

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2998685

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	IAIN RONALD GIBSON	02/08/2013
	JANET MABEL SCOTT SKAKLE	02/08/2013
RECEIVING PARTY DATA		
Name:	THE UNIVERSITY COURT OF THE UNIVERSITY OF ABERDEEN	
Street Address:	REGENT WALK	
City:	ABERDEEN	
State/Country:	UNITED KINGDOM	
Postal Code:	AB24 3FX	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14367145
CORRESPONDENCE DATA		
Fax Number:	(414)271-5770	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(414) 271-7590	
Email:	tvanheyningen@andruslaw.com	
Correspondent Name:	TAMBRYN K. VANHEYNINGEN	
Address Line 1:	100 EAST WISCONSIN	
Address Line 2:	SUITE 1100	
Address Line 4:	MILWAUKEE, WISCONSIN 53202	
ATTORNEY DOCKET NUMBER:	5659-00022	
NAME OF SUBMITTER:	TAMBRYN K. VANHEYNINGEN	
SIGNATURE:	/TAMBRYN K. VANHEYNINGEN/	
DATE SIGNED:	08/27/2014	
Total Attachments: 6		
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PATENT

ASSIGNMENT OF INVENTION & RELATED INTELLECTUAL PROPERTY RIGHTS

PARTIES

- (1) **GIBSON, Iain Ronald** of 60 Desswood Place, Aberdeen AB15 4DQ; and
 - (2) **SKAKLE, Janet Mabel Scott** of 60 Desswood Place, Aberdeen AB15 4DQ;
- together the **Inventors** or each an **Inventor** as the context may indicate; and
- (3) **THE UNIVERSITY COURT OF THE UNIVERSITY OF ABERDEEN** whose administrative office is at Regent Walk, Aberdeen AB24 3FX, UK (the **Assignee**);
- together the **Parties** or each a **Party** as the context may indicate.

BACKGROUND

- (A) The Assignee and Sirakoss Limited are joint applicants of the Patent Applications.
- (B) Each Inventor is an inventor of the Invention for which the Patents Applications have been filed. The contributions of the Inventors to the Invention were made in the course of the duties of each Inventor as an employee of the Assignee, and either the circumstances were such that an invention might reasonably have been expected to result from the carrying out of those duties, or the nature of those duties was such that the Inventor had a special obligation to further the interests of the Assignee's undertaking.
- (C) The Inventors and the Assignee believe that, either by operation of law or by virtue of an agreement entered into by each of the Inventors and the Assignee before the making of the Invention, the Assignee was, at the time the Invention was made, entitled to the whole of the property in the contributions of the Inventors to the Invention.
- (D) In case the Assignee for any reason was not, at the time the Invention was made, entitled to the whole of the property in the contributions of the Inventors to the Invention, and in order to provide documentary evidence that the Assignee is the owner of its share of both the legal title and the beneficial interest in the jointly owned Patent Applications and in any contributions of the Inventors to the Invention, including any further contributions that the Inventors may make to the development or improvement of the Invention, each Inventor has agreed to execute this Assignment to assign to the Assignee all his/her rights, title and interest in, to and arising from the Invention and the Patent Applications on the terms set out in this Assignment.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Assignment.

Invention means the invention or inventions entitled Calcium Phosphate Material.

Future Applications means any future applications linked by one or more priorities to the PCT Applications and all matter contained in such future applications.

Patent Applications means the Priority Applications, the PCT Applications and the Future Applications and any and all:

- (a) national and regional phase applications of all such applications; and
- (b) divisions, continuations and continuations-in-part of all such applications; and
- (c) patents that may be granted pursuant to any of the aforesaid applications for their full period, including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates.

PCT Applications means the PCT patent applications, short particulars of which are set out in Part 2 of the Schedule.

Priority Applications means the priority patent applications, short particulars of which are set out in Part 1 of the Schedule.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. ASSIGNMENT

In consideration of the sum of £1 (sufficiency and receipt of which the Inventors expressly acknowledge), each of the Inventors hereby assigns absolutely to the Assignee all their right, title and interest in Canada, the United States and all other countries of the world in, to and arising from the Invention and, with effect from immediately prior to the filing of each, the Patent Applications, including (but not limited to) and subject to the rights of the co-owner Sirakoss Limited:

- (a) in respect of the Invention and any invention that shall be disclosed in, and all matter that shall be contained in, any of the Patent Applications, the right to file applications, claim priority from such

applications, and prosecute and obtain grant of patent or other intellectual property protection in respect of any country, region or territory in the world;

- (b) in respect of each and any Patent Application:
 - (i) the right to claim priority from and to prosecute and obtain grant of patents; and
 - (ii) the right to file divisional applications based on the Patent Applications and to prosecute and obtain grant of patent on each and any such divisional application;
- (c) the right to extend to, or register in or in respect of any country, region or territory in the world, each and any of the Patent Applications and to extend to or register in, or in respect of, any country, region or territory in the world any patent or other intellectual property protection granted on any of such applications;
- (d) the absolute entitlement to their share of any patents granted pursuant to any Patent Application; and
- (e) the right to bring, make, oppose or defend claims or actions, appeal proceedings and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership of their share of Inventions and the Patent Applications, whether occurring before on or after the date of this Assignment.

3. FURTHER ASSURANCE

Each Inventor shall, at the Assignee's cost, perform all further acts and things, and execute all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment, including (but not limited to):

- (a) documents required to be signed by or on behalf of the Inventors in the course of any and all Canadian or United States or any other applications which relate to the Invention or to any inventions that shall be disclosed in any of the Patent Applications;
- (b) registration of the Assignee as an applicant of the Patent Applications; and
- (c) assisting the Assignee in obtaining, defending and enforcing any of the Patent Applications, and assisting with any other proceedings which may be brought by or against the Assignee (or the co-owner) by any third party or in the resolution of any question concerning the Invention, or the Patent Applications or any inventions that shall be disclosed in any of the Patent Applications.

4. POWER OF ATTORNEY

The Inventors and the Assignee grant the firm of Mewburn Ellis LLP the power to insert in Part 3 of the Schedule to this Assignment any further identification of any existing or future patent applications in Canada or the United States or any other countries, regions or territories of the world, which shall fall within the scope of clause 2 above, or as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other patent office for the recordal of this Assignment. It is agreed that Mewburn Ellis LLP has represented only the Assignee and will continue to represent only the Assignee with respect to this Assignment.

5. ISSUE OF PATENTS

The Inventors request the US Commissioner of Patents and the relevant authorities in all countries, regions and territories of the world to issue any patents granted for the Invention or pursuant to any of the Patent Applications in the name of the Assignee (either alone or jointly with any co-applicant) in accordance with this Assignment.

6. WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

7. COUNTERPARTS

This Assignment may be executed in any number of counterparts, each of which when executed shall constitute an original of this Assignment, but all the counterparts shall together constitute the same agreement.

8. GOVERNING LAW AND JURISDICTION

This Assignment shall be governed by and construed in accordance with the law of England and Wales. The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment.

Schedule: The Patent Applications

Part 1: Priority Applications

Country	Application No.	Application Date	Title
GB	1122405.2	23 December, 2011	Calcium Phosphate Material

Part 2: PCT Applications

Application No.	Application Date	Title
PCT/GB2012/053160	17 December, 2012	Calcium Phosphate Material

Part 3: Identification of some, but not necessarily all, patent applications falling within the scope of clause 2 of this Assignment

Country/region	Application No.	Application Date	Title	Signature for Mewburn Ellis LLP

Executed by Iain Ronald GIBSON
in the presence of:

V. MUGO
SIGNATURE OF WITNESS

NAME: V. MUGO

ADDRESS: 25 FOOVIE (PESANT

OCCUPATION: ABERDEEN

PA

Executed by Janet Mabel Scott
SKAKLE in the presence of:

V. MUGO
SIGNATURE OF WITNESS

NAME: V. MUGO

ADDRESS: 25 FOOVIE (PESANT

OCCUPATION: ABERDEEN

PA

Executed for and on behalf of THE
UNIVERSITY COURT OF THE
UNIVERSITY OF ABERDEEN by
ENILASHA PATTERSON, an authorised
representative, in the presence of:

Ann Lewendon

SIGNATURE OF WITNESS

NAME: ANN LEWENDON

ADDRESS: ARMADALE, HIGH ST, DUNLUIS, ABERDEENSHIRE

OCCUPATION: COMMERCIALISATION COORDINATOR

Iain Gibson
SIGNATURE OF INVENTOR
DATE: 8/2/13

Janet Mabel Scott
SIGNATURE OF INVENTOR
DATE: 8/2/13

Enilasha Patterson
SIGNATURE OF AUTHORISED
REPRESENTATIVE
DATE: 14 FEBRUARY 2013