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12 13 14	Attorneys for Defendants/Cross-Complainants ALIGOS THERAPEUTICS, INC., LAWRENCE BLATT, and LEONID BEIGELMAN (Additional counsel on following page)	
15	SUPERIOR COURT FOR THE STATE OF CALIFORNIA	
16	IN AND FOR THE COUNTY OF SAN MATEO	
17	UNLIMITED CIV	IL JURISDICTION
18	JANSSEN BIOPHARMA, LLC, a Delaware limited liability company,	Case No. 22-CIV-01042
19	Plaintiff,	CROSS-COMPLAINANTS ALIGOS THERAPEUTICS, INC., LAWRENCE M.
20	v.	BLATT, AND LEONID BEIGELMAN'S CROSS-COMPLAINT FOR:
21 22	ALIGOS THERAPEUTICS, INC., a Delaware corporation, LAWRENCE M. BLATT, an individual, and LEONID BEIGELMAN, an individual,	1) DECLARATORY JUDGMENT OF UNENFORCEABILITY 2) DECLARATORY JUDGMENT OF
23	Defendants.	OWNERSHIP 3) DECLARATORY JUDGMENT OF NO
24	ALIGOS THERAPEUTICS, INC., LAWRENCE	OBLIGATION TO ASSIGN 4)UNFAIR COMPETITION (BUS. & PROF.
25	M. BLATT, and LEONID BEIGELMAN, Cross-Complainants,	CODE § 17200) 5) PROMISSORY FRAUD
26	V.	Dept: 22
27	JANSSEN BIOPHARMA, LLC,	Judge: Honorable Danny Y. Chou Action Filed: March 9, 2022
28	Cross-Defendant.	

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Cross-Complainants Aligos Therapeutics, Inc. ("Aligos Therapeutics"), Lawrence M. Blatt ("Dr. Blatt"), and Leonid Beigelman ("Dr. Beigelman") (collectively, "Cross-Complainants"), by and through their undersigned counsel, bring this Cross-Complaint against Cross-Defendant Janssen BioPharma, LLC ("Janssen" or "Cross-Defendant"), and allege as follows:

INTRODUCTION

- This matter concerns the ownership of inventions made by the employees of Aligos
 Therapeutics.
- 2. Aligos Therapeutics is a clinical-stage biopharmaceutical company currently focused on developing novel therapeutics to address unmet medical needs in viral and liver diseases. Aligos Therapeutics uses proprietary oligonucleotide and small molecule platforms to develop pharmacologically optimized drug candidates for use in combination regimens designed to achieve improved treatment outcomes.
- 3. To develop promising therapies, Aligos Therapeutics relies on a team of highly collaborative and experienced individuals with decades of drug discovery and development experience.
- 4. Obtaining appropriate patent protection is an essential aspect of developing drug candidates. Aligos Therapeutics will not be able to recoup the money that it is devoting to drug development if other companies will be free to copy and sell future successful products because Aligos Therapeutics did not obtain patent protection. Patent protection is also essential in order to invoke statutory protections for new drugs such as those provided for by the Hatch-Waxman Act. Aligos Therapeutics has thus sought appropriate patent protection for the inventions made by individuals while working at Aligos Therapeutics.
- 5. Only people can be inventors in a patent application, not companies. Most frequently, companies receive rights to patent applications and patents when the individual inventors "assign" rights to their inventions. Employers are not automatically entitled to all of the inventions of their employees.
- 6. Janssen has no rights to the inventions that Aligos Therapeutics' employees have come up with while they were employed by Aligos Therapeutics. Those employees were under no obligation to assign their rights to Janssen, and they did not do so. They did assign their rights to Aligos Therapeutics.

Aligos Therapeutics is thus the lawful owner of a number of patent applications and issued patents relating to work done by its employees.

- 7. Janssen has nevertheless improperly asserted that Dr. Blatt, Dr. Beigelman, and others were required, by the terms of Proprietary Information and Assignment Agreements signed by each while at a company called Alios BioPharma, Inc. ("Alios BioPharma"), to assign to Janssen a wide swath of patent applications filed for by Aligos Therapeutics based on work done by its employees while they were employed at Aligos Therapeutics. Alios BioPharma was in 2014 acquired by Johnson & Johnson, at which point it became a "Janssen" company. Cross-Defendant Janssen has alleged that it is the current incarnation of Alios BioPharma, and it claims to have the rights to assert the Alios BioPharma Proprietary Information and Assignment Agreements.
- 8. The assertion by Janssen that Dr. Blatt, Dr. Beigelman, and others were required to assign to Janssen patent applications filed for by Aligos Therapeutics is contrary to law and contrary to promises that Janssen made to Dr. Blatt and Dr. Beigelman that Janssen would not interfere if they did as they have done—formed a new company to carry on their mission of bringing life-changing therapeutics to patients. Those promises are now revealed to be fraudulent.
- 9. Nor was that the extent of the fraud. Dr. Blatt and Dr. Beigelman were fraudulently induced into working for Janssen after the 2014 acquisition by promises made to them about how Janssen would operate, their roles at Janssen, the support that would be provided to promising drug candidates, and other subjects. On information and belief, those promises were made specifically to benefit Janssen by having Dr. Blatt and Dr. Beigelman provide services to Janssen rather than setting out on their own, and were false when made, as Janssen had no intention to perform. And Janssen did not perform.
- 10. Aligos Therapeutics, Dr. Blatt, and Dr. Beigelman now bring this cross-complaint to make clear that Janssen has no rights to what it did not help to create, and that its fraud has consequences.

PARTIES

- 11. Aligos Therapeutics is incorporated in the State of Delaware and is headquartered at 1 Corporate Drive, 2nd Floor, South San Francisco, CA 94080. Aligos Therapeutics became operational in March, 2018. Aligos Therapeutics has been a publicly traded company since October 16, 2020.
 - 12. Dr. Blatt is an individual residing in San Francisco, CA and is a competent adult.

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- 13. Dr. Blatt is a founder of Aligos Therapeutics and has served as its Chief Executive Officer and a member of its Board of Directors since March 2018. Dr. Blatt also co-founded Alios Biopharma, and served as its CEO, President, and Director from January 2009 until its acquisition by Johnson & Johnson, whereupon Alios Biopharma became a Janssen company.
 - 14. Dr. Beigelman is an individual residing in San Mateo, CA and is a competent adult.
- 15. Dr. Beigelman is a founder of Aligos Therapeutics and has served as President and a member of the Board of Directors since April 2018. Dr. Beigelman also co-founded Alios BioPharma and served as its Chief Scientific Officer before it was acquired.
- 16. Upon information and belief, Janssen is a limited liability company registered in the state of Delaware having a principal place of business at 260 E. Grand Avenue, South San Francisco, CA 94080.

JURISDICTION

- 17. This Court has jurisdiction over Cross-Defendant Janssen, which conducts business in this County and filed the instant action in this Court.
- 18. Venue is proper in this Court because Cross-Defendant Janssen has its principal place of business in San Mateo County.

BACKGROUND

- 19. On September 29, 2014, Johnson & Johnson and Alios BioPharma entered into an agreement and plan of merger whereby Johnson & Johnson would acquire Alios BioPharma, causing Aliso BioPharma to become a subsidiary of Johnson & Johnson, and to be referred to as a Janssen company. The acquisition was completed on November 7, 2014.
- 20. No term of the merger agreement required that either Dr. Blatt or Dr. Beigelman continue to work at Janssen after the merger was completed, and neither Janssen nor Johnson & Johnson was entitled to their services as a result of the merger.
- 21. Johnson & Johnson, however, acting on behalf of its subsidiary Janssen, lured Dr. Blatt and Dr. Beigelman into continuing to work for Janssen after the merger by promising Dr. Blatt and Dr. Beigelman the following: that they would be given adequate support and funding for their projects so that promising drug candidates would matriculate into clinical trials and be supported through potential

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approval; that their group could expand into broader therapeutic areas; that they would have autonomy in the management of the infectious disease portfolio at Janssen, so that they could work and act like entrepreneurs as they did while independently running Alios BioPharma prior to the merger; and that the corporate culture at Alios BioPharma would be maintained, which culture emphasized valuing all employee input, celebrating diversity, making decisions based on science, and choosing the course of conduct that was best for patients, with the understanding that with that approach, the rest would follow. These promises led Dr. Blatt and Dr. Beigelman to believe that they could, while at Janssen, develop therapies that would help patients.

In a meeting that took place prior to the close of merger at Alios BioPharma's site, 22. William Hait, MD, Vice President of Research and Development for Janssen, conveyed these promises to Dr. Blatt and Dr. Beigelman. Dr. Hait told Drs. Blatt and Beigelman that he was very impressed with the portfolio of antiviral drugs at Alios BioPharma, and that he wanted to inject more entrepreneurial business practices into the Infectious Diseases group at Janssen. He further explained that if Drs. Blatt and Beigelman joined Janssen, he would make sure that they could continue to work as they did as an independent biotechnology company, maintaining streamlined business practices and the Alios BioPharma corporate culture. He also said that he wanted the Alios BioPharma team to lead the Johnson & Johnson ("J&J") infectious diseases group to become more productive and entrepreneurial, with the specific goal of achieving success more frequently and more often than had been the norm under existing leadership, which had not been successful in moving drugs from in-house projects through to approved products. When told by Dr. Blatt and Dr. Beigelman that Janssen needed to commit to bringing new drugs all the way through to Phase 3 clinical trials and then ultimately pursuing approval if it was to achieve its goals, Dr. Hait agreed that Janssen would be so committed under the leadership of Drs. Blatt and Beigelman. Dr. Blatt and Dr. Beigleman specifically raised that large pharmaceutical companies are prone to giving up on drugs prior to approval for nonscientific reasons, and that they needed the commitment that Janssen would not abandon successful drugs pre-approval. Dr. Hait assured them that Janssen was committed and that he would personally support bringing the portfolio of infectious diseases assets invented at Alios BioPharma through clinical development and onto the market. Dr. Hait further stated that he knew Dr. Blatt and Beigelman's entrepreneurial leadership and streamlined management

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style was going to be good for the entire J&J organization. The promises made to Drs. Beigelman and Blatt during their interactions with Dr. Hait were a key motivation in their decision to join Janssen.

- 23. In another meeting with Bill Hait and Michael Grissinger, Vice President of Business Development, Drs. Blatt and Beigelman discussed their apprehension that it would be difficult to maintain entrepreneurial practices in a company as large as Janssen. Both Dr. Hait and Mr. Grissinger reassured Drs. Blatt and Beigelman that Janssen was committed to allowing Drs. Blatt and Beigelman to maintain entrepreneurial practices and the Alios BioPharma corporate culture. Dr. Hait and Mr. Grissinger and also reassured Drs. Blatt and Beigelman that if the two wanted to leave Janssen, they would support them to start a new company, as they knew entrepreneurship was a vital part of the drug development ecosystem.
- 24. In another interaction prior to making the decision to join Janssen, Marc Schorpion, Vice President of Human Resources, met with Drs. Blatt and Beigelman to propose the specifics of their employment. Mr. Schorpion reiterated the words of Dr. Hait and told Drs. Blatt and Beigelman that they were excited to have entrepreneurs of their background and caliber join Janssen, and he was very impressed with the accomplishments and Alios BioPharma. He reiterated the need to inject entrepreneurial business practices into Janssen and promised that Drs. Blatt and Beigelman could continue to work autonomously, streamline decision-making, and maintain the Alios BioPharma corporate culture of putting the needs of patients first. He also told Drs. Blatt and Beigelman that at Janssen they would have "a bigger playground" with more resources to expand work into addition infectious disease areas. He told them they could focus their work on drug discovery and development, and they would not have to be involved in fund raising as they did at Alios BioPharma. He also referenced the Johnson & Johnson credo, which he claimed was consistent with the Alios BioPharma corporate culture and values. Mr. Schorpion also told Drs. Blatt and Beigelman that in order to incentivize them to stay at Janssen for a period of at least three years, they would be given the opportunity to earn time and achievement-based cash and stock milestones that would be an attempt to emulate stock appreciation for a biotechnology company. To this end, time and achievement-based milestones with payout after three years of service were offered to Drs. Blatt and Beigelman as part of their proposed employment compensation.

- 25. Dr. William Hait and Michael Grissinger also promised Dr. Blatt that if Dr. Blatt and Dr. Beigelman wanted to leave, they could do so, and Janssen would not hinder their efforts to leave. That promise was made just prior to the close of the merger, in the fall of 2014. That promise led Dr. Blatt and Dr. Beigelman to believe that if things did not work out at Janssen, they could found a new company at which they would be free to continue their mission to bring promising therapies to patients without interference from Janssen. That promise was false. Far from letting Dr. Blatt and Dr. Beigelman continue their mission, Janssen has unfairly sought to restrict Dr. Blatt and Dr. Beigelman from engaging in a lawful profession—working to develop drugs to improve the lives of patients.
- 26. Dr. Blatt and Dr. Beigelman relied on the promises made to them, to their detriment. They continued to provide services to Janssen for several years after the merger, even though they could have instead been developing drugs at an independent company, e.g. they could have founded Aligos Therapeutics earlier.
- 27. Those promises were false when made. Janssen did not intend to keep these promises, and it did not do so. Janssen not only did not support Dr. Blatt's and Dr. Beigelman's work, but Janssen affirmatively impeded it. For example:
- 28. Dr. Blatt and Dr. Beigelman learned, after they were working at Janssen, that no one at Janssen told Dr. Johan Van Hoof, the Global head of Infectious Diseases and Vaccines, that Drs. Blatt and Beigelman had been promised that they could maintain Alios BioPharma's corporate culture and entrepreneurial business practices.
- 29. It was also only after they began working at Janssen that Drs. Blatt and Beigelman learned that, contrary to the promises made to them about Janssen's commitment to fund promising drugs through to Phase 3 trials and approval, their ability to advance drugs through to clinical trials would instead be tied to a specific financial model. The inputs to the model were then changed and the model was used to give Alios BioPharma projects lower rankings. Additional funding was purportedly available for research and development activities that scored well in an exercise involving a panel of judges (which panel had no expertise in infectious diseases), but that additional funding also did not materialize. These hurdles to funding did not comport with the promises made that the Alios BioPharma

team would not only have sufficient funding to develop its existing pipeline, but it would be able to expand into other infectious disease areas.

- 30. Dr. Blatt was not permitted to focus on Alios BioPharma and its all-important drug development mission, but was instead required to expend significant time at J&J corporate bureaucracy events not relevant to the Alios mission. These other events ranged from pan-company J&J meetings at which, e.g., consumer goods were a focus; to weekly 5:00am video calls with leaders from other therapeutic areas; to sales and marketing training meetings; and more. Dr. Blatt also had been promised that he would not have to attend funding events, and contrary to that promise, was in fact required to attend lavish social events and carnival-like parties associated with investor conferences at, e.g., nightclubs. The toll on his time of these events and the associated needless global travel was significant, leaving him without time for the work he had gone to Janssen to do, i.e, discovering and developing promising drugs to help patients. His mandatory participation was also contrary to the promises made to him about his ability to manage Alios BioPharma as before, in the mold of an entrepreneurial company.
- 31. Under Dr. Blatt's leadership, the Alios BioPharma team successfully developed a triple combination therapy for use in treating chronic hepatitis C patients, using Alios BioPharma nucleoside analog AL-335 alongside two other therapies, Odalasvir (ACH-3102) and Simeprevir. *See*, *e.g.*, https://clinicaltrials.gov/ct2/show/NCT02765490. The combination proved effective, and with just six week of therapy more than 95% of patients were cured of chronic hepatitis C. This was in contrast to 12 weeks of therapy needed for the leading marketed Gilead Sciences combination therapy. Although this therapy was thus precisely the type that Dr. Blatt and Dr. Beigelman should have been permitted to advance into Phase 3 trials and seek approval for based on the promises made to them, Janssen stopped development of this combination theory in September 2017, without input from Drs. Blatt and Beigelman. That decision was devasting, contrary to patient interests, and contrary to the promises made to Drs. Blatt and Beigelman.
- 32. In keeping with the commitment that he had secured from Janssen that the group could expand into broader therapeutic areas, Dr. Blatt organized a team to investigate new approaches to a possible HIV *cure*—not a new lifelong maintenance therapy, like those in J&J's existing portfolio, but a possible cure. Researching a possible cure was consistent with Alios's mission to do what was best for

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patients, and was the approach the team had pursued with respect to hepatitis C. Janssen, however, did not let Dr. Blatt and Dr. Beigelman form a research team to research possible new HIV cures, and denied funding to the effort. Instead, Janssen has continued to pursue its pipeline of products that must be taken for life. Janssen's refusal to fund the work towards a possible HIV cure was contrary to the promises that had convinced Drs. Blatt and Beigelman to work at Janssen.

FIRST CAUSE OF ACTION

(Declaratory Judgment of Unenforceability—All Cross-Complainants Against Janssen)

- 33. Cross-Complainants repeat and reallege the allegations of paragraphs 1 through 32 as if fully set forth herein.
- 34. As inventors, Dr. Blatt and Dr. Beigelman own their inventions with the exception of inventions that they have lawfully assigned to others.
- 35. Dr. Blatt and Dr. Beigelman have lawfully assigned to Aligos Therapeutics full right and title in inventions that Dr. Blatt and Dr. Beigelman invented while employed with Aligos Therapeutics and while they were not employees of Janssen.
- 36. Aligos Therapeutics has filed and will file patent applications seeking to claim the inventions invented by Dr. Blatt and Dr. Beigelman and lawfully assigned to Aligos Therapeutics. The "Disputed Patent Applications" are such applications. The Disputed Patent Applications are the following patent applications and patents issuing from those patent applications and any related patent applications and issued patents (the "Disputed Patent Applications"): U.S. Patent Application Nos. 17/018,822; 16/837,515; 16/849,851; 16/885,128; 17/446,651; 16/887,063; 16/676,929; and Patent Cooperation Treaty Application Nos. PCT/US2019/060283; PCT/US2020/26116; PCT/US2020/028349; PCT/US2020/034746; PCT/US2020/035212; PCT/US2021/021199. Aligos Therapeutics has prosecuted such patent applications and will continue to do so, and will continue to prosecute any other patent applications that may come into existence. Some patent applications have resulted in issued patents, and Aligos Therapeutics expects that additional patents will issue in the future.
- 37. Janssen has asserted that Dr. Blatt, Dr. Beigelman, and others are currently contractually obligated to assign the Disputed Patent Applications to Janssen under agreements entered into between those individuals on the one hand and Alios BioPharma on the other hand (the "Alios PI&A").

Agreements"). On information and belief, the contractual assignment provision in the Alios PI&A Agreements that Janssen seeks to enforce purports to require that an employee assign to Alios Biopharma not only inventions based on Alios Biopharma's confidential information, but also other inventions that merely "relate" to work done by Alios Biopharma and that were conceived *after* the employment ended, up to a "period of one (1) year."

- 38. The contractual assignment provision in the Alios PI&A Agreements should be declared void and unenforceable. Dr. Blatt, Dr. Beigelman, and others were not and are not required to assign their inventions pursuant to the Alios PI&A Agreements. The assignment provision as a whole is unlawful.
- 39. California Business & Professions Code Section 16600 provides that "[e]xcept as provided in this chapter, every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void." Cal. Bus. & Prof. Code § 16600 (hereinafter "§ 16600"). An agreement requiring that an employee assign post-employment inventions is void under § 16600, and not only as to the post-employment inventions. A patent assignment clause that "broadly targets any inventions that relate[] to former employees' work" and "conceivably encompasses both inventions based on confidential employer information and inventions relating to former . . . employees' work" is over broad and violates § 16600. *Applied Materials, Inc. v. Advanced Micro-Fabrication Equip. (Shanghai) Co.*, 630 F. Supp. 2d 1084, 1090 (N.D. Cal. 2009) (alteration and quotations omitted).
- 40. An actual and justiciable controversy exists between Cross-Complainants and Janssen regarding the contractual assignment provision in the Alios PI&A Agreements.
- 41. Based on the facts and circumstances alleged herein, Cross-Complainants are entitled to a judicial declaration that the contractual assignment provision in the Alios PI&A Agreements is void and unenforceable.

SECOND CAUSE OF ACTION

(Declaratory Judgment of Ownership—All Cross-Complainants Against Janssen)

42. Cross-Complainants repeat and reallege the allegations of paragraphs 1through 41 as if fully set forth herein.

- 43. An actual controversy has arisen and now exists between Cross-Complainants on the one hand and Janssen on the other hand regarding each party's rights to and interests in at least the Disputed Patent Applications.
- 44. Attached hereto as Exhibits 1 through 7 are true and correct copies of patent assignment records for the enumerated applications listed as Disputed Patent Applications, incorporated herein by this reference. As set forth in Exhibits 1 through 7, the inventors of the Disputed Patent Applications assigned their entire right, title and interest in each of the Disputed Patent Applications to Aligos Therapeutics.
- 45. Janssen possesses no rights whatsoever—not any legal rights, not any equitable rights, and not any other rights—in the Disputed Patent Applications.
- 46. Following the 2014 acquisition of Alios BioPharma by Johnson & Johnson, Dr. Blatt and Dr. Beigelman assigned numerous patent applications to Janssen as a result of the unlawfully-broad Alios PI&A Agreements. Dr. Blatt and Dr. Beigelman were not otherwise obligated to assign their inventions to Janssen. As a result of those assignments, Janssen today is listed as the assignee on a number of patent application and patents as to which Dr. Blatt and Dr. Beigelman are among the named inventors (the "Janssen Patent Applications"). The Janssen Patent Applications include at least U.S. Patent Nos. 9,758,544; 9,890,188; 10,183,945; 10,208,045; 10,358,453;10,745,427; 10,793,859; 10,905,767; 11,021,511; 11,149,049; 11,180,524, U.S. Patent Application Nos. 2018/0162899; 2019/0169221; 2019/0375782; 2020/0270611; 2021/0009630; 2021/0095284; 2021/0277046 and all related patents and patent applications.
- 47. Dr. Blatt and Dr. Beigelman possess at least equitable ownership and/or other interests in the Janssen Patent Applications by virtue of the manner in which Janssen obtained its assignments to those patents, namely, through an unlawfully overbroad and unenforceable contractual assignment provision that Janssen has asserted in violation of § 16600 and § 17200.
- 48. Based on the facts and circumstances alleged herein, Cross-Complainants are entitled to a judicial declaration that Aligos Therapeutics owns the Disputed Patent Applications.

49. Based on the facts and circumstances alleged herein, Cross-Complainants are entitled to a judicial declaration that Dr. Blatt and Dr. Beigelman have ownership rights in the Janssen Patent Applications.

THIRD CAUSE OF ACTION

(Declaratory Judgment of No Obligation to Assign—All Cross-Complainants Against Janssen)

- 50. Cross-Complainants repeat and reallege the allegations of paragraphs 1 through 49 as if fully set forth herein.
- 51. As inventors, Dr. Blatt and Dr. Beigelman own their inventions with the exception of inventions that they have lawfully assigned to others. Because the contractual assignment provision in the Alios PI&A Agreements is void, and unenforceable by Janssen, Dr. Blatt and Dr. Beigelman are not obligated to assign any invention to Janssen.
- 52. An actual and justiciable controversy exists between Cross-Complainants and Janssen regarding Dr. Blatt's and Dr. Begelman's assignment obligations.
- 53. Based on the facts and circumstances alleged herein, Cross-Complainants are entitled to a judicial declaration that Dr. Blatt and Dr. Beigelman are not obligated to assign any inventions to Janssen.

FOURTH CAUSE OF ACTION

(Violation of California's Unfair Competition Law (Bus. & Prof. Code § 17200)

—All Cross-Complainants Against Janssen)

- 54. Cross-Complainants repeat and reallege the allegations of paragraphs 1 through 53 as if fully set forth herein.
- 55. California's Unfair Competition Law ("UCL") prohibits "any unlawful, unfair or fraudulent business act or practice...." Cal. Bus. & Prof. Code § 17200. Janssen has engaged and/or threatens to engage in unlawful, unfair and fraudulent business acts and practices in violation of the UCL.
- 56. Because restraints on trade are illegal under Section 16600, and because barriers to open competition inherently are unfair, use of an illegal restraint on trade violates the UCL. *Dowell v. Biosense Webster, Inc.* (2009) 179 Cal. App. 4th 564, 575.

- 57. As set forth above, Janssen is attempting to illegally restrain trade by enforcing the illegally-broad contractual assignment provision in the Alios PI&A Agreements, which violates § 16600. Janssen thus also violates the UCL.
- 58. Janssen is also engaging in and threatening to engage in fraudulent business practice in violation of the UCL by seeking to obtain Aligos Therapeutics' patent applications and patents in violation of the promises made to Dr. Blatt and Dr. Beigelman. If Janssen were to obtain Aligos Therapeutics' patents, it would be able to make and sell drugs the very drugs developed by Aligos Therapeutics without paying Aligos Therapeutics, causing substantial harm to Aligos Therapeutics and its ability to compete in the marketplace.
- 59. Janssen's past and continuing unfair competition has damaged Cross-Complainants, who have suffered injury in fact and have lost money and property as a direct result of Janssen's unlawful business practices, including at least the funds which Cross-Complainants have been forced to expend to investigate and commence this cross-complaint, and legal ownership of the Janssen Patent Applications
- 60. The continuing wrongful conduct of Janssen, as alleged above, will cause great and irreparable harm to Cross-Complainants unless and until restrained by Order of this Court, including through an order that Janssen shall cease enforcement of the contractual assignment provision in the Alios PI&A Agreement, shall not rely on any prior assignments provided by Dr. Blatt and/or Dr. Beigelman pursuant to the unlawfully broad contractual assignment provision in the Alios PI&A Agreement, shall hold in constructive trust for Dr. Blatt and Dr. Beigelman all patent applications and patents obtained by Janssen as a result of assignments made by Dr. Blatt and Dr. Beigelman pursuant to the unlawfully broad contractual assignment provision in the Alios PI&A Agreement, and shall assign to Dr. Blatt and Dr. Beigelman the Janssen Patent Applications.

FIFTH CAUSE OF ACTION

(Promissory Fraud—Dr. Blatt and Dr. Beigelman Against Janssen)

- 61. Cross-Complainants repeat and reallege the allegations of paragraphs 1 through 32 as if fully set forth herein.
- 62. As set forth above, in order to induce Dr. Blatt and Dr. Beigelman to work at Janssen after the merger, individuals including Dr. Hait, Mr. Grissinger, and Mr. Schorpion made promises to Drs.

Blatt and Beigelman that they would be given adequate support and funding for their projects so that promising candidates would matriculate into clinical trials and be supported through potential approval; that their group could expand into broader therapeutic areas; that they would have autonomy in the management of the infectious disease portfolio at Janssen, so that they could work and act like entrepreneurs as they did while independently running Alios BioPharma prior to the merger; and that the corporate culture at Alios BioPharma would be maintained, which culture emphasized valuing all employee input, celebrating diversity, making decisions based on science, and choosing the course of conduct that was best for patients, with the understanding that with that approach, the rest would follow.

- 63. Those promises were false when made, and knowingly false. Janssen did not have the intent to live up to the promises being made to lure Dr. Blatt and Dr. Beigelman into working at Janssen after the merger.
- 64. The purpose and intent of the false promises was to induce Dr. Blatt and Dr. Beigelman to provide their services to Janssen, and to not start another company, as they were otherwise free to do. The false promises had that intended effect; Dr. Blatt and Dr. Beigelman justifiably and reasonably relied on the false promises and provided their services to Janssen rather than taking their talent, skill, and experience elsewhere.
- 65. As a direct, proximate, and foreseeable result of the above-identified false and misleading promises, which Janssen never intended to keep and did not keep, Dr. Blatt and Dr. Beigelman have suffered irreparable harm and/or substantial damages. They are entitled to those damages in an amount to be proven at trial or to rescind their agreement to provide services to Janssen following the 2014 merger.
- 66. Following the 2014 merger, Dr. Blatt and Dr. Beigelman assigned the Janssen Patent Applications to Janssen as a result of the Alios PI&A Agreements, which applied only as a result of Dr. Blatt's and Dr. Beigelman's agreement to provide their services to Janssen, which agreements are subject to rescission. Dr. Blatt and Dr. Beigelman were not otherwise obligated to assign their inventions to Janssen. As a result of the assignments that Dr. Blatt and Dr. Beigelman made, Janssen today is listed as the assignee on the Janssen Patent Applications.

67. Because Janssen obtained the Janssen Patent Applications through fraud as described herein, Janssen holds the Janssen Patent Applications in constructive trust for Dr. Blatt and Dr. Beigelman.

JURY TRIAL DEMAND

68. Cross-Complainants demand a trial by jury on all claims so triable.

PRAYER FOR RELIEF

WHEREFORE, Cross-Complainants respectfully requests the following relief:

- a. That Judgment be entered in Cross-Complainants' favor and against Cross-Defendants on the causes of action alleged herein;
- b. That a declaration be entered that that the contractual assignment provision in the Alios PI&A Agreements is void and unenforceable;
- That a declaration be entered that Aligos Therapeutics owns the Disputed Patent Applications;
- d. That a declaration be entered that Dr. Blatt and Dr. Beigelman have ownership rights in the Janssen Patent Applications;
- e. That a declaration be entered that Dr. Blatt and Dr. Beigelman are not obligated to assign any invention to Janssen;
- f. That orders be entered that Janssen shall cease enforcement of the contractual assignment provision in the Alios PI&A Agreement, shall not rely on any prior assignments provided by Dr. Blatt and/or Dr. Beigelman pursuant to the unlawfully broad contractual assignment provision in the Alios PI&A Agreement, and shall hold in constructive trust for Dr. Blatt and Dr. Beigelman the Janssen Patent Applications;
- g. That the Court grant damages to Cross-Complainants, including compensatory, statutory, and punitive damages, to the extent permitted by law and in such amounts to be proven at trial;
- h. That the Court grant restitution to Cross-Complainants, including at least assignment to Dr. Blatt and Dr. Beigelman of the Janssen Patent Applications;

1	i.	That, at Dr. Blatt's and Dr. Beigelman's election, the Court grant recission of Dr.
2		Blatt's and Dr. Beigelman's agreement to be employed at Janssen, which
3		agreement was further subject to the terms of the Alios PI&A Agreement;
4	j.	That Cross-Complainants be awarded pre- and post-judgment interest on all
5		damages as allowed by law;
6	k.	That the Court award reasonable attorney's fees and the costs of this action; and/or
7	1.	Such other and further relief as the Court deems just and proper.
8		
9	Dated: August 4, 20	DURIE TANGRI LLP
10		
11		By: DARALYN J. DURIE
12		Attorneys for Cross-Complainants
13		ALIGOS THERAPEUTICS, INC., LAWRENCE BLATT, and LEONID BEIGELMAN
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EXHIBIT 1

506170573 07/24/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6217310

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
LEONID BEIGELMAN	02/20/2020
RAJENDRA PANDEY	02/21/2020
VIVEK KUMAR RAJWANSHI	02/21/2020
DAVID BERNARD SMITH	02/20/2020
LAWRENCE M. BLATT	02/20/2020
JIN HONG	02/20/2020

RECEIVING PARTY DATA

Name:	ALIGOS THERAPEUTICS, INC.
Street Address: 1 CORPORATE DRIVE, 2ND FLOOR	
City: SOUTH SAN FRANCISCO	
State/Country:	CALIFORNIA
Postal Code:	94080

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16676929

CORRESPONDENCE DATA

Fax Number: (949)760-9502

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.

Phone: 9497600404

Email: efiling@knobbe.com

KNOBBE MARTENS OLSON & BEAR **Correspondent Name:** 2040 MAIN STREET, 14TH FLOOR Address Line 1:

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	ALIG.008A
NAME OF SUBMITTER:	JOSEPH J. MALLON
SIGNATURE:	/Joseph J. Mallon/
DATE SIGNED:	07/24/2020

Total Attachments: 8

PATENT REEL: 053303 FRAME: 0374

506170573

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Application Data Sheet filed previously or concurrently

Docket No.: ALIG.008A Page 1 of 8

Title: S-ANTIGEN TRANSPORT INHIBITING OLIGONUCLEOTIDE POLYMERS AND METHODS

Inventors: Leonid Beigelman, Rajendra Pandey, Vivek Kumar Rajwanshi, David Bernard Smith,

Lawrence M. Blatt, and Jin Hong

Declaration

This Declaration is directed to U.S. or International Application No. **16/676929**, filed November 7, 2019 and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

Assignment from Inventors

WHEREAS, above-identified inventors (individual(s) hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental designs, or discoveries related to S-ANTIGEN TRANSPORT INHIBITING OLIGONUCLEOTIDE POLYMERS AND METHODS (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States (identified above) has been filed with the United States Patent and Trademark Office (hereinafter the "Application"), and ASSIGNOR desires to assign or confirm assignment of the Work and the Application to the below identified Assignee.

AND WHEREAS, Aligos Therapeutics, Inc., with its principal place of business at 1 Corporate Drive, 2nd Floor, South San Francisco, California 94080 (hereinafter the "ASSIGNEE"), desires to acquire or confirm ownership of the entire right, title, and interest in and to the Application and the Work.

NOW, THEREFORE, for good and valuable consideration of which receipt is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto said ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to the Application and the Work, including: all provisional applications relating to the Work and the Application (including but not limited to U.S. Provisional Application Nos. 62/757632, 62/855323, and 62/907845, filed November 8, 2018, May 31, 2019, and September 20, 2019, respectively, and International Patent Application PCT/US2019/060283, filed November 7, 2019); all nonprovisional applications claiming priority to aforementioned provisionals and/or the Application, including, all divisions, continuations, continuations-in-part, and reissues, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof; and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals, and reissues thereof.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on

Application Data Sheet filed previously or concurrently

Docket No.: ALIG.008A Page 2 of 8

Title: S-ANTIGEN TRANSPORT INHIBITING OLIGONUCLEOTIDE POLYMERS AND METHODS

Inventors: Leonid Beigelman, Rajendra Pandey, Vivek Kumar Rajwanshi, David Bernard Smith,

Lawrence M. Blatt, and Jin Hong

applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives, and assigns.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, **its** successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will: communicate to said ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Work; testify in any legal proceeding; assist in the preparation of any other Patent Property relating to the Application and the Work or any improvements made thereto; sign/execute all lawful papers; authorize the filing of, execute, and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications; and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for the Work in all countries.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e)) Application Data Sheet filed previously or concurrently		
Docket No.: ALIG.008A Page 3 of 8		
Title: S-ANTIGEN TRANSPORT INHIBITING OLIGONUCLEOTIDE POLYMERS AND METHODS		
Inventors: Leonid Beigelman, Rajendra Pandey, Vivek Kumar Rajwanshi, David Bernard Smith, Lawrence M. Blatt, and Jin Hong		
Legal Name of Inventor: Leonid Beigelman		
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 2014 day of Figure 1.		
20 20.		
Signature:		
Signature before a Notary is desirable but not required.		
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.		
STATE OF CALIFORNIA SS. COUNTY OF Solution Services Ser		
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.		

Notary Signature

WITNESS my hand and official seal.

[SEAL]

B. THOMPSON
Notary Public - California
San Mateo County
Commission # 2195901
My Comm. Expires May 7, 2021

PATENT

REEL: 053303 FRAME: 0378

Application Data Sheet filed previously or concurrently Docket No.: ALIG.008A Page 4 of 8 Title: S-ANTIGEN TRANSPORT INHIBITING OLIGONUCLEOTIDE POLYMERS AND METHODS Inventors: Leonid Beigelman, Rajendra Pandey, Vivek Kumar Rajwanshi, David Bernard Smith, Lawrence M. Blatt, and Jin Hong Legal Name of Inventor: Rajendra Pandey IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21 day of _____ 20<u>20</u>. Signature: Signature before a Notary is desirable but not required. A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT. STATE OF CALIFORNIA SS. COUNTY OF SOM MOST On <u>3/34/30</u>, before me, <u>33 Nonoson</u> notary public, personally appeared Rajendra Pandey who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. **Notary Signature** [SEAL] **B. THOMPSON** Notary Public - California San Mateo County Commission # 2195901

My Comm. Expires May 7, 2021

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

PATENT

REEL: 053303 FRAME: 0379

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e)) Application Data Sheet filed previously or concurrently Docket No.: ALIG.008A Page 5 of 8 Title: S-ANTIGEN TRANSPORT INHIBITING OLIGONUCLEOTIDE POLYMERS AND METHODS Inventors: Leonid Beigelman, Rajendra Pandey, Vivek Kumar Rajwanshi, David Bernard Smith, Lawrence M. Blatt, and Jin Hond Legal Name of Inventor: Vivek Kumar Rajwanshi IN TESTIMONY WHEREOF, I hereunto set my hand and seal this as day of Fabruax 20 🔌 . Signature: Signature before a Notary is desirable but not required. A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT. STATE OF CALIFORNIA COUNTY OF SOUTH , before me, <u>5</u> Manoson notary public, personally appeared Vivek Kumar Rajwanshi who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Notary Signature [SEAL]

B. THOMPSON Notary Public - California San Mateo County Commission # 2195901 My Comm. Expires May 7, 2021

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e)) Application Data Sheet filed previously or concurrently Docket No.: ALIG.008A Page 6 of 8 Title: S-ANTIGEN TRANSPORT INHIBITING OLIGONUCLEOTIDE POLYMERS AND METHODS Inventors: Leonid Beigelman, Rajendra Pandey, Vivek Kumar Rajwanshi, David Bernard Smith, Lawrence M. Blatt, and Jin Hong Legal Name of Inventor: David Bernard Smith IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 301 day of February 20**0**0. Signature: Signature before a Notary is desirable but not required. A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT. STATE OF CALIFORNIA SS. COUNTY OF SAN Hat On 3/30/30 before me, Barry 1950 _____ notary public, personally appeared David Bernard Smith who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. **Notary Signature**

[SEAL]

B. THOMPSON
Notary Public - California
San Mateo County
Commission # 2195901
My Comm. Expires May 7, 2021

PATENT

REEL: 053303 FRAME: 0381

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e)) Application Data Sheet filed previously or concurrently	
Docket No.: ALIG 008A Page 7 of 8	
Title: S-ANTIGEN TRANSPORT INHIBITING OLIGONUCLEOTIDE POLYMERS AND METHODS	
Inventors: Leonid Beigelman, Rajendra Pandey, Vivek Kumar Rajwanshi, David Bernard Smith, Lawrence M. Blatt, and Jin Hong	
Jacob Name of Investors I amount M. Diett	
Legal Name of Inventor: Lawrence M. Blatt	
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this <u>QOR</u> day of <u>Fallyway Apple</u> .	
Signature:	
•	
Signature before a Notary is desirable but not required.	
VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.	
ss.	
On, before me,, notary public, personally appeared Lawrence M. Blatt who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.	
certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	
WITNESS my hand and official seal. Notary Signature	
B. THOMPSON Notary Public - California San Mateo County Commission # 2195901 My Comm. Expires May 7, 2021	

PATENT

REEL: 053303 FRAME: 0382

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e)) Application Data Sheet filed previously or concurrently

Docket No.: ALIG.008A Page 8 of 8

Title: S-ANTIGEN TRANSPORT INHIBITING OLIGONUCLEOTIDE POLYMERS AND METHODS

Inventors: Leonid Beigelman, Rajendra Pandey, Vivek Kumar Rajwanshi, David Bernard Smith,
Lawrence M. Blatt, and Jin Hong

Legal Name of Inventor: Jin Hong

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this Zothday of February

Signature:

Signature before a Notary is desirable but not required.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA SS COUNTY OF SAN HO On <u>Alace Andrews</u> before me, <u>\$\frac{1}{2} \text{NOSON} \text{notary public, personally}</u> appeared Jin Hong who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Notary Signature [SEAL] **B. THOMPSON** Notary Public - California San Mateo County Commission # 2195901

My Comm. Expires May 7, 2021

31665524

PATENT REEL: 053303 FRAME: 0383

RECORDED: 07/24/2020

EXHIBIT 2

506170801 07/24/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT6217538

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
SANDRINE VENDEVILLE	07/23/2020	
DAVID BERNARD SMITH	07/14/2020	
LEONID BEIGELMAN	07/14/2020	
VLADIMIR SEREBRYANY	07/09/2020	

RECEIVING PARTY DATA

Name:	ALIGOS THERAPEUTICS, INC.	
Street Address:	1 CORPORATE DRIVE, 2ND FLOOR	
City:	SOUTH SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94080	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16837515

CORRESPONDENCE DATA

Fax Number: (949)760-9502

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.

9497600404 Phone:

Email: efiling@knobbe.com

KNOBBE MARTENS OLSON & BEAR **Correspondent Name:** 2040 MAIN STREET, 14TH FLOOR Address Line 1:

Address Line 4: **IRVINE, CALIFORNIA 92614**

ATTORNEY DOCKET NUMBER:	ALIG.024A
NAME OF SUBMITTER:	KIMBERLY J. MILLER
SIGNATURE:	/Kimberly J. Miller/
DATE SIGNED:	07/24/2020

Total Attachments: 6

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Application Data Sheet filed previously or concurrently

Docket No.: ALIG.024A Page 1 of 6

Title: PYRROLE COMPOUNDS

Inventors: Sandrine Vendeville, David Bernard Smith, Leonid Beigelman, Vladimir Serebryany

Declaration

This Declaration is directed to U.S. or International Application No. 16/837515, filed April 1, 2020 and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

Assignment from inventors

WHEREAS, above-identified inventors (individual(s) hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental designs, or discoveries related to PYRROLE COMPOUNDS (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States (identified above) has been filed or prepared for filing with the United States Patent and Trademark Office (hereinafter the "Application"), and ASSIGNOR desires to assign or confirm assignment of the Work and the Application to the below identified Assignee.

WHEREAS, the other three named inventors, Raymond F. Schinazi, residing at Tucker, Georgia, Franck Amblard, residing at Tucker, Georgia, and Leda Bassit, residing at Smyrna, Georgia, are assigning their rights to Emory University, at 1599 Clifton Road NE, 4th Floor, Mailstop 1599/001/1AZ, Atlanta, GA, 30322;

AND WHEREAS, Aligos Therapeutics, Inc., a Delawere Corporation, having an address at 1 Corporate Drive, 2nd Floor, South San Francisco, CA 94080 (hereinafter the "ASSIGNEE"), desires to acquire or confirm ownership of the entire right, title, and interest in and to the Application and the Work.

NOW, THEREFORE, for good and valuable consideration of which receipt is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto said ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to the Application and the Work, including: all provisional applications relating to the Work and the Application (including but not limited to U.S. Provisional Application No(s). 62/828919, filed April 3, 2019; and 62/932686, filed November 8, 2019 (respectively if plural applications)); all nonprovisional applications claiming priority to aforementioned provisional(s) and/or the Application, including, all divisions, continuations, continuations-in-part, and reissues, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof; and all rights of priority under international Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals, and reissues thereof.

Application Data Sheet filed previously or concurrently

Docket No.: ALIG.024A Page 2 of 6

Title: PYRROLE COMPOUNDS

Inventors: Sandrine Vendeville, David Bernard Smith, Leonid Beigelman, Vladimir Serebryany

ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives, and assigns.

AND ASSIGNOR DOES HEREBY self, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will: communicate to said ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Work; testify in any legal proceeding; assist in the preparation of any other Patent Property relating to the Application and the Work or any improvements made thereto; sign/execute all lawful papers; authorize the filing of, execute, and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications; and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for the Work in all countries.

Application Data Sheet filed previously or con	<i>icurrently</i>	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	*********	
Docket No.: ALIG.024A			Ps	ige 3 of 6
Title: PYRROLE COMPOUNDS				
Inventors: Sandrins Vendeville, David Sernard Smith, Leonid Belgelm	an, Vladi	mir Se	rebryany	
	***************************************	************		en e
	مريقا فأراف فيعتمون	والمعارضة والمعارضة	***************************************	
Legal Name of Inventor: Sandrine Vendeville				
Signature:	Date:	23	(Tally	&2 ₀
Witnessed by:				
Witness Name (printed):	7347	/5		

ALIGOS BELGIUM Bio-locubator I Gaston Geonstean I INI Leuven UK 1702 269 886

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e)) Application Data Sheet filed previously or concurrently				
Docket No.: ALIG.024A	Page 4 of 6			
Title: PYRROLE COMPOUNDS				
Inventors: Sandrine Vendeville, David Bernard Smith, Leonid Beigelman, Vladimir Serebryany				
Legal Name of Inventor: David Bernard Smith IN TESTIMONY WHEREOF, I hereunto set my hand 20 10	d and seal this Hth day of July			
Signature:	General Start			
Signature before a Notary is desirable but not required.				
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.				
STATE OF CALIFORNIA COUNTY OF				
On				
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	laws of the State of California that the foregoing			
WITNESS my hand and official seal.	Notary Signature			

[SEAL]

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e)) Application Data Sheet filed previously or concurrently
Docket No.: ALIG 024A Page 5 of 6
Title: PYRROLE COMPOUNDS
Inventors: Sandrine Vendeville, David Bernard Smith, Leonid Beigelman, Vladimir Serebryany
Legal Name of Inventor: Leonid Beigelman IN TESTIMONY WHEREOF, I hereunto set my hand and seal this Lucy day of July day of July day of July day of July day of July day of
20_24.
Signature: 22
Signature before a Notary is desirable but not required.
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.
STATE OF CALIFORNIA SS. COUNTY OF
On, before me,, notary public, personally appeared Leonid Beigelman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Notary Signature

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e)) Application Data Sheet filed previously or concurrently		
Docket No.: ALIG.024A Page 6 of 6		
Title: PYRROLE COMPOUNDS		
Inventors: Sandrine Vendeville, David Bernard Smith, Leonid Beigelman, Vladimir Serebryany		
Legal Name of Inventor: Vladimir Serebryany		
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this gray of July		
Signature: Signature before a Notary is desirable but not required.		
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.		
STATE OF CALIFORNIA COUNTY OFss.		
On		
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.		
WITNESS my hand and official seal.		
[SEAL]		
32642061		

PATENT REEL: 053304 FRAME: 0423

RECORDED: 07/24/2020

EXHIBIT 3

506198140 08/11/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6244879

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SANDRINE VENDEVILLE	07/23/2020
PIERRE JEAN-MARIE BERNARD RABOISSON	07/18/2020
YANNICK DEBING	07/16/2020

RECEIVING PARTY DATA

Name:	ALIGOS THERAPEUTICS, INC.
Street Address:	1 CORPORATE DRIVE, 2ND FLOOR
City:	SOUTH SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94080

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16849851

CORRESPONDENCE DATA

Fax Number: (949)760-9502

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.

Phone: 9497600404

Email: efiling@knobbe.com

Correspondent Name: KNOBBE MARTENS OLSON & BEAR **Address Line 1:** 2040 MAIN STREET, 14TH FLOOR

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	ALIG.025A
NAME OF SUBMITTER:	KIMBERLY J. MILLER
SIGNATURE:	/Kimberly J. Miller/
DATE SIGNED:	08/11/2020
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 5

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PATENT 506198140 REEL: 053458 FRAME: 0720

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Application Data Sheet filed previously or concurrently

Docket No.: ALIG.025A Page 1 of 5

Title: BICYCLIC AND TRICYCLIC COMPOUNDS

Inventors: Sandrine Vendeville, Pierre Jean-Marie Bernard Raboisson, Yannick Debing

Declaration

This Declaration is directed to U.S. or International Application No. 16/849,851, filed April 15, 2020 and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

Assignment from Inventors

WHEREAS, above-identified inventors (individual(s) hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental designs, or discoveries related to BICYCLIC AND TRICYCLIC COMPOUNDS (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States (identified above) has been filed or prepared for filing with the United States Patent and Trademark Office (hereinafter the "Application"), and ASSIGNOR desires to assign or confirm assignment of the Work and the Application to the below identified Assignee.

AND WHEREAS, **Aligos Therapeutics, Inc.**, with its principal place of business at 1 Corporate Drive, 2nd Floor, South San Francisco, CA 94080 (hereinafter the "ASSIGNEE"), desires to acquire or confirm ownership of the entire right, title, and interest in and to the Application and the Work.

NOW, THEREFORE, for good and valuable consideration of which receipt is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto said ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to the Application and the Work, including: all provisional applications relating to the Work and the Application (including but not limited to U.S. Provisional Application No(s). 62/835301, filed April 17, 2019 (respectively if plural applications)); all nonprovisional applications claiming priority to aforementioned provisional(s) and/or the Application, including, all divisions, continuations, continuations-in-part, and reissues, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals, and reissues thereof.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives, and assigns.

Application Data Sheet filed previously or concurrently

Docket No.: ALIG.025A Page 2 of 5

Title: BICYCLIC AND TRICYCLIC COMPOUNDS

Inventors: Sandrine Vendeville, Pierre Jean-Marie Bernard Raboisson, Yannick Debing

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will: communicate to said ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Work; testify in any legal proceeding; assist in the preparation of any other Patent Property relating to the Application and the Work or any improvements made thereto; sign/execute all lawful papers; authorize the filing of, execute, and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications; and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for the Work in all countries.

COMBINED DECLARATION & ASSIGNMENT (: Application Data Sheet filed previously or concu	
Docket No.: ALIG.025A	Page 3 of 5
Title: BICYCLIC AND TRICYCLIC COMPOUNDS	
Inventors: Sandrine Vendeville, Pierre Jean-Marie Bernard Raboisson,	Yannick Debing
Legal Name of Inventor: Sandrine Vendeville	
Signature: <u>Curloc</u>	Date: 23 (v fg 2020
Witnessed by:	

Witness Name (printed):

ALIGOS BELGIUM Bie-lecubator 3 Gaston Georgiash 1 3001 Leuren BE 9792 969 886

COMBINED DECLARATION & ASSIGNMENT (37 Application Data Sheet filed previously or concurre	
Docket No.; ALIG,025A	Page 4 of 5
Title: BICYCLIC AND TRICYCLIC COMPOUNDS	
Inventors: Sandrine Vendeville, Pierre Jean-Marie Bernard Rabolsson, Yar	inick Debing
	intimation and a second and a second a
	kalan ikulan sangkalandi ina sanakaya sa isti mala Masadi Masadi sa isti sabaja sa isti
Legal Name of Inventor: Pierre Jean-Marie Bernard Rabolsson	
Signature:Da	14 <u>- 12 ^{PR} Jely 20</u> 20
Wilmessed by: <u>Camille To cau wille</u>	desiries de la company de la c
Wilness Name (printed):	

Application Data Sheat filed previously or concurrently

Docket No.: ALIG.025A	Page 5 of 5
Title: BICYCLIC AND TRICYCLIC COMPOUNDS	
Inventors: Sandrine Vendeville, Plarre Jean-Marie Bernard Rabois	son, Yannick Debing
	entra in district district district district de pripari in de després de proposition de la company de la compa
Legal Name of Inventor: Yannick Debing	
Signature:	
Witnessed by:	

Witness Name (printed):

32647529

PATENT REEL: 053458 FRAME: 0726

RECORDED: 08/11/2020

EXHIBIT 4

506213736 08/20/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6260479

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SANDRINE VENDEVILLE	08/18/2020

RECEIVING PARTY DATA

Name:	ALIGOS THERAPEUTICS, INC.	
Street Address:	1 CORPORATE DRIVE, 2ND FLOOR	
City:	SOUTH SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94080	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16885128

CORRESPONDENCE DATA

Fax Number: (949)760-9502

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.

Phone: 9497600404

Email: efiling@knobbe.com

Correspondent Name: KNOBBE MARTENS OLSON & BEAR **Address Line 1:** 2040 MAIN STREET, 14TH FLOOR

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	ALIG.026A	
NAME OF SUBMITTER: KIMBERLY J. MILLER		
SIGNATURE: /Kimberly J. Miller/		
DATE SIGNED:	08/20/2020	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 3

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PATENT 506213736 REEL: 053554 FRAME: 0436

Application Data Sheet filed previously or concurrently

Docket No.: ALIG.026A Page 1 of 3

Title: TRICYCLIC COMPOUNDS Inventors: Sandrine Vendeville

Declaration

This Declaration is directed to U.S. or International Application No. 16/885128, filed May 27, 2020 and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

Assignment from Inventors

WHEREAS, above-identified inventors (individual(s) hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental designs, or discoveries related to TRICYCLIC COMPOUNDS (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States (identified above) has been filed or prepared for filing with the United States Patent and Trademark Office (hereinafter the "Application"), and ASSIGNOR desires to assign or confirm assignment of the Work and the Application to the below identified Assignee.

AND WHEREAS, Aligos Therapeutics, Inc., with its principal place of business at 1 Corporate Drive, 2nd Floor, South San Francisco, CA 94080 (hereinafter the "ASSIGNEE"), desires to acquire or confirm ownership of the entire right, title, and interest in and to the Application and the Work.

NOW, THEREFORE, for good and valuable consideration of which receipt is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto said ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to the Application and the Work, including: all provisional applications relating to the Work and the Application (including but not limited to U.S. Provisional Application No(s). 62/854597, filed May 30, 2019 (respectively if plural applications)); all nonprovisional applications claiming priority to aforementioned provisional(s) and/or the Application, including, all divisions, continuations, continuations-in-part, and reissues, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof; and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals, and reissues thereof.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives, and assigns.

Application Data Sheet filed previously or concurrently

Docket No.: ALIG.026A Page 2 of 3

Title: TRICYCLIC COMPOUNDS **Inventors:** Sandrine Vendeville

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will: communicate to said ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Work; testify in any legal proceeding; assist in the preparation of any other Patent Property relating to the Application and the Work or any improvements made thereto; sign/execute all lawful papers; authorize the filing of, execute, and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications; and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for the Work in all countries.

	ON & ASSIGNMENT (37 CFR 1.63(e)) neet filed previously or concurrently
Docket No.: ALIG.026A	Page 3 of 3
Title: TRICYCLIC COMPOUNDS	
Inventors: Sandrine Vendeville	
Legal Name of Inventor: Sandrine Vendevil Signature: Witnessed by: Witness Name (printed):	Date: 18 Avgust 20,

32957652

PATENT REEL: 053554 FRAME: 0439

RECORDED: 08/20/2020

EXHIBIT 5

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6251323

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
LEONID BIEGELMAN	08/12/2020
RAJENDRA K. PANDEY	08/10/2020
VIVEK KUMAR RAJWANSHI	08/10/2020
DAVID BERNARD SMITH	08/10/2020
JIN HONG	08/10/2020

RECEIVING PARTY DATA

Name:	ALIGOS THERAPEUTICS, INC.	
Street Address:	1 CORPORATE DRIVE, 2ND FLOOR	
City:	SOUTH SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94080	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16887063

CORRESPONDENCE DATA

Fax Number: (202)672-5399

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.

Phone: (202) 672-5300

Email: kstrawderman@foley.com, ipdocketing@foley.com

Correspondent Name: KRISTEL SCHORR
Address Line 1: FOLEY & LARDNER LLP

Address Line 2: 3000 K STREET N.W., SUITE 600
Address Line 4: WASHINGTON, D.C. 20007-5109

ATTORNEY DOCKET NUMBER:	122400-0132	
NAME OF SUBMITTER:	KRISTEL SCHORR	
SIGNATURE:	/Kristel Schorr/	
DATE SIGNED:	08/14/2020	

Total Attachments: 7

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source=122400-0132 Assignment#page6.tif	
source=122400-0132 Assignment#page7.tif	

ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Aligos Therapeutics, Inc.
1 Corporate Drive, 2nd Floor
South San Francisco, California 94080

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

MODIFIED GAPMER OLIGONUCLEOTIDES AND METHODS OF USE

as set forth in:

[X] U.S. Application No. <u>16/887,063</u> Filed <u>5/29/2020</u> [X] International Application No. PCT/US2020/035212 Filed <u>5/29/2020</u>

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications 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 ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

Page 1 of 7

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner LLP the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner LLP do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this <u>Latti</u> day of <u>Au</u>	10U9T , 20 DE
	LEONID BEIGELMAN
	eting this certificate verifies only the identity of the individual who signed is attached, and not the truthfulness, accuracy, or validity of that
State of) County of)	
On, b	efore me, Here insert Name and Title of the Officer (Notary Public)
who proved to me on the basis o to the within instrument and acknowledge capacity(ies), and that by his/her/their sig which the person(s) acted, executed the ir	of Signer(s) f satisfactory evidence to be the person(s) whose name(s) is/are subscribed ed to me that he/she/their executed the same in his/her/their authorized nature(s) on the instrument the person(s), or the entity upon behalf of
WITNESS my hand and official seal.	
Signature Signature of Notary Public	
Place Notary Seal Above	

Executed this 10 de	ay of Atlal	što 20
	J	Alla.
		RAJENDRA K. PANDIJY

		ertificate verifies only the identity of the individual who signed, and not the truthfulness, accuracy, or validity of that
State of)	
State of County of		
On	, before me, _	Here insert Name and Title of the Officer (Notary Public)
personally appeared §	AJENUKA K. FAN Name(s) of Signer(
to the within instrument and acl	mowledged to me the r/their signature(s) or	ry evidence to be the person(s) whose name(s) is/are subscribed at he/she/their executed the same in his/her/their authorized in the instrument the person(s), or the entity upon behalf of
I certify under PENAL paragraph is true and correct.	TY OF PERJURY u	inder the laws of the State of California that the foregoing
WITNESS my hand and officia	l seal.	
Signature		
Signature of Notary F	'ublic	
Place Notary Seal Above		

Page 4 of 7

4829-4531-6286.1

Executed this 10	day of	_20.20 // // // // // // // // // // // // //
		VIVEK KUMAR RAJWANSHI
A notary public or other off the document, to which this document.	licer completing this ce certificate is attached,	ertificate verifies only the identity of the individual who signed, and not the truthfulness, accuracy, or validity of that
State of)	
On	. before me, _	Here insert Name and Title of the Officer (Notary Public)
Date		Here insert Name and Title of the Officer (Notary Public)
personally appeared	VIVEK KUMAR RAJ Name(s) of Signer(s	
to the within instrument and ac	cknowledged to me tha er/their signature(s) on	ry evidence to be the person(s) whose name(s) is/are subscribed at he/she/their executed the same in his/her/their authorized in the instrument the person(s), or the entity upon behalf of
I certify under PENA paragraph is true and correct.	LTY OF PERJURY or	nder the laws of the State of California that the foregoing
WITNESS my hand and offici	af seal.	
Signature Signature of Notary	Public	
# 1		
Place Notary Seal Above		

Atty. Dkt. No. 12	22400-0132
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Dolland Swill
DAVID BERNARD SMITH
ting this certificate verifies only the identity of the individual who signed s attached, and not the truthfulness, accuracy, or validity of that
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fore me, Here insert Name and Title of the Officer (Notary Public)
RNARD SMITH of Signer(s)
satisfactory evidence to be the person(s) whose name(s) is/are subscribed it to me that he/she/their executed the same in his/her/their authorized ature(s) on the instrument the person(s), or the entity upon behalf of strument.
RJURY under the laws of the State of California that the foregoing

A notary public or other officer completing this certificate verifies only the identity of the individual who signed
A notary public or other officer completing this certificate verifies only the identity of the individual who signed
A notary public or other officer completing this certificate verifies only the identity of the individual who signed
the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of
On, before me,
personally appeared <u>JIN HONG</u> Name(s) of Signer(s)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that be/she/their executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature Signature of Notary Public

Page 7 of 7

4829-4531-6286.1

Place Notary Scal Above

RECORDED: 08/14/2020

EXHIBIT 6

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6318645

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
LEONID BEIGELMAN	09/23/2020
RAJENDRA PANDEY	09/23/2020
VIVEK KUMAR RAJWANSHI	09/23/2020
DAVID BERNARD SMITH	09/23/2020
LAWRENCE M. BLATT	09/25/2020
JIN HONG	09/24/2020

RECEIVING PARTY DATA

Name:	ALIGOS THERAPEUTICS, INC.	
Street Address:	1 CORPORATE DRIVE, 2ND FLOOR	
City:	SOUTH SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94080	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	17018822

CORRESPONDENCE DATA

Fax Number: (949)760-9502

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.

Phone: 9497600404

Email: efiling@knobbe.com

KNOBBE MARTENS OLSON & BEAR **Correspondent Name:** 2040 MAIN STREET, 14TH FLOOR Address Line 1:

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	ALIG.008P1
NAME OF SUBMITTER:	KIMBERLY J. MILLER
SIGNATURE:	/Kimberly J. Miller/
DATE SIGNED:	09/25/2020

Total Attachments: 8

PATENT REEL: 053885 FRAME: 0824

506271898

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Application Data Sheet filed previously or concurrently

Docket No.: ALIG.008P1 Page 1 of 8

Title: S-ANTIGEN TRANSPORT INHIBITING OLIGONUCLEOTIDE POLYMERS AND METHODS

Inventors: Leonid Beigelman, Rajendra Pandey, Vivek Kumar Rajwanshi, David Bernard Smith,

Lawrence M. Blatt, Jin Hong

Declaration

This Declaration is directed to U.S. or International Application No. 17/018822, filed September 11, 2020 and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the above-identified application; including the claims, as amended by any amendment.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

Assignment from Inventors

WHEREAS, above-identified inventors (individual(s) hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental designs, or discoveries related to S-ANTIGEN TRANSPORT INHIBITING OLIGONUCLEOTIDE POLYMERS AND METHODS (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States (identified above) has been filed or prepared for filing with the United States Patent and Trademark Office (hereinafter the "Application"), and ASSIGNOR desires to assign or confirm assignment of the Work and the Application to the below identified Assignee.

AND WHEREAS, **Aligos Therapeutics, Inc.**, with its principal place of business at 1 Corporate Drive, 2nd Floor, South San Francisco, CA 94080 (hereinafter the "ASSIGNEE"), desires to acquire or confirm ownership of the entire right, title, and interest in and to the Application and the Work.

NOW, THEREFORE, for good and valuable consideration of which receipt is hereby acknowledged. ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto said ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to the Application and the Work, including: all provisional applications relating to the Work and the Application (including but not limited to U.S. Provisional Application Nos. 62/907845 filed September 30, 2019, 62/855323 filed May 31, 2019, and 62/757632 filed November 8, 2018); all nonprovisional applications claiming priority to aforementioned provisionals and/or the Application, including, all divisions, continuations, continuations-in-part, and reissues, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof; and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals, and reissues thereof.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives, and assigns.

Application Data Sheet filed previously or concurrently

Docket No.: ALIG.008P1 Page 2 of 8

Title: S-ANTIGEN TRANSPORT INHIBITING OLIGONUCLEOTIDE POLYMERS AND METHODS

Inventors: Leonid Beigelman, Rajendra Pandey, Vivek Kumar Rajwanshi, David Bernard Smith,

Lawrence M. Blatt, Jin Hong

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will: communicate to said ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Work; testify in any legal proceeding; assist in the preparation of any other Patent Property relating to the Application and the Work or any improvements made thereto; sign/execute all lawful papers; authorize the filing of, execute, and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications; and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for the Work in all countries.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e)) Application Data Sheet filed previously or concurrently		
Docket No.: ALIG 008P1 Page 3 of 8		
Title: S-ANTIGEN TRANSPORT INHIBITING OLIGONUCLEOTIDE POLYMERS AND METHODS		
Inventors: Leonid Beigelman, Rajendra Pandey, Vivek Kumar Rajwanshi, David Bernard Smith, Lawrence M. Blatt, Jin Hong		
Legal Name of Inventor: Leonid Beigelman IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 23 day of September. Signature:		
Signature before a Notary is desirable but not required.		
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.		
COUNTY OF		
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.		
WiTNESS my hand and official seal. Notary Signature		

COMBINED DECLARATION & ASSIGNM Application Data Sheet filed previously		
Docket No.: ALIG.008P1	Page 4 of 8	
Title: S-ANTIGEN TRANSPORT INHIBITING OLIGONUCLEOTIDE POLYMERS AND METHODS		
Inventors: Leonid Beigelman, Rajendra Pandey, Vivek Kumar F Lawrence M. Blatt, Jin Hong	tajwanshi, David Bernard Smith,	
Legal Name of Inventor: Rajendra Pandey		
IN TESTIMONY WHEREOF, I hereunto set my hand and seal	this <u>23 day of Septembe</u>	
20_20	0	
Signature: Kulu	Lif.	
Signature before a Notai	y is desirable but not required.	
A NOTARY PUBLIC OR OTHER OFFICER COMPL VERIFIES ONLY THE IDENTITY OF THE INDIVID DOCUMENT TO WHICH THIS CERTIFICATE IS A TRUTHFULNESS, ACCURACY, OR VALIDITY	DUAL WHO SIGNED THE TTACHED, AND NOT THE	
STATE OF CALIFORNIA COUNTY OF		
On, before me,	knowledged to me that he/she/they nat by his/her/their signature(s) on the erson(s) acted, executed the instrument.	
I certify under PENALTY OF PERJURY under the laws of the State paragraph is true and correct.	te of California that the foregoing	
WITNESS my hand and official seal.		
Notary Sign	nature	

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e)) Application Data Sheet filed previously or concurrently
Docket No.: ALIG.008P1 Page 5 of 8
Title: S-ANTIGEN TRANSPORT INHIBITING OLIGONUCLEOTIDE POLYMERS AND METHODS
Inventors: Leonid Beigelman, Rajendra Pandey, Vivek Kumar Rajwanshi, David Bernard Smith, Lawrence M. Blatt, Jin Hong
Legal Name of Inventor: Vivek Kumar Rajwanshi
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 23 day of 54/200 bev
Signature before a Notary is desirable but not required.
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.
STATE OF CALIFORNIA State of California
On, before me,, notary public, personally appeared Vivek Kumar Rajwanshi who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. Notary Signature

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e)) Application Data Sheet filed previously or concurrently
Docket No.: ALIG.008P1 Page 6 of 8
TINIE: S-ANTIGEN TRANSPORT INHIBITING OLIGONUCLEOTIDE POLYMERS AND METHODS
Inventors: Leonid Beigelman, Rajendra Pandey, Vivek Kumar Rajwanshi, David Bernard Smith, Lawrence M. Blatt, Jin Hong
Legal Name of Inventor: David Bernard Smith IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 23 day of September 2022. Signature:
Signature before a Notary is desirable but not required.
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.
STATE OF CALIFORNIA ss.
COUNTY OF
, · · · · · · · · · · · · · · · · · · ·
On
On, before me

Application Data Sheet filed previously or concurrently
Docket No.: ALIG.008P1 Page 7 of 8
Title: S-ANTIGEN TRANSPORT INHIBITING OLIGONUCLEOTIDE POLYMERS AND METHODS
Inventors: Leonid Beigelman, Rajendra Pandey, Vivek Kumar Rajwanshi, David Bernard Smith, Lawrence M. Blatt, Jin Hong
Legal Name of Inventor: Lawrence M. Blatt
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 25th ay of System 2020. Signature: Z Z Z
Signature before a Notary is desirable but not required.
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.
STATE OF CALIFORNIA COUNTY OF
On, before me,
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. Notary Signature

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e)) Application Data Sheet filed previously or concurrently

Docket No.: ALIG.008P1	Page 8 of 8
Title: S-ANTIGEN TRANSPORT INHIBI	TING OLIGONUCLECTIDE POLYMERS AND METHODS
Inventors: Leonid Beigelman, Rajendra Lawrence M. Blatt, Jin Hong	Pandey, Vivek Kumar Rajwanshi, David Bernard Smith,
Legal Name of Inventor: Jin Hong	
IN TESTIMONY WHEREOF, I hereunto 20,20.	set my hand and seal this <u>24th</u> day of <u>Septembe</u>)
Signature:	and the state of t
	ignature before a Notary is desirable but not required.
VERIFIES ONLY THE ID: DOCUMENT TO WHICH T	THER OFFICER COMPLETING THIS CERTIFICATE ENTITY OF THE INDIVIDUAL WHO SIGNED THE HIS CERTIFICATE IS ATTACHED, AND NOT THE EURACY, OR VALIDITY OF THAT DOCUMENT.
STATE OF CALIFORNIA	
COUNTY OF ss.	
name(s) is/are subscribed to the within in the same in his/her/their authorized caps	notary public, personally the basis of satisfactory evidence to be the person(s) whose astrument, and acknowledged to me that he/she/they executed wity(ies), and that by his/her/their signature(s) on the instrument of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY in paragraph is true and correct.	under the laws of the State of Californía that the foregoing
WITNESS my hand and official seal.	
[SEAL]	Notary Signature

33538684

PATENT REEL: 053885 FRAME: 0833

RECORDED: 09/25/2020

EXHIBIT 7

507156421 03/02/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7203265

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SANDRINE VENDEVILLE	08/18/2020

RECEIVING PARTY DATA

Name:	ALIGOS THERAPEUTICS, INC.
Street Address:	1 CORPORATE DRIVE, 2ND FLOOR
City:	SOUTH SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94080

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	17446651

CORRESPONDENCE DATA

Fax Number: (949)760-9502

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.

Phone: 19497600404
Email: efiling@knobbe.com

Correspondent Name: KNOBBE MARTENS OLSON & BEAR Address Line 1: 2040 MAIN STREET, 14TH FLOOR

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	ALIG.026C1
NAME OF SUBMITTER:	KIMBERLY J. MILLER
SIGNATURE:	/Kimberly J. Miller/
DATE SIGNED:	03/02/2022

Total Attachments: 3

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PATENT 507156421 REEL: 059148 FRAME: 0312

Application Date Sheet filed previously or concurrently

Docket No.: ALIG.026A Page 1 of 3

Title: TRICYCLIC COMPOUNDS Inventors: Sandrine Vendeville

Declaration

This Declaration is directed to U.S. or International Application No. 16/885128, filed May 27, 2020 and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

Assignment from Inventors

WHEREAS, above-identified inventors (individual(s) hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental designs, or discoveries related to TRICYCLIC COMPOUNDS (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States (identified above) has been filed or prepared for filing with the United States Patent and Trademark Office (hereinafter the "Application"), and ASSIGNOR desires to assign or confirm assignment of the Work and the Application to the below identified Assignee.

AND WHEREAS, Aligos Therapeutics, Inc., with its principal place of business at 1 Corporate Drive, 2nd Floor, South San Francisco, CA 94080 (hereinafter the "ASSIGNEE"), desires to acquire or confirm ownership of the entire right, title, and interest in and to the Application and the Work.

NOW, THEREFORE, for good and valuable consideration of which receipt is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto said ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to the Application and the Work, including: all provisional applications relating to the Work and the Application (including but not limited to U.S. Provisional Application No(s). 62/854597, filed May 30, 2019 (respectively if plural applications)); all nonprovisional applications claiming priority to aforementioned provisional(s) and/or the Application, including, all divisions, continuations, continuations-in-part, and reissues, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof; and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals, and reissues thereof.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives, and assigns.

Application Data Sheet filed previously or concurrently

Docket No.: ALIG.026A Page 2 of 3

Title: TRICYCLIC COMPOUNDS **Inventors:** Sandrine Vendeville

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will: communicate to said ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Work; testify in any legal proceeding; assist in the preparation of any other Patent Property relating to the Application and the Work or any improvements made thereto; sign/execute all lawful papers; authorize the filing of, execute, and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications; and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for the Work in all countries.

Docket No.: ALIG.02	6A		Page 3 of 3
Title: TRICYCLIC CO	OMPOUNDS		
Inventors: Sandrine	Vendeville		
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egal Name of Inver	ntor: Sandrine Vendeville		
egal Name of Inver	ntor: Sandrine Vendeville	Date:{\sum_{i}}	Avaust:
	ntor: Sandrine Vendeville Witnessed by:	Date:	Avgust:

32967652

PATENT REEL: 059148 FRAME: 0315

RECORDED: 03/02/2022