

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2670973

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INSTITUT NATIONAL DE LA RECHERCHE AGRONOMIQUE	09/19/2013
RECEIVING PARTY DATA	
Name:	INSTITUT NATIONAL DE LA RECHERCHE AGRONOMIQUE
Street Address:	147 RUE DE L'UNIVERSITE
City:	PARIS CEDEX 07
State/Country:	FRANCE
Postal Code:	75007
Name:	CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE
Street Address:	3 RUE MICHEL ANGE
City:	PARIS CEDEX 16
State/Country:	FRANCE
Postal Code:	75794
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13003757
CORRESPONDENCE DATA	
Fax Number:	(720)931-3001
Phone:	720-931-3000
Email:	ssullivan@LATHROPGAGE.COM
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	LATHROP & GAGE LLP
Address Line 1:	4845 PEARL EAST CIRCLE, SUITE 201
Address Line 4:	BOULDER, COLORADO 80301
ATTORNEY DOCKET NUMBER:	535886 (147-10 US)

NAME OF SUBMITTER:	SALLY A. SULLIVAN REG. 32,064
Signature:	/sallyasullivan/
Date:	01/07/2014
Total Attachments: 5 source=147-10_US_EPAS Confirmatory Assignment 010714#page1.tif source=147-10_US_EPAS Confirmatory Assignment 010714#page2.tif source=147-10_US_EPAS Confirmatory Assignment 010714#page3.tif source=147-10_US_EPAS Confirmatory Assignment 010714#page4.tif source=147-10_US_EPAS Confirmatory Assignment 010714#page5.tif	

CONFIRMATORY ASSIGNMENT

WHEREAS, Jean-Marc NICAUD, residing at 20, avenue Hoche, F-78190 Trappes France; Thierry CHARDOT, residing at 14, rue Prof. Vincent, F-78530 Buc France ; and Athanasios BEOPOULOS, residing at 47, boulevard Montparnasse, F-75006 Paris France (collectively, the INVENTORS) are inventors of the INVENTION entitled "**New Mutant Yeast Strains Capable of Accumulating a Large Quantity of Lipids**" for which they have executed a United States patent application set forth and described in Exhibit A (hereafter called the PATENT);

WHEREAS, Institut National De La Recherche Agronomique (herein called "INRA" An entity organized and existing under the laws of FRANCE and , having a principal place of business at **147 rue de l'Universite, 75007 Paris Cedex 07, FRANCE** and, Centre National De La Recherche Scientifique (herein called "CNRS"), having a principal place of business at **3 rue Michel Ange, 75794 PARIS, Cedex 16, FRANCE**, have entered into Agreements relating to ownership of certain INTELLECTUAL PROPERTY including the INVENTION and the PATENT;

WHEREAS, certain of the INVENTORS are contractually or otherwise obligated to transfer at least a portion of their right, title and interest in, to and under said INTELLECTUAL PROPERTY to INRA; and certain of the INVENTORS are contractually or otherwise obligated to transfer at least a portion of their right, title and interest in, to and under said INTELLECTUAL PROPERTY to CNRS; and

WHEREAS, the INVENTORS have previously executed a separate assignment agreement (herein called the "First Assignment") transferring their entire right, title and interest in, to and under the INVENTION and the PATENT to INRA, which was recorded with the U.S. Patent Office on March 9, 2011 at reel 025928 and Frame 0915;

AND WHEREAS, INRA and CNRS wish to memorialize their intent to jointly own said INTELLECTUAL PROPERTY as co-owners of equal and undivided interests in said INTELLECTUAL PROPERTY by entering into the present Agreement (herein called the "Confirmatory Agreement").

NOW, THEREFORE, in consideration of our mutual contractual and other legal obligations, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree that INRA and CNRS do hereby transfer or have transferred their beneficial interest in said INTELLECTUAL PROPERTY equally to INRA and CNRS; it being the express intentions of all the parties that this Confirmatory Assignment results in INRA and CNRS each owning an equal and undivided interest in the entire rights in and to said INTELLECTUAL PROPERTY, including, but not limited to, INRA and CNRS each owning an equal and undivided interest in the United States patents and patent applications set forth and described in Exhibit A, and all divisions, renewals, and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said INTELLECTUAL PROPERTY in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority of the United States or other applicable priority under the International Union for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said INTELLECTUAL PROPERTY in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND INRA and CNRS DO HEREBY acknowledge that this agreement is a complete statement of all agreed terms between INRA and CNRS with respect to the specific subject matter of this Confirmatory Agreement, and do hereby agree that it shall only be modified or terminated by a subsequent written Agreement signed by INRA and CNRS;

AND INRA and CNRS DO HEREBY acknowledge that the effective date of the transfer of rights under this Confirmatory Assignment shall be immediately following that of the transfer of rights from the INVENTORS to INRA and CNRS via the First Assignment;

AND INRA and CNRS DO HEREBY agree that this Confirmatory Assignment shall bind and inure to the benefit of INRA and CNRS and their respective legal representatives successors and assignees.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall be deemed but one instrument.

IN TESTIMONY WHEREOF, we hereunto set our hand and seal, if applicable, the day and year set opposite our signatures.

By: INRA	
INSTITUT NATIONAL DE LA RECHERCHE AGRONOMIQUE 147 rue de l'Universite 75007 Paris Cedex 07 FRANCE	
By:	
<u>Cécile Nicolas</u> Unité Contrats et Propriété Intellectuelle	<u>19 SEP. 2013</u> Date
<u>IP-Lawyer</u> Name Position	
Date: <u>19/09/13</u> (September 19, 2013)	Witness: <u>M. Vivat</u>

By: CNRS

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE
3 rue Michel Ange –
75794 PARIS Cedex 16,
FRANCE

By:

DIRE-PRETI
DIRECTEUR ADJOINT

25 SEP. 2013

Date

Name
Ludovic HAMON

Position



Date: 25 SEP. 2013

Witness:

Amrane Lila Ghanem

EXHIBIT A
to Confirmatory Assignment

Table of Intellectual Property item:

Item No.	Santarelli Ref.	L & G Ref.	US Patent No.	US Application No.	Filing Date	Issue Date
1	BIF117612USA/CG/STD	535886 (147-10 US)		13/003,757	April 4, 2011	