## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
lwan Zein	12/23/2004

### **RECEIVING PARTY DATA**

Name:	National University of Singapore	
Street Address:	10 Kent Ridge Crescent	
City:	Singapore	
State/Country:	SINGAPORE	
Postal Code:	119260	

Name:	Temasek Polytechnic	
Street Address:	21 Tampines Avenue 1	
City:	Singapore	
State/Country:	SINGAPORE	
Postal Code:	529757	

#### PROPERTY NUMBERS Total: 2

Property Type	Number	
Application Number:	10828467	
Application Number:	10828477	

## **CORRESPONDENCE DATA**

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PATENT

REEL: 024224 FRAME: 0338

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ATTORNEY DOCKET NUMBER:	4459.1006-000 & 001	
NAME OF SUBMITTER:	Jane Morgan	
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PATENT REEL: 024224 FRAME: 0339

December, D.L.

THIS ASSIGNMENT is made the 23<sup>rd</sup> day of November, 2004 between Iwan ZEIN of Blk 867A Tampines St. 83 #04-257 Singapore 521867, (hereinafter referred to as "the Assignor") of the one part and 1) the NATIONAL UNIVERSITY OF SINGAPORE of No. 10 Kent Ridge Crescent, Singapore 119260 and 2) TEMASEK POLYTECHNIC of 21 Tampines Avenue 1 Singapore 529757 (hereinafter referred to as "the Assignee") of the other part.

#### WHEREAS:-

- 1. The Assignor is a co-inventor of the invention entitled "Three Dimensional bioresorbable scaffold for tissue engineering applications" ("the Invention") and all intellectual property rights thereto ("the IPR").
- A US patent Application has been filed in respect of the Invention under Patent Application No: 09/ 957,407 having a filing date of 20<sup>th</sup> September 2001 resulting in the grant of US Patent No. 6,730,252, and two Divisional applications based thereon, filed on April 20, 2004 ("the Applications").
- The Assignor has agreed to assign all his rights, title and interests in and to the Invention, IPR and the Application to the Assignee to be held by the Assignee on the terms and conditions hereinafter mentioned.

#### NOW IT IS HEREBY AGREED as follows:

In consideration of the Assignee's covenants and undertakings contained herein and the payment of the sum of \$1/- (Singapore One Dollar) by the Assignee to the Assignor, the sufficiency and receipt of which is hereby acknowledged by the Assignor:-

- 1. The Assignor hereby ASSIGNS absolutely to the Assignee free from encumbrances:-
  - 1.1 all the rights title and interest in and to the Invention, IPR and the Application, and all patents granted thereon together with all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of the Application prior to the date hereof; and
  - 1.2 the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the inventions claimed in the Application including the right to claim priority therefrom.
- 2. The Assignor further covenants that, at the request and cost of the Assignee, he will at all times hereafter do all such acts and execute all such documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignees hereunder.
- 3. The Assignor agrees to forthwith:-

- inform the Assignee of all technical information concerning the Invention and IPR; and
- 3.2 supply the Assignee with any documents or drawings relevant to the Invention which are in the possession, custody and control of the Assignor.
- 4. The Assignor hereby agrees to assign to the Assignee any improvement which he may create or develop at any time after the date of this Assignment whilst under the employment of the assignee. For the purposes of this Assignment, "Improvement" shall mean any discovery or invention whether patentable or not, which may be used with the Invention and IPR and which would make it cheaper, more effective, more useful, more valuable or which would in any way render the Invention more preferable in commerce.
- 5. The Assignor warrants that:
  - 5.1 the Assignor has not knowingly done or omitted to do and is not aware of any act that will prevent a patent from being granted;
  - 5.2 the Assignor has neither by deliberate act nor omission caused or permitted anything which may cause a patent to lapse prematurely or to be the subject of a compulsory licence;
  - 5.3 the Assignor will not disclose or assist others to disclose any information concerning improvements to the Invention not covered by the Application except with the consent in writing of the Assignee; and
  - 5.4 the Assignor will keep the Assignee fully indemnified against all actions, claims, proceedings, costs and damages (including any damages or compensation paid by the Assignee on the advice of its legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of the above warranties or out of any claim by a third party based on any facts which if substantiated would constitute such a breach.
- 6. This Assignment may not be modified except by an instrument in writing signed by both parties or their duly authorised representatives.
- 7. The failure by either party to enforce at any time or for any period, any one or more of the terms or conditions of this Assignment, shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Assignment.
- 8. This Assignment contains the whole agreement between the parties in respect of the above Invention and IPR and supersedes any prior written or oral agreement between them relating to it and the parties confirm that they have

not entered into this Assignment on the basis of any representations that are not expressly incorporated in it.

- 9. This Agreement shall be governed by the laws of the Republic of Singapore in every particular including the formation and interpretation thereof. The parties agree to submit to the jurisdiction of the Supreme Court of the Republic of Singapore.
- 10. This Assignment shall be subjected to the Employment Contract of NUS.
  <and in accordance to Rules Relating to Inventions, and Other Works (RI-20000901>

IN WITNESS WHEREOF the parties hereto have executed this Assignment the day and year first above written.

SIGNED by IWAN ZEIN <Name of Inventor>

In the presence of:<Name of Witness>

SIGNED by Dr Peter Saunders for and on behalf of the National University of Singapore

In the presence of:<Name of INTRO Officer>

SIGNED by <Name of Signatory> for and on behalf of Temasek Polytechnic

In the presence of:<Name of Witness>

Aran gan

WONG KAH FUNG

S. SURESH CHAWORAN.

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