502642609 01/20/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2689217

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
KONSTANTIN CHINGIN	03/19/2013
ROMAN ZUBAREV	03/18/2013

RECEIVING PARTY DATA

Name:	Thermo Fisher Scientific (Bremen) GmbH	
Street Address:	Hanna-Kunath-Str. 11	
City:	Bremen	
State/Country:	GERMANY	
Postal Code:	28199	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13840739

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	17324US1/NAT
NAME OF SUBMITTER:	CARINA FRAZER
Signature:	/Carina Frazer/
Date:	01/20/2014

502642609 REEL: 032003 FRAME: 0582

Total Attachments: 6

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PATENT REEL: 032003 FRAME: 0583

ACKNOWLEDGMENT, ASSIGNMENT AND UNDERTAKING

THIS AGREEMENT is made the day of February, 2013 between Thermo Fisher Scientific (Bremen) GmbH, formerly known as Thermo Electron (Bremen) GmbH, of Hanna-Kunath-Str. 11, 28199 Bremen, Germany ("the Company") of the first part,

and **Roman Zubarev** of Department of Medical Biochemistry and Biophysics
Karolinska Institutet
Scheelesväg 2
SE-17177 Stockholm
Sweden

and Konstantin Chingin of

Department of Medical Biochemistry and Biophysics Karolinska Institutet Scheelesväg 2 SE-17177 Stockholm Sweden ("the Inventors") of the second part.

WHEREAS:

The Inventors have made an invention relating to

Fragmentation of Biological Ions Activated with High-Energy Plasma Beam ("the Invention")

A summary of the Invention is attached.

It has been agreed in the "Consulting Agreement" of July 2006 that the Company shall have the right of first preemption on inventions, and that the Inventors are entitled to compensation along the guidelines of the German "Verguetungsrichtlinien fuer Arbeitnehmererfindungen" in case the Company exercises said right.

IT IS NOW AGREED THAT

- 1. The Company acknowledges that it wants to exercise the right of first preemption on said Invention.
- 2. The Inventors acknowledge that they transfer to the Company the right to make patent applications related to

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PATENT REEL: 032003 FRAME: 0584 the Invention, and the rights in those patent applications shall belong to the Company, including the right to Convention priority. The Company shall have exclusive possession of any rights the Inventors may have to apply for or secure the grant inside or outside the European Union of patent or other protection for the Invention and the right to claim priority for applications for such patents or other protection.

- 3. The Inventors hereby assign any and all rights to the Invention, and the right to file corresponding domestic or foreign patent applications and/or to pursue similar legal protection anywhere in the world, including the right to and benefit of any applicable Treaty or Convention, as may not already vest with the Company, to the Company absolutely and with full title guarantee.
- 4. Now, in consideration of the remuneration for inventions foreseen by said "Consulting Agreement", as set out below, the Inventors hereby undertake that, without further compensation, except as agreed in the "Consulting Agreement", they will execute all such documents and do all such things as may be necessary or convenient for obtaining the grant of a European patent or patents and corresponding protection elsewhere in respect of the invention, and for vesting the invention and all rights pertaining to it as the Company may direct.
- 5. In exchange for the above complete and exclusive transfer of rights (items 1-4), the Company agrees to provide the following compensation to the Inventors:
 - 5.1. An advance payment of 5000 Euro (2500 Euro per Inventor).
 - 5.2. In case the Invention will be implemented in commercial instruments produced by the Company, the Inventors will receive an amount for every such instrument built by the Company. This amount is to be negotiated after the first year with sales of such intrument, using the German "Verguetungsrichtlinien fuer Arbeitnehmererfindungen" as a guideline.
 - 5.3 Annual remuneration determined according to paragraph 5.2 will be reckoned up with the upfront payment set out in paragraph 5.1, such that the first annual

- payment will be due when the added compensation exceeds the sum of $2500\ \mathrm{Euro}$ for the individual inventor.
- 5.4. In case the Invention will not be implemented in commercial instruments produced by the Company, the Inventors will not receive further compensation.
- 5.5 The rules set out in said "Verguetungsrichtlinien fuer Arbeitnehmererfindungen" apply as guidelines to all payments for the current Invention. This includes that annual remuneration is limited to the term of the obtained patent rights and the patentability of the invention. Payments made before a decision of the patent office not to grant a patent need not be reimbursed by the inventors.
- 6. Amendments to this agreement are to be in writing. The terms of this agreement are to be construed according to German law. Court of jurisdiction is Bremen, Germany, or the closest appropriate court.

Signed for and on behalf of the Company	(Signature)
	(DATE)
	(Signature)
	(DATE)
Signed by the Inventors	(Signature) (Roman Zubarev)
	(DATE)
	(Signature) (Konstantin Chingin)
	& _
	(DATE) March 19, 2013

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Karolinska Institutet
Scheelesväg 2
SE-17177 Stockholm
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and Konstantin Chingin of

Department of Medical Biochemistry and Biophysics Karolinska Institutet Scheelesväg 2 SE-17177 Stockholm Sweden ("the Inventors") of the second part.

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Signed for and on behalf of the Company	(Signature)
	(DATE)
	(Signature)
	(DATE)
Signed by the Inventors	(Signature) Muharum (Roman Zubarev)
	(DATE) 2013-03-18
	(Signature) (Konstantin Chingin)
	(DATE)

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