

09-05-2007

Form PTO-1595
(Rev. 10/02)
OMB No. 0651-0027 (exp. 07/02/2005)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

103442224

Tab settings

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

1. Name of conveying party(ies):

Domenico Magliore (May 30, 2007)
Mauro Bassini (May 30, 2007)
Ettore Conti (June 23, 2007)
Giuseppe Savia (May 30, 2007)
Marina Tucci (May 30, 2007)
Alberto Mion (May 30, 2007)

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

2. Name and address of receiving party(ies)

Name: GEYMONAT S.p.A.

Internal Address:

Street Address: Via S. Anna 2

City: Anagni Country: Italy Zip: 03012

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

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒

Other: Corrective to correct the assignment document previously recorded at Reel 016484, Frame 0010. The Assignees hereby confirm assignment of all remaining right, title and interest.

Execution Dates: May 30, 2007 and June 23, 2007

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)

10/514,707

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Joseph Fischer

Beusse Wolter Sanks Mora & Maire, P.A.

Internal Address: Suite 2500

Street Address: 390 N Orange Ave

City: Orlando State: FL Zip: 32801

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40 (fee already paid)

☐ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Joseph Fischer

Name of Person Signing

Signature

August 21, 2007

Date

Total number of pages including cover sheet, attachments, and documents: 19

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

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)		RECORDATION FORM COVER SHEET		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office				
PATENTS ONLY								
To the honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.								
1. Name of conveying party(ies): Domenico Maglione Mauro Battisti Giuseppe Salvia for Ettore Conti Giuseppe Salvia (for himself) Marina Tucci Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No			2. Name and address of receiving party(ies) Name: <u>GEYMONAT S.p.A.</u> Internal Address: _____ _____ Street Address: <u>Via S. Anna 2</u> _____ City: <u>Anagni</u> Country: <u>Italy</u> Zip: <u>I-03012</u> Additional name(s) & address(es) attached? ☐ Yes ☒ No					
3. Nature of conveyance: ☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☒ Other: Assignment of remaining interest with supporting documents described herein. Execution Dates: <u>May 30, 2007 and June 23, 2007</u>			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) <u>10/514,707</u> B. Patent No.(s) _____ Additional numbers attached? ☐ Yes ☒ No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Joseph Fischer</u> <u>Beusse Wolter Sanks Mora & Maire, P.A.</u> Internal Address: <u>Suite 2500</u> _____ Street Address: <u>390 N Orange Ave</u> _____ City: <u>Orlando</u> State: <u>FL</u> Zip: <u>32801</u>			6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41). \$ <u>40.00</u> ☐ Enclosed ☒ Authorized to be charged to deposit account 8. Deposit account number: <u>50-4088</u> (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. <table style="width:100%; border: none;"> <tr> <td style="width: 30%; border: none;"> <u>Joseph Fischer</u> Name of Person Signing </td> <td style="width: 30%; border: none; text-align: center;"> Signature </td> <td style="width: 40%; border: none; text-align: right;"> <u>August 6, 2007</u> Date </td> </tr> </table> Total number of pages including cover sheet, attachments, and documents: <u>19</u>						<u>Joseph Fischer</u> Name of Person Signing	 Signature	<u>August 6, 2007</u> Date
<u>Joseph Fischer</u> Name of Person Signing	 Signature	<u>August 6, 2007</u> Date						

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 Washington, D.C. 20231

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04-27-2005

Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/3)

Tab settings



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SHEET

-Y

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Domenico MAGLIONE Marina TUCCI
Mauro BATTISTI Alberto MION
Ettore CONTI
Giuseppe SALVIA

2. Name and address of receiving party(ies)

Name: GEYMONAT S.p.A.

Internal Address:

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

3. Nature of conveyance:

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

Street Address: Via S. Anna, 2

03012 Anagni FR, ITALY

City: State: Zip:

Execution Date: November 15, 2004

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.(s)

10/514,707

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Joseph Fischer

Internal Address:

6. Total number of applications and patents involved: 1

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

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

Street Address: 390 North Orange Ave., Ste. 2500

City: Orlando State: FL Zip: 32801

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.

Joseph Fischer

Name of Person Signing

Signature

January 4, 2005

Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231



GEYMONAT SUD

farmaceutici

S.p.A.

Egr. Dott. ETTORE CONTI
Via Monte Grappa 40
COLLEVERDE DI GUIDONIA (Roma)

Facciamo seguito alle intese verbali per significarLe che siamo lieti confermare quanto con Lei concordato e cioè:

La nostra ditta é disposta procedere alla di Lei assunzione con la qualifica di Direttore Tecnico del nostro stabilimento sito in Anagni ed inquadrato nella categoria dirigenti.

La retribuzione viene fissata nella misura prevista dal contratto nazionale dirigenti di aziende.

L'azienda, avendo la propria sede in Anagni, gradirebbe che anche il di Lei domicilio, compatibilmente con le effettive possibilità, venisse fissato in Anagni entro il più breve tempo possibile.

La presente proposta é per noi impegnativa a condizione che Ella possa effettivamente e legalmente assumere il mandato di cui sopra entro e non oltre il giorno 20 agosto 1979

Distinti saluti

Anagni, 19/7/1979

GEYMONAT SUD

PROCURA

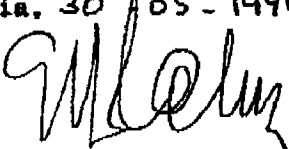
Il sottoscritto Dott. Giuseppe Salvia, nato a Catania il 29
Giugno 1942, quale Consigliere Delegato del Consiglio di
Amministrazione della Geymonat S.p.A. con sede in Anagni, Via
S. Anna N.2 e sede secondaria in Catania, Via Francesco Riso
N.39, iscritta al N. 2001 Registro Società presso la
Cancelleria del Tribunale di Frosinone, codice fiscale
"00192260602", domiciliato per la carica nella sede della
società; all'uopo autorizzato giusta delibera del Consiglio
di Amministrazione in data 20 Settembre 1983 che al presente
si allega di lettera "A" per formarne parte integrante; con
la presente da avere tutti gli effetti di legge costituisce e
nomina suo ~~procuratore speciale~~ il Dott. Conti Ettore, nato a
Rocciglione il giorno 8 Aprile 1947, residente in
Rocca di Papa (RM), Residenziale "Colli del Vivaro".

All'oggetto di firmare la corrispondenza ordinaria e tutti
gli ordini di acquisto relativamente alla gestione ordinaria
della detta società; trattare con le banche prelevando,
versando e presentando effetti o ricevute bancarie
all'incasso, il tutto nei limiti dei fidi concessi; incassare
somme a qualunque titolo dovute alla società da qualunque
persona, Ente od Ufficio, con facoltà di rilasciare quietanza
con esonero per i paganti da ogni loro responsabilità nonché
di accordare dilazioni nei pagamenti; eseguire pagamenti a
qualunque titolo dovuti dalla società a qualunque persona,

ente od ufficio, richiedendone le dovute quietanze; ritirare corrispondenza, anche raccomandata od assicurata, plichi, pacchi, documenti, merci presso qualunque persona, ente od ufficio; rappresentare la società nei giudizi davanti alle Autorità Giudiziarie, Amministrative, Tributarie, in ogni stato e grado di giurisdizione, con facoltà di sottoscrivere e presentare citazioni, istanze, ricorsi e reclami; nominare e revocare avvocati e procuratori ad litem anche per cause di lavoro; autorizzare ai fornitori la emissione di tratte e se richieste, per acquisti effettuati all'estero, provvedere alla relativa accettazione; provvedere alla stipula e revoca dei contratti relativi agli acquisti e ai depositi; licenziare ed assumere il personale dipendente su disposizione del Presidente o del Consigliere Delegato; rappresentare la società presso qualunque ente od ufficio; rilasciare procure a dipendenti o estranei alla società per partecipare a gare di appalto; acquistare macchinari e autoveicoli; vendere macchinari e autoveicoli della società; rilasciare deleghe e autorizzazioni a dipendenti o estranei per la guida di autoveicoli della società in Italia e all'Estero; e quindi in genere tutto quanto è necessario ed opportuno per la piena esecuzione del presente mandato, nei limiti della ordinaria amministrazione, senza che possa eccipirsi al costituito procuratore insufficienza di poteri. All'uopo, il sottoscritto nella qualità, trasanda al detto

costituito procuratore tutte le più ampie facoltà dalla legge richieste per l'oggetto e dichiara ritenere sin da ora per rato, valido e fermo tutto quanto il detto procuratore sarà per praticare nell'interesse della società.

Catania, 30 05 - 1994


N. 64312 del Repertorio

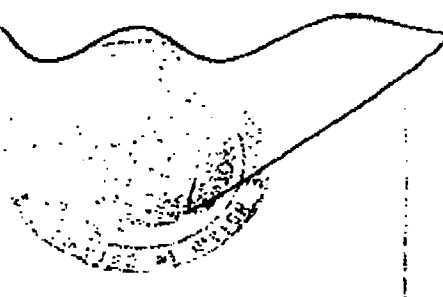
AUTENTICA DI FIRMA REPUBBLICA ITALIANA

Io sottoscritto Dott. Proc. VINCENZO CIANCICO, Notaio, residente in Catania con lo studio alla Piazza Trento n.6, iscritto nel Ruolo del Collegio Notarile del Distretto di detta città

CERTIFICO

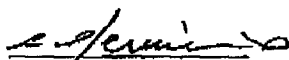
Vera ed autentica la firma di Salvia Giuseppe nato a Catania il 29 Giugno 1942, nella qualità di Consigliere Delegato del Consiglio di Amministrazione della Società "Geymonat - S.p.A." con sede legale in Anagni, e coi poteri di firma, della cui identità personale io Notaio sono certo, apposta in mia presenza senza assistenza di testimoni cui col mio consenso vi ha rinunciato.

Catania, Trenta Maggio 1994



TRANSLATION CERTIFICATION

I certify that the following 3 pages provide an accurate translation to the English language of the hiring agreement between Geymonat S.p.a. and Dr Enore Conti, signed on July 19, 1979 in Italy and the subsequent power of attorney released to Dr Conti on May 30, 1994.


Claudio Germinario

03 July 2007
date

Attorney Docket No. 10500-010

ASSIGNMENT OF PATENT APPLICATION

FOR GOOD AND VALUABLE CONSIDERATION,

I/We, the undersigned, hereby agree to assign for good and valuable consideration, receipt of which is hereby expressly acknowledged, and do hereby sell, assign and transfer unto

GEYMONAT S.p.A. a corporation organized under the laws of Italy as Assignee, and its successors, assigns and legal representatives, all remaining right, title and interest, for the United States of America, its territories and possessions, in and to certain inventions relating to the invention named below, and to

MUTSINS OF PLACENTAL GROWTH FACTOR TYPE-1 PREPARATION METHOD AND APPLICATION THEREOF

the specification of which was filed on 05/19/03 as PCT International Application Number PCT/IT03/00296 and the corresponding National Phase application of which has been filed in the United States on 11/17/04, filing no. 10/514,707, designated by Attorney Docket No. 10500-010, by

Beusse, Brownlee, Wolter, Mora & Maire, P.A., 390 N. Orange Avenue, Suite 2500, Orlando, Florida 32801, and the invention(s) and improvement(s) set forth therein, and any and all continuations, continuations-in-part, divisionals, and renewals of and substitutes for said application for said Letters Patent, and all the rights and privileges under any and all Letters Patent that may be granted therefor in the United States of America, and any reissues, or reexaminations, or extensions of said Letters Patent. I/We request that any and all Letters Patent for said inventions be issued to said Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate

I/We agree that, when requested, I/We will, without charge to said Assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees

I/We authorize and empower the said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from me.

I/We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International convention which may henceforth be substituted for it

I/We covenant with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that I/We have full right to convey the same as herein expressed.

IN WITNESS WHEREOF, I/We have hereunto signed my/our name/names on the day and year set forth below.

Domenico Magliione
Inventor's Signature

30 MAY 2007
DATE

Domenico MAGLIONE
Inventor's Printed Name

Mauro Battisti 30 May 2007
Inventor's Signature DATE

Mauro BATTISTI
Inventor's Printed Name

Inventor's Signature DATE

Enrico CONTI
Inventor's Printed Name

Enrico CONTI 30 May 2007
Inventor's Signature DATE

Enrico CONTI
Inventor's Printed Name

Mauro BATTISTI 30 May 2007
Inventor's Signature DATE

Mauro TUCCI
Inventor's Printed Name

Alberto MION 30 May 2007
Inventor's Signature DATE

Alberto MION

23 June
29 June 2007

Declaration of Mr. Giuseppe Salvja, regarding assignments of US Serial Nos. 10/503,911, 10/507,272, and 10/514,707.

Page 2 of 2

6. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or of any patent issuing there from.

Dated: 29 June 2007

By: _____

Giuseppe Salvja

Witness: _____

Signature: _____

Printed Name: SPIVITERA FILIPPO

Address: VIA MATTEO RENATO MBIANI, 243-95128 CATANIA CT ITALY

Date: 29 JUNE 2007

Signature: _____

Printed Name: GIUSEPPE DE GRADA

Address: VIA V.E. ORLANDO 116-95128 CATANIA CT ITALY

Date: 29 JUNE 2007

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In regard to Assignments for the following US Patent Applications:

U.S. Serial No.: 10/503,911; 371(c) date: 11/22/2004; Atty. Docket: 10500-007;

U.S. Serial No.: 10/507,272; 371(c) date: 11/22/2004; Atty. Docket: 10500-008;
and

U.S. Serial No.: 10/514,707; 371(c) date: 01/07/2005; Atty. Docket: 10500-010.

United States Patent and Trademark Office
2900 Crystal Drive
ASSIGNMENTS SERVICE DIVISION
Suite 9C10
Arlington, VA 22202

DECLARATION OF MR. GIUSEPPE SALVIA

1. I, Giuseppe Salvia, a citizen of the Italy, hereby declare and state as follows:

2. I am Chief Executive of Geymonat S.p.a.

3. As a legal representative of Geymonat S.p.a. having the authority to do so, I hereby sign on behalf of Mr. Ettore Conti to assign to Geymonat S.p.a. all remaining rights of Mr. Ettore Conti as co-inventor of the three US patent applications, serial numbers 10/503,911, 10/507,272, and 10/514,707 (related information above, and hereinafter "Applications").

4. The basis for signing on behalf of Mr. Ettore Conti is that Mr. Ettore Conti, as an employee of Geymonat S.p.a. at the time the inventions of these Applications were conceived and reduced to practice, had an obligation to assign to Geymonat S.p.a. his rights to these Applications, and at the present time Mr. Ettore Conti is refusing to sign assignments for these Applications despite having an obligation to so assign his rights.

5. As evidence of this obligation, a copy of the Employment Agreement between Geymonat S.p.a. and Mr. Ettore Conti, and an English translation of this Employment Agreement signed by the translator, are provided herewith.

GEYMONAT SUD
Farmaceutici
S.p.A.

Mr. Ettore Conti
Via Monte Grappa, 40
Colleverde di Guidonia (Roma)

Further to what was agreed orally between us, this is to inform you that we are pleased to confirm the following:

Our company is ready to proceed with hiring you in the capacity of technical director of our plant located in Anagni, whereby you will be included in the staff list among executives.

Your salary will be in compliance with what is provided for in the national contract for corporate executives.

Since our company is based in Anagni, it would be preferable for you to also move your domicile to Anagni as soon as possible - to the extent this is actually feasible.

This offer is binding on us providing you can actually and legally fill the position referred to above by no later than the 20th August 1979.

Yours Sincerely,
Anagni, 19/07/1979

Geymonat Sud S.p.A.
(Signed)

POWER OF ATTORNEY

I, the undersigned Giuseppe Salvia, born in Catania on 29 June 1941, in my capacity as CEO from the Board of Directors of Geymonat S.p.A. with headquarters in Anagni, via S. Anna 2 and a secondary branch in Catania, via Francesco Riso 39, registered under no. 2001 of the Register of Companies at the clerk's office of the Court of Frosinone, Tax ID 00192260502, being domiciled in the above capacity at the company's registered office and authorised thereto pursuant to the resolution taken by the Board of Directors on 20 September 1983, which is attached hereto as Annex "A" and is an integral part hereof, hereby confer, for all legal intents and purposes, power of attorney on Ettore Conti, born in Ronciglione on 8 April 1947, resident in Rocca di Papa (RM), Residenziale "Colli del Vivaro", in order to sign standard correspondence and any and all purchase orders in connection with the ordinary management of the aforementioned company; handle relationships with banks by performing withdrawals and payments and handing in bank receipts and/or instruments for collection, within the boundaries of the relevant guarantees; collect any and all payables to the company from any and all individuals, bodies and agencies, including the power to issue a receipt holding the payer harmless against any and all liability and to grant payment extensions; pay such sums as may be due by the company on whatever grounds to any and all individuals, bodies and agencies and request the relevant receipts; collect correspondence, including registered and/or insured letters, envelopes, packages, documents, and goods from any and all individuals, bodies and agencies; represent the company in proceedings before judicial, administrative, and tax authorities of any and all instances and at all stages of such proceedings, including the power to undersign and serve summonses, petitions, claims and complaints; appoint and remove attorneys and lawyers as also related to occupational litigations; authorise suppliers to issue drafts and, where requested to do so in respect of purchases performed abroad, see to their acceptance; stipulate and terminate contracts for purchases and deposits; recruit and fire employees upon the Chairman's and/or the CEO's request; represent the company before any and all bodies and agencies; confer POAs on employees and/or individuals outside the company in order to participate in calls for tenders; purchase machinery and motor vehicles; sell machinery and motor vehicles owned by the company; delegate and authorise employees and/or individuals outside the company to drive motor vehicles owned by the company, whether in Italy or abroad; and take such steps as may be required and appropriate to fully discharge the aforementioned tasks under ordinary management circumstances so as to prevent the said attorney's powers from ever being challenged on grounds of their being insufficient. To that end, I, the undersigned, in the aforementioned capacity, transfer any and all powers required for the said purposes under the law to the said attorney; further, I declare that I will forthwith endorse any and all steps taken by the said attorney in the company's interest and consider such steps to be fully valid and substantiated.

Done in Catania, this thirtieth day of the month of May in the year 1994

(Signed)

No. 64312 in the Register

NOTARIZED SIGNATURE

ITALIAN REPUBLIC

I, the undersigned Vincenzo Ciancico, Notary Public, resident in Catania, with office at Piazza Trento 6, included in the Roll of Notaries Public for the district of Catania, hereby

CERTIFY

the above signature to be the true signature of Salvia Giuseppe, born in Catania on 29 June 1942, his identity having been established by me, which he subscribed in my presence in his capacity as CEO from the Board of Directors of Geymonat S.p.A., with registered office in Anagni, being empowered to do so, without the attendance of witnesses as he waived such attendance with my consent.

Done in Catania, this thirtieth day of the month of May in the year 1994.

(Signed)

(Round stamp)

Art. 64.

Invenzioni dei dipendenti

1. Quando l'invenzione industriale e' fatta nell'esecuzione o nell'adempimento di un contratto o di un rapporto di lavoro o d'impiego, in cui l'attività inventiva e' prevista come oggetto del contratto o del rapporto e a tale scopo retribuita, i diritti derivanti dall'invenzione stessa appartengono al datore di lavoro, salvo il diritto spettante all'inventore di esserne riconosciuto autore.

2. Se non e' prevista e stabilita una retribuzione, in compenso dell'attività inventiva, e l'invenzione e' fatta nell'esecuzione o nell'adempimento di un contratto o di un rapporto di lavoro o di impiego, i diritti derivanti dall'invenzione appartengono al datore di lavoro, ma all'inventore, salvo sempre il diritto di essere riconosciuto autore, spetta, qualora il datore di lavoro ottenga il brevetto, un equo premio per la determinazione del quale si terrà conto del valore del brevetto e dell'importanza della protezione da esso conferita all'invenzione, delle mansioni svolte e della retribuzione percepita dall'inventore, nonché del contributo che questi ha ricevuto dall'organizzazione del datore di lavoro.

3. Qualora non ricorrano le condizioni previste nei commi 1 e 2 e si tratti di invenzione industriale che rientri nel campo di attività del datore di lavoro, quest'ultimo ha il diritto di opzione per l'uso, esclusivo o non esclusivo dell'invenzione o per l'acquisto del brevetto, nonché per la facoltà di chiedere od acquistare, per la medesima invenzione, brevetti all'estero verso corresponsione del canone o del prezzo, da fissarsi con deduzione di una somma corrispondente agli aiuti che l'inventore abbia comunque ricevuti dal datore di lavoro per pervenire all'invenzione. Il datore di lavoro potrà esercitare il diritto di opzione entro tre mesi dalla data di ricevimento della comunicazione dell'avvenuto deposito della domanda di brevetto. I rapporti costituiti con l'esercizio dell'opzione si risolvono di diritto, ove non venga integralmente pagato alla scadenza il corrispettivo dovuto.

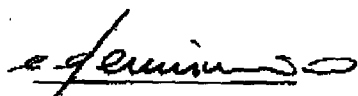
4. Ferma la competenza del giudice ordinario relativa all'accertamento della sussistenza del diritto all'equo premio, al canone o al prezzo, se non si raggiunga l'accordo circa l'ammontare degli stessi, anche se l'inventore e' un dipendente di amministrazione statale, alla determinazione dell'ammontare provvede un collegio di arbitratori, composto di tre membri, nominati uno da ciascuna delle parti ed il terzo nominato dai primi due, o, in caso di disaccordo, dal Presidente della sezione specializzata del Tribunale competente dove il prestatore d'opera esercita abitualmente le sue mansioni. Si applicano in quanto compatibili le norme degli articoli 806, e seguenti, del codice di procedura civile.

5. Il collegio degli arbitratori può essere adito anche in pendenza del giudizio di accertamento della sussistenza del diritto all'equo premio, al canone o al prezzo, ma, in tal caso, l'esecutività della sua decisione e' subordinata a quella della sentenza sull'accertamento del diritto. Il collegio degli arbitratori deve procedere con equo apprezzamento. Se la determinazione e' manifestamente iniqua od erronea la determinazione e' fatta dal giudice.

6. Agli effetti dei commi 1, 2 e 3, si considera fatta durante l'esecuzione del contratto o del rapporto di lavoro o d'impiego l'invenzione industriale per la quale sia chiesto il brevetto entro un anno da quando l'inventore ha lasciato l'azienda privata o l'amministrazione pubblica nel cui campo di attività l'invenzione rientra.

TRANSLATION CERTIFICATION

I certify that the following 2 pages provide an accurate translation to the English language of the text of Article 64 "Inventions by Employees" of the Italian Code of Industrial Property.


Claudio Germinario


date

Article 64
Inventions by employees

1. When an industrial invention is made in performance or in fulfilment of an employment or work contract or relationship, whereby the inventive activity is provided for as the object of the contract or of the relationship and the activity is remunerated accordingly, the rights arising from such an invention belong to the employer, without prejudice to the right of the inventor to be recognised as the author of the invention.
2. If no compensation for the inventive activity is provided for and established, and the invention was made in performance or in fulfilment of an employment or work contract or relationship, the rights arising from the invention belong to the employer, but the inventor, in addition to his right to be recognised as the author of the invention, has the right, if the employer obtains a patent, to be granted a fair reward, to be determined by taking into consideration the importance of the protection conferred by the patent to the invention, the tasks carried out and the remuneration received by the inventor, as well as the contribution that the inventor received from the organisation of the employer.
3. If the conditions set forth in paragraphs 1 and 2 do not exist, and the industrial invention at issue falls within the field of activity of the employer, the employer shall have the right of option on the exclusive or non-exclusive use of the invention, or on the purchase of the patent, as well as the right to apply for, or purchase, patents abroad for the same invention, against payment of a royalty or price, to be determined with the deduction of a sum corresponding to the support that the inventor has received from the employer in order to achieve the invention. An employer may exercise the right of option within three months from receiving notice of the filing of the patent application. The relationships established through the exercise of the right of option shall terminate by right if the sum due is not paid entirely upon expiry of the time limit.
4. Without prejudice to the competence of ordinary courts as to the assessment of the existence of the right to a fair reward, royalty or price, where no agreement is reached as to the amount of these, even where the inventor is an employee of a state administration, the amount shall be established by a panel of three arbitrators, to be appointed one by each party and the third by the first two, or, where an agreement thereon cannot be reached, by the President of the specialised section of the competent court having jurisdiction where the worker usually performs his tasks. Articles 806 and following of the Italian Code of Civil Procedure shall apply, provided they are consistent.
5. The arbitration panel may be referred to even if court proceedings are pending for the assessment of the existence of the right to a fair reward, royalty or price, but, in such an event, the decision of the arbitration panel will not be enforceable before the judgement is issued concerning the existence of the right to a fair reward. The arbitration panel shall proceed by fair evaluation. If the determination of the amount is manifestly unfair or erroneous, such a determination shall be made by the judge.
6. For the purposes of paragraphs 1, 2 and 3, an industrial invention is deemed to have been achieved during the execution of the employment or work contract or relationship where a

patent is applied for within one year from the date on which the inventor has left the company or public administration in the activity field of which the invention falls.