

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bayer Schering Pharma Aktiengesellschaft	03/05/2010
RECEIVING PARTY DATA	
Name:	PerkinElmer BioSignal, Inc
Street Address:	1744 William Street, Suite 600
City:	Montreal, Quebec
State/Country:	CANADA
Postal Code:	H3J 1R4
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09899532
CORRESPONDENCE DATA	
Fax Number:	(781)663-5968
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7816635789
Email:	kevin.oliver@perkinelmer.com
Correspondent Name:	Pamela M Guy
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Address Line 4:	Waltham, MASSACHUSETTS 02451-1457
ATTORNEY DOCKET NUMBER:	09/899,532
NAME OF SUBMITTER:	PAMELA M GUY
Total Attachments: 6 source=BSP Assignment_09899532#page1.tif source=BSP Assignment_09899532#page2.tif source=BSP Assignment_09899532#page3.tif source=BSP Assignment_09899532#page4.tif source=BSP Assignment_09899532#page5.tif source=BSP Assignment_09899532#page6.tif	

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ASSIGNMENT AGREEMENT

between

Bayer Schering Pharma Aktiengesellschaft
Müllerstrasse 178
13353 Berlin
Germany
(hereinafter referred to as "BSP")

and

PerkinElmer BioSignal, Inc.
1744 William Street, Suite 600
Montreal, Quebec
H3J 1R4 Canada

(hereinafter referred to as "PerkinElmer")

March 9, 2010

Whereas, BSP has ownership of a granted patent (as defined below) related to the polynucleotide of a neuropeptide Y-like GPCR and methods of producing a corresponding polypeptide;

whereas, PerkinElmer is interested in assuming sole ownership of this patent; and

whereas, BSP is prepared to assign to PerkinElmer such patent.

Now, therefore, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article 1 - Definitions

The following terms shall have the following meanings as used in this Agreement:

- 1.1 **"Affiliate"** of a Party shall mean any corporation or other business entity which is directly or indirectly controlling, controlled by, or under common control with such Party hereto for so long as such control exists. For the purposes of this Section 1.1, "control" shall mean the direct or indirect ownership of at least fifty percent (50%) of the outstanding shares or voting interest in such corporation or other entity having the power to vote or direct the affairs of the entity. If the laws of the jurisdiction in which such entity operates prohibit ownership by a Party of at least fifty (50%), "control" shall be deemed to exist at the maximum level of ownership allowed by such jurisdiction.
- 1.2 **"Agreement"** shall mean this assignment agreement.
- 1.3 **"Effective Date"** shall mean the date of the execution of this Agreement, which is the date set forth above.
- 1.4 **"Patent"** shall mean BSP's U.S. patent claiming a polynucleotide of a neuropeptide Y-like GPCR and methods of producing a corresponding polypeptide having the application number 09/899,532 with the USPTO filed July 6, 2001 and having the patent number US 6,927,041.
- 1.5 **"Party"** shall mean BSP or PerkinElmer, as applicable from the context. **"Parties"** shall mean BSP and PerkinElmer, as applicable from the context. References in this Agreement to "the Parties" shall include their respective Affiliates, directors, officers, employees, agents and consultants.
- 1.6 **"Third-Party"** shall mean any party other than BSP or PerkinElmer or their respective Affiliates.

Article 2 - Patent Assignment

- 2.1 Subject to the provisions of Sections 3.1 and 4.1, BSP hereby sells, assigns and transfers to PerkinElmer the entire ownership, right, title and interest, including the right to enforce the Patent against past and future infringement, of BSP in and to the Patent, and PerkinElmer does herewith accept such assignment. BSP hereby authorizes and requests the Commissioner or Director of Patents and Trademarks of the United States to assign the patent to PerkinElmer, its successors and assigns, in accordance with this Agreement.
- 2.2 BSP shall cooperate with and reasonably assist PerkinElmer in relation to PerkinElmer's registration as the new owner of the Patent in the registers of the respective patent office. BSP shall provide PerkinElmer, at no cost to PerkinElmer,

with all documents necessary for PerkinElmer's registration and shall make all signatures relating thereto.

- 2.3 After the Effective Date of this Agreement, PerkinElmer shall promptly apply for its registration as the new owner of the Patent and shall solely be responsible, at PerkinElmer's cost and sole discretion to register, to maintain and to defend the Patent.

Article 3 - Payment

- 3.1 In consideration of the assignment and transfer of the Patent according to Art. 2, PerkinElmer shall pay to BSP [REDACTED] (\$[REDACTED]) which is a one-time payment to be made within thirty (30) days after the receipt of BSP's invoice. BSP acknowledges that this payment is full and complete compensation for all rights granted to PerkinElmer under this Agreement, and that neither PerkinElmer nor its Affiliates or sublicensees shall be required to make any other consideration to BSP with respect to the assignment hereunder, except as set forth in section 4.1.

Article 4 - Grant of Rights to BSP and its Affiliate

- 4.1 PerkinElmer hereby grants to BSP and its Affiliates, and BSP hereby accepts from PerkinElmer, a royalty-free, non-exclusive, non-sublicensable license, under the Patent, for internal research and development purposes only. [REDACTED]

Article 5 - Representations and Warranties

- 5.1 PerkinElmer represents and warrants that:
- (i) the execution and performance of this Agreement is within the corporate power of PerkinElmer and has been duly authorized by all necessary corporate action.
- 5.2 BSP represents and warrants that:
- (i) the execution and performance of this Agreement is within the corporate power of BSP and has been duly authorized by all necessary corporate action;
 - (ii) it has sole title to the Patent and the unrestricted right to assign to PerkinElmer the Patent;
 - (iii) as of the Effective Date there are no written claims or demands of any Third-Party to the Patent, and no proceedings have been instituted or are pending or threatened which challenge the validity or enforceability of the Patent, or the ownership right of BSP with respect to the Patent;

- 5.3 BSP does not represent and warrant that the Patent is or will be legally valid; that practicing the inventions claimed in the Patent does not or will not infringe proprietary rights of Third Parties; or that the subject-matter of the Patent can be developed into marketable products or can be otherwise used economically.
- 5.4 PerkinElmer does not represent or warrant that BSP's or its Affiliates' use of the Patent in accordance with the license of Article 4 will not infringe proprietary rights of Third Parties. THE LICENSE GRANTED IN ARTICLE 4 IS PROVIDED "AS IS" AND WITHOUT REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DOES NOT INCLUDE ANY IMPLIED WARRANTY OF MERCHANTABILITY, DESIGN, OR FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

Article 6 - Liability

Article 7 - Term and Termination

Article 8 - Miscellaneous

- 8.1 **Force Majeure.** Neither Party shall lose any rights hereunder or be liable to the other Party for damages or losses on account of failure of performance by the defaulting Party if the failure is occasioned by government action, war, fire,

earthquake, explosion, flood, strike, lockout, embargo, act of God, or any other similar or dissimilar cause beyond the control of the defaulting Party, provided that the Party claiming force majeure has exerted all reasonable efforts to avoid or remedy such force majeure.

- 8.2 **Headings.** Headings used herein are for convenience only and shall not in any way affect the construction of or be taken into consideration in interpreting this Agreement. The Recitals and Annexes to this Agreement constitute an integral part of this Agreement. In the event of any conflict or inconsistency between any of the terms and conditions of this Agreement, the conflict or inconsistency shall be resolved according to the following order or priority: The Sections of the Agreement, the Annexes and the Recitals. References to "including" shall mean "including but not limited to."
- 8.3 **No Waiver.** The waiver from time to time by either of the Parties of any of their rights or their failure to exercise any remedy shall not operate or be construed as a continuing waiver of same or of any other of such Party's rights or remedies provided in this Agreement or excuse a similar subsequent failure to perform any such term or condition. Neither Party may waive or release any of its rights or interests in this Agreement except in writing.
- 8.4 **Invalidity of Provisions / Severability.** If any term, covenant or condition of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be held to be invalid or unenforceable, then (i) the remainder of this Agreement, or the application of such term, covenant or condition to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; and (ii) the Parties hereto covenant and agree to renegotiate any such term, covenant or application thereof in good faith in order to provide a reasonably acceptable alternative to the term, covenant or condition of this Agreement or the application thereof that is invalid or unenforceable, it being the intent of the Parties that the basic purposes of this Agreement are to be effectuated.
- 8.5 **Governing Law.** This Agreement and any dispute arising from the performance or breach hereof shall be governed by and construed and enforced in accordance with the laws of Germany.

- 8.6 **Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement in duplicate originals by their duly authorized representatives as of the date and year first above written.

Bayer Schering Pharma AG

Date: 2010-03-05

By: ppu Wild

Name: Professor Dr. Hanno Wild
Title: Head GDD LGO

Date: March 1, 2010

By: [Signature]

Name: Dr. Ferdinand Köhler
Title: Law and Patents

PerkinElmer BioSignal, Inc.

Date: March 15, 2010

By: [Signature]

Name: LUC MENARD, Ph. D.
Title: PRESIDENT