

09-07-2005



EET

Attorney Docket No.: 2353-1-001

To the Director of the U.S. Patent

103075310

Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

UNIVERSIDAD DE LAS ISLAS BALEARES

8/30/05

Execution Date(s) August 6, 2003 - Assignor
September 2, 2003 - Assignee

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other English Translation

2. Name and address of receiving party(ies)

Name: SARSTEDT AG & CO. Kommanditgesellschaft

Internal Address: _____

Street Address: ROMMELSDORFER STRASSE,
51588 NUMBRECHT, GERMAN REPUBLIC

City: _____

State: _____

Country: _____ Zip: _____

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,027,939

Additional numbers attached? ☐ Yes ☒ No

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

Name: David A. Jackson, Esq.

Internal Address: _____

Street Address: Klauber & Jackson LLC
411 Hackensack Ave., 4th Floor

City: Hackensack

State: NJ Zip: 07601

Phone Number: 201-487-5800

Fax Number: 201-343-1684

Email Address: info@kjiplaw.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 11-1153

Authorized User Name _____

9. Signature:

Signature

AUGUST 30, 2005

Date

David A. Jackson, Esq., Reg. No. 26,742

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

09/06/2005 ECOOPER 00000053 6027939

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40.00 DP

PATENT
REEL: 016945 FRAME: 0014



ASSIGNMENT OF PATENT RIGHTS

NUMBER FIVE-THOUSAND SEVEN-HUNDRED AND SEVEN

Dated in Palma de Mallorca on this twenty-first day of December two thousand and four.

Before me, **ALVARO DELGADO TRUYOLS**, Notary of the Professional Association of Notaries of the Balearic Islands, residing in this city,

APPEARS:

The Honorable **MR. AVELINO BLASCO ESTEVE**, of full legal age, married, University Rector and Professor, having his professional domicile at the University Campus, located on the Valldemossa highway, km. 7.5 (Son Lledó Building), in Palma de Mallorca; the aforesaid has Spanish ID Card number 22.615.906-Y.

The aforesaid ACTS on behalf and in representation, as Rector, of the **UNIVERSITY OF THE BALEARIC ISLANDS**, domiciled in Palma de Mallorca, Valldemossa highway, km. 7.5, with Tax ID number Q-07180001-A, a public law institution having its own legal personality and assets independent from the State and from other public entities, in exercise of his post as Rector of the aforesaid University, appointed by Decree 47/2003, of May 9th (Balearic Islands Official Gazette number 67 extr. of May 13th) said post being currently in force and it being common knowledge that the aforesaid exercises said post.

Said institution is governed by its corresponding Bylaws approved by Decree 170/2003, of September 26th (Balearic Islands Official Gazette number 136, of September 30th).

Moreover, the attributions inherent to his post stem from Act of Parliament 6/2001 of December 21st, regarding universities (Spanish Official State Gazette number 307, of December 24th), which in article 20.1 thereof confers the representation of the University upon the Rector, in the same regard as article 28 of the University Bylaws; all of the powers inherent to the post correspond to him, especially the powers of article 30 of the Bylaws of the University of the Balearic Islands which in the pertinent part thereof states: "1. The Rector is attributed with the following powers: b) To officially represent the University before the public powers and before all classes of individuals or legal entities, public or private entities and the organs or branches thereof, without any further limitations than those stipulated by legal imperative. He may likewise represent the University both in and out of court in all types of legal dealings and acts, being



to SARSTEDT AG & CO. Kommanditgesellschaft, the aforesaid PATENT RIGHTS, with the totality of the right, title and interest to the GLOBAL PATENT RIGHTS indicated in the recitals, as well as all of the benefits, rights, privileges, advantages and obligations, including, without restriction, the exclusive right to bring action and lodge appeal in regard to any violation of the GLOBAL PATENT RIGHTS.

Likewise, and in the same sphere of action, the aforesaid adds to the aforementioned document, stating for the record that the assignment of said Patents has been completed and is firm between ASSIGNOR and ASSIGNEE, and that the payment of THIRTY-SIX THOUSAND EUROS (€ 36,000) agreed to for said assignment has been paid in full, with due receipt for payment having been issued.

2.- The ASSIGNOR consents to having the ASSIGNEE record the present assignment:

Of the SPANISH PATENT RIGHTS in the Spanish Patent and Trademark Office.

Of the GERMAN PATENT RIGHTS in the German Patent and Trademark Office.

And of the U.S. PATENT RIGHTS in the U.S. Patent and Trademark Office.

And for this purpose it undertakes to furnish all documents required, and to sign all that is required for this purpose.

3.- The ASSIGNOR declares that it is not aware of any legal or technical defects in the invention or patents.

That it does not incur any obligation in regard to freedom from defects, particularly in regard to the dependence of the invention or patent.

4.- The costs and fees for this assignment and the recording thereof shall be borne by the ASSIGNEE. The ASSIGNEE shall likewise pay the fees and costs for maintaining the GLOBAL PATENT RIGHTS after this assignment is carried out.

5.- In order to become fully effective, the present agreement must be accepted or ratified in the same terms by the legal representatives of the ASSIGNEE.

I have voiced the legal reserves and caveats, especially those pertaining to acceptance of the present assignment by the assignee for the successful outcome thereof.

It is thus executed; after this document has been read, it is ratified and signed with me, the Notary, who hereby attests to having verified the identity of the appearing party and to all that is contained in the public instrument written on four sheets of paper



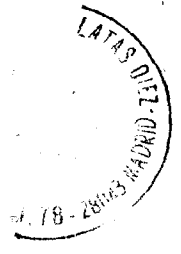
used exclusively for notarial documents, numbered consecutively, the present sheet being the last one.

The signature of the appearing party is affixed. Signed, sealed and initialed:
ALVARO DELGADO TRUYOLS. The seal of the Notary's Office is affixed.



The photocopied portion above accurately and faithfully coincides with the document which has been shown to me and which I return, and the part omitted therefrom having been deemed unnecessary does not in any way whatsoever invalidate the part which has been inserted. At the petition of the party exhibiting the document, I hereby issue the present notarial certification on five sheets of officially stamped notarial paper numbers 5Z.4.846.403, 5Z.4.846.556, 5Z.4.846.554, 5Z.4.846.552 and that of the present sheet, which I hereby sign, seal, stamp and initial, in Madrid on this ninth day of March two thousand and five.

[Illegible signature affixed]



APOSTILLE (or sole legalisation)
(Convention de La Haye du 5 octobre 1961)
(Royal Decree 2433/1978, of 2 october)

1. Country: Spain

This public document

2. has been signed by: Mr. Fco. Javier Monedero San Martín

3. actino in the capacity of NOTARY PUBLIC

4. bears the seal/stamp of the NOTARY PUBLIC

Certified

5. at Madrid

6. The 10th day of march, 2005

7. by the Dean

8. No. 14394

9. Seal/Stamp

10. Signature
(illegible)

Ms. M^a Nieves González de Echávarri Díaz
Sign in representation thereof by Dean

CERTIFICACION

Don José Joaquín Latas Díez,
interprete jurado de lengua inglesa,
certifica que la que antecede es traducción
fiel y completa a lengua inglesa
de un documento redactado en castellano.

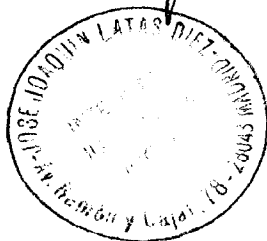
En Madrid, a 5 April 2005

CERTIFICATION

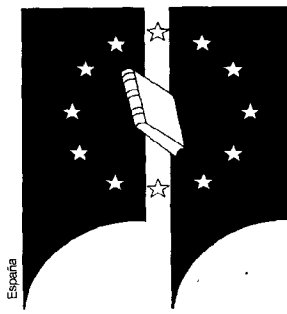
Mr. José Joaquín Latas Díez, sworn translator
of the English language certifies, that the
preceding translation is a true and complete
version into English of a document written in
Spanish.

Madrid, on the 5 April 2005

José Joaquín Latas Díez



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NIHIL PRIUS FIDE

T E S T I M O N I O
=====

**ANTE
FRANCISCO JAVIER MONEDERO SAN MARTIN
NOTARIO DE MADRID**

EDUARDO DATO, 2
28010 MADRID

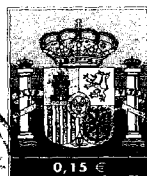
TELEFS.: 91 447 94 54 - 58 - 62
FAX: 91 447 94 53

monedero@notariamonedero.com

**PATENT
REEL: 016945 FRAME: 0021**



0,15 €



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11/2004

FRANCISCO-JAVIER MONEDERO SAN MARTIN

NOTARIO

EDUARDO DATO, 2

Teléfs. 91 447 94 54 - 58 - 62

Fax: 91 447 94 53

28010 - MADRID

YO, FRANCISCO JAVIER MONEDERO SAN MARTIN, NOTARIO
DE MADRID, -----

DOY FE: Que por parte interesada se me exhibe
primera copia de la escritura de cesión de paten-
tes, otorgada por la Universidad de Las Islas Ba-
leares, ante el Notario de Palma de Mallorca, Don
Alvaro Delgado Truyols, el día veintiuno de di-
ciembre de dos mil cuatro, bajo el número cinco
mil setecientos siete de orden de su protocolo, de
la cual transcribo a continuación por fotocopia
los particulares pertinentes: -----

...0...

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11/2004



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jurídica y patrimonio propios e independientes del Estado y de otros entes públicos, en ejercicio de su cargo de Rector de la mencionada Universidad, nombrado por el Decreto 47/2003 de 9 de mayo (BOIB núm 67 extr. De 13 de mayo) vigente y que por notoriedad me consta ejerce. -----

Dicha institución está regida por sus correspondientes Estatutos aprobados por el Decreto 170/2003, de 26 de septiembre (B.O.I.B. número 136, de 30 de septiembre). -----

Y las atribuciones inherentes a su cargo resultan de la Ley Orgánica 6/2001 de 21 de diciembre, de universidades (B.O.E. núm. 307, de 24 de diciembre), que en su artículo 20.1 confiere la representación de la Universidad al Rector, en el mismo sentido del artículo 28 de los Estatutos de la Universidad, le corresponden todas las facultades inherentes al cargo, y de manera especial las del artículo 30 de los Estatutos de la Universidad de las Illes Balears, que en su parte pertinente dice: "1. Corresponden al Rector las siguientes competencias: b) Representar oficialmente a la Universidad ante los poderes públicos y ante toda clase de personas físicas o



11/2004



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patentes: -----

PATENTE ESPAÑOLA P9401455 (número de publicación ES-2088743). -----

CERTIFICADO DE ADICIÓN ESPAÑOL P9600572 (número de publicación ES-2113310). -----

PATENTE ALEMANA DE-6962842 (parte alemana de la patente europea EP-0889326). -----

PATENTE EE.UU. US-6027939. -----

En lo siguiente individualmente llamados respectivamente como los DERECHOS DE PATENTE ESPAÑOLES, los DERECHOS DE PATENTE ALEMANES y los DERECHOS DE PATENTE U.S., así como colectivamente también llamados los DERECHOS DE PATENTE GLOBALES.

Se valoran los DERECHOS DE PATENTE GLOBALES en la suma total de TREINTA Y SEIS MIL EUROS (€ 36.000) -----

B) Que mediante contrato suscrito por la UNIVERSIDAD DE LAS ISLAS BALEARES (como CEDENTE) en fecha 6 de agosto de 2.003 y la entidad SARSTEDT AG & CO. Kommanditgesellschaft, con domicilio Rommelsdorfer Strasse, 51588 Nürnbergrecht, República de Alemania (como CESIONARIA), en fecha 2 de septiembre de 2.003, se acordó la cesión de los indicados DERECHOS DE PATENTE GLOBALES por la



11/2004



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intervención, complementa el documento de continua referencia, haciendo constar que la cesión de dichas Patentes ha quedado perfeccionada y es firme entre CEDENTE y CESIONARIA, y que el pago convenido por la misma de TREINTA Y SEIS MIL EUROS (€ 36.000) ha sido satisfecho en su totalidad, otorgando la mas eficaz carta de pago. -----

2.- La CEDENTE consiente en que la CESIONARIA proceda a la inscripción de la presente cesión: ---

De los DERECHOS DE PATENTE ESPAÑOLES en la Oficina Española de Patentes y Marcas. -----

De los DERECHOS DE PATENTE ALEMANES en la Oficina de Patentes y Marcas alemana. -----

Y de los DERECHOS DE PATENTE U.S. en la Oficina de Patentes y Marcas estadounidense. -----

Y se compromete a suministrar para ello todos los documentos que se requieran, así como a efectuar todas las firmas que sean necesarias para ello. -----

3.- La CEDENTE declara que no le son conocidos defectos jurídicos, ni defectos técnicos en la invención o patentes. -----

Que no se incurre en compromiso por la libertad de defectos, particularmente por la dependencia de



11/2004 .

Está la firma del compareciente. Signado,
firmado y rubricado: ALVARO DELGADO TRUYOLS. Está
el sello de la notaría. -----

PATENT
REEL: 016945 FRAME: 0026

NOTARIAL CERTIFICATION

BEFORE
FRANCISCO JAVIER MONEDERO SAN MARTIN
NOTARY OF MADRID

EDUARDO DATO, 2
28010 MADRID

TELS. 91 447 94 54 -58-62
FAX: 91 447 94 53



I, FRANCISCO JAVIER MONEDERO SAN MARTIN, NOTARY OF MADRID:

HEREBY ATTEST: That the interested party has exhibited to me a first copy of the deed of patent assignment, executed by the University of the Balearic Islands, before the Notary of Palma de Mallorca, Mr. Alvaro Delgado Truyols, on the twenty-first day of December in the year two thousand and four, under number five thousand seven-hundred and seven of his protocol, from which I transcribe below by photocopy the pertinent particulars: