

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Transfer of Rights Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Universitätsklinikum Hamburg-Eppendorf	01/09/2013
RECEIVING PARTY DATA	
Name:	Centre Hospitalier Universitaire de Montpellier
Street Address:	191 avenue du Doyen Gaston Giraud
Internal Address:	cedex 5
City:	Montpellier
State/Country:	FRANCE
Postal Code:	34295
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12439744
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	14920-3
NAME OF SUBMITTER:	Heidi A. Dare
Signature:	/had/
Date:	07/30/2013
Total Attachments: 3 source=14920-3 Transfer of Rights Agreement#page1.tif source=14920-3 Transfer of Rights Agreement#page2.tif source=14920-3 Transfer of Rights Agreement#page3.tif	

CH \$40.00 12439744

Transfer of Rights Agreement

The parties to this Agreement are:

Universitätsklinikum Hamburg-Eppendorf, with offices at Martinistraße 52, D-20246 Hamburg, Germany, represented by its Board of Directors hereafter referred to as "**UKE**"

AND

The **Centre Hospitalier Universitaire de Montpellier**, with offices at 191 avenue du Doyen Gaston Giraud - 34295 Montpellier cedex 5, France, represented by its General Director Mr. Philippe DOMY hereafter referred to as "**CHU**"

UKE and **CHU** may hereinafter individually be referred to as a "**PARTY**", or collectively as "**PARTIES**".

Whereas

- The Parties have participated (UKE as coordinator; CHRU as contractor) in a contract, signed with the European Commission in November 2005 (Specific Targeted Research Project *LSHC-CT-2005-018911* Contract No 018911) (hereafter referred to as the "contract") for the implementation of the so called DISMAL project (hereafter referred to as "Study").
- In the course of the Study, UKE and CHU jointly developed patentable knowledge, which led to the filing of US patent application N°60/842,902 (Priority Date on September 7, 2006, International Filing Date on September 4, 2007) (the "Patent application"). In order to best fulfil the mutual desire of UKE and the CHU to rapidly commercialize their joint invention as defined by said patent application, the Parties have agreed to establish the present transfer of rights (hereafter referred to as "Agreement") to define the modalities and future responsibilities relative to patent filing, prosecution, maintenance and commercialization, regarding the transfer of the 30% UKE share of property to CHU.
- CHU is a public establishment providing health services, willing to acquire the UKE share of property of the UKE-PATENT, with the goal of using this right commercially in all aspects with the clear purpose of supporting the development of the technology.

THEREFORE, the Parties hereto have agreed as follows:

**Transfer of
Rights:**

With fulfillment of the transfer of rights CHU acquires the following rights and duties:

- Full ownership of all patents and patent applications stem from the priority US Patent application aforementioned (notably the European patent n° EP2064552, the corresponding national patents, and the US patent application n° US 2010/0184083)
- Full freedom to commercialize
- Full responsibility for patent filing, prosecution and maintenance

The parties will agree on the transfer of the patent files to a patent attorney of CHU choice. Alternatively CHU can leave the patent procedure with the actual patent attorney and will be indicated at fulfillment of the transfer of rights as partner to the same.

Confidentiality: The PARTIES hereto mutually undertake to treat all information, which the PARTIES exchange among each other under this agreement in strict secrecy and to take all precautionary measures to prevent third parties from obtaining knowledge of said information. The PARTIES hereto shall disclose said information only to those of their members and associates who are under obligation to maintain strict secrecy. The duty to observe secrecy and confidentiality of information shall not apply to information which is shown to

- have been known by the receiving party prior to receiving said information, or
- have been of general public knowledge at the date of reception, or which becomes publicly accessible later without infringement of the duties agreed herein, or
- have been independently worked out by the receiving party or has been lawfully obtained from third parties.

Effective date: This Agreement shall come into force at full signature.
The Transfer or Rights comes into effect at full signature and effective payment of the Transfer Fee.

This Agreement shall be governed by and construed in accordance with French law.

Other issues: In case of one or several of the provisions of this agreement being or becoming invalid for whatever reasons, this shall not affect the validity of the remaining provisions mentioned herein. The PARTIES agree to replace the invalid provision by new and valid ones which should be as close as possible in meaning and intent to the original purpose of the contract and to implement this replacement as soon as possible.

Jurisdiction/

Applicable law: Place of Venue is Montpellier, France. The Agreement will be governed by French law.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

This Agreement is made in two (2) original copies.

UKE
Universität Hamburg
Universitätsklinikum Hamburg-Eppendorf
Medizinische Fakultät
- Dekan -
Administrative 57 20246 Hamburg

Name: *MARSCHALL*

Function: *in-house lawyer*

Date: *09/01/13*

CHU
Le Directeur Général,
Le Directeur Général Adjoint

Rodolphe BOURRET

Name:

Function:

Date:

20/12/12

