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FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (Exp. 4/94)

RE



ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101042785

To the honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Biosource Europe S.A.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

[X] Assignment [] Merger
 [] Security Agreement [] Change of Name
 [] Other:

Execution Date: 10281997

2. Name and address of receiving party(ies):

I. K.U. Leuven R&D
 Groot Begijnhof, Benedenstraat 59
 3000 Leuven (Belgium)

Additional name(s) attached? ☒ Yes [] No

4. Application number(s) or patent number(s)

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)
 5,093,519 and 5,232,836

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

James A. Bradburne, Ph.D.
 Cooley Godward LLP
 Five Palo Alto Square
 3000 El Camino Real
 Palo Alto, CA 94306

6. Total number of application and patents involved: 1

7. Total Fee (37 CFR 3.41).....\$80.00

[X] Enclosed

[] Authorized to be charged to deposit account

8. Deposit account number: 03-3117
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Reg. No.: 38,389 Name of Person Signing: James A. Bradburne, Ph.D.

Signature: James A. Bradburne Date: 5/12/99

Total number of pages including cover sheet, attachments, and document: 11

Express Mail Label No. EM 570 539 475 US Date of Deposit: May 12, 1999

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Honorable Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231.

Date: 12 May 99 By: Vladimir Skliba

05/19/1999 NTHA11 00000096 5093519

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393054 v1/PA

PATENT
 REEL: 009950 FRAME: 0719

2. Name and address of receiving party(ies):

2. PROF. BOUILLON
Schoonzichtlaan 22
3020 Herent (Winksele)

Transfer of Rights Agreement

BETWEEN : Katholieke Universiteit Leuven, for the purposes of this agreement represented by K.U.LEUVEN RESEARCH & DEVELOPMENT, established at Groot Begijnhof, Benedenstraat 59, 3000 Leuven and represented by Prof. dr. R. De Bondt, Chairman and Mr. H. Claes, Director, hereinafter referred to as "K.U.LEUVEN R&D",

Professor Dr. R. Bouillon, Schoonzichtlaan 22, 3020 Herent (Winksele), hereinafter referred to as "PROF. BOUILLON",

AND : BIOSOURCE EUROPE S.A. established at Zoning Industriel, 6220 Heppignies and represented by Mr. E. Sapp, General Manager, hereinafter referred to as "BIOSOURCE",

IT IS PRELIMINARILY STATED THAT:

Whereas, BIOSOURCE is the owner of the patents described in Annex I of this Agreement and has filed certain other patent applications as also described in Annex I (hereinafter referred to as the "Patents");

Whereas, BIOSOURCE has decided that it will not make use of the Patents for its own account and K.U.LEUVEN R&D and PROF. BOUILLON wish to take a transfer of the rights to the Patents, so as to exploit them jointly.

THEREFORE IT IS AGREED THAT:

ARTICLE 1

BIOSOURCE hereby assigns to K.U.LEUVEN R&D and PROF. BOUILLON acting jointly all right, title and interest to the Patents for the sum of 1,- USD, together with the right to prosecute world-wide patent protection for the Patents. The transfer of rights shall take effect at the date of signature of this Agreement. BIOSOURCE shall inform Cabinet Régimbeau promptly of the contents of this Agreement and shall instruct Cabinet Régimbeau to record in the relevant Patent Offices such assignment from Biosource to K.U.LEUVEN R&D and PROF. BOUILLON, or, as the case may be, from Medgenix Diagnostics SA, the previous owner of the Patents, to

PATENT

" REEL: 009950 FRAME: 0721

K.U.LEUVEN R&D and PROF. BOUILLON, for those Patents for which recordation in the name of BIOSOURCE has not been executed. BIOSOURCE shall inform Medgenix Diagnostix SA of the content of this Article and shall ensure cooperation of Medgenix Diagnostics SA for the execution of such recordation, without costs for K.U.LEUVEN R&D and PROF. BOUILLON.

ARTICLE 2

BIOSOURCE represents and warrants that it has the right to transfer to K.U.LEUVEN R&D and PROF. BOUILLON all right, title and interest to the Patents, free and clear of any liens, encumbrances and contractual or other restrictions. It however gives no guarantee as to the value or enforceability of the Patents.

ARTICLE 3

K.U.LEUVEN R&D and PROF. BOUILLON shall bear all expenses in relation to the Patents from October 23rd, 1997 on, including the cost of the recordation of the assignment in the relevant Patent Offices from BIOSOURCE to K.U.LEUVEN R&D and PROF. BOUILLON, wherever an assignment from Medgenix Diagnostic SA to K.U.LEUVEN R&D and PROF. BOUILLON is not possible due to prior recordation in the name of BIOSOURCE. At the request of BIOSOURCE, K.U.LEUVEN R&D and PROF. BOUILLON will inform BIOSOURCE on the status of the Patents.

Notwithstanding the foregoing, K.U.LEUVEN R&D and PROF. BOUILLON shall not be obliged to maintain any Patents which in its opinion do not justify the expense of maintenance.

ARTICLE 4

K.U.LEUVEN and PROF. BOUILLON shall pay to BIOSOURCE, after deduction of the amounts paid according to article 3 hereof, in total 25 % of any income resulting from the commercial exploitation of the Patents for diagnostic use. K.U.LEUVEN R&D and PROF. BOUILLON shall inform BIOSOURCE promptly in case it is entitled to receive sums in respect of such exploitation.



PATENT

REEL: 009950 FRAME: 0722

ARTICLE 5

All notices and other communications shall be in writing and given to the addresses below:

For K.U.LEUVEN R&D: To the attention of Mr. H. Claes
Groot Begijnhof, Benedenstraat 59
3000 Leuven
Tel: 016 32 65 00
Fax: 016 32 65 15

For PROF. BOUILLON: Schoonzichtlaan 22
3020 Herent (Winksele)
Tel: 016 48 89 18

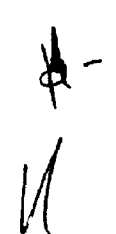
BIOSOURCE: To the attention of Mr. E. Sapp
Zoning Industriel
6220 Heppignies
Tel: 071 82 98 88
Fax: 071 82 93 28

ARTICLE 6

The provisions of article 3, 4 and 5 of this Agreement shall remain in force for so long as all or any of the Patents are still in force.

ARTICLE 7

All disputes arising out of the interpretation and/or execution of this Agreement shall be exclusively submitted to the Courts of Leuven (Belgium) and shall be decided upon according to Belgian law.



PATENT

REEL: 009950 FRAME: 0723

Made in Leuven on October 28th, 1997 each party receiving one original.

K.U.LEUVEN
RESEARCH & DEVELOPMENT

Date:

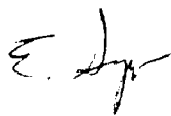
BIOSOURCE EUROPE S.A.

Date:

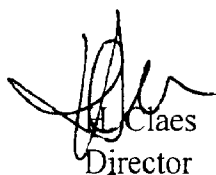


Prof. dr. R. De Bondt
Chairman

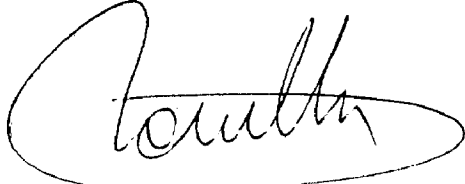
Dr. Paul DEQUAE
MANAGING DIRECTOR



E. Sapp
Managing Director



H. Claes
Director



Prof. dr. R. Bouillon
Date:

ANNEX I: PATENTS

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ANNEX

- French Patent Application N° 88 05985, filed on May 4th, 1988, (granted);
- European Patent Application N° 89 401 262.4, filed on May 3rd, 1989, granted under number 0 341 18 in the following countries : France, Spain, United Kingdom, Italy, The Netherlands, Germany (N° 689 04 235,3-08), Belgium, Luxemburg and Switzerland;
- American Patent Application N° 5 039 519, filed on May 1st, 1989 and Amendment N° 5 232 836 filed on February 18th, 1992;
- Canadian Patent Application N° 598 497, filed on May 2nd, 1989;
- Japanese Patent Application N° 114 003/89, filed on May 6th, 1989.