

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CRINA TIRON	10/15/2014
JAMES LORENS	10/15/2014
RECEIVING PARTY DATA	
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State/Country:	NORWAY
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14398572
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NAME OF SUBMITTER:	TAMBRYN K. VANHEYNINGEN
SIGNATURE:	/TAMBRYN K. VANHEYNINGEN/
DATE SIGNED:	02/11/2015
Total Attachments: 5	
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ASSIGNMENT OF INVENTION-RELATED INTELLECTUAL PROPERTY RIGHTS

PARTIES

- (1) **TIRON, CRINA** c/o Department of Biomedicine, Jonas Lies vei 91, 5009 Bergen, Norway;
- (2) **LORENS, JAMES** c/o Department of Biomedicine, Jonas Lies vei 91, 5009 Bergen, Norway;

each an **Inventor** or together the **Inventors** as the context may dictate;

- (3) **THE UNIVERSITY OF BERGEN** and **BERGEN TEKNOLOGIOVERFØRING AS** incorporated and registered in Norway with company number 987 753 153 whose principal place of business is at Thormøhlensgate 51, 5006 Bergen, Norway (hereinafter jointly referred to as the **Employer**); and
- (4) **BERGENBIO AS** incorporated and registered in Norway with company number 987 753 153 whose registered office is at Jonas Lies vei 91, 5021 Bergen, Norway (the **Assignee**).

BACKGROUND

- (A) Each **Inventor** is an inventor of the **Invention** for which the **Patent Applications** have been or will be 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 **Employer**, 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 **Employer's** undertaking.
- (B) The **Inventors** and the **Employer** believe that by operation of law, the **Employer** was, at the time the **Invention** was made, entitled to the whole of the property in the contributions of the **Inventors** to the **Invention**.
- (C) Pursuant to the general cooperation agreement (*Samarbeidsavtalen*) between the **Employer** and **BTO** dated 20.6.2011 **BTO** is entitled to the whole property in **Invention**.
- (D) The **Employer** and **BTO** have assigned or have agreed to assign all their rights, title and interest in, to and arising from the **Invention** and the **Patent Applications** to the **Assignee**.
- (E) In order to provide documentary evidence that the **Assignee** is the owner of both the legal title and the beneficial interest in the **Patent Applications** and in any contribution 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** and the **Employer** and **BTO** have

agreed to execute this Assignment to assign to the Assignee all rights, title and interest in the Patent Applications, on the terms set out in this Assignment.

AGREED TERMS

1. INTERPRETATION

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

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

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

Invention means the invention or inventions entitled METHOD.

Patent Applications means the Priority Applications, the Completion 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.

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

2. ASSIGNMENT

In consideration of the sum of \$1 (sufficiency and receipt of which the Inventors expressly acknowledge), each of the Inventors, the Employer and BTO hereby assign to the Assignee all their rights, 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, all their rights, title and interest in, to and arising from the Patent Applications including (but not limited to):

- (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 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 entitlement to 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 the Inventions and the Patent Applications, whether occurring before on or after the date of this Assignment.

3. FURTHER ASSURANCE

Each Inventor, the Employer and BTO 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 or the Employer or BTO in the course of any and all 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 applicant for, or proprietor 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 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. GOVERNING LAW AND JURISDICTION

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

Schedule: The Patent Applications

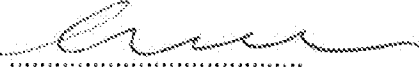
Part 1: Priority Applications

Country	Application No.	Application Date	Title
GB	1207722.8	2 May 2012	METHOD
US	61641512	2 May 2012	METHOD

Part 2: Completion Applications

Application No.	Application Date	Title
PCT/IB2013/053488	2 May 2013	METHOD

Executed by **CRINA TIRON** in the
presence of:

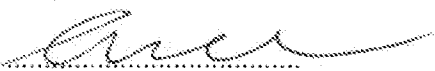


SIGNATURE OF INVENTOR
[Crina Tiron]

SIGNATURE OF WITNESS

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OCCUPATION: **BUSINESS MANAGER**
DATE: **15 October 2014**

Executed by **JAMES LORENS** in
the presence of:

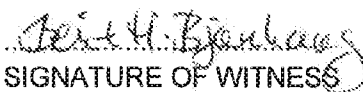


SIGNATURE OF INVENTOR
[James Lorens]

SIGNATURE OF WITNESS

NAME: **ENDRE KJERLAND**
ADDRESS: **CHRISTINEGÅRD 10, 5017 BERGEN**
OCCUPATION: **BUSINESS MANAGER**
DATE: **15 October 2014**

Executed by **THE UNIVERSITY OF
BERGEN** and **BERGEN
TEKNOLOGIOVERFØRING AS**
acting on both their behalves by
ADERS HAUGLAND, an
authorised representative, in the
presence of:



SIGNATURE OF AN
AUTHORISED
REPRESENTATIVE
[Anders Haugland]

NAME:
ADDRESS: **Berit Helen Bjørnhaug**
OCCUPATION: **Legal adviser**
DATE: **IPP Manager**
Bergen Teknologioverføring AS, BTO