

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3285181

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
UNIVERSITA' DEGLI STUDI DI MILANO	12/19/2012

RECEIVING PARTY DATA

Name:	PROXENTIA SRL
Street Address:	VIA CENISIO, 16
City:	MILANO
State/Country:	ITALY
Postal Code:	20154

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8367399

CORRESPONDENCE DATA

Fax Number: (703)685-0573

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.

Phone: 7035212297

Email: agoode@young-thompson.com

Correspondent Name: YOUNG & THOMPSON

Address Line 1: 209 MADISON ST., SUITE 500

Address Line 4: ALEXANDRIA, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	2503-9997-MISC
NAME OF SUBMITTER:	BENOIT CASTEL
SIGNATURE:	/BENOIT CASTEL/
DATE SIGNED:	03/27/2015

Total Attachments: 7

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ASSIGNMENT AGREEMENT

This assignment agreement is made this December 19, 2012 (the "Effective Date"), and entered by and between

UNIVERSITÀ DEGLI STUDI DI MILANO (hereinafter referred to as UNIVERSITY or the "Assignor"), a public institution under Italy law whose address is via Festa del Perdono 7, 20122 MILANO (ITALY), in person of the legal representative Prof. Gianluca Vago

and

PROXENTIA srl., with registered offices in Viale Monte Nero, 70 – I-20135 Milano, Italy, VAT number and fiscal code no. 07583100966, in person of the legal representative dott. Fabio Giavazzi, ("PROXENTIA" or "Assignee"),

UNIVERSITY and PROXENTIA are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS:

- A. PROXENTIA is an academic spin-off participated by: Prof. Tommaso Bellini, dr. ing. Marco Buscaglia, and dr. Roberto Cerbino (all presently employees of UNIVERSITY) as well as dr. Fabio Giavazzi, dr. Matteo Salina, dr. Bice Chini and dr. Mario Salerno. UNIVERSITY owns the rights, titles and interest in and to certain patented technology developed by prof Tommaso Bellini, ing. Marco Buscaglia e Dott. Stefano Pezzati, relating to a method for the quantitative determination of ligand interactions with adsorbed or immobilized receptors on the surface of a polymer by direct measurement of the reflected light intensity and the relevant know - how;
- B. UNIVERSITY and Solvay have been engaged in a collaborative program regulated by three Cooperation Agreements entered into between UNIVERSITY and Solvay Solexis S.p.A (the name of which changed to Solvay Specialty Polymers Italy S.p.A as of January 1, 2012), respectively dated February 1, 2006, January 1, 2007, January 1, 2008, and two Cooperation Agreements entered into between and UNIVERSITY and Solvay SA (collectively "Solvay"), respectively dated November 1, 2009 and January 1, 2011, (jointly named the "Cooperation Agreements");

*Tommaso Bellini
Bice Chini
Roberto Cerbino
Matteo Salina
Mario Salerno*

Fabio Giavazzi

Matteo Salina

- C. Pursuant to the Cooperation Agreements above mentioned "Upon SOLVAY's request, UNIVERSITY shall grant to SOLVAY a worldwide, non-exclusive, irrevocable license, with the right to sublicense, under the PREVIOUS PATENT RIGHTS for the purpose of the exploitation by SOLVAY of the SOLVAY's RESULTS and the JOINT RESULTS [...]"; whilst according to the Cooperation Agreements above mentioned "Upon UNIVERSITY's request, SOLVAY shall grant to UNIVERSITY a worldwide, non-exclusive, irrevocable license, with the right to sublicense, under the SOLVAY's first patent application No. WO2006/032419 filed by SOLVAY on September 21, 2004, and the second patent application No. WO2007/104773 filed by SOLVAY on March 16, 2006, any patent application claiming the priority patent applications, and all the patents to be granted thereof, for the purpose of the exploitation by UNIVERSITY of the UNIVERSITY's RESULT and the JOINT RESULTS [...]";
- D. On July 19, 2012 PROXENTIA and UNIVERSITY executed a License Agreement (as attached in **Exhibit 1** hereto) by which UNIVERSITY granted to PROXENTIA the right to use the Patents, the Know-How and its share in the Joint Results (as defined below);
- E. The above said License Agreement provides, under art. 3.3., "The Parties undertake to enter in the Assignment Agreement by no later than December 31, 2012. It is understood and agreed that, together with the assignment of the Licensed Technology, the Cooperation Agreement as well as University's share in the Licensed Joint Result shall also be transferred as of the same date and shall vest exclusively to PROXENTIA which hereby undertakes to abide by the obligations towards Solvay contained in said Cooperation Agreement and will hold harmless the University with reference to any claim arising from the obligations included in such Cooperation Agreements. It is understood that the present temporary License Agreement and, a fortiori, the Assignment Agreement, will be effective only once received Solvay's authorization to the temporary License Agreement and to the Assignment Agreement. Should Solvay deny its authorization, Proxentia undertakes and agrees not to bring any suit against UNIVERSITY for whatsoever cause".
- F. With notice dated July 30, 2012 (as attached in **Exhibit 2** hereto), Solvay authorized UNIVERSITY to "in a first step, granting to PROXENTIA a temporary non-exclusive, non-transferable, worldwide license, with the right to sublicense, with respect to the Licensed Joint Results (...) in order to develop and commercialize products based on it and on the Licensed Technology (as defined in the Licensed Agreement) and then, in a second step, for assigning to Proxentia all the rights to, and the ownership of, (i) first patent application no. MI2006A000477 filed by University of Milan on March 16, 2006, (ii) any patent application claiming the priority of said application, and (iii) any patent granted of any of the foregoing, and whenever applicable, all the divisions, continuations, continuations in part, reissues, substitutes or extensions of the patents rights referred to herein (items (i) to (iii) being globally – referred to as the "Patent Rights")", and to transfer the Cooperation Agreements (including all rights and obligations of UNIVERSITY thereunder).
- G. Therefore, in compliance with the provisions referred to under art. 3.3. of the License Agreement, UNIVERSITY is willing to hereby assign to PROXENTIA, who accepts, the Patents, the Know-How,

Tacchino Belli
 Rose Chini
 Marco Brambilla
 Università di Milano

Francesca Vago
 Proxentia

Milano
 Proxentia

its share in the Joints Results and its rights and obligations arising from the Cooperation Agreement, according to the terms and conditions provided here below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the Parties covenant and agree as follows:

The above preamble forms an integral part of this agreement (hereinafter "Agreement") along with all exhibits.

ARTICLE 1 DEFINITIONS AND DEFINED TERMS

Whenever used in this Agreement with an initial capital letter, the terms defined in this Section 1, whether used in the singular or the plural, shall have the meanings specified below.

- a. **"Patents"** means:
- (i) the Italian Patent n. 0001374365, issued the 10th May 2010, entitled "Metodo di misurazione di interazioni molecolari mediante rilevazione di luce riflessa da superfici";
 - (ii) the US12/293,038, EP07733967.9 and JP2008-558935 patent applications derived from the Italian patent;
 - (iii) all provisional applications, continuations, continuations-in-part, divisions, reissues, renewals, and patents granted thereon, all patents-of-addition, reissue patents, re-examinations and extensions or restorations by existing or future extension or restoration mechanisms, including, without limitation, supplementary protection certificates or the equivalent thereof, all related to the foregoing.
- b. **"Know-How"** means the know-how developed and owned by UNIVERSITY pursuant to the Cooperation Agreements (as detailed in the attached Cooperation Agreements and under the final reports) and as identified in Annex 1 of the License Agreement.
- Furthermore the Know-How will also include the know-how developed by UNIVERSITY before the execution of the Cooperation Agreements to only the extent strictly necessary for the exploitation of the Patents and UNIVERSITY's RESULT as defined under the Cooperation Agreements.
- c. **"Joint Result"**: means the JOINT RESULTS (as defined in the Cooperation Agreements).

*Ree Qin Tamara Belli
Nawanyha Alessio Di.*

*Indira Vey
[Signature]*

*M. L. L. L.
M. L.*

ARTICLE 2 PURPOSE OF THE AGREEMENT

As the Effective Date, the Assignor hereby transfers to the Assignee, who accepts, its full and unrestricted interest over the Patents, Know How and Joint Results.

The Assignor transfers as well as to the Assignee, who accepts, the Cooperation Agreements. As a consequence of the transfer of the Cooperation Agreements, PROXENTIA will succeed in the contractual relationship of UNIVERSITY with reference to the above said Cooperation Agreements, bearing all rights and obligations to Solvay provided upon UNIVERSITY under the above said Cooperation Agreements.

For the avoidance of doubt, Solvay's share in the Joint Results is not transferred and remains vested in Solvay.

ARTICLE 3 CONSIDERATION

As a consequence of the assignment under Article 2, PROXENTIA undertakes to pay to UNIVERSITY the overall amount of € 35.000,00 plus VAT (the "Purchase Price") which will be paid as follows: - €20.000,00 (plus VAT) at the date of signature of the Agreement; - €15.000,00 (plus VAT) at the first anniversary of the Agreement (i.e. 365 days from the date of signature of the Agreement).

It is understood that PROXENTIA undertakes to pay the Purchase Price, as foreseen in the present art.3, within 60 days from the receipt of the relevant invoice.

ARTICLE 4 WARRANTIES AND DISCHARGES

PROXENTIA acknowledges and accepts that, by undersigning this Agreement, UNIVERSITY makes no warranties, express or implied, with reference to (i) the validity of the Patents, (ii) the patentability of the Know How and/or of the Joint Results (iii) the suitability, state-of-the-art, quality, competitiveness and fitness for a particular purpose, or performance of any product obtained through the use of the Patents, Know-How and/or Joint Results for any purpose, and (iv) the non-infringement of third party patent rights arising from the use of the Patents, Know – How and/or Joint Results.

PROXENTIA will at all times from the Effective Date and thereafter, indemnify, defend and hold UNIVERSITY, its trustees, directors, officers, employees, agents, investigators, and affiliates, harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and reasonable attorney's fees, arising from –or in any case concerning –the Cooperation Agreements.

Handwritten signatures and names on the right margin:
Bai Chai Tamare Bolli
Hans Bannister
Jussi Peltu
François Collet
Mathias Niemi

ARTICLE 5 LAW – SETTLEMENT OF DISPUTES

This Agreement shall be governed by Italian law in the event of disputes regarding the construction of performance of this Agreement.

Any disputes arising from the interpretation and/or the execution of this Agreement will be devolved to the Court of Milan.

ARTICLE 6 DOMICILE AND POWERS

For the purpose of the fulfilment of the undertaking hereunder and for further instructions, directions and notices between the Parties, the Parties indicate the following address:

*Proxentia srl
c/o Studio Societario e Fiscale Massimo e Associati
Viale Monte Nero 70
20135 Milano (Italy)
Attn: Gianluca Caimi
Telephone: +39 02 50330321
Fax: +39 02 87087879
E-mail: info@proxentia.com*

*UNIMITT - Centro d'Ateneo per l'Innovazione e il
Trasferimento Tecnologico Università degli Studi
di Milano via Festa del Perdono 7
20122 Milano (Italy)
Attn: Roberto Tiezzi - Technology Transfer Manager
Telephone: +39 02 50312083
Fax: +39 02 50312861
E-mail: licensing@unimitt.it*

Any change of address shall be notified to the other Party by registered post of any other equivalent notification procedure.

Full powers are given to the bearer of an original copy of this agreement for the purpose of taking any publication measures necessary to render this agreement binding upon third Parties, and also for the purpose of any other registration procedure, including tax registration.

ARTICLE 7 RECORDAL

In accordance with the present Agreement, the Assignee shall notify the change of ownership of Patents to the International/National Patent Offices, bearing all the relative costs.

*Diego Tassinari
Tassinari Belli
Juoni, S.p.A.*

*Gianluca Vago
Gianluca Vago*

*Milano
R. Tiezzi*

ARTICLE 8 COST AND ASSIGNMENT FEES

All cost arising from the assignment and related to the recordal of the Patents shall be borne by the Assignee.

It is understood between the Parties that, following to the execution of this Agreement, the costs and fees related to the maintenance and prosecution of the Patents shall not be taken upon UNIVERSITY.

ARTICLE 9 WAIVER

No waiver of any provisions hereof shall be effective unless in a writing signed by authorized agents of both Parties hereto and shall not be construed as a continuing waiver beyond the specific instance referred to therein.

ARTICLE 10 FORCE MAJEURE

No Party will be responsible for delays resulting from causes beyond the reasonable control of such Party, including without limitation fire, explosion, regulatory delay, flood, war, strike, or riot, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

ARTICLE 11 SEVERABILITY.

If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the Parties that the remainder of this Agreement shall not be affected. Furthermore, in case of any discrepancy between the present Agreement and any Italian translated version thereof, this English version shall prevail

ARTICLE 12 INDEPENDENT CONTRACTOR

Each Party shall act solely as an independent contractor and nothing in this Agreement shall be construed to give either Party the power or authority to act for, bind, or commit the other Party in any way. Nothing herein shall be construed to create the relationship of partners, principal and agent, or joint-venture partners between the Parties.

The PARTIES reciprocally acknowledge that the present Agreement is the result of a negotiation conducted by them and articles 1341 and the following articles of the Codice Civile Italiano will have no effect.

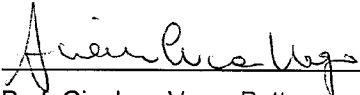
IN WITNESS WHEREOF, the Parties here to have caused this Agreement to be executed in two originals by their duly authorized representatives.

*Rice Aini Tamara Belli
Flora Berglund Moni. P.L.*

*Ferdinando
P.L.*

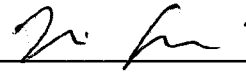
*Marta Luma
P.L.*

UNIVERSITA' DEGLI STUDI DI MILANO

By: 
Prof. Gianluca Vago, Rettore
Title: Rector

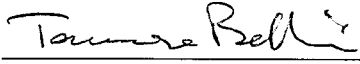
Date: 19/12/2012

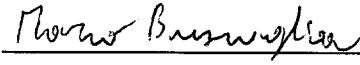
PROXENTIA s.r.l.

By: 
Dott Fabio Giavazzi
Title: Chief Executive Officer

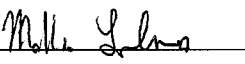
Date: 19/12/2012

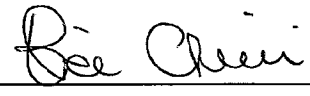
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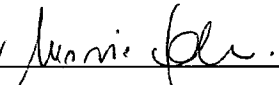
By: 
Prof. Prof. Tommaso Bellini

By: 
dr. ing. Marco Buscaglia

By: 
Dott dr. Roberto Cerbino.

By: 
Dr. Matteo Salina,

By: 
Dr. Bice Chini

By: 
Dr. Mario Salerno

EXHIBITS :

- Exhibit 1 : LICENSE AGREEMENT
- Exhibit 2 : SOLVAY'S NOTICE OF LICENSE APPROVAL