

PATENT ASSIGNMENT COVER SHEET

Assignment ID: 1628341

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/15/2025
CONVEYING PARTY DATA	
Name	Execution Date
Shanghai Miracogen Inc	10/15/2025
RECEIVING PARTY DATA	
Name:	Lepu Biopharma Co., Ltd.
Street Address:	Room C280, Building 1, No. 1628, Suzhao Road
Internal Address:	Minhang District
City:	Shanghai
State/Country:	CHINA
Postal Code:	201114
PROPERTY NUMBERS Total:1	
Property Type	Number
Patent Number:	10792370
CORRESPONDENCE DATA	
Phone:	6508152600
Email:	svipdocketing@sheppard.com,rlau@sheppard.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Alex Y. Nie
Address Line 1:	Sheppard Mullin Richter & Hampton LLP
Address Line 2:	650 Town Center Drive, 10th Floor
Address Line 4:	Costa Mesa , CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	67JG-405579-US
NAME OF SUBMITTER:	Renee Lau

Signature:	/Renee Lau/
Date:	02/24/2026
TOTAL ATTACHMENTS: 1 source= Executed Absorption Merger Agreement_Final.pdf	

吸收合并协议

本吸收合并协议（以下简称“本协议”）由以下各方于 2025 年 10 月 15 日在上海签署：

甲方：乐普生物科技股份有限公司

法定代表人：蒲忠杰

住所：上海市闵行区苏召路 1628 号 1 幢 C280 室

乙方：上海美雅珂生物技术有限责任公司

法定代表人：隋滋野

住所：中国（上海）自由贸易试验区张江路 1238 弄 2 号 3 层 E、F、G、H 座

由于乐普生物科技股份有限公司（以下简称“乐普生物”、“甲方”）拟吸收合并全资子公司上海美雅珂生物技术有限责任公司（以下简称“美雅珂”、“乙方”）。合并双方根据《中华人民共和国公司法》等有关法律规定，本着平等、自愿、诚实信用的原则，就公司合并事宜，协商一致，签订本协议，以资信守。

一、 合并方式

甲方采用吸收合并方式合并乙方；合并完成后，乙方注销。

二、 合并前后公司概况

1. 吸收合并前乐普生物注册资本 **保密** 元，美雅珂注册资本 **保密** 元；
2. 吸收合并之后，被合并方美雅珂注销无注册资本，合并方乐普生物存续注册资本不变。

三、 具体划分方案

1. 本次合并的基准日为 2025 年 8 月 31 日。
2. 基准日资产、负债、人员、业务、权益等由乐普生物承继。

四、 合并交割

吸收合并完成后，乙方应及时办理企业注销相关手续，本次吸收合并交割以上述手续办理完毕为标志。

五、 法律适用于与管辖

本协议的签署、有效性、解释、履行、执行及争议解决，均适用中华人民共和国法律并受其管辖。

六、 争议解决

双方如就本协议的解释或履行发生争议时，首先应努力通过友好协商解决。如果在六十日内各方经协商对争议仍然无法达成一致意见，任何一方均有权向甲方所在地有管辖权的法院提起诉讼。

七、 其他

1. 本协议自双方签字盖章之日起生效。
2. 本协议未尽事宜双方另行签署补充协议。补充协议与本协议内容不一致的，以补充协议为准。
3. 本协议一式肆份，双方各执壹份，贰份备档，各份具有同等法律效力。

(以下无正文)

(本页无正文，为《吸收合并协议》签章页)

甲方（盖章）：乐普生物科技股份有限公司

法定代表人或授权代表（签字）：



乙方（盖章）：上海美雅珂生物技术有限责任公司

法定代表人或授权代表（签字）：



2025.10.15

准予注销登记通知书

沪市监登记内销字[2026]第 41000001202601260007号

上海美雅珂生物技术有限责任公司：

经审查，因合并分立而提交的上海美雅珂生物技术有限责任公司注销登记申请，申请材料齐全，符合法定形式，我局决定准予注销登记。

2026年02月02日



Absorption Merger Agreement

This Absorption Merger Agreement (hereinafter referred to as the "Agreement") is executed by the following parties in Shanghai on October 15, 2025:

Party A: Lepu Biopharma Co., Ltd.

Legal Representative: Pu Zhongjie

Address: Room C280, Building 1, No. 1628, Suzhao Road, Minhang District, Shanghai

Party B: Shanghai Miracogen Inc

Legal Representative: Sui Ziyue

Address: Units E, F, G, H, 3F, No. 2, Lane 1238, Zhangjiang Road, China (Shanghai) Pilot Free Trade Zone

Lepu Biopharma Co., Ltd. (hereinafter referred to as "Lepu Biopharma" or "Party A") intends to absorb and merge its wholly-owned subsidiary Shanghai Miracogen Inc (hereinafter referred to as 'MIRACOGEN' or "Party B"), the merging parties, in accordance with the relevant provisions of the *Company Law of the People's Republic of China* and other applicable laws, and based on the principles of equality, voluntariness, and good faith, have reached a consensus on the company merger and hereby enter into this Agreement to be mutually abided by.

I. Merger Method

Party A shall merge with Party B by way of absorption. Upon completion of the merger, Party B shall be dissolved.

II. Company Overview Before and After Merger

1. Prior to the absorption merger, Lepu Biopharma's registered capital is _____ yuan, and MIRACOGEN's registered capital is _____ yuan.
2. After the absorption merger, the merged entity MIRACOGEN shall be dissolved with no registered capital remaining. The surviving entity Lepu Biopharma shall retain its existing registered capital unchanged.

III. Specific Division Plan

1. The base date for this merger shall be August 31, 2025.
2. Lepu Biopharma shall assume all assets, liabilities, personnel, business operations, and equity interests as of the base date.

IV. Merger Closing

Upon completion of the absorption merger, Party B shall promptly process all procedures for enterprise deregistration. The closing of this absorption merger shall be marked by the completion of the aforementioned procedures.

V. Governing Law and Jurisdiction

The execution, validity, interpretation, performance, enforcement, and dispute resolution of this Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China.

VI. Dispute Resolution

Should any dispute arise between the Parties regarding the interpretation or performance of this Agreement, the Parties shall first endeavor to resolve it through friendly consultation. If no agreement is reached within sixty (60) days of consultation, either Party may initiate litigation with the competent court in the jurisdiction where Party A is located.

VII. Miscellaneous

1. This Agreement shall take effect upon the date of signing and sealing by both Parties.
2. Any matters not covered herein shall be addressed in a separate supplementary agreement. In case of inconsistency between the supplementary agreement and this Agreement, the supplementary agreement shall prevail.
3. This Agreement is executed in quadruplicate, with each Party holding one copy and two copies kept on file. All copies shall have equal legal effect.

(No text below)

(This page is intentionally left blank as the signature page for the *Absorption Merger Agreement*)

Party A (Seal): Lepu Biopharma Co., Ltd.

Lepu Biopharma Co., Ltd. (Seal)

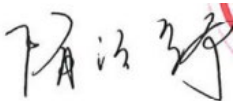
Legal Representative or Authorized Representative (Signature):



Party B (Seal): Shanghai Miracogen Inc

Shanghai Miracogen Inc (Seal)

Legal Representative or Authorized Representative (Signature):



Notice of Approval for Deregistration

Shanghai Municipal Market Supervision Bureau Registration for Domestic Sales
[2026] No. 41000001202601260007

Shanghai Miracogen Inc

Upon review, the application for deregistration of Shanghai Miracogen Inc, submitted due to merger and division, has been found to be complete and in compliance with statutory requirements. This Bureau hereby approves the deregistration.

February 2, 2026



Special Seal for Enterprise Registration of the China (Shanghai) Pilot Free Trade
Zone Administration for Market Regulation (Seal)



TRANSLATOR'S CERTIFICATE OF TRANSLATION

Questel-Orbit, Incorporated
2331 Mill Road, Suite 600
Alexandria, VA 22314, U.S.A.
www.questel.com

Questel Project Number: SHMU2610002UT-L
Date: 24 February, 2026

To whom it may concern:

I, Chris Yien, a translator fluent in the Simplified Chinese and English languages, on behalf of Questel, do solemnly and sincerely declare that the following is, to the best of my knowledge and belief, a true and correct translation of the document(s) listed below in a form that best reflects the intention and meaning of the original text.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true. I further declare that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

Original Document Identifier: 吸收合并协议 2025-10-15_已标记密文.pdf ; 准予注销登记通知书.pdf

Translated Document Identifier: 准予注销登记通知书_en-US.docx ; 准予注销登记通知书_en-US.pdf ; 吸收合并协议 2025-10-15_已标记密文_en-US.docx ; 吸收合并协议 2025-10-15_已标记密文_en-US.pdf

Signed this 24th day of February 2026

Signature

CHRIS YIEN

Name