# PATENT ASSIGNMENT

# Electronic Version v1.1

Stylesheet Version v1.1

NATURE OF CONVEYANCE: ASSIGNMENT  CONVEYING PARTY DATA           Name       Execution Date         CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS)       12/23/2005         RECEIVING PARTY DATA       12/23/2005         RECEIVING PARTY DATA       12/23/2005         Name:       CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS)         Street Address:       3, RUE MICHEL ANGE         City:       PARIS CEDEX 16         State/Country:       FRANCE         Postal Code:       75794         Name:       UNIVERSITY OF PIERRE AND MARIE CURIE (PARIS 6)         Street Address:       4 PLACE JUSSIEU         City:       PARIS CEDEX 05         State/Country:       FRANCE         Postal Code:       75252         Name:       UNIVERSITY OF RENNES 1         Street Address:       2 RUE DU THABOR         Internal Address:       C 4 6610         City:       RENNES CEDEX         State/Country:       FRANCE         Postal Code:       36065         Name:       UNIVERSITY OF LLEIDA         Name:       UNIVERSITY OF LLEIDA         State/Country:       SPAIN         Postal Code:       SPAIN         Postal Code:       SPAIN         Postal Code:	SUBMISSION TYPE	E:	NEW ASSIGNMENT			
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Street Address:	6, STREET C	OF CHR. LADA				
City:	ATHENS					
State/Country:	GREECE					
Postal Code:	10561					
PROPERTY NUMBERS Total: 1						
Property Type		Number				
Application Number: 1208		12086984				
CORRESPONDENCE DATA						
Fax Number:7038164100Correspondence will be set via US Mail when the fax attempt is unsuccessful.Phone:7038164000Email:pp@nixonvan.comCorrespondent Name:B. J. SADOFFAddress Line 1:901 NORTH GLEBE ROADAddress Line 2:11TH FLOORAddress Line 4:ARLINGTON, VIRGINIA 22203						
ATTORNEY DOCKET NUMBER:		BJS-1721-172				
NAME OF SUBMITTER:		B. J. Sadoff				
Signature:		/B. J. Sadoff/				
Date:		08/15/2013				
Total Attachments: 16 source=1721-172-redacted-Assignment-Agreement#page1.tif source=1721-172-redacted-Assignment-Agreement#page2.tif source=1721-172-redacted-Assignment-Agreement#page3.tif source=1721-172-redacted-Assignment-Agreement#page5.tif source=1721-172-redacted-Assignment-Agreement#page6.tif source=1721-172-redacted-Assignment-Agreement#page7.tif source=1721-172-redacted-Assignment-Agreement#page8.tif source=1721-172-redacted-Assignment-Agreement#page8.tif source=1721-172-redacted-Assignment-Agreement#page9.tif source=1721-172-redacted-Assignment-Agreement#page10.tif source=1721-172-redacted-Assignment-Agreement#page11.tif source=1721-172-redacted-Assignment-Agreement#page12.tif source=1721-172-redacted-Assignment-Agreement#page13.tif source=1721-172-redacted-Assignment-Agreement#page14.tif source=1721-172-redacted-Assignment-Agreement#page15.tif source=1721-172-redacted-Assignment-Agreement#page15.tif						

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# PATENTS JOINT OWNERSHIP AGREEMENT N° L07092

#### **BY AND BETWEEN**

1°) The CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE, a scientific and technological public establishment, with registered offices at 3, rue Michel Ange - 75794 PARIS Cedex 16 - FRANCE, whose intracommunity VAT number is FR40180089013, SIRET number is 180089013 03720, APE code is 731Z, represented by its General Manager, Mr. Arnold MIGUS, hereinafter referred to as "CNRS",

#### **ON FIRST HAND**

#### AND

2°) The UNIVERSITY OF PIERRE AND MARIE CURIE (PARIS 6), a public establishment of scientific and technological nature, located at 4 place Jussieu, 75252 PARIS Cedex 05, whose SIRET number is 19751722000012, APE code is 803Z, represented by its President, Mr. Jean-Charles POMEROL, hereinafter referred to as the "UPMC",

#### **ON SECOND HAND**

The CNRS and the UPMC acting on their own name and on behalf of the laboratory "Mer et santé", UMR 7150 CNRS, located at Station biologique, Place Georges Teissier - BP 74 - 29682 ROSCOFF CEDEX, directed by Mr. Serge THOMAS, hereinafter referred to as the **« LABORATORY »**,

#### AND

3°) The UNIVERSITY OF RENNES 1, public establishment of scientific and technological nature, having its registered offices at 2 rue du Thabor - CS 46510 -35065 RENNES cedex, whose intracommunity VAT number is FR 70 193509361, SIRET number is 19350936100013, APE code is 803Z represented by its President, Mr. Bertrand FORTIN, hereinafter referred to as "RENNES I",

**ON THIRD HAND** 

#### AND

4°) The UNIVERSITY OF LLEIDA, a public establishment of scientific and technological nature, having its registered offices at Plaza Victor Siurana, 1 - E-25003 LLEIDA - SPAIN, whose intracommunity VAT number is Q7550001G, represented by its President Dr. Joan VINAS SALAS, hereinafter referred to as "UNIVERSITY OF LLEIDA",

#### **ON FOURTH HAND**

PATENT 77 REEL: 031017 FRAME: 0003

En accord entre les parties, les présentes ont été rellées par le procédé ASSEMBLACT R.C. empêchant toute substitution cu addition et sont seutement signées à la dernière page.



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AND

5°) The UNIVERSITY OF ATHENS, a public establishment of scientific, cultural and technological nature, having its registered offices at 6, Street of Chr. Lada – 10561 ATHENS – GREECE, whose intracommunity VAR number is EL090145420, represented by its Vice-President Prof. Demosthenès ASIMAKOPOULOS, hereinafter referred to as "UNIVERSITY OF ATHENS"

# ON FIFTH HAND

The CNRS, the UPMC, RENNES I, the UNIVERSITY OF LLEIDA and the UNIVERSITY OF ATHENS are hereinafter collectively referred as the "PARTIES" and individually as a "PARTY".



PATENT 1/7 REEL: 031017 FRAME: 0004

PATENT 77 REEL: 031017 FRAME: 0005

## WHEREAS

Within the scope of an informal cooperation between the PARTIES, an invention has been obtained by Laurent MEIJER, Karima BETTAYEB, Alexios-Leandros SKALTSOUNIS, Prokopios MAGLATIS, Jacinthe BOIX and Judith RIBAS.

Said invention is likely to be protected under titles of industrial property, in particular two US provisional applications and a PCT application, entitled "New 7-substituted indirubin 3'oximes and their applications", naming as inventors Laurent MEIJER, Karima BETTAYEB, Alexios-Leandros SKALTSOUNIS, Prokopios MAGLATIS, Jacinthe BOIX and Judith RIBAS.

By the present Agreement, the PARTIES wish to regularize and formalize their coownership on said priority patent applications and PCT patents, and their extensions and the rights and obligations resulting therefrom.

# NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

## Preliminary Article – **DEFINITIONS**

**CONFIDENTIAL INFORMATION** shall mean any and all confidential information or protected information that belong to the PARTIES or to one of the PARTIES concerning the invention, which is the object of the PATENTS or concerning the knowhow necessary to implement the PATENTS, whatever its form: oral, written, or graphical.

**COUNSELS,** shall mean the Intellectual Property Counsels which has been given the responsibility of prosecuting all documents for the preparation, filing, extension, issuance and maintenance of the PATENTS, its foreign representatives and the company in charge of collecting annuities related to the PATENTS, if any.

**DATE OF SIGNATURE,** shall mean the last date of signature of the present Agreement by all the PARTIES.

**EFFECTIVE DATE** shall mean the date of filing of the first US provisional patent application included in the PATENTS, thus December 23, 2005.



**IMPROVEMENTS**, shall mean any improvement whether patentable or not, brought to the PATENTS by either PARTY alone or in collaboration with any third party, which is legally dependent on the PATENTS and that may not be exploited without a serious risk of infringement on any of the claims of the PATENTS.

### PATENTS, shall mean :

- the US provisional application N°60/752874 entitled "New 7-substituted indirubin 3'oximes and their applications", filed on December the 23<sup>rd</sup>, 2005, in the name of the CNRS on a provisional basis, and naming as inventors Laurent MEIJER, Karima BETTAYEB, Alexios-Leandros SKALTSOUNIS, Prokopios MAGLATIS, Jacinthe BOIX and Judith RIBAS,
- the US provisional application N°60/85377, filed on March the 24, 2006, in the name of the CNRS, under the same title and naming the same inventors,
- the PCT application having for provisional number N° FR06/002824, under the same title, filed on December the 21<sup>st</sup>, 2006, in the name of the CNRS, the UPMC, RENNES I, the UNIVERSITY OF LLEIDA and the UNIVERSITY OF ATHENS and naming the same inventors,
- as well as any and all patent application based on the above mentioned applications, in France or in any country, any and all patent relating thereof, all the rights resulting thereof including but not limited to a) reissue, reexaminations and territorial extensions as well as b) complementary protection certificate or the like, c) divisional applications, continuations, continuations-in-part in any country.



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# Article 1 – PURPOSE OF THE AGREEMENT

- 1.1 By the present Agreement, CNRS agrees to assign a share of its right in the US provisional patent application N°60/752874 and in the US provisional patent application N°60/85377 included in the PATENTS respectively to the UPMC, RENNES I, the UNIVERSITY OF LLEIDA and the UNIVERSITY OF ATHENS as well as the right of priority related to said share in the US provisional patent applications under consideration, as follows :
  - Thirty percent (30%) for the UNIVERSITY OF LLEIDA,
  - Thirty-five percent (35%) for the UNIVERSITY OF ATHENS,
  - Fifteen percent (15%) for UPMC,
  - Five percent (5%) for the RENNES I.
- 1.2 Therefore, the PARTIES hereby agree on their relative shares in the PATENTS as follows :
  - Thirty percent (30%) for the UNIVERSITY OF LLEIDA,
  - Thirty-five percent (35%) for the UNIVERSITY OF ATHENS.
  - Fifteen percent (15%) for the CNRS,
  - Fifteen percent (15%) for the UPMC,
  - Five percent (5%) for RENNES I.

# Article 2 – TERM

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From the DATE OF SIGNATURE, the present Agreement shall take retroactively effect on the EFFECTIVE DATE and shall remain in force until the expiry or abandon of the last of the PATENTS absent early termination as set forth in Article 9 of the present Agreement.

# Article 3 - FILING, ISSUANCE AND MAINTENANCE OF THE PATENTS

3.1 The PARTIES mutually agree to grant CNRS the responsibility of the PATENT MANAGER.





## Article 4 – EXPLOITATION AND USE OF THE PATENTS

#### 4.1 Use:

Either PARTY shall be free to use the PATENTS for internal research purposes only, alone or in collaboration with third parties, subject to inform the other PARTIES prior to any collaboration and to respect confidentiality obligations contained in Article 7 hereunder.

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PATENT 11 REEL: 031017 FRAME: 0009

# 4.2 Exploitation:

4.2.1 As the PARTIES have non intent to exploit directly the PATENTS in a commercial or industrial way, the PARTIES mutually agree to give CNRS the responsibility of the EXPLOITATION MANAGER.









5.3 To the sums due by the EXPLOITATION MANAGE. to the other PARTIES shall be added any applicable taxes in particular VAT, if applicable.

#### Article 6 – PATENTS ASSIGNMENT

6.1 Either PARTY may assign its share of all or part of the PATENTS at any time. However, the assigning PARTY must first notify to the other PARTIES its intention to assign said rights, and provide the name, address, legal identity of the potential assignee and the price of the assignment. The other PARTIES shall then all have a right of preemption for a period of sixty (60) days from receipt of said notification. In the absence of the exercise of this pre-emption right or of any answer of the other

PARTIES within the above aforementioned 60 (sixty) days delay, the assigning PARTY shall then be able to assign its rights to said third party.

The terms for assignment of any of the PATENTS to a third party shall under no condition be more favorable than those which are offered to the other PARTIES.

- 6.2 In the event of assignment to a third party, the assignment deed shall stipulate that the assignee undertakes to assume all the obligations, which are incumbent to the assignor in the present Agreement.
- 6.3 The assigning PARTY agrees to provide the other PARTIES with any signatures and documents needed for the continuation of the intellectual property proceedings relating to the PATENTS.

Moreover, the assigning PARTY undertakes that its personnel named as inventors shall provide any signatures and take any actions needed for the filling and the maintenance of the PATENTS, and more generally to any Industrial Property proceedings relating to the PATENTS.

# Article 7 – CONFIDENTIALITY

7.1 Each PARTY agrees to respect and keep strictly confidential all CONFIDENTIAL INFORMATION about which they may have knowledge due to the negotiations and/or execution of the present Agreement. Furthermore, the PARTIES agree not to file any patent application or any other titles of Intellectual Property including CONFIDENTIAL INFORMATION belonging to any other PARTIES.

۶۶ PATENT کی ب REEL: 031017 FRAME: 0013 7.2 The PARTIES shall assure that their personnel and others in their service are bound by the same obligations of confidentiality described herein.

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Article 10 – TRANSFER

Subject to Article 6, the present Agreement is personal, non-transferable and non-assignable.

Article 11 – WAIVER

The failure of one of the PARTIES to assert a breach of the present Agreement by any other PARTY of any of its obligations shall not in any case be construed to constitute a waiver of future obligations of the same or of a different nature.

# Article 12 - GOVERNING LAW AND DISPUTES

- 12.1 The present Agreement shall be governed by the laws and regulations of France.
- 12.2 In the event a difficulty arises concerning the validity, the interpretation or the execution of the present Agreement, the PARTIES shall try to settle their differences out of court.
- 12.3 In case of persistent dispute not resolved within three (3) months from the date of notification of the dispute from one PARTY to the other PARTIES, French courts shall have sole jurisdiction.
- 12.4 The present Article shall remain in force regardless of the expiration or termination of the present Agreement.

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## Article 13 – ENTIRE UNDERSTANDING

The present Agreement expresses the entire understanding of the PARTIES relating to the coownership of the PATENTS and may only be modified by written amendment to the present Agreement between the PARTIES signed by duly authorized representatives of the PARTIES. No general or specific condition appearing in any document sent or given to the PARTIES can be integrated in the present Agreement.

## Article 14 – INVALIDITY OF A CLAUSE

Should one or more provisions of the present Agreement be held to be invalid by law or regulation and in particular the laws or regulations of the European Union or other applicable law or based on a definitive decision of a competent court, all the other provisions shall remain in full effect and the PARTIES shall make the necessary modifications without delay while respecting, as closely as possible, the spirit of the present Agreement at the moment of signature of the present Agreement.

#### Article 15 – **HEADINGS**

In the event of difficulties of interpretation between any of the headings preceding the clauses and any one of the clauses, the headings shall be ignored.

#### Article 16 - REGISTRATION AT THE NATIONAL PATENT OFFICES

The PATENT MANAGER shall register the present Agreement at the appropriate National Patent Offices for the PATENTS.

Article 17 – T

# Article 18 – LANGUAGES

The present Agreement has been established in two (2) versions, one (1) in French and one (1) in English. French version shall be authoritative.

### Article 19 – NOTIFICATIONS

All notifications required in the present Agreement shall be sent by registered letter with acknowledgement of receipt to the appropriate PARTY at the following address:

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PATEN # \_\_\_\_\_\_ REEL: 031017 FRAME: 0017

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For the CNRS: CNRS Direction de la Politique Industrielle 3, rue Michel-Ange 75794 Paris Cedex 16 FRANCE To the attention of : Le Responsable de la politique de valorisation

> Copie : FIST SA 83, bd Exelmans 75016 Paris FRANCE Concerning: DV 00537-01

# For the UPMC:

Université Pierre et Marie CURIE DRITT-SAIC 4 place Jussieu 75 252 PARIS cedex 05 FRANCE

#### For RENNES I

Université de Rennes I 2 rue du Thabor CS 46510 35065 Rennes cedex, FRANCE

# For the UNIVERSITY OF LLEIDA

University of LLEIDA R+D+I Support Office Att: Carme Agusti C. Jaume II, 67 bis, 3a planta E 25001 LLEIDA SPAIN

# For the UNIVERSITY OF ATHENS

UNIVERSITY OF ATHENS 6, rue de Chr. Lada 10561, ATHÈNES GREECE To the attention of : M. P. Fotopoulos, Directeur Général de la fortune et des finances. In six (6) original copies, one (1) for each contracting PARTY and one (1) for the I.N.P.I.

In RENNES The 13 decembre 2007 Mr. Bertrand FORTIN President of RENNES I pin 0 9 JAN 2003 In The Directeur de la Polltiqu Matc J. LED Mr. Amold MIGUS General Manager of the CNRS In The Prof. Demosthenes ASIMAKOPOULOS Vice-President of the UNIVERSITY OF ATHENS THOS KON 133

In Pau lovember 2007 The 3 nive Mr.<sup>1</sup>Jean-Charles PO

President of the UPMC

In The

Universitat de Rectoral

Dr. Joan/VINAS SALAS President of UNIVERSITY OF LLEIDA

En accord entre les partles, les présentes ont été reliées par le procédé ASSEMBLACT R.C. empêchant toute substitution ou addition et sont seulement signées à la dernière page.

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**RECORDED: 08/15/2013** 

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