

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2693698

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>DANIEL LEBLANC</td> <td>07/04/2011</td> </tr> <tr> <td>JOEL RICHARD</td> <td>07/04/2011</td> </tr> <tr> <td>HELEN GABRIELA BALDASCINI</td> <td>07/04/2011</td> </tr> <tr> <td>EVERT NICOLAAS LAMME</td> <td>07/04/2011</td> </tr> </tbody> </table>		Name	Execution Date	DANIEL LEBLANC	07/04/2011	JOEL RICHARD	07/04/2011	HELEN GABRIELA BALDASCINI	07/04/2011	EVERT NICOLAAS LAMME	07/04/2011
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>ARES TRADING S.A.</td> </tr> <tr> <td>Street Address:</td> <td>ZONE INDUSTRIELLE DE L'OURIETTAZ</td> </tr> <tr> <td>City:</td> <td>AUBONNE</td> </tr> <tr> <td>State/Country:</td> <td>SWITZERLAND</td> </tr> <tr> <td>Postal Code:</td> <td>CH-1170</td> </tr> </table>		Name:	ARES TRADING S.A.	Street Address:	ZONE INDUSTRIELLE DE L'OURIETTAZ	City:	AUBONNE	State/Country:	SWITZERLAND	Postal Code:	CH-1170
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>14118757</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	14118757						
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Application Number:	14118757										
CORRESPONDENCE DATA											
<p>Fax Number: (352)372-5800</p> <p>Phone: 3523758100</p> <p>Email: fce@slepatents.com</p> <p><i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i></p> <p>Correspondent Name: FRANK C. EISENSCHENK, PH.D.</p> <p>Address Line 1: P.O. BOX 142950</p> <p>Address Line 4: GAINESVILLE, FLORIDA 32614-2950</p>											
ATTORNEY DOCKET NUMBER:	SER.189										
NAME OF SUBMITTER:	FRANK C. EISENSCHENK, PH.D.										
Signature:	/FRANK C. EISENSCHENK/										

Date:

01/23/2014

Total Attachments: 16

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CONFIRMATORY ACKNOWLEDGEMENT, ASSIGNMENT AND UNDERTAKING AGREEMENT

THIS AGREEMENT is made the 4th day of July 2011 between

- | | |
|---|--------------------------|
| <p>(1) Daniel Leblanc
Rue des Bains 50
1205 Geneva
Switzerland</p> | <p>("the Inventor");</p> |
| <p>(2) Merck Serono SA
Centre Industriel
1267 Coinsins, Vaud
Switzerland</p> | <p>("MS")</p> |
| <p>(3) Ares Trading S.A.
Zone industrielle de l'Ouriettaz
CH-1170 Aubonne
Switzerland</p> | <p>("ATSA")</p> |

WHEREAS

(A) The Inventor is the sole inventor or one of the joint inventors of the invention or inventions entitled "IFN-BETA COMPOSITIONS, PREPARATION METHODS AND USES THEREOF" and identified by the reference number P 10/164 L ("the Invention");

(B) The Invention is described in a patent application ("the Application"), identified by the following short particulars:

Patent Office	Filing Date	Application Number
US PATENT & TRADEMARK OFFICE	20/MAY/2011	61/488,544
EUROPEAN PROCEDURE (PATENTS)	20/MAY/2011	11305617.0

(C) At the time the Invention was made, the Inventor was employed by Merck Serono S.A.;

(D) MS has agreed with ATSA that all the rights to the Invention shall vest in ATSA.

(E) It is the wish and intention of all the parties hereto that:

- (i) the Application shall continue in the name of ATSA;
- (ii) any patent application or like application filed in any country or territory and being directed to the Invention or any improvement thereof (whether or not claiming priority from the Application under the Paris Convention or any other applicable

PWB

patent treaty, law or convention and including all divisional applications, applications for patents of addition, continuation applications, continuation-in-part applications, applications for re-issue national applications, regional applications and international applications) ("Corresponding Application(s)") shall be in the name of and shall vest in ATSA; and

- (iii) any patent granted on the Application or on any Corresponding Application(s) shall be in the name of and shall vest in ATSA;

NOW THIS AGREEMENT WITNESSETH:

1. THE INVENTOR ACKNOWLEDGES that he made the Invention as part of his normal duties as MS's employee and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of his duties;

2. Insofar as the rights in the Invention, any improvement thereof and the Application have already passed by operation of law or otherwise howsoever to MS, now in consideration of the sum of one United States dollar (US\$1.00), receipt whereof MS hereby acknowledges, MS HEREBY ASSIGNS to ATSA:

- (i) the Invention;
- (ii) any improvement thereof;
- (iii) the Application, the benefit of the Application, all right, title and interest therein (including the right to file Corresponding Application(s) and obtain patents or like forms of protection for the Invention in any country or territory of the world together with the right to claim priority of the Application under the Paris Convention or any other patent treaty, law or convention) and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom free from all encumbrances to the intent that any patent granted pursuant to the Application or to any Corresponding Application(s) shall be in the name of and vested in ATSA;
- (iv) the right to recover and take all such proceedings as may be necessary for the recovery of damages, an account of profits or other relief in respect of all infringements of any patent or patents granted pursuant to the Application or to any Corresponding Application(s) whether such infringements take place before or after the date of this Agreement;

TO HOLD unto ATSA absolutely;

3. Insofar as the rights in the Invention, any improvement thereof and the Application are still vested in the Inventor, now in consideration of the sum of one United States dollar (US\$1.00), receipt whereof the Inventor hereby acknowledges, THE INVENTOR HEREBY ASSIGNS to ATSA:

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(iii) the Application, the benefit of the Application, all right, title and interest therein (including the right to make Corresponding Application(s) and obtain patents or like forms of protection for the Invention in any country or territory of the world together with the right to claim priority of the Application under the Paris Convention or any other patent treaty, law or convention) and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom free from all encumbrances to the intent that any patent granted pursuant to the Application or to any Corresponding Application(s) shall be in the name of and vested in ATSA;

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4. ATSA HEREBY ACCEPTS all that is transferred to it under this Agreement;

5. EACH OF THE INVENTOR AND MS HEREBY UNDERTAKES to do or have done as and when required by ATSA or its nominee as ATSA shall direct and at the expense of ATSA or its nominee as ATSA shall direct any and all acts and things including the execution of documents necessary or expedient for perfecting the assignments contained herein and/or for giving effect to the wishes and intentions of the parties hereto;

6. EACH OF THE INVENTOR AND MS HEREBY AUTHORISES ATSA or its nominee and the agents of any of them as ATSA shall direct to insert herebelow at (*) the relevant application number and/or any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document:

(*)	US Serial, No :	_____
	and/or PCT Application No :	_____
	Filing Date :	_____

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7. IN THE EVENT THAT ANY OF THE TERMS OF THIS AGREEMENT is held to be invalid, the remainder of the terms shall continue in full force and effect.

8. THIS AGREEMENT SHALL BE CONSTRUED in all respects in accordance with Swiss law;

IN WITNESS whereof the parties have caused this agreement to be duly executed on the day and year first above written.

Signed by: Daniel Leblanc

Signature :

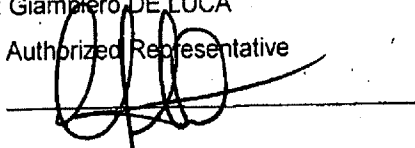


Signed for and on behalf of MS

By: Name : Giampiero DE LUCA

Title : Authorized Representative

Signature :

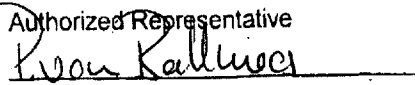


Signed for and on behalf of MS

By: Name : Prisca VON BALLMOOS

Title : Authorized Representative

Signature :

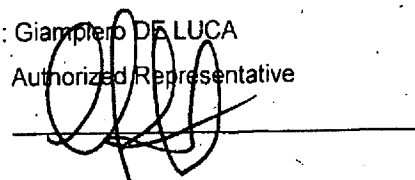


Signed for and on behalf of ATSA

By: Name : Giampiero DE LUCA

Title : Authorized Representative

Signature :




Signed for and on behalf of ATSA

By: Name : Prisca VON BALLMOOS

Title : Authorized Representative

Signature :



CONFIRMATORY ACKNOWLEDGEMENT, ASSIGNMENT AND UNDERTAKING AGREEMENT

THIS AGREEMENT is made the 4th day of July 2011 between

- (1) Joel Richard ("the Inventor");
1 Rue Saint Blaise
78490 MÉRÉ
FRANCE
- (2) Merck Serono - Tirburtina ("MS")
Via Luigi Einaudi, 11
00012 Guidonia Montecelio
Rome
Italy
- (3) Ares Trading S.A. ("ATSA")
Zone industrielle de l'Ouriettaz
CH-1170 Aubonne
Switzerland

WHEREAS

(A) The Inventor is the sole inventor or one of the joint inventors of the invention or inventions entitled "IFN-BETA COMPOSITIONS, PREPARATION METHODS AND USES THEREOF" and identified by the reference number P 10/164 L ("the Invention");

(B) The Invention is described in a patent application ("the Application"), identified by the following short particulars:

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(C) At the time the Invention was made, the Inventor was employed by MS, whose ultimate parent company is Merck KGaA.;

(D) MS has agreed with ATSA that all the rights to the Invention shall vest in ATSA, whose ultimate parent company is Merck KGaA.;

(E) It is the wish and intention of all the parties hereto that:

- (i) the Application shall continue in the name of ATSA;
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priority from the Application under the Paris Convention or any other applicable patent treaty, law or convention and including all divisional applications, applications for patents of addition, continuation applications, continuation-in-part applications, applications for re-issue national applications, regional applications and international applications) ("Corresponding Application(s)") shall be in the name of and shall vest in ATSA; and

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NOW THIS AGREEMENT WITNESSETH:

1. THE INVENTOR ACKNOWLEDGES that he made the Invention as part of his normal duties as MS's employee and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of his duties;

2. Insofar as the rights in the Invention, any improvement thereof and the Application have already passed by operation of law or otherwise howsoever to MS, now in consideration of the sum of one United States dollar (US\$1.00), receipt whereof MS hereby acknowledges, MS HEREBY ASSIGNS to ATSA:

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TO HOLD unto ATSA absolutely;

3. Insofar as the rights in the Invention, any improvement thereof and the Application are still vested in the Inventor, now in consideration of the sum of one United States dollar (US\$1.00), receipt whereof the Inventor hereby acknowledges, THE INVENTOR HEREBY ASSIGNS to ATSA:

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Signed by: Joel RICHARD
Signature : Joel Richard

Signed for and on behalf of MS
By: Name : Tommaso IODICE
Title : MS Site Director
Signature : Tommaso Iodice

Signed for and on behalf of ATSA
By: Name : Giampiero DE LUCA
Title : Authorized Representative
Signature : Giampiero De Luca

Signed for and on behalf of ATSA
By: Name : Prisca VON BALLMOOS
Title : Authorized Representative
Signature : Prisca Von Ballmoos

PkB
HB

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THIS AGREEMENT is made the 4th day of July 2011 between

- (1) Helen Gabriela Baldascini
Via Populonia 26
00183 Roma
ITALY

("the Inventor");
- (2) Merck Serono - Tirburtina
Via Luigi Einaudi, 11
00012 Guidonia Montecelio
Rome
Italy

("MS")
- (3) Ares Trading S.A.
Zone industrielle de l'Ouriettaz
CH-1170 Aubonne
Switzerland

("ATSA")

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Title : Authorized Representative

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Title : Authorized Representative

Signature : 

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THIS AGREEMENT is made the 4th day of July 2011 between

- (1) Evert Nicolaas Lamme ("the Inventor");
Chemin de Bonmont 6d
1260 Nyon
Switzerland
- (2) Merck Serono SA ("MS")
Centre Industriel
1267 Coinsins, Vaud
Switzerland
- (3) Ares Trading S.A. ("ATSA")
Zone industrielle de l'Ourietaz
CH-1170 Aubonne
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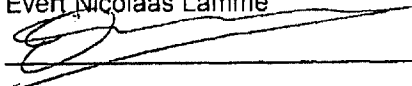
(*) US Serial No : _____
and/or PCT Application No : _____
Filing Date : _____

7. IN THE EVENT THAT ANY OF THE TERMS OF THIS AGREEMENT is held to be invalid, the remainder of the terms shall continue in full force and effect.

8. THIS AGREEMENT SHALL BE CONSTRUED in all respects in accordance with Swiss law;

IN WITNESS whereof the parties have caused this agreement to be duly executed on the day and year first above written.

Signed by: Evert Nicolaas Lamme

Signature : 

Signed for and on behalf of MS

By: Name : Giampiero DE LUCA

Title : Authorized Representative

Signature : 

Signed for and on behalf of MS

By: Name : Prisca VON BALLMOOS

Title : Authorized Representative

Signature : 

Signed for and on behalf of ATSA

By: Name : Giampiero DE LUCA

Title : Authorized Representative

Signature : 

Signed for and on behalf of ATSA

By: Name : Prisca VON BALLMOOS

Title : Authorized Representative

Signature : 