SCHEDULE "B"

Form of Patent Assignment

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT dated for reference •

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA, a corporation continued under the *University Act* of British Columbia with offices at #103-6190 Agronomy Road, Vancouver, British Columbia, V6T 1Z3

("UBC")

AND:

ME THERAPEUTICS INC., a corporation incorporated under the laws of the province of British Columbia, with its registered and records office at 2900 - 500 Burrard Street, Vancouver, British Columbia, V6C 0A3, Canada

(the "Assignee")

WITNESSES THAT WHEREAS Pursuant to the Patent Assignments Agreement between UBC and the Assignee made as of • (the "**Patent Assignment Agreement**"), UBC agreed to transfer, sell, and assign all of UBC's rights in and to the inventions disclosed in U.S. Provisional Patent Application Serial No. 62/455991 entitled "Anti-G-CSF Antibodies and uses Thereof" (the "**Inventions**"), the Patents (as defined in the Patent Assignment Agreement), and other related rights.

NOW THEREFORE, further to the Patent Assignment Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by UBC and the Assignee, UBC and the Assignee agree as follows:

1. UBC hereby sells, assigns, transfers, and sets over unto the Assignee all of its right, title, and interest worldwide in and to the Inventions and the Patents together with the right to claim priority to any such Patents.
2. UBC shall at any time and from time to time upon request, at the expense of the Assignee, promptly execute and deliver any and all papers and documents and do all other lawful acts as the Assignee, in its reasonable judgement, shall deem to be necessary or desirable in order to perfect the title to the Patents in the Assignee and its successors and assigns.
3. UBC, on behalf of itself and its assigns, heirs or other legal representatives, does hereby authorize the Assignee, its successors, assigns, nominees or other legal representatives to amend this Assignment to insert or correct only the identifying information of the Patents as may be needed to record same.
4. This Assignment and all of the terms and provisions hereof shall inure to the benefit of the Assignee and its successors and assigns.

IN WITNESS WHEREOF, UBC and the Assignee have caused this Patent Assignment to be duly executed and delivered as of the dates set forth below.

UNIVERSITY OF BRITISH COLUMBIA

Per: _____
Name:
Title:

STATEMENT OF WITNESS

I, _____, whose full post office address is _____
(name of witness)

(address of witness)

state that I was personally present and did see _____, who is personally known to me to be the person named as authorized representative of UBC in the above assignment, duly execute the same on the day and year set forth above.

(signature of witness)

DATED at _____, this _____ day of ●, 2017.

ME THERAPEUTICS INC.

Per: _____
Name:
Title:

STATEMENT OF WITNESS

I, _____, whose full post office address is _____
(name of witness)

(address of witness)

state that I was personally present and did see _____, who is personally known to me to be the person named as authorized representative of the Assignee in the above assignment, duly execute the same on the day and year set forth above.

(signature of witness)

DATED at _____, this _____ day of ●, 2017.

SCHEDULE "C"

UBC Shares and Fully-Diluted Outstanding Shares

Number of UBC Shares	Total Number of Outstanding Shares in ME Therapeutics
235,939	5,898,475