

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT				
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the name of the receiving party previously recorded on Reel 017039 Frame 0306. Assignor(s) hereby confirms the correction of Atheris Laboratories, Dr. Reto Stocklin et Sylvie Stocklin associates..				
<b>CONVEYING PARTY DATA</b>					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> <tr> <td>Universite de Geneve</td> <td>12/21/2004</td> </tr> </table>	Name	Execution Date	Universite de Geneve	12/21/2004	
Name	Execution Date				
Universite de Geneve	12/21/2004				
<b>RECEIVING PARTY DATA</b>					
Name:	Atheris Laboratories, Dr. Reto Stocklin et Sylvie Stocklin associates				
Street Address:	ch. d'Alcire 1				
City:	Plan-les-Ouates				
State/Country:	SWITZERLAND				
Postal Code:	CH-1228				
<b>PROPERTY NUMBERS Total: 1</b>					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Property Type</th> <th style="width: 70%;">Number</th> </tr> <tr> <td>Application Number:</td> <td>10258191</td> </tr> </table>	Property Type	Number	Application Number:	10258191	
Property Type	Number				
Application Number:	10258191				
<b>CORRESPONDENCE DATA</b>					
Fax Number: (212)527-7701 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 212-527-7700 Email: nedwards@darbylaw.com Correspondent Name: Robert Schaffer Address Line 1: P.O. Box 770, Church Street Station Address Line 2: 02292/000L557-US0 Address Line 4: New York, NEW YORK 10008-0770					
<b>ATTORNEY DOCKET NUMBER:</b>	02292/000L557-US0				
<b>NAME OF SUBMITTER:</b>	Nicole Edwards				
Total Attachments: 12 source=01535245#page1.tif source=01535245#page2.tif					

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**PATENT**  
**REEL: 020932 FRAME: 0383**

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## PATENT ASSIGNMENT

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Phone: (212) 527-7700											
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Address Line 1: P.O. Box 770 Church Street Station											
Address Line 4: New York, NEW YORK 10008-0770											
ATTORNEY DOCKET NUMBER:	02292/000L557-US0										
NAME OF SUBMITTER:	Nicole Edwards										
Total Attachments: 6 source=01524617#page1.tif source=01524617#page2.tif source=01524617#page3.tif											

OP \$40.00 10258191

TO:ROBERT SCHAFER COMPANY:P.O. BOX 770 CHURCH STREET STATION

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PATENT

REEL: 020932 FRAME: 0386

11/17/2005  
700225668

Form PTO-1595 (Rev. 09/04)  
OMB No. 0631-0027 (exp. 8/30/2005)

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

# RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

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

Universite de Geneve

Execution Date(s): December 21, 2004

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 Corrective assignment originally recorded on June 27, 2005 to correct nature of conveyance.

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

Name: Atheris Laboratories, Dr. Reto Stocklin et Sylvie Stocklin associates

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

ch. d'Alcine 1

City: Plan-les-Ouates

State: \_\_\_\_\_

Country: Switzerland Zip: CH-1228

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

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

A. Patent Application No.(s)

10/258,191

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

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robert Schaffer  
DARBY & DARBY P.C.

Internal Address: Atty. Okt., 02292/000L557-US0

Street Address: P.O. Box 5257

City: New York

State: NY Zip: 10150-5257

Phone Number: (212) 527-7766

Fax Number: (212) 753-6237

Email Address: rschaffer@darbylaw.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

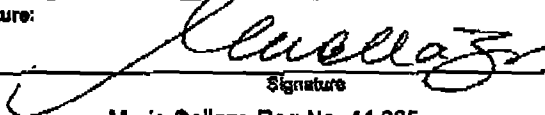
a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date \_\_\_\_\_

b. Deposit Account Number 04-0100

Authorized User Name Robert Schaffer

## 9. Signature:



Signature

July 18, 2005

Date

Marie Collazo Reg No. 44,085

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

CH \$40.00 040100 10258191

PATENT

REEL: 020932 FRAME: 0387

# **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

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:

## 1 DEFINITIONS

**Patent Rights** shall mean the patent applications described in Annex A.

**Territory** shall mean Canada, United States of America.

## 2 GRANT

- 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 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 transfer the Patent Rights to third parties without the prior consent of 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



- [REDACTED]
- 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

[REDACTED]

#### 5 WARRANTIES

[REDACTED]

#### 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

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.

6.5 This agreement is effective when signed by all parties and shall extend to the expiration of the last to expire of the Patents Rights.

6.6 This Agreement shall be governed by the laws of Switzerland. The place of jurisdiction shall be Geneva.

6.7 All notices, accounts and deliveries to be given to either party shall be in English or 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.

6.8 Neither party is authorized to use the name(s) and/or logo(s) of the other party for publicity and marketing without the written consent of such party.

#### SIGNATURES

Drawn up in two identical original copies,

Place, Date: Geneve, 21/12/04

UNIVERSITY OF GENEVA:

P. Suter

Prof. Peter Suter  
Vice-Rector for Research and Technology Transfer

K. Rose

Prof. Keith Rose

Place, Date: Geneve, 10/01/2005

ATHERIS Laboratories:

R. Stöcklin

Dr. Reto Stöcklin

S. Stöcklin

Sylvie Stöcklin

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

M. Villain

Dr. Matteo Villain

J. Vizzavona

Dr. Jean Vizzavona

## **ANNEX A: PATENT APPLICATIONS RELEVANT TO PATENT RIGHTS**

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

"Covalent Capture Facilitating Purification of Polypeptides" (US 10/258,191 filed on 4/20/2001)

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

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