

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3374372

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MEDICAL UNIVERSITY OF VIENNA	07/26/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	UNIVERSITÀ DI BOLOGNA
<b>Street Address:</b>	ZAMBONI, 33
<b>City:</b>	BOLOGNA
<b>State/Country:</b>	ITALY
<b>Postal Code:</b>	40126
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14633757
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(770)951-0933
<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>	
<b>Phone:</b>	7709339500
<b>Email:</b>	mary.meegan@thomashorstemeyer.com
<b>Correspondent Name:</b>	THOMAS   HORSTEMEYER, LLP
<b>Address Line 1:</b>	400 INTERSTATE NORTH PARKWAY
<b>Address Line 2:</b>	SUITE 1500
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30339
<b>ATTORNEY DOCKET NUMBER:</b>	221006-1020
<b>NAME OF SUBMITTER:</b>	CARIN R. MILLER
<b>SIGNATURE:</b>	/CRM/
<b>DATE SIGNED:</b>	05/29/2015
<b>Total Attachments: 8</b>	
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Rep. 3815 / 2014  
Act 63922 del 26/7/2014



**ASSIGNMENT OF PATENT  
BETWEEN**

**Alma Mater Studiorum - Università di Bologna**, with registered office in Bologna (Italy), at Via Zamboni n. 33, Tax Registration No. 80007010376, VAT No. 01131710376, herein represented by the Director of Research and Technology Transfer Division, Dr. Giuseppe Conti, authorized by resolution of the Board of the University;

(hereinafter referred to as the "UNIBO" or, more generally, as "Party");

**AND**

**Medical University of Vienna**, with registered office in Vienna, at Spitalgasse 23, A-1090, VAT No. ATU57469858, herein represented by its legal representative Univ. Prof. Dr. Markus Müller, Vice-Rektor for Research,

(hereinafter referred to as the "MUW" or, more generally, as "Party")

(all Parties will hereinafter be jointly referred to as the "Parties")

**WHEREAS:**

(A) the Parties have entered into common research activities that have led to innovative results concerning the treatment of CDKL5 deficiency (hereinafter referred to as "Invention") potentially patentable or protectable under the Intellectual Property (IP) systems;

(B) Dr. Elisabetta Ciani of UNIBO and Dr. Franco Laccone of MUW are inventors of the Invention and were employees of UNIBO and MUW at the time the Invention was made ("Inventors");

(C) An U.S. Provisional Patent Application entitled "TATk-CDKL5 FUSION PROTEINS, COMPOSITIONS, FORMULATIONS, AND THEIR METHODS OF MAKING AND METHODS OF USING" has been filed on February 28, 2014, with n. 61/946,280, inventors Elisabetta Ciani and Franco Laccone (hereinafter referred to as "Patent Application") to protect the Invention;

(D) it was further agreed upon between the Parties that an assignment agreement should be negotiated and settled by the Parties concerning the ownership of Patent Application.

**THE PARTIES AS HEREINBEFORE DEFINED**

**AGREE AND STIPULATE AS FOLLOWS:**

**Art. 1 - Definitions**

**Assigned Patents** mean the Patent Application together with any patent rights which claim priority from or are derived from it or which claim the same subject matter;

**Assigned Patent Expenses** means all the expenses incurred directly in the process of establishing, maintaining and commercialising the Assigned Patents, included but not limited to legal fees or every other sum paid to handle or maintain the Assigned Patents, all divisions, renewals, continuations, continuations-in-part, extensions, reissues, substitutions, confirmations, registrations, revalidations, and costs such patent attorney's costs, fees for external advisors and consultants;

**Net Revenues** means all sums received by UNIBO arising from UNIBO's commercial exploitation of the Assigned Patents less:

- a) Assigned Patent Expenses paid by UNIBO;
- b) all sums reimbursed by third parties to UNIBO for Assigned Patent Expenses.
- c) all sums paid by third parties to UNIBO for research activity related to the Assigned Patents and to the Invention.

The amounts due as Net Revenue are to be reported to MUW in accordance with clause 5.2.

**Confidential Information** means all scientific, technical, commercial and other information or data (including all oral and visual information or data and all information or data recorded in writing or in any other medium or by any other method) disclosed by one Party to another pursuant to this Agreement;

**Effective Date** shall mean the date of the second signature of this Agreement.

## **Art. 2 - Assignment**

**2.1** In consideration of the revenue in Art. 5, and subject to the terms and conditions of this agreement, MUW assigns to UNIBO the full and exclusive benefit of the Assigned Patents, including the right to recover and take all such proceedings as may be necessary for the recovery of damages or other remedies in respect of all infringements of the Assigned Patents, whether committed before or after the date of this Agreement.

## **Art. 3 - Ownership and Management of Intellectual Property Rights**

**3.1** All rights in and to the Assigned Patents shall be vested in UNIBO absolutely and MUW hereby waives on its own behalf and on behalf of all officers, employees and researchers (past and present) of the MUW any and all claims they may have in respect of the Assigned Patents. MUW shall do all acts as shall be necessary to transfer full legal title to the Assigned Patents to UNIBO and hereby acknowledges that UNIBO is solely entitled to the Assigned Patents. UNIBO shall bear all costs arising out of the assignment agreement (e.g. notary costs).

**3.2** UNIBO shall apply for, prosecute and maintain such Assigned Patents as it believes it is reasonable to do so, and shall keep MUW informed of all patents granted and the progress of

all applications relating to Assigned Patents provided that nothing in this Agreement shall oblige UNIBO to bring any action to enforce the Assigned Patents. Any decisions in relation to such matter shall be taken in UNIBO's sole discretion.

3.3 Notwithstanding any other provision of this Agreement, UNIBO will not abandon the prosecution of the Assigned Patents without first providing a written offer to MUW to assign such patent rights to MUW. If MUW does not accept in writing the offer within 4 weeks of receipt, UNIBO is entitled without any further notification to implement the intended abandonment or assignment of such Assigned Patents.

3.4 Notwithstanding the rights granted above, the Parties confirm, acknowledge and agree that MUW retains a royalty-free, non-exclusive, perpetual, irrevocable license to use the Assigned Patents for research, educational and administrative purposes without cost.

#### **Art. 4 - Commercial Exploitation of the Assigned Patent**

4.1 UNIBO shall use reasonable endeavours to carry out the commercial exploitation of the Assigned Patents, so far as it is reasonably possible to do so in the light of commercial considerations and the nature of the Assigned Patents. MUW acknowledges that the terms of any such agreement shall be determined in UNIBO's sole discretion, but UNIBO shall wherever practicable give MUW reasonable prior notification of all proposed agreements, transactions and matters relating to such commercial exploitation. Starting from the first year of concrete commercial exploitation of Assigned Patents (e.g. signature of license agreement), UNIBO shall, once a year within 30<sup>th</sup> of April of each year, provide MUW with a written report summarising the commercialisation- and patent-related events and activities.

#### **Art. 5 - Division of Revenues**

5.1 Net Revenues as above defined shall be shared between MUW and UNIBO as follows:

- MUW: 15% of the Net Revenues
- UNIBO: 85% of the Net Revenues

5.2 In case that Net Revenues arise, UNIBO, within 30<sup>th</sup> of April of each year, shall provide MUW for a report showing the Net Revenues originated within the previous year and the corresponding amount of Net Revenues due to MUW. After MUW invoices the due amount of Net Revenues, UNIBO will pay them according to art. 6.

5.3 In the event that Assigned Patents are exploited as part of a package with other intellectual property owned by or licensed to UNIBO such that UNIBO receives royalties or other payments that are not specific to any particular part of the package, the Net Revenue attributable to Assigned Patents shall be as determined jointly by the Parties.

5.4 UNIBO shall keep proper books and records of account containing all data necessary for the calculation of Net Revenue and the sums due and payable hereunder. On MUW's request,

UNIBO will provide MUW with a copy of the invoices showing the amount of the expenses and of the incomes originating the Net Revenues.

5.5 MUW shall have the right from time to time but not more often than once per calendar year, upon twenty (20) days prior written notice to UNIBO, to audit UNIBO's books and records of accounts and all of the documents and other materials in the possession or under the control of UNIBO with respect to the subject matter of this agreement. MUW reserves the right to confirm any information learned in the course of such audit with any third party that has entered into a license agreement with UNIBO to license any patent issued to UNIBO whose claims are supported by the Assigned Patents to verify the accuracy of the UNIBO's payment of royalties to MUW and compliance with the terms of this agreement. UNIBO shall preserve and keep available to MUW all such books and records, documents, contracts and other data (including reports of audits undertaken by the UNIBO of the books and records of its own licensees of patents issued to UNIBO whose claims are supported by the Assigned Patents) with respect thereto for a period of seven (7) years after the date of each such record.

5.6 In the event that any audit of the books and records of UNIBO reveals an error in excess of five percent (5%) to the detriment of MUW, then UNIBO shall bear all the costs of said examination and pay forthwith all outstanding amounts together with interest thereon. Interest shall be payable on any amounts owed UNIBO to MUW which are not paid when due, at the EURIBOR rate plus 3% per annum, compounded monthly. The payment of interest shall not be deemed an alternative to the payment of amounts owing on the due dates, which payment shall be deemed to be in default.

#### **Art. 6 - Payment**

6.1 All payments due to MUW under this Agreement shall be sent by UNIBO in Euro by means of transfer to the following bank account:

Bank name: Erste Bank

Bank address: Alserstrasse 23, A-1080 Vienna, Austria

Account owner: Medizinische Universität Wien (MUW)

IBAN: AT362011140410070700

BIC: GIBAATWW

As purpose of use please state: TechID. 495.14 and SAP account number TT10349514

6.2 All payments to MUW under this Agreement shall be made without deduction of income or other taxes, charges or duties that may be imposed save insofar as UNIBO is required to deduct the same to comply with applicable laws.

#### **Art. 7 - Third Party Revenue Sharing**

7.1 All matters relating to providing rewards to inventors of Assigned Patents commercialized hereunder shall be the sole responsibility of UNIBO and MUW for their

respective inventors as in premise (B). Each Party shall compensate its inventor(s) in accordance with applicable law and its own policy. Such rewards shall be met from the UNIBO and MUW respective shares of Net Revenue.

7.2 MUW shall furthermore be solely responsible for any payments to, or revenue sharing with, any third party which may have contributed to the research which resulted in Assigned Patents or its funding and such payments or revenue sharing shall be met from the MUW' share of the Net Revenue remitted to it pursuant to clause 5.

#### Art. 8 - Term of the Agreement

8.1 This Agreement shall commence on the Effective Date and shall continue until all Assigned Patents expired or are abandoned.

8.2 Expiry of this Agreement shall not affect the accrued rights of the Parties arising in any way out of this Agreement as at the date of expiry and all provisions which are expressed to survive this Agreement shall remain in full in force and effect.

#### Art. 9 - Termination

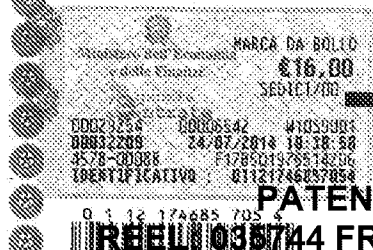
9.1 In the event of a material breach of any of the terms and conditions of this Agreement by one of the Parties hereto, the non-defaulting Party may terminate this Agreement, without limitation of any other right it may have on account of such failure, upon written notice to the Party in default ("Defaulting Party"), provided that the Defaulting Party fails to cure such material breach within sixty (60) days after written notice from the non-defaulting Party describing the breach and requesting the Defaulting Party to cure.

9.2 In the event of termination due to UNIBO's fault, the MUW share of 15% shall revert to MUW and UNIBO will execute an assignment to MUW to transfer MUW's share of all the patents granted for the Assigned Patents.

#### Art. 10 - Warranties and Liability

10.1 MUW represents and warrants to UNIBO that it has the right to enter into this Agreement and that there are no outstanding assignments, grants, licenses, encumbrances, obligations or agreements, either written, oral or implied, inconsistent with this Agreement including the waivers set out in Article 2 and 3.

10.2 Save as provided in Article 10.1, no Party gives any representation or warranty in relation to the subject-matter of this Agreement including the Assigned Patent and no representation or warranty is made in relation to the validity of the Assigned Patent nor that the use of any Assigned Patent will not infringe the rights of any third parties nor as to the merchantability, satisfactory quality or fitness for any purpose of the Assigned Patent nor in relation to any other matter relating to the Assigned Patent.



**Art. 11 - Confidentiality**

11.1 The Parties shall keep the Confidential Information secret and confidential and shall not at any time for any reason whatsoever, without the prior written consent of the disclosing party, disclose the Confidential Information or permit it to be disclosed to any third party nor use it or permit it to be used for any purpose save as permitted under the terms of this Agreement. The Parties shall procure that all third parties having access to any of the Confidential Information shall be informed of the secret and confidential nature of the same and to the extent reasonably practicable be subject to obligations the same as those set out in this clause. The obligations of confidentiality under this clause shall not apply to any part of the Confidential Information which:

- (a) was in the public domain prior to the date of its disclosure by the disclosing Party; or
- (b) comes into the public domain after the date of its disclosure by the disclosing Party other than through a breach of confidentiality owed to the receiving Party; or
- (c) the receiving Party can show was known to it prior to its receipt from the disclosing Party and was not previously acquired by the receiving Party from the disclosing Party under an obligation of confidence; or
- (d) is disclosed to the receiving Party other than by the disclosing Party and otherwise than in breach of any obligation of confidentiality or non-use owed to the disclosing Party; or
- (e) the receiving Party may be required by statute or regulation to disclose to a governmental agency (subject to obligations of secrecy wherever possible); or
- (f) was independently developed by the receiving Party without the use of any of the Confidential Information.

11.2 Upon the termination of this Agreement and in the absence of any further agreement between the Parties, each receiving Party shall return all written Confidential Information received hereunder to the disclosing Party without retaining any copy thereof, except one copy necessary for archival purposes. The foregoing provisions of confidentiality and non-use shall be valid for a period of five (5) years from the date of expiry or termination for whatever reason of this Agreement

**Art. 12 - Use of Names**

12.1 No Parties may use the name of the other Parties to this Agreement in any way for advertising or publicity without the express written consent of the other named Party is provided.

**Art. 13 - Language and Governing Law**

13.1 This Agreement has been executed by Parties in English language.



13.2 This Agreement shall be governed by and construed in accordance with the law of Austria.

13.3 Every dispute arising or in any event connected to the provisions of this Agreement, including merely by way of example and not limited to, any dispute in relation to the existence, validity and interpretation and effectiveness of the said Agreement, will be brought before the competent Court of Vienna which shall have exclusive jurisdiction.

#### **Art. 14 - Notices**

14.1 Any notice to be given in relation to the execution of the present Agreement, or related thereto, must be made using the following contact details:

**For UNIBO:**

Università di Bologna - Area Ricerca e Trasferimento Tecnologico (ARIC)

Knowledge Transfer Office (KTO)

Via Zamboni, 33 - 40126 Bologna (BO)

Tel. +39 051 20 98833 ; +39 051 20 99439

Fax +39 051 20 86190

Mail [kto@unibo.it](mailto:kto@unibo.it); [business.team@unibo.it](mailto:business.team@unibo.it); [laura.camanzi@unibo.it](mailto:laura.camanzi@unibo.it); [a.ravaioli@unibo.it](mailto:a.ravaioli@unibo.it)

**For MUW:**

Medizinische Universität Wien

Technologietransfer

Spitalgasse 23

1090 Wien

Austria

Tel. +43 1 40160 25201

Fax. +43 1 40160 925200

Mail to: [technologietransfer@meduniwien.ac.at](mailto:technologietransfer@meduniwien.ac.at); [helga.kroschewski@meduniwien.ac.at](mailto:helga.kroschewski@meduniwien.ac.at); [franco.lacone@meduniwien.ac.at](mailto:franco.lacone@meduniwien.ac.at)

14.2 Any change in the addresses indicated in the preceding sub-article must be notified to the other Parties in a timely manner. Until such change is communicated, notices sent to the addresses indicated above will be held to have been validly delivered.

#### **Art. 15 - Assignability**

15.1 Neither Party may assign this Agreement without the written permission of the other Party.

**Art. 16 - Survival of Certain Provisions**

16.1 Each of Sections 1, 3.3, 3.4, 5.4-5.6, 6, 10-13, and 15-17 shall survive the termination of this agreement as well as any rights, obligations and duties which by their nature extend beyond the termination of this agreement.

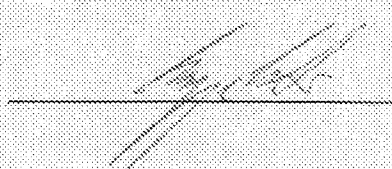
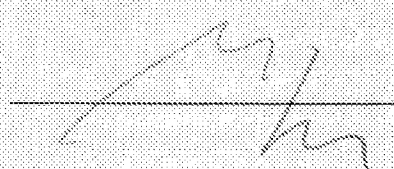
**Art. 17 - Severability**

17.1 If any provision of this Agreement will be held to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, provided that the intent of the Parties in entering into the Agreement is not materially affected thereby

**Art. 18 - Entire Agreement**

18.1 This Agreement constitutes the entire Agreement between the Parties concerning the subject matter hereof. All prior written agreements respecting the subject matter hereof are void. No amendment of this Agreement will be binding on the Parties unless mutually agreed to and executed in writing by each of the Party.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives as of the date first written.

<p>Bologna, <u>26 / 7 / 2014</u> On behalf of UNIBO Dr. Giuseppe Conti</p> 	<p>Vienna, <u>9 / 7 / 2014</u> On behalf of the MUW Univ. Prof. Dr. Markus Müller</p> 
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