

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STEALTH BIOTHERAPEUTICS CORP		11/01/2021	Corporation: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	STEALTH BIOTHERAPEUTICS INC.		
Street Address:	140 Kendrick Street		
Internal Address:	Building C-West		
City:	Needham		
State/Country:	MASSACHUSETTS		
Postal Code:	02494		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	88202721	LEADING MITOCHONDRIAL MEDICINE	
Serial Number:	88655214	MITO ASSIST	
Serial Number:	90694791	AMITO THERAPEUTICS	
Serial Number:	90694788	AMITO PHARMA	
Serial Number:	90739612	SYMITO THERAPEUTICS	
Serial Number:	90739625	FIREFLY THERAPEUTICS	
Serial Number:	90739638	CHARGE THERAPEUTICS	
Serial Number:	90840335	ZADIANT	
Serial Number:	90840358	LUMVIO	
Serial Number:	90840406	SUNNEXA	
Registration Number:	5541252		
CORRESPONDENCE DATA			
Fax Number:	6082584258		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6082575035		
Email:	ncampos@foley.com		
Correspondent Name:	Tricia L. Schulz / Foley & Lardner LLP		

OP \$290.00 88202721

TRADEMARK

Address Line 1: 150 East Gilman Street
Address Line 2: Suite 500
Address Line 4: Madison, WISCONSIN 53703-1482

NAME OF SUBMITTER: Tricia L. Schulz

SIGNATURE: /tschulz/

DATE SIGNED: 11/18/2021

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT, dated as of November 1, 2021 (the "Effective Date"), is made, executed, delivered and entered into by and among STEALTH BIOTHERAPEUTICS CORP, a Cayman Islands corporation ("Transferor") on the one hand, and STEALTH BIOTHERAPEUTICS INC., a Delaware corporation (the "Transferee"), on the other hand.

RECITALS

WHEREAS, the Transferor has an undivided interest in, and is the owner of, all right, title and interest in and to the intellectual property set forth on Exhibit A attached hereto (the "IP"); and

WHEREAS, the Transferor desire to transfer, convey, assign, contribute and deliver to the Transferee all of the IP held and owned by the Transferor, and the Transferee has agreed to such transfer and contribution by the Transferor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agrees as follows:

1. Conveyance. The Transferor hereby transfers, conveys, assigns, contributes and delivers to the Transferee, its successors and assigns, to have and to hold forever, all of the IP held by the Transferor, and such transfer of the IP to the Transferee shall be in consideration for the issuance of the Shares to the Transferor.

- a. Transferor hereby assigns the full and exclusive right, title, and interest held by Transferor for the United States, its territories and possessions, and all foreign countries in and to the patent assets listed in Exhibit A, as well as in and to (a) all improvements and modifications of inventions described or claimed therein; (b) all other applications for Letters Patent of the United States and countries foreign thereto for inventions described therein and all improvements and modifications thereof; (c) all Letters Patent which may issue from said patent assets in the United States and countries foreign thereto; (d) all divisions, continuations, reissues, and extensions of said patent assets and issuing Letters Patent; and (e) the right to claim for any of said patent assets the full benefits and priority rights under the Patent Cooperation Treaty, the Paris Convention, and any other international agreement; such right, title, and interest to be held and enjoyed by Transferee, its successors and assigns, as fully and entirely as would have been held and enjoyed by Transferor had this Assignment not been made. Assignment under this paragraph includes assignment to Transferee the right to enforce all judgments and orders related to said patent assets previously obtained by Transferor, including the collection of damages awarded.
- b. Transferor hereby assigns the full right, title and interest in, to and under the trademarks listed in Exhibit A, including any renewals and extensions of the

registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with the goodwill of the business in connection with which the trademarks are used and all rights of enforcement and recovery for past, present or future infringements or unauthorized uses of the trademarks. Assignment under this paragraph includes assignment to Transferee the right to enforce all judgments and orders related to said trademark assets previously obtained by Transferor, including the collection of damages awarded.

2. Further Assurances. The Transferor hereby covenants and agrees that it will, at the request of the Transferee and without further consideration, execute and deliver such other instruments of transfer, conveyance, contribution and assignment, and take such other action as may reasonably be necessary to more effectively transfer, convey, assign, contribute and deliver to, and vest in, the Transferee, its successors and assigns, good and marketable title to the IP hereby transferred, conveyed, assigned, contributed and delivered.

3. Assumption. The Transferee hereby accepts such transfer, conveyance, assignment, and contribution of the IP.

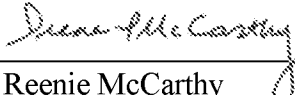
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[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the date first above written.

TRANSFEROR:

STEALTH BIOTHERAPEUTICS CORP
a Cayman Islands corporation

By: 
Name: Reenie McCarthy
Title: CEO
Date: November 1, 2021

TRANSFeree:

STEALTH BIOTHERAPEUTICS INC.
a Delaware corporation

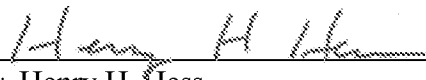

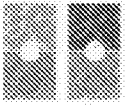


By: 
Name: Henry H. Hess
Title: Chief Legal Counsel
Date: November 1, 2021

EXHIBIT A – CONTINUED

TABLE 2. TRADEMARKS

Mark	Cty.	Status	App. Number	App. Date	Reg. Number	Reg. Date	Classes
FORZINITY	EU	Pending	018293879	8/20/2020	018293879	4/16/2021	5
LEADING MITOCHONDRIAL MEDICINE & on/off Design (Series of 2) 	HK	Registered	304541364	5/28/2018	304541364	5/28/2018	5, 42
LEADING MITOCHONDRIAL MEDICINE & Background Mitochondria Design (Series of 2) 	HK	Registered	304541373	5/28/2018	304541373	5/28/2018	5, 42
MITOCHONDRIAL MEDICINE & Logo (Series of 2) 	HK	Registered	304583944	7/3/2018	304583944	7/3/2018	5, 42
FORZINITY	UK	Registered	3524623	8/20/2020	UK00003524623	11/20/2020	5
Mitochondrial On/Off Button Design 	US	Registered	86/452336	11/12/2014	5541252	8/14/2018	5, 42
LEADING MITOCHONDRIAL MEDICINE	US	Pending/Allowed	88/202721	11/21/2018			5, 42
MITO ASSIST	US	Pending/Allowed	88/655214	10/15/2019			35, 44
AMITO THERAPEUTICS	US	Pending	90/694791	5/6/2021			5, 42
AMITO PHARMA	US	Pending	90/694788	5/6/2021			5, 42
SYMITO THERAPEUTICS	US	Pending	90/739612	5/27/2021			5, 42
FIREFLY THERAPEUTICS	US	Pending	90/739625	5/27/2021			5, 42

Mark	Cty.	Status	App. Number	App. Date	Reg. Number	Reg. Date	Classes
CHARGE THERAPEUTICS	US	Pending	90/739638	5/27/2021			5, 42
ZADIANT	US	Pending	90/840335	7/21/2021			5, 42
LUMVIO	US	Pending	90/840358	7/21/2021			5, 42
SUNNEXA	US	Pending	90/840406	7/21/2021			5, 42
FORZINITY	US	Pending	90/860355	8/2/2021			5
MYPLENZIA	US	Pending	90/860372	8/2/2021			5

4848-0662-0415.2

RECORDED: 11/18/2021

TRADEMARK
REEL: 007498 FRAME: 0846