

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

GRITSTONE BIO, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 24-12305 (KBO)

Ref. Docket No. 325

**OBJECTION AND RESERVATION OF RIGHTS OF GENEVANT  
TO NOTICE OF DESIGNATION OF CONTRACTS FOR  
ASSUMPTION AND ASSIGNMENT PURSUANT TO  
ASSET PURCHASE AGREEMENT WITH SEATTLE PROJECT CORP.**

Genevant Sciences GmbH, Genevant Sciences Corporation, and Genevant Sciences, Inc. (collectively, “Genevant”), by and through its undersigned counsel, hereby submits this limited objection and reservation of rights (this “Objection”) to the *Notice of Designation of Contracts for Assumption and Assignment Pursuant to Asset Purchase Agreement with Seattle Project Corp.* [Docket No. 325] (the “Contract Notice”) filed by Gritstone Bio, Inc., the debtor and debtor in possession in the above-captioned chapter 11 case (“Gritstone” or the “Debtor”). In support of this Objection, Genevant respectfully states as follows:

**BACKGROUND**

**A. General Background**

1. On October 10, 2024 (the “Petition Date”) the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

2. On October 23, 2024, the Debtor filed that certain *Motion for (I) an Order (A) Approving Bid Procedures for the Sale of the Debtor’s Assets; (B) Approving Certain Bid*

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<sup>1</sup> The Debtor’s mailing address is 4698 Willow Road, Pleasanton, CA 94588, and the last four digits of the Debtor’s federal tax identification number is 9534.



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*Protections in Connection with the Debtor's Entry Into Any Potential Stalking Horse Agreements; (C) Scheduling the Auction and Sale Hearing; (D) Approving the Form and Manner of Notice Thereof; and (E) Granting Related Relief; and (II) an Order or Orders (A) Approving the Sale of the Debtor's Assets Free and Clear of all Encumbrances; and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases* [Docket No. 67] (the "Bidding Procedures Motion"). The Bidding Procedures Motion requested approval of procedures and authority to assume and assign certain executory contracts. However, such relief was not specific to the Genevant Agreements (defined below). The Bidding Procedures Motion contains no discussion of (i) the Genevant Agreements, (ii) the nuances related to assumption and assignment of the Genevant Agreements or similar agreements where counter-party consent is required for assumption and assignment, or (iii) whether adequate assurance of future performance is available from Seattle Project Corp.

3. On November 14, 2024, this Court entered an order [Docket No. 181] (the "Bid Procedures Order")<sup>2</sup> authorizing the Debtor to establish procedures related to, among other things, the assumption and assignment, or transfer, of executory contracts and unexpired leases in connection with a sale or sales of the Debtor's assets.

4. In accordance with the Bid Procedures Order, on November 14, 2024, the Debtor filed the *Notice of Potential Assumption, Assumption and Assignment, or Transfer of Executory Contracts and Unexpired Leases* [Docket No. 186], which listed certain agreements with Genevant (the "Genevant Agreements") that the Debtor believes may be assumed and/or assigned or transferred in connection with the Debtor's asset sale:

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<sup>2</sup> Capitalized terms used but otherwise not defined herein shall have the meanings ascribed to such terms in the Bid Procedures Order.

<b>Contract Counterparty</b>	<b>Contract/Lease Title</b>	<b>Agreement Date</b>	<b>Proposed Cure</b>
Genevant Sciences Corporation	(3-party NDA with Genevant and Merck Cie)) - Amendment - Jul 28, 2023	7/28/2023	\$0.00
Genevant Sciences GmbH	Genevant Sciences GmbH - License Agreement - Aug 10, 2023 - Amendment - Aug 09, 2024 <sup>3</sup>	8/9/2024	\$0.00
Genevant Sciences GmbH	Genevant Sciences GmbH - SOW - Jul 15, 2024 <sup>4</sup>	7/15/2024	\$0.00
Genevant Sciences GmbH	Genevant Sciences GmbH - License Agreement - Aug 10, 2023	8/10/2023	\$0.00
Genevant Sciences GmbH	Genevant Sciences GmbH - License Agreement - Oct 20, 2020	1/29/2021 <sup>5</sup>	\$0.00
Genevant Sciences GmbH	Genevant Sciences GmbH - License Agreement - Oct 21[sic], 2020	10/21[sic]/2020 <sup>6</sup>	\$0.00
Genevant Sciences GmbH	Genevant Sciences GmbH - License Agreement - Oct 21[sic], 2020 - Amendment - Aug 14, 2023 <sup>7</sup>	8/14/2023	\$0.00
Genevant Sciences GmbH c/o Genevant Sciences Corporation	Genevant Sciences GmbH c/o Genevant Sciences Corporation - Other - March 15, 2022 (Gritstone bio and)	3/15/2022	\$0.00

<sup>3</sup> Genevant understands this to be referring to Amendment No. 1 to the referenced agreement.

<sup>4</sup> Genevant understands that to be referring to the R&D Support Plan contemplated by, and added by amendment to, the January 15, 2021 agreement.

<sup>5</sup> Genevant understands this to be referring to Amendment No. 1 to the referenced agreement. There is also an Amendment No. 1 to the January 15, 2021 agreement, effective on the same date, that is not listed in the table but should be.

<sup>6</sup> Genevant believes the correct effective date of this agreement is October 20, 2020.

<sup>7</sup> Genevant understands this to be referring to Amendment No. 2 to the referenced agreement.

<b>Contract Counterparty</b>	<b>Contract/Lease Title</b>	<b>Agreement Date</b>	<b>Proposed Cure</b>
Genevant Sciences GmbH	Genevant Sciences, Inc. - License Agreement - Jan 15, 2021	1/15/2021	\$12,155.94
Genevant Sciences, Inc.	Genevant Sciences, Inc. - CDA - Mar 31, 2020	3/31/2020	\$0.00
Genevant Sciences, Inc.	Genevant Sciences, Inc. - CDA - Mar 31, 2020	3/31/2020	\$0.00
Genevant Sciences, Inc.	Genevant Sciences, Inc. - CDA - May 02, 2019	5/2/2019	\$0.00

5. As described below, Genevant is aware of three main intellectual property license agreements between Genevant and Gritstone, which have been amended and supplemented. The above chart appears to have imprecisely or inaccurately identified various amendments. Further, Genevant is unsure what the agreement listed as “Other – March 15, 2022 (Gritstone bio and)” refers to.

6. On December 4, 2024, Genevant filed the *Limited Objection and Reservation of Rights of Genevant to Notice of Potential Assumption, Assumption and Assignment, or Transfer of Executory Contracts and Unexpired Leases* [Docket No. 220] (the “Cure Objection”).

#### **B. The Sale to Seattle Project Corp.**

7. Pursuant to the Bidding Procedures Order, the Debtor held a multi-day Auction between December 9 and December 12, 2024. Following the Auction, on December 13, 2024, the Debtor filed the *Notice of Filing of Successful Bidders and Auction Results for Sale of Assets* [Docket No. 257] (the “Notice of Successful Bidders”). Attached as Exhibit C to the Notice of Successful Bidders was the list of Transferred Contracts pursuant to the Asset Purchase Agreement

between the Debtor and Seattle Project Corp. (“SPC” or the “Buyer”) (the “SPC APA”). The Genevant Agreements were not included as Transferred Contracts.

8. On December 23, 2024, the Court entered the *Order (A) Approving the Sale of Substantially All of the Debtor’s Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (B) Approving Assumption and Assignment of Certain Unexpired Leases and Executory Contracts; and (C) Granting Related Relief* [Docket No. 293] (the “Sale Order”) which approved the SPC APA and authorized the sale of certain of the Debtor’s assets, but not all or substantially all of the Debtor’s business or assets to which any of the Genevant Agreements relates, to SPC (the “Sale”).

9. On December 31, 2024, the Debtor filed the supplemental Contract Notice which designated certain agreements for assumption and assignment to SPC. The Genevant Agreements were included in the Contract Notice.

10. The deadline to assert objections to the Contract Notice was originally set for January 14, 2025, which was extended for Genevant to June 30, 2025, pursuant to that certain *Order (I) Approving Stipulation Regarding the Potential Assumption, Assumption and Assignment, or Transfer of Genevant Agreements and (II) Granting Related Relief* [Docket No. 476].

### **C. The Genevant Intellectual Property and Licenses**

11. Genevant has expertise and intellectual property related to among other things, lipid nanoparticle (“LNP”) formulations for delivery of nucleic acids (such as ribonucleic acid) and methods for manufacturing LNPs (collectively, the “Intellectual Property”).

12. Prior to the Petition Date, Genevant Sciences GmbH (“Genevant GmbH”) entered into various agreements with Gritstone that include a license of Intellectual Property (each, together with any and all amendments thereto, a “License” and together, the “Licenses”).

Specifically, Genevant GmbH and Gritstone are parties to the (a) *Option and License and Development Agreement* dated as of October 20, 2020 (as amended or modified, the “First License”); (b) *Nonexclusive License and Development Agreement* dated as of January 15, 2021 (as amended or modified, the “Nonexclusive COVID License”); and (c) *Option and Nonexclusive License Agreement* dated as of August 10, 2023 (as amended or modified, the “Nonexclusive Infectious Disease License”), each as described in more detail below.<sup>8</sup>

i. *First License*

13. Pursuant to the First License, Genevant GmbH granted Gritstone certain licenses to the Intellectual Property for, and agreed to collaborate in certain respects on, the development of Products in the Field in the Territory, as set forth in more detail and upon the terms and conditions contained in the First License.

14. The First License provides that “[n]either Party shall assign or transfer any of its rights and obligations hereunder without the prior written consent of the other Party, except (a) to a purchaser of all or substantially all of the assets or business of such Party to which this Agreement relates, or to the Successor resulting from any Change of Control...” First License, § 10.4.1. A “Change of Control” is defined as, “with respect to: (a) Gritstone, the occurrence of any of the following... (ii) Gritstone enters into a sale or transfer of all or substantially all of its assets relating to this Agreement...” First License, § 1.1.

ii. *Nonexclusive COVID License*

15. Pursuant to the Nonexclusive COVID License, Genevant GmbH granted Gritstone certain nonexclusive licenses to the Intellectual Property to, among other things, Develop and

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<sup>8</sup> Any description or summary of the provisions of any of the Licenses set forth herein is subject to and otherwise qualified by the applicable License’s actual language in all respects. All capitalized terms used in this section and not defined are as defined in the relevant License.

Commercialize Products for the Field in the Territory upon the terms and conditions set forth in the Nonexclusive COVID License.

16. The Nonexclusive COVID License provides that “[n]either Party shall assign or transfer any of its rights and obligations hereunder without the prior written consent of the other Party, except (a) to a purchaser of all or substantially all of the assets or business of such Party to which this Agreement relates, or to the Successor resulting from any Change of Control...” Nonexclusive COVID License, § 10.4.1. A “Change of Control” is defined as, “with respect to: (a) Gritstone, the occurrence of any of the following...Gritstone enters into a sale or transfer of all or substantially all of its assets relating to this Agreement, other than to a Person that is an Affiliate of Gritstone prior to such transaction or series of transactions.” Nonexclusive COVID License, § 1.1.

*iii. Nonexclusive Infectious Disease License*

17. Pursuant to the Nonexclusive Infectious Disease License, Genevant GmbH granted Gritstone certain options for nonexclusive rights to Intellectual Property to, among other things, Develop and Commercialize Products for the Field in the Territory upon the terms and conditions set forth in the Nonexclusive Infectious Disease License.

18. The Nonexclusive Infectious Disease License provides that “[n]either Party shall assign or transfer any of its rights and obligations hereunder without the prior written consent of the other Party, except: (a) to a purchaser of all or substantially all of the assets or business of such Party to which this Agreement relates, or to the Successor resulting from any Change of Control.” Nonexclusive Infectious Disease License, § 11.4. A “Change of Control” is defined as “with respect to a Party, any of the following, in a single transaction or a series of related transactions: (a) the sale or disposition of all or substantially all of the assets of such Party to which this

Agreement relates to a Third Party (or multiple Third Parties acting in concert).” Nonexclusive Infectious Disease License, § 1.1.

### **OBJECTION**

#### **A. The Debtor Cannot Assume and Assign the Licenses without Genevant’s Consent**

19. As an initial matter, for an executory contract to be assigned to a third party, it must first be assumed by the debtor in possession in accordance with the other requirements of section 365 of the Bankruptcy Code. 11 U.S.C. § 365(f).

20. The Debtor has the burden under Bankruptcy Code section 365(c) to demonstrate that applicable law does not prevent it from assuming or assigning the Licenses without Genevant’s consent.

21. Bankruptcy Code section 365(c) provides, in relevant part:

The trustee may not assume or assign any executory contract ... of the debtor ... if (1)(A) applicable law excuses a party, other than the debtor, to such contract or lease from accepting performance from or rendering performance to an entity other than the debtor ..., whether or not such contract or lease prohibits or restricts assignment of rights or delegation of duties; and (B) such party does not consent to such assumption or assignment.

22. “Section 365(c)(1) limits a debtor in possession’s ability to assume an executory contract based on its ability to assign that executory contract to a third party and makes no reference to whether a debtor or debtor in possession actually intends to assign the executory contract to a third party.” *In re Trump Ent. Resorts, Inc.*, 526 B.R. 116, 122 (Bankr. D. Del. 2015) (citing *In re Catapult Entm’t, Inc.*, 165 F.3d 747, 750 (9th Cir. 1999)). Therefore, “a debtor in possession may not assume an executory contract over the nondebtor’s objection if applicable law would bar assignment to a hypothetical third party . . . .” *Catapult*, 165 F.3d at 750.

23. In the Third Circuit, this is referred to as the “hypothetical test” which provides that if nonbankruptcy law provides that a counterparty would have to consent to assignment of the



contract to a third party, then the debtor cannot assume that contract. *Matter of W. Elecs. Inc.*, 852 F.2d 79, 83 (3d Cir. 1988); *see also In re Sunterra Corp.*, 361 F.3d 257 (4th Cir. 2004) (holding that because the licensor did not consent to assumption of the contract, the trustee was precluded from assumption).

24. The Licenses are inarguably licenses of Genevant’s intellectual property. Bankruptcy courts applying federal law have specifically explained that because intellectual property licenses “create only personal and not property rights in the licensed intellectual property” they are not assignable without consent. *In re Trump Ent. Resorts, Inc.*, 526 B.R. at 126; *see also In re Rupari Holding Corp.*, 573 B.R. 111, 119 (Bankr. D. Del. 2017) (holding that the debtor could not assume and assign a nonexclusive trademark license without the consent of the nondebtor licensor); *In re Access Beyond Techs., Inc.*, 237 B.R. 32, 45 (Bankr. D. Del. 1999) (The “long standing federal rule of law with respect to the assignability of patent license agreements provides that these agreements are personal to the licensee and not assignable unless expressly made so in the agreement. This federal rule in favor of allowing a patent holder to choose who, if anyone, may use the patented invention promotes the important federal policy underlying patent law: to ‘foster and reward invention’ [which] is primarily accomplished by granting a 17 year monopoly for the patent holder to exploit.” (internal citations and quotations omitted); *see also In re Hernandez*, 285 B.R. 435, 440 (Bankr. D. Ariz. 2002) (“[A]pplicable federal patent law would require the consent of the [l]icensor to assign the [l]icense . . . even if the [l]icense is exclusive.”).

25. Further, under the Third Circuit’s hypothetical test, where federal law requires consent of a licensor to transfer an intellectual property license, such license cannot be *assumed* by a debtor without consent of the licensor. *See In re W. Elec. Inc.* 852 F.2d at 83 (holding that the “provision limiting assumption of contracts is applicable to any contract subject to a legal

prohibition against assignment”); *In re Sunterra Corp.*, 361 F.3d at 271 (holding that a debtor was statutorily barred by § 365(c)(1) from assuming a computer software license where contract counterparty did not consent to the assumption).

26. For example, in *Sunterra*, the Fourth Circuit analyzed whether a software license agreement was capable of assumption and assignment to a third party absent the nondebtor counterparty’s consent and explained that, under section 365(c)(1), “two independent events must occur before a Chapter 11 debtor in possession is entitled to assign an executory contract. The debtor in possession must first obtain the nondebtor’s consent to assume the contract, and it must thereafter obtain the nondebtor’s consent to assign the contract.” *Sunterra Corp.*, 361 F.3d at 267.

27. The Debtor has not made any showing that it could either assume or assign the License under applicable nonbankruptcy law absent consent. Therefore, the Debtor must obtain Genevant’s consent before seeking to assume the Licenses, which is a predicate to assignment. The Debtor has not sought or obtained such consent, and for the avoidance of doubt, Genevant does not so consent. Therefore, the Debtor is precluded from assuming and assigning.

#### **B. The Sale to SPC is Not a Permitted Assignment under the Licenses**

28. Moreover, the Licenses generally prohibit nonconsensual assignment, unless very specific criteria are satisfied. There has been no showing that such criteria have been satisfied and, indeed, the requirements are not met. The Licenses contain a limited exception to nonconsensual assignment, generally where there is a sale of all or substantially all of the assets “related to” the applicable agreement. *See* First License, § 10.4.1; Nonexclusive COVID License, § 10.4.1; Nonexclusive Infectious Disease License, § 11.4. As an initial matter, these provisions speak only to assignment – not assumption – and therefore are irrelevant to the issue of the Debtor’s ability to first *assume* the Licenses without Genevant’s consent. *See In re Sunterra Corp.*, 361 F.3d at 271 (analyzing a similar assignment provision and finding that “the Transfer Provision is set forth in

the “Assignment” section of the Agreement, and all other provisions of that section apply, by their terms, exclusively to assignments” *not* to assumptions.).

29. As the clear language of the Licenses state, the limited exception to nonconsensual assignment is only triggered in situations where “a” (i.e., one) buyer purchases substantially all of the Debtor’s assets related to the applicable License. Gritstone has not demonstrated the existence of such a sale and therefore has not carried its burden to demonstrate consent to assignment (leave aside, assumption) exists in the Licenses.

30. Moreover, the Licenses are governed by New York law and applicable case law suggests that to constitute a sale of all or substantially all of a company’s assets, there must essentially be nothing that remains of the seller’s business on account of such sale. For example, in situations where a company’s assets were sold, courts in New York found “substantially all” assets were sold where all that remained of the company was a corporate shell or where the sale had essentially been a liquidation. *See, e.g., New York v. N. Storonske Cooperage Co.*, 174 B.R. 366, 380 (N.D.N.Y. 1994); *Haruvi v. Hungerford*, 2024 N.Y. Misc. LEXIS 154, \*1, \*19 (NY Cty. Sup. Ct. Jan. 16, 2024).

31. Here, it has not been proven that substantially all of the Debtor’s assets related to any of the Licenses (or the Debtor’s business related to any of the Licenses) were sold, but, even if they were, such assets were sold to different buyers. Indeed, Genevant understands that one of the buyers of the Debtor’s assets purchased the Debtor’s machinery and equipment, another buyer bought assets related a specific program, and then SPC bought certain other assets. *See e.g.,* Order at Docket No. 288 (authorizing the sale of, among others, all of Debtor’s machinery, equipment (including, but not limited to, computers, laptops, monitors, and related electronics), and other tangible personal property, which Genevant believes includes technical equipment needed to

perform under the Licenses (i.e., to develop and commercialize products subject to the Licenses), to Hercules Capital Inc.) and Order at Docket No. 286 (approving the selection of Future Solutions Investments, LLC as the successful bidder for certain of the Debtor’s intellectual property, referred to as the “Binder IP”). The Transferred Assets in the SPC APA seem to include Designated Intellectual Property, Permits, Assigned Contracts, books and records, and Samples (each, as defined in the SPC APA). Neither the Debtor nor SPC has carried their burden to demonstrate that SPC purchased the quantity and type of assets necessary to permit nonconsensual assignment under the Licenses. Thus, the limit on assignability clearly applies and the Debtor can neither assume nor assign the Licenses without Genevant’s consent.

**C. SPC Has Not Provided Adequate Assurance of Future Performance**

32. Even if the Court rules that the Licenses may be assumed and assigned (which it should not), then pursuant to Bankruptcy Code section 365(f)(2)(B), SPC has the burden to demonstrate adequate assurance of future performance. As case law recognizes, “adequate assurance of future performance...is not defined in the Bankruptcy Code...however, the Bankruptcy Code adopted the phrase “adequate assurance of future performance” from Uniform Commercial Code § 2–609(1), which provides that “when reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of future performance ....” *In re Fleming Cos., Inc.*, 499 F.3d 300, 305 (3d Cir. 2007) (citing *Cinicola*, 248 F.3d at 120 n. 10 (quoting UCC § 2–609(1))). Moreover, courts have noted that “[a]dequate assurance of future performance’ are not words of art; the legislative history of the [Bankruptcy] Code shows that they were intended to be given a practical, pragmatic construction.” *Id.* (quoting *Cinicola v. Scharffenberger*, 248 F.3d 110, 120 n. 20 (3d Cir. 2001)); *see also In re Res. Tech. Corp.*, 624 F.3d 376, 383 (7th Cir. 2010) (“As used in § 365(f)(2)(B),

‘adequate’ is a term of art and simply means assurances that are commercially reasonable under the particular circumstances of the case”).

33. The focus of whether appropriate adequate assurance has been given for the specific terms of an agreement is on “the importance of the term[s] within the overall bargained-for exchange; that is, whether the term[s] [are] integral to the bargain struck between the parties ([their] materiality) and whether performance of [those] term[s] gives a party the full benefit of his bargain (its economic significance).” *In re Fleming Cos.*, 499 F.3d at 306; *see also In re E-Z Serve Convenience Stores, Inc.*, 289 B.R. 45, 51–52 (Bankr. M.D.N.C. 2003) (holding that right of first refusal is a material and bargained-for element of the lease which is economically significant to nondebtor party to lease); *In re New Breed Realty Enter. Inc.*, 278 B.R. 314, 322–25 (Bankr. E.D.N.Y. 2002) (holding breached “time is of the essence” clause is material aspect of agreement based upon agreement’s unequivocal statement and state law); *In re S. Biotech, Inc.*, 37 B.R. 311, 317 (Bankr. M.D. Fla.1983) (barring assumption of contract by trustee involving sale of plasma from blood collected by inmates where contract required that collection be conducted in accordance with “good and sound medical practice” and trustee could not provide such adequate assurance).

34. Here, SPC has not provided adequate assurance of future performance under the Licenses, and doubt remains as to whether any such adequate assurance could be provided. Indeed, it is highly questionable that SPC has sufficient experience and personnel to utilize the acquired Intellectual Property as contemplated by the Licenses, much less meet the significant diligence obligations required by the Licenses. For example, Gritstone had expertise “developing pharmaceutical products and methods based on the (i) identification and selection of disease-associated antigens to induce T cells or B cells by vaccination, (ii) therapeutic vaccine platforms

including ChAdV (as defined in the Licenses) and SAM (as defined in the Licenses), (iii) research and GMP (as defined in the Licenses) biomanufacturing capabilities and (iv) related technology.” *See, e.g.*, First License, p. 1; Nonexclusive COVID License, p. 1; Nonexclusive Infectious Disease License, p. 1. SPC has provided no evidence of such expertise or the ability to develop the pharmaceutical products that are the subject of the Licenses and for which Gritstone previously had licensed the Intellectual Property.

35. Further, the Licenses were entered into so that Gritstone could, for example, “apply Genevant’s intellectual property to therapies consisting of LNP formulations,” “[c]ommercialize Licensed Products in the Field in the Territory,” and “collaborate [with Genevant] in specified respects on the development of such therapies...” *See* Licenses, p. 1. The focus on whether SPC has provided adequate assurance must therefore be on whether SPC is able to apply the Intellectual Property in the manner specified in the Licenses to assure Genevant receives the full benefit of its bargain in entering into the Licenses. *See* First License, p. 1; Nonexclusive COVID License, p. 1; Nonexclusive Infectious Disease License, p. 1.

36. SPC has provided no evidence of requisite personnel, experience, expertise, equipment, machinery, etc. that demonstrates its ability to continue to perform under the Licenses as Gritstone had previously performed. In fact, it appears that Gritstone’s equipment that would be used to perform under the Licenses was purchased by a different buyer and not SPC. SPC has not provided sufficient evidence of the nature of its business, including with respect to the scope of the licensed Intellectual Property. Moreover, as described above, Genevant understands that SPC did not purchase certain equipment and machinery or hire applicable Gritstone employees that had the know-how to use the Intellectual Property and develop and commercialize products subject to the respective Licenses in the manner set forth in such Licenses. Finally, SPC has

provided no evidence of its independent ability to make the financial commitment required under the Licenses, including a \$1.5 million payment due under one License in mid-August.

37. Therefore, even if this Court were to find that the Licenses are capable of assumption and assignment without Genevant's express consent (which it should not), the Licenses are also not assignable because SPC has not provided sufficient evidence of adequate assurance of future performance under the Licenses.

### **RESERVATION OF RIGHTS**

38. Nothing herein is intended to be, or should be construed as, a waiver by Genevant of any of its rights under its agreements with the Debtor, the Bankruptcy Code, or applicable law. Genevant is engaging in discovery with respect to the relief requested by the Debtor and expressly reserves all such rights, including, without limitation, the right to: (a) supplement and/or amend this Objection and to assert any additional objections with respect to the proposed assumption and assignment of its agreements on any and all grounds; and (b) assert any further objections or amend this Objection as it deems necessary or appropriate.

39. Given the generic nature of the relief requested in the Sale Motion, Genevant must be afforded due process and should not be prejudiced by the odd procedural posture of this matter. Genevant further reserves the right to supplement and/or amend this Objection in response to any arguments asserted by the Debtor or SPC in response to this Objection and raise any additional arguments in response thereto.

**CONCLUSION**

40. For the reasons set forth above, Genevant respectfully requests that the Court deny the Debtor's request to assume and assign the Licenses without Genevant's consent and unless and until the Buyer provides evidence of adequate assurance of future performance. Genevant explicitly reserves all rights it has or may have arising out of or related to the Licenses or the proposed assumption and assignment thereof.

Dated: June 30, 2025  
Wilmington, Delaware

**WILSON SONSINI GOODRICH & ROSATI, P.C.**

/s/ Heather P. Lambert

Erin R. Fay (No. 5268)

Heather P. Lambert (No. 6923)

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*Counsel to Genevant*



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

GRITSTONE BIO, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 24-12305 (KBO)

**CERTIFICATE OF SERVICE**

I, Heather P. Lambert, do hereby certify that on June 30, 2025, I caused a copy of the following document to be served on the parties listed on the service list attached hereto as Exhibit A in the manner indicated:

**Objection and Reservation of Rights of Genevant to Notice of Designation of Contracts for Assumption and Assignment Pursuant to Asset Purchase Agreement with Seattle Project Corp.**

Dated: June 30, 2025

/s/ Heather P. Lambert

Heather P. Lambert (No. 6923)

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<sup>1</sup> The Debtor's mailing address is 4698 Willow Road, Pleasanton, CA 94588, and the last four digits of the Debtor's federal tax identification number is 9534.

**Exhibit A**

**SERVICE LIST**

<b><i>Via Email</i></b> (Counsel to the Debtor) James E. O'Neill John W. Lucas Pachulski Stang Ziehl & Jones LLP Email: joneill@pszjlaw.com; jlucas@pszjlaw.com	<b><i>Via Email</i></b> (Counsel to the DIP Agent) Thomas Patterson Nir Maoz KTBS Law LLP Email: tpatterson@ktbslaw.com; nmaoz@ktbslaw.com
<b><i>Via Email</i></b> (Counsel to the DIP Agent) Michael Nestor Robert F. Poppiti, Jr. Young Conaway Stargatt & Taylor, LLP Email: mnestor@ycst.com; rpoppiti@ycst.com	<b><i>Via Email</i></b> (Counsel to the Committee) Beth M. Brownstein ArentFox Schiff LLP Email: beth.brownstein@afslaw.com
<b><i>Via Email</i></b> Timothy J. Fox, Jr. The Office of the United States Trustee Email: timothy.fox@usdoj.gov	<b><i>Via Email</i></b> (Counsel to Seattle Project Corp.) Christopher Combest John Harris Quarles & Brady LLP Email: christopher.combest@quarles.com; john.harris@quarles.com