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02-26-2001

Form PTO-1595
6-93U.S. Department of Commerce
Patent and Trademark Office

101620577

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

1. Name of conveying party(ies):

(1) James E. Bailey, (2) Joël Jean-Mairet, (3) Pablo Umaña

Additional name(s) of conveying party(ies) attached? ☐ yes ☒ no

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date(s): 1) January 22, 2001, (2) January 22, 2001, (3) January 18, 2001

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

Name: GlycArt Biotechnology GmbH
 c/o Swiss Federal Institute of
 Technology in Zürich
 Institute of Biotechnology

Street Address: Einsteinstrasse

City: Zürich State: Zip Code: 8093

Country: Switzerland

Additional name(s) & address(es) 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. 09/294,584

B. Patent No(s).

Additional numbers attached? ☐ yes ☒ no

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

Name: Sterne, Kessler, Goldstein & Fox P.L.L.C.

Internal Address: 1975.0010001/JMC/TJS

Street Address: 1100 New York Ave., N.W.
 Suite 600

City: Washington State: D.C. Zip Code: 20005-3934

6. Total number of applications and patents involved

1

7. Total fee (37 C.F.R. § 3.41).....\$ 40.00

☒ Enclosed☐ Authorized to be charged to Deposit Account

8. Deposit Account Number: 19-0036

02/22/2001 DB/RME 00000114 09294584

01 FC:581

40.00 OP

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.

John M. Covert
 Name of Person Signing
 Registration No. 38,759

Signature

Date

Feb. 9, 2001

Total number of pages including cover sheet, attachments and document 4

OMB NO. 0651-0011 (exp.4/94)

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks, Box Assignments
 Washington, D.C. 20231

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PATENT
 REEL: 011528 FRAME: 0431

Patent Assignment Agreement

1 Original of 4

17.1.2001

Between

1. Prof. Dr. James E. Bailey,
Winkelwiese 6, 8001 Zürich

and

2. Joël Jean-Mairet,
Scheuchzerstrasse 94, 8006 Zürich, Switzerland

and

3. Dr. Pablo Umaña,
Flat 1, 11 Central Road, West Didsbury, Manchester M20 4YE, United Kingdom

hereinafter parties 1, 2 and 3 are jointly referred to as the **"Vendors"**

and

4. GycArt Biotechnology GmbH
Swiss Federal Institute of Technology in Zürich,
Institute for Biotechnology, Einsteinstrasse, 8093 Zürich

the **"Purchaser"**

regarding

the transfer of the

US patent application, serial number: 09/294,584
International patent application, serial number: PCT/US99/08711

1. General regulation

Whereas the Vendors are the legal owner of the US patent application no. 09/294,584 ("the Patent") and has acquired the respective valuable know-how described in the Patents ("the Know-How") and has agreed to sell the same to the Purchaser on the terms and conditions hereinafter appearing.

2. Sale and Purchase

Except the obligations derived from the Agreement with the Swiss Federal Institute of Technology Zürich/ETHZ (see par. 3) the Vendors herewith sell free from all third party rights, liens, charges and encumbrances and the Purchaser herewith purchases upon and subject to the terms and conditions of this Agreement:

- a) the Patent;
- b) those items of the Know-How which are not capable of physical delivery and which are not encompassed by the Patent; and
- c) one complete and legible copy of those items of the Know-How which are capable of physical delivery.

3. Agreement with Swiss Federal Institute of Technology Zürich/ETHZ

- a) According to the said agreement as of April 8, 1998 ETHZ confers all rights in the invention to the Vendors (respectively the Inventors) personally and grants them the right to patent their invention.
- b) According to an Amendment to the Agreement as of April 15, 1998 the parties confirm that no third party has any rights in the invention or part thereof.
- c) On October 5, 2000 ETHZ consents to the Assignment of all rights connected to the invention to GlycArt Biotechnology GmbH

4. Completion

Completion of the sale and purchase shall take place after signing of this agreement at Zurich when the Vendors shall:

- a) deliver or cause to be delivered to the Purchaser:
 - all requisite transfers and assignments of the Patent together with the documents of title thereto; and
 - one complete and legible copy of those items of the Know-How which are capable of physical delivery ("the Physical Assets");
- b) communicate to the Purchaser all items of the Know-How which are not in physical form at the Completion Date in such form manner and detail as the Purchaser may reasonably require

and the Purchaser shall:

- c) pay the price of CHF 150'000.— (Swiss Francs one hundred and fifty thousand).
- d) The price will be paid within six months after completion of this agreement.

5. Title and Risk

Title of the Patent and the Know-How shall pass to the Purchaser with the delivery of the Physical Assets on Completion Date whereupon they shall be at the risk of the Purchaser.

6. Maintenance of Patents

The Purchaser shall pay all prosecution and renewal fees with respect to the Patents after the date hereof and shall do all such reasonable acts and things as may be necessary to maintain and keep in force the Patents.

7. Termination

This Agreement may be terminated by the Vendors by written notice to the Purchaser if the Purchaser is unable to pay its debts or to fulfill its other obligations under this Agreement.

8. Amendments

This Agreement may not be amended except by an agreement in writing signed by or on behalf of both parties.

9. The General provisions

- a) The undersigned parties will make all declarations, sign all agreements and take all actions necessary for the execution of this agreement.
- b) Should one of the provisions of this agreement be or become invalid or unenforceable or should a gap become apparent, the validity of the other provisions in this Agreement shall remain unaffected. The parties shall use their best efforts to replace the invalid or unenforceable provision or fill the gap with a valid and enforceable provision, to the extent legally possible and permissible, which comes as close as possible to what the parties would have agreed upon at conclusion of this agreement if the necessity of such an adjustment had been known to them at that time.
- c) This agreement is subject to and governed by the laws of Switzerland.
- d) All disputes arising out of or in connection with the present agreement including disputes on its conclusion, binding effects, amendment and termination shall be resolved by the ordinary courts of Zurich, Switzerland.

Signatures

Zürich, CH 22 Jan 2001

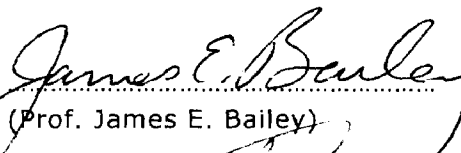
(Place and date)



(Joël Jean-Mairet)

Zürich, CH 22 Jan 2001

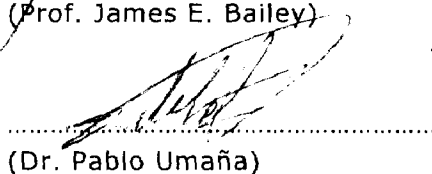
(Place and date)



(Prof. James E. Bailey)

Manchester, UK 18 January 2001

(Place and date)



(Dr. Pablo Umaña)

Zürich, CH 22 Jan 2001

(Place and date)



(GlycArt Biotechnology GmbH)

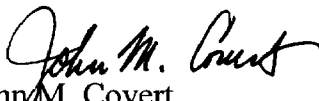
The Honorable Director
of Patents and Trademarks
February 9, 2001
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It is respectfully requested that the attached postcard be stamped with the date of filing of these documents, and that it be returned to our courier. The U.S. Patent and Trademark Office is hereby authorized to charge any fee deficiency, or credit any overpayment, to our Deposit Account No. 19-0036.

If extensions of time under 37 C.F.R. § 1.136 other than those otherwise provided for herewith are required to prevent abandonment of the present patent application, then such extensions of time are hereby petitioned, and any fees therefor are hereby authorized to be charged to our Deposit Account No. 19-0036.

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.


John M. Covert
Attorney for Applicants
Registration No. 38,759

TJS/slw
Enclosures

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