

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/14/2006

**CONVEYING PARTY DATA**

Name	Execution Date
BEAT ALBERT IMHOF	12/14/2006
MICHEL AURRAND-LIONS	12/14/2006

**RECEIVING PARTY DATA**

Name:	LABORATOIRES SERONO S.A.
Street Address:	ZONE INDUSTRIELLE DE L'OURIETTAZ
City:	AUBONNE
State/Country:	SWITZERLAND
Postal Code:	1170

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	12608029

**CORRESPONDENCE DATA**

Fax Number: (352)372-5800  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3523758100  
 Email: fce@slepatents.com  
 Correspondent Name: FRANK C. EISENSCHENK, PH.D.  
 Address Line 1: P.O. BOX 142950  
 Address Line 4: GAINESVILLE, FLORIDA 32614-2950

ATTORNEY DOCKET NUMBER:	SER.108D1
NAME OF SUBMITTER:	FRANK C. EISESNCHENK, PH.D.

Total Attachments: 6  
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**PATENT**  
**REEL: 025652 FRAME: 0736**

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## CONFIRMATORY ACKNOWLEDGEMENT, ASSIGNMENT AND UNDERTAKING AGREEMENT

THIS AGREEMENT is made the 14.12.2006 between

- (1) Beat Albert Imhof ("the Inventor 1");  
28, chemin des Bougeries  
CH-1233 Conches  
Switzerland
- (2) Michel Aurrand-Lions ("the Inventor 2");  
8, rue Pierre Fatio  
CH-1204 Geneva  
Switzerland
- (3) University of Geneva ("the University")  
24, rue du Général Dufour,  
CH-1211 Geneva 4  
Switzerland
- (4) Laboratoires Serono S.A. ("LSA")  
Zone Industrielle de l'Ourietaz  
1170 Aubonne  
Switzerland

### WHEREAS

(A) The Inventor 1 and the Inventor 2 are the inventors ("the Inventors") of the invention claimed in EP patent application 99.200746.8 identified by Serono reference number 1076 ("the Invention 1076") and of the invention claimed in US patent application serial no. 10/738,123 and EP patent application 03026629.0 together identified by Serono reference number 1077 ("the Invention 1077"). The Invention 1076 and the Invention 1077 are collectively called hereinafter "the Inventions".

(B) The Inventions were made during the course of the Inventors' activities at the University.

(C) The patent applications identified in Annex A are directed to subject matter claimed in Invention 1076 and the patent applications identified in Annex B are directed to subject matter claimed in Invention 1077. The patent applications identified in Annex A and in Annex B are collectively called hereinafter "the Applications".

(E) A deposit of a cell culture named 13H33 was made under the Budapest Treaty with the Deutsche Sammlung von Mikroorganismen und Zellkulturen GmbH (DSMZ) under the accession no. DSM ACC2622 on 22 October 2003 by the Inventors in the name of the Centre Médical Universitaire, which Centre Médical Universitaire is a part of the University ("the Deposit"). The Deposit pertains to Invention 1077.

(F) University had entered into, and the Inventors have given their irrevocable consent to, a "Cooperative Research and Development Agreement" and an "Assignment Agreement" with RMF Dictagene S.A. („Dictagene“) located at Chalet-à-Gobet, Vullette 4, CH-1000 Lausanne 25, both dated 18 October 2000. Said agreements are collectively referred to hereinafter as the "Prior Agreements" and have been disclosed to LSA. According to the Assignment Agreement, University has assigned to Dictagene its rights to all patent applications and resulting patents being directed to Invention 1076. Moreover University has agreed to include in its assignment, additional patent rights linked to specific improvements made during the execution of the Cooperative Research and Development Agreement directed to Invention 1077.

(G) The Inventors have assigned to Dictagene their rights to US patent application serial no. 09/524,531 and to US patent application serial no. 10/738,123 and their rights to patent applications and resulting patents being directed to the Invention 1077 in the United States and all foreign countries as well as all continuations, divisions, reissues and substitutes of US 10/738,123, together with the right to claim priority under the Paris Convention.

(H) Dictagene went bankrupt in 2005. Dictagene after bankruptcy was represented by the Office for Bankruptcies of the District of Lausanne, having a place of business at Office des Faillites de l'Arrondissement de Lausanne, Chemin du Trabandan 28, 1014 Lausanne, Switzerland ("the Office").

(I) LSA purchased from Dictagene as represented by the Office all rights to the patent applications and resulting patents being directed to the Inventions according to the minutes of the sale of transferable assets, claims and other rights in the matter of bankruptcy of RMF Dictagene S.A. (Bankruptcy No. 0606-2004) issued by the Office on 12 May 2005 ("the Purchase Agreement").

(J) It is the wish and intention of all the parties hereto that:

- (i) the Applications and the Deposit shall continue in the name of LSA;
- (ii) any patent application or like application filed in any country or territory and claiming substantially the same subject matter to the extent the claims are directed to subject matter claimed in the Inventions (whether or not claiming priority from the Applications under the Paris Convention or any other patent treaty, law or convention and including all divisional applications, applications for patents of addition, continuation applications, continuation-in-part applications, applications for re-issue national applications, regional applications and international applications) ("Corresponding Application(s)") shall be in the name of and shall vest in LSA; and
- (iii) any patent granted on the Applications or on any Corresponding Application(s) shall be in the name of and shall vest in LSA.

NOW THIS AGREEMENT WITNESSETH:

1. UNIVERSITY ACKNOWLEDGES that by virtue of the Prior Agreements DICTAGENE has been the exclusive owner of all University's rights to the Applications.

2. University is not aware of any third party claim of ownership to the Inventions.
3. Insofar as the rights to the Deposit and the Applications have already passed by operation of law and/or by virtue of the Prior Agreements and/or by virtue of the Purchase Agreement or otherwise howsoever to LSA, now in consideration of the sum of one United States dollar (US\$1.00) or any other appropriate consideration, receipt whereof the UNIVERSITY hereby acknowledges, the UNIVERSITY HEREBY ASSIGNS to LSA:

- (i) the Deposit;
- (ii) the Applications, the benefit of the Applications, all right, title and interest therein (including the right to make Corresponding Application(s) and obtain patents or like forms of protection for the Inventions in any country or territory of the world together with the right to claim priority of the Applications under the Paris Convention or any other patent treaty, law or convention) and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom free from all encumbrances to the intent that any patent granted pursuant to the Applications or to any Corresponding Application(s) shall be in the name of and vested in LSA; and

TO HOLD unto LSA absolutely:

4. Insofar as the rights in the Deposit and the Applications may still be vested in the Inventors, now in consideration of the sum of one United States dollar (US\$1.00) or any other appropriate consideration, receipt whereof THE INVENTORS hereby acknowledge, THE INVENTORS HEREBY ASSIGN to LSA:

- (i) the Deposit;
- (ii) the Applications, the benefit of the Applications, all right, title and interest therein (including the right to make Corresponding Application(s) and obtain patents or like forms of protection for the Inventions in any country or territory of the world together with the right to claim priority of the Applications under the International Convention or any other patent treaty, law or convention) and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom free from all encumbrances to the intent that any patent granted pursuant to the Applications or to any Corresponding Application(s) shall be in the name of and vested in LSA; and

TO HOLD unto LSA absolutely:

5. LSA HEREBY ACCEPTS all that is transferred to it under this Agreement.
6. LSA HEREBY GRANTS to University the right to use the Inventions for its own non-commercial research and teaching purposes.
7. LSA SHALL INDEMNIFY, DEFEND AND HOLD University harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, except to the extent such claims are due to the gross negligence of University, and including legal expenses and reasonable attorneys' fees, arising out of the death of or injury to any person or persons or out of any damage to property, or resulting from the commercialization of the Inventions by LSA, its successors, assigns, nominees and/or its licensees or sublicensees. In no event

shall University, as a result of the commercialization of the Inventions by LSA, its successors, assigns, nominees and/or its licensees or sublicensees, be liable for incidents or consequential damages of any kind, including economic damage or injury to property and lost profits, regardless of whether University shall be advised, shall have other reason to know, or in fact shall know of the possibility. However, University represents that it is not aware of any legal proceedings relating to the above.

8. UNIVERSITY MAKES no further representations and extend no warranties of any kind, warranties of merchantability, fitness for a particular purpose, validity of patent rights claims, issued or pending, and the absence of latent or other defects, whether or not discoverable. Nothing in this agreement shall be construed as representation made or warranty given by University that the practice by LSA of the assignment granted hereunder shall not infringe the rights of any third party.

9. EACH OF THE INVENTORS, THE UNIVERSITY AND LSA HEREBY UNDERTAKES to do or have done as and when reasonably required by LSA or its nominee as LSA shall direct and at the expense of LSA any and all acts and things including the execution of documents necessary or expedient for perfecting the assignments contained herein and/or for giving effect to the wishes and intentions of the parties hereto;

10. IN THE EVENT THAT ANY OF THE TERMS OF THIS AGREEMENT is held to be invalid, the remainder of the terms shall continue in full force and effect.

11. THIS AGREEMENT SHALL BE CONSTRUED in all respects in accordance with the law of Switzerland. The place of jurisdiction shall be Geneva.

IN WITNESS whereof the parties have caused this agreement to be duly executed on the day and year first written above.

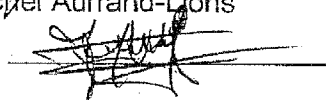
Signed by: Beat Albert Imhof

Signature :

  
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Signed by: Michel Aurrand-Lions

Signature :

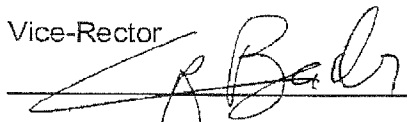
  
\_\_\_\_\_

Signed for and on behalf of the University

By: Name: Charles Bader

Title: Vice-Rector

Signature:

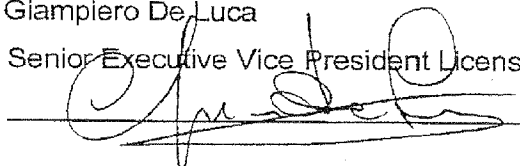
  
\_\_\_\_\_

Signed for and on behalf of LSA

By: Name: Giampiero De Luca

Title: Senior Executive Vice President Licensing and Intellectual Property

Signature:

  
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## Annex A

Country code	Application number	Filing date	Comments
AU	41051/00	13/03/2000	National phase of PCT/EP00/02219
AU	2005202246	08/06/2005	Divisional application of AU 41051/00
BR	PI0008915-0	13/03/2000	National phase of PCT/EP00/02219
CA	2,362,896	13/03/2000	National phase of PCT/EP00/02219
CN	00806320.6	13/03/2000	National phase of PCT/EP00/02219
CN	20041009527.5	22/11/2004	Divisional application of CN 00806320.6
CZ	20013267	13/03/2000	National phase of PCT/EP00/02219
EE	P200100472	13/03/2000	National phase of PCT/EP00/02219
EP	99200746.8	11/03/1999	Priority application
EP	00920497.5	13/03/2000	Regional phase of PCT/EP00/02219
HK	05107275.6	22/08/2005	extension of CN 20041009527.5
HK	02104558.4	19/06/2002	extension of EP 00920497.5
HU	P020606	13/03/2000	National phase of PCT/EP00/02219
IL	145310	13/03/2000	National phase of PCT/EP00/02219
IN	IN/PCT/2001/01227/CHE	13/03/2000	National phase of PCT/EP00/02219
IS	6072	13/03/2000	National phase of PCT/EP00/02219
JP	2000603370	13/03/2000	National phase of PCT/EP00/02219
MX	PA/a/2001/009110	13/03/2000	National phase of PCT/EP00/02219
NO	2001-4417	13/03/2000	National phase of PCT/EP00/02219
NZ	514091	13/03/2000	National phase of PCT/EP00/02219
PL	P-350417	13/03/2000	National phase of PCT/EP00/02219
RU	2001127668	13/03/2000	National phase of PCT/EP00/02219
SG	200105603-5	13/03/2000	National phase of PCT/EP00/02219
US	09/524,531	13/03/2000	National phase of PCT/EP00/02219
US	11/025,834	30/12/2004	Continuation application of US 09/524,531
WO	PCT/EP00/02219	13/03/2000	
ZA	2001/7283	13/03/2000	National phase of PCT/EP00/02219

## Annex B

Country code	Application number	Filing date	Comments
AU	2004291989	19/11/2004	National phase of PCT/EP2004/013247
BA	BAP062428A	19/11/2004	National phase of PCT/EP2004/013247
BR	PI0415541-6	19/11/2004	National phase of PCT/EP2004/013247
CA	2,546,406	19/11/2004	National phase of PCT/EP2004/013247
CN	200480034030.9	19/11/2004	National phase of PCT/EP2004/013247
EA	200600995	19/11/2004	National phase of PCT/EP2004/013247
EP	04798043.8	19/11/2004	Regional phase of PCT/EP2004/013247
EP	03026629.0	19/11/2003	Priority application
HK	not yet assigned		extension of CN 200480034030.9
IL	175686	19/11/2004	National phase of PCT/EP2004/013247
IN	1760/CHENP/2006	19/11/2004	National phase of PCT/EP2004/013247
JP	2006-540362	19/11/2004	National phase of PCT/EP2004/013247
KR	10-2006-7009463	19/11/2004	National phase of PCT/EP2004/013247
MX	PA/a/2006/005523	19/11/2004	National phase of PCT/EP2004/013247
NO	20062793	19/11/2004	National phase of PCT/EP2004/013247
SG	not yet assigned	19/11/2004	National phase of PCT/EP2004/013247
UA	200606752	19/11/2004	National phase of PCT/EP2004/013247
US	10/579,105	19/11/2004	National phase of PCT/EP2004/013247
US	10/738,123	18/12/2003	Priority application
WO	PCT/EP2004/013247	19/11/2004	
ZA	2006/03069	19/11/2004	National phase of PCT/EP2004/013247