

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>University of Zurich/Unitecra</td><td>11/15/2005</td></tr><tr><td>Eidgenossische Technische Hochschule Zurich (ETHZ)</td><td>12/05/2005</td></tr></tbody></table>	Name	Execution Date	University of Zurich/Unitecra	11/15/2005	Eidgenossische Technische Hochschule Zurich (ETHZ)	12/05/2005	
Name	Execution Date						
University of Zurich/Unitecra	11/15/2005						
Eidgenossische Technische Hochschule Zurich (ETHZ)	12/05/2005						
RECEIVING PARTY DATA							
Name:	Ecole Polytechnique Federale de Lausanne (EPFL)						
Street Address:	Service des Relations Industrielles (SRI)						
City:	Lausanne						
State/Country:	SWITZERLAND						
Postal Code:	CH-1015						
PROPERTY NUMBERS Total: 1							
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>10246362</td></tr></tbody></table>	Property Type	Number	Application Number:	10246362			
Property Type	Number						
Application Number:	10246362						
CORRESPONDENCE DATA							
Fax Number:	(617)428-7045						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	6174280200						
Email:	patentadministrator@clarkelbing.com						
Correspondent Name:	Kristina Bieker-Brady, Ph.D.						
Address Line 1:	Clark & Elbing LLP						
Address Line 2:	101 Federal St, 15th Floor						
Address Line 4:	Boston, MASSACHUSETTS 02110						
ATTORNEY DOCKET NUMBER:	50368/003002						
NAME OF SUBMITTER:	Kristina Bieker-Brady, Ph.D.						
Total Attachments: 5 source=50368_003002_Assignment_8_14_08#page1.tif source=50368_003002_Assignment_8_14_08#page2.tif							

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IP TRANSFER AGREEMENT

between

Ecole Polytechnique Fédérale de Lausanne (EPFL)
Service des Relations Industrielles (SRI)
CH - 1015 Lausanne, Switzerland,

represented by Gabriel Clerc, Délégué à la Valorisation
hereinafter referred to as "EPFL"

and

University of Zürich / Unitectra
Rämistrasse 71,
CH - 8006 Zürich, Switzerland,

represented by Prof. Dr. A. Borbély, President for Research
hereinafter referred to as "UNIZ"

and

Eidgenössische Technische Hochschule Zürich (ETHZ)
Rämistrasse 101,
CH - 8092 Switzerland,

represented by Prof U. W. Suter, President for Research
hereinafter referred to as "ETHZ"

UNIZ and ETHZ are hereinafter referred to as "the Assignors"

the EPFL and the Assignors are individually and/or collectively hereinafter referred to as
"the Parties"

M. J. Hubbell is a former professor of the ETHZ and the UNIZ and he is co-inventor of the patent applications listed in Annex A (hereinafter "the Applications") presently owned by the Assignors and already managed by the EPFL. As M. J. Hubbell is presently professor at the EPFL and is continuing his research activities in the fields covered by the Applications, ETHZ and UNIZ agree to transfer the title of the Applications to the EPFL and the EPFL is willing to accept such transfer of ownership under the following conditions (hereinafter "the Transfer"):

- 1- From the 1st of October 2005, the EPFL shall be the owner of the Applications and shall take all decisions to prosecute at its own costs, license, transfer and commercialize as it sees fit the Applications and all patents issued thereon.
- 2- The ETHZ and the UNIZ shall provide the EPFL with all the necessary signatures and documents to effectuate the Transfer. External costs and taxes for the formal and administrative title transfer shall be borne by the EPFL.
- 3- In the event the EPFL is commercializing an Application, then it agrees to share its revenues with ETHZ and UNIZ as defined in Annex B.
- 4- In case of net revenues from licenses, the EPFL shall distribute the share among the inventors according to its internal rules, provided that the ETHZ/ UNIZ inventors are informing and updating the SRI about their private address at the following address:

Ecole Polytechnique Fédérale de Lausanne (EPFL)
Service des Relations Industrielles (SRI)
Centre Midi – Station 10
CH – 1015 Lausanne

- 5- In the event the EPFL intends to abandon an Application, then the EPFL shall first offer in a timely manner to transfer such an Application back to UNIZ and ETHZ. Transfer costs shall be borne by the Party/Parties taking over the ownership.
- 6- The EPFL does not make any warranty whatsoever about a possible commercialization of the Applications.
- 7- This Agreement shall be interpreted and construed in accordance with the laws of Switzerland and the place of jurisdiction shall be Lausanne, Switzerland.

Done in three originals:

Ecole Polytechnique Fédérale de Lausanne— (EPFL)

Place: Lausanne

Date: 14. 10. 2005

Clerc
(signature)

Gabriel Clerc, Délégué à la Valorisation, Director SRI

University of Zürich / Unitectra

Place: Zürich

Date: 15. 11. 05

A. Borbély
(signature)

Prof. Dr. A. Borbély, President for Research

Place: Zürich

Date: 15. 11. 05

P. Bless
(signature)

Peter Bless, Director of Administration

Eidgenössische Technische Hochschule Zürich (ETHZ)

Place: Zürich

Date: December 5, 2005

U. W. Suter
(signature)

Prof U. W. Suter, President for Research

ANNEX A

1- Ref EPFL 6.0536 ; Ref ETHZ / UNIZ 111

« *Block copolymers for multifunctional self-assembled systems* » - priority date : 19.10.2001

Appl. nos: AU2002245205; CA2426692; EPO1993367.0; JP2002-555910 ;
MX2003/003390

2- Ref EPFL 6.0538 ; Ref ETHZ / UNIZ 113

« *methods and apparatus for patterning a surface* » - priority date : 18.9.2001

Appl. nos: AU2002331869, CA2460862; EP02768863.9; MX2004 – 002555;
PCT/US02/29562 ; US60/323355, US10/246500

3- Ref EPFL 6.0537 ; Ref ETHZ / UNIZ 114

« *Methods and apparatus for coating surfaces to reduce protein adsorption and cell adhesion and present binding ligands* » - priority date : 18.9.2001

Appl. nos: AU2002343376; CA2460928; EP02780316.2; MX2004/002554;
PCT/US02/29569; US60/323353; US10/246362

4- Ref EPFL 6.0535 ; Ref ETHZ / UNIZ 112

(a) priority application : « *Methods for making agents for binding heparin domains and compositions therefrom* » - priority date: 22.7.2001

Appl. no: US10/201'547

(b) PCT extension: “ *Compositions and methods for use of bioactive agents derived from sulphated and sulfonated amino acids*”

Appl. nos: PCT/US02/23419; US60/306726; AU2002- 354962; CA2454418;
EP02752542.7; JP2003-513315; MX - PA7a/2004/000564

ANNEX B

Cost of assignment to EPFL	Borne by EPFL		
Future external patent and licensing cost	Borne by EPFL		
Initial management fee for EPFL-SRI	5 kCHF (one time payment) per patent licensed for EPFL-SRI upon first returns before reimbursement of any incurred patent cost		
Reimbursement of already incurred external patent costs	<p>- UNIZ/ETHZ waves 50% of its total incurred cost of 180 kCHF (mainly third party's funds of the lab); costs to be reimbursed upon licensing returns to UNIZH/ETHZ = 90 kCHF max if all 4 patent applications are licensed</p> <p>- equal treatment for reimbursement of incurred cost for the parties, in proportion to the amount paid (pro rata reimbursement)</p> <p><u>costs incurred by UNIZ/ETHZ :</u> ETH111 : 45 kCHF; ETH112 : 70 kCHF; ETH113 : 30 kCHF; ETH114 : 35 kCHF</p> <p><u>costs to be reimbursed to UNIZ/ETHZ :</u> ETH111 : 22.5 kCHF; ETH112 : 35 kCHF ETH113 : 15 kCHF ETH114 : 17.5 kCHF</p>		
Licenses : Distribution of net income after reimbursement of patent costs	Patent costs of EPFL < Y ^(*) kCHF Without additional EPFL IP	Patent costs of EPFL < Y ^(*) kCHF With add. EPFL IP	Patent costs of EPFL > Y ^(*) kCHF With additional EPFL IP
Share Inventors	33%	33%	33%
Share EPFL	25%	37%	45%
Share ETHZ /UNIZ	42%	30%	22%
<p>(*) Y = costs incurred by UNIZ/ETHZ for the case(s) licensed max 180 kCHF if the four patents are licensed together</p> <p>for ex. if ETH112 is licensed alone, Y = 70 kCHF for ex. if ETH111, 113 and 114 are licensed together, Y = 110 kCHF</p>			

Notes:

- actions sequence upon returns: a) initial management fee for EPFL- SRI, b) pro rata patent cost reimbursement, c) inventors / institution split
- each institution is responsible for remunerating their labs according to internal rules