

orm PTO-1595 (Rev. 09/ 04) IMB No. 0851-0027 (exp. 8/30/2005)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office
RECORDATION FOR	· ·
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To the Director of the U.S. Patent and Trademark Office: Please	record the attached documents or the new address(es) below.
Name of conveying party(les)/Execution Date(s):	2. Name and address of receiving party(les)
Universite de Geneve	Atherie Laboratories, Dr. Reto Stocklin et Sylvie Stocklin Name:  associes
	Internal Address:
Execution Date(s): December 21, 2004	Street Address:
Additional name(s) of conveying party(les) stached? Yes X No	
3. Nature of Conveyance:	ch. d'Alcire 1
X Assignment Merger	
Security Agreement Change of Name	. City: Plan-les-Ouates
Government Interest Assignment	State:
Executive Order 9424, Confirmatory License	Country: Switzerland Zip: CH-1228
Corrective assignment originally	Additional name(s) & address(es)
Other recorded on June 27, 2005 to correct	attached:
nature of conveyance.	<u> </u>
4. Application or patent number(s):	This document is being filed logether with a new application.
A. Patent Application No.(s)	B. Patent No.(s)
10/258,191	·
Additional numbers attached	? Yes X No
5. Name and address to whom correspondence concerning document should be malled:	6. Total number of applications and patents involved:
Name: Robert Schaffer	
DARBY & DARBY P.C.	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
Internal Address: Atty. Dkt.: 02292/000L557-US0	Authorized to be charged by credit card
Street Address: P.O. Box 5257	X Authorized to be charged to deposit account
	Enclosed
	None required (government Interest not affecting title)
City: New York	8, Payment Information
State: NY zip:10150-5257	a. Credit Card Last 4 Numbers
Phone Number: (212) 527-7766	Expiration Date
Fex Number: (212) 753-6237	b. Deposit Account Number 04-0100  Authorized User Name Robert Schaffer
Email Address: rschaffer@darbylaw.com	Authorized User Name   NOVELL SCHAME
9. Signature:	
	July 18, 2005  Date
Signature Sallers Rog No. 44 085	Total number of pages including cover 7
Marie Collazo Reg No. 44,085 Name of Person Signing	sheet, attachments, and documents:

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**PATENT** 

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### AGREEMENT

Between

### **UNIVERSITY OF GENEVA** represented by

Prof. Peter Suter, Vice-Rector (hereinafter UNIVERSITY)

and

Atheris Laboratories, Dr. Reto Stöcklin et Sylvie Stöcklin associés represented by

> Dr. Reto Stöcklin (hereinafter COMPANY)

> > concerning

The transfer of intellectual property rights relating to Covalent Capture Facilitating Purification of Polypeptides

> **PATENT REEL: 017039 FRAME: 0308**

This Agreement is made and entered into and between Atheris Laboratories, Dr. Reto Stöcklin et Sylvie Stöcklin associés, having its registered office at ch. d'Alcire 1, CH-1228 Plan-les-Ouates (hereinafter COMPANY), and University of Geneva, 24, rue du Général Dufour, CH-1211 Geneva 4 (hereinafter UNIVERSITY).

WHEREAS, COMPANY is interested in acquiring from UNIVERSITY certain intellectual property described in Annex A for commercializing, licensing and sub-licensing the methods mentioned herein.

WHEREAS, UNIVERSITY and COMPANY have a common interest in the active development and exploitation of the technology covered by this intellectual property.

WHEREAS, UNIVERSITY agrees to assign to COMPANY certain proprietary rights on technology provided that UNIVERSITY also benefits from the commercial exploitation of said technology, and provided that UNIVERSITY is not prevented from conducting further research and collaborations in similar research areas.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein contained the Parties hereto have agreed and do hereby agree that UNIVERSITY transfers to COMPANY certain rights under the following terms and conditions:

# DEFINITIONS

Patent Rights

shall mean the patent applications described in Annex

Territory

shall mean Canada, United States of America.

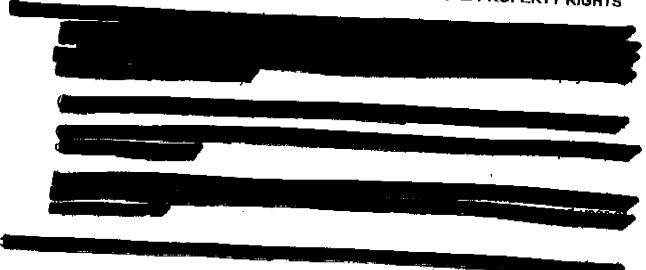
### 2 GRANT

1

- 2.1 Subject to the terms and provisions of this Agreement, UNIVERSITY hereby assigns to COMPANY the Patent Rights described in Annex A.

  2.2 The graptice and the
- 2.2 The granting and acceptance of this assignment is subject to the following conditions:
  - a) The present Agreement shall not be assigned or transferred by COMPANY to third parties unless UNIVERSITY has given its consent in writing prior to such transfer, within 30 days from written request by COMPANY. Should UNIVERSITY not reply within 30 days to such a request from COMPANY, Its consent shall be considered as granted. The consent of UNIVERSITY shall not be withheld unreasonably, provided however that COMPANY may assign this Agreement in connection with the sale or transfer of all or substantially all of COMPANY's assets relating to the Patent Rights. However, as long as the present Agreement is respected and provided that COMPANY obtains from such third parties the written confirmation that they agree to be bound by the obligations described in Article 3.3, 4 & 5, COMPANY is free to assign or UNIVERSITY.
  - b) Notwithstanding the assignment granted hereunder to COMPANY, UNIVERSITY reserves right to use the Patent Rights for its own non-commercial research and teaching purposes.

# 3 CONSIDERATIONS FOR THE GRANT OF INTELLECTUAL PROPERTY RIGHTS



Page 3 of 5

3.3 Should COMPANY decide to abandon a patent or a patent application under Patent Rights then, COMPANY shall offer to UNIGE an option to negotiate the assignment of such patent or patent application. COMPANY shall inform UNIGE of such decision at least three (3) months before the deadline for the performance of the formalities necessary for the maintain of the patent or patent application.

#### 4 LIABILITY



# 5 WARRANTIES



# 6 MISCELLANEOUS

- 6.1 Each party hereto agrees to execute such additional documents or instruments or to take any further action hereto reasonably requested as may be reasonably requested by the other party in order to achieve the purpose of this agreement.
- 6.2 Each party shall bear its own taxes, costs and fees relating to the preparation and the implementation of this agreement.
- 6.3 Any modification of this agreement shall be valid only if in writing and signed by both parties.
- 6.4 If any provision of this agreement, or the application thereof shall for any reason and to any extent be invalid or unenforceable the remainder of this agreement shall be applied and interpreted so as to reasonably effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision which will achieve, to the extent possible, the economic, business and other purposes of the

Page 4 of 5

void and unenforceable provision. In any case the remainder of this agreement shall remain in full force and effect and shall not be affected thereby.

- This agreement is effective when signed by all parties and shall extend to the 6.5 expiration of the last to expire of the Patents Rights.
- This Agreement shall be governed by the laws of Switzerland. The place of 6.6 jurisdiction shall be Geneva.
- All notices, accounts and deliveries to be given to either party shall be in English or 6.7 French, addressed to such party at its address indicated below or to such other address as shall hereafter be furnished by written notice to the other party.
- Neither party is authorized to use the name(s) and/or logo(s) of the other party for 6.8 publicity and marketing without the written consent of such party.

SIGNATURES

Drawn up in two identical original copies,

Place, Date:

UNIVERSITY OF GENEVA:

Prof. Peter Suter

Vice-Rector for Research and Technology Transfer

Prof. Keith Rose

Place, Date:

Dr. Reto Stöcklin

ATHERIS Laboratories:

As co-inventor of some of Assigned Technology, I hereby irrevocably agree with this

Dr. Matteo Villain

Dr. Jean Vizzavona

Page 5 of 5

# ANNEX A: PATENT APPLICATIONS RELEVANT TO PATENT RIGHTS

The following patent application are part of **Patents Rights** as defined in the present

"Covalent Capture Facilitating Purification of Polypeptides" (US 10/258,191 filed on

"Purification of Polypeptides" (CA2406721, filed on 4/20/2001)

and the resulting patents that may be issued from these applications.

Annex A Page 1 of 1

PATENT REEL: 017039 FRAME: 0313

**RECORDED: 11/17/2005**