

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3443800

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS)	06/30/2015
RECEIVING PARTY DATA	
Name:	CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS)
Street Address:	3, RUE MICHEL-ANGE
City:	PARIS, CEDEX 16
State/Country:	FRANCE
Postal Code:	75794
Name:	UNIVERSITE DE BORDEAUX
Street Address:	35, PLACE PEY BERLAND
City:	BORDEAUX
State/Country:	FRANCE
Postal Code:	33000
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14802183
CORRESPONDENCE DATA	
Fax Number:	(617)342-4001
<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:	617-342-4000
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ATTORNEY DOCKET NUMBER:	102878-0109 (2 OF 2)
NAME OF SUBMITTER:	JOHN D. LANZA
SIGNATURE:	/John D. Lanza/
DATE SIGNED:	07/17/2015

Total Attachments: 13

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**JOINT OWNERSHIP AGREEMENT
N° L15181****BY AND BETWEEN:**

- 1°) The **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE**, a scientific and technological public establishment, having its head office at 3, rue Michel-Ange, 75794 PARIS Cedex 16, FRANCE, registered for VAT purposes under intra-Community VAT number FR40180089013, "SIRET" [company office] No. 180089013 04033, NAF code 7219 Z, represented by its President, Mr Alain FUCHS, hereinafter referred to as "CNRS",

ON THE FIRST HAND**AND:**

- 2°) **UNIVERSITE DE BORDEAUX**, a public establishment of scientific cooperation, having its head office at 35, place Pey Berland, 33000 BORDEAUX, FRANCE, registered for VAT purposes under intra-Community VAT number FR23130018351, "SIRET" No. 130 018 351 00010, APE Code 8542Z, represented by its President Mr Manuel TUNON DE LARA, hereinafter referred to as "UNIVERSITY",

ON THE OTHER HAND

The CNRS and the UNIVERSITY are hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

The PARTIES are acting in their own name and on behalf of the "Institut interdisciplinaire de neurosciences" (IINS), UMR No. 5297, located at 146, rue Léo Saignat - 33076 BORDEAUX - FRANCE, directed by Mr Daniel CHOQUET, hereinafter referred to as the "LABORATORY".

En accord entre les parties, les présentes ont été reliées par le procédé ASSEMBLACT R.C. empêchant toute substitution ou addition et sont seulement signées à la dernière page.

PATENT**REEL: 036124 FRAME: 0784**

WHEREAS:

(REDACTED)

Said invention being likely to be protected by intellectual property, a European patent priority application N° EP12166450.2, entitled "*Method and apparatus for single-particle localization using wavelet analysis*", and citing as inventor Mr Jean-Baptiste SIBARITA, was filed on May 2nd, 2012 in the name of the CNRS. This patent application and its family are hereinafter referred as the "PATENTS" and are described in the Preliminary Article below. The software WaveTracer has been filed at the Agence pour la Protection des Programmes on January 08th, 2012. It is hereinafter referred to as the "SOFTWARE" and is described in the Preliminary Article below.

The Université Bordeaux Segalen stated in a mail sent to the CNRS on June 27th, 2012 that it accepted to be co-owner of the PATENTS.

(REDACTED)

According to the terms of articles 2 and 11 of the décret n°2013-805, of September 3rd, 2013, carrying creation of the UNIVERSITY, the Université Bordeaux Segalen, stopped existing as a legal entity as from January 1st, 2014. As from this date, the UNIVERSITY substituted itself for the Université Bordeaux 1, the Université Bordeaux Segalen and the Université Montesquieu Bordeaux IV, included within this new establishment. The rights and duties of the Université Bordeaux Segalen are so automatically transferred to the UNIVERSITY.

It is reminded that the SATT Aquitaine project has been adopted by a decision from the Prime Minister on January 19th, 2012, in the "investissements d'avenir" public program. The society SATT Aquitaine named Aquitaine Science transfert, has been created on July 17th, 2012. The SATT Aquitaine has several assignments, and especially the assignment of funding and the maintenance of intellectual property rights. The SATT Aquitaine also manages the licensing of the intellectual property rights portfolio. To this end, the SATT Aquitaine insures for the UNIVERSITY the follow-up of the PATENTS and the SOFTWARE.

Consequently, the present Agreement will formalize the rules applicable to the joint ownership of the PATENTS, the SOFTWARE and the rights and obligations resulting therefrom.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

Preliminary Article - **DEFINITIONS**

CONFIDENTIAL INFORMATION, shall mean any confidential or protected information belonging to the PARTIES or to one of the PARTIES, in relation to the technologies which is the object of the PATENTS and the SOFTWARE, whether it be in written, graphic, oral or in any other form.

COUNSELS, shall mean the Intellectual Property Counsel, which has been given the responsibility of prosecuting all documents for the preparation, filing, extension, delivery and maintenance of the PATENTS, its foreign representatives and if necessary the company which manages the payment of annuities for the PATENTS.

EFFECTIVE DATE shall mean May 2nd, 2012.

EXPLOITATION AGREEMENT, shall mean any and all agreements such as, such list not being exhaustive, license agreements, option to license agreements and joint assignment agreements for the PATENTS and/or the SOFTWARE, negotiated by the EXPLOITATION MANAGER in connection with the tasks incumbent upon it hereunder, regardless of whether said EXPLOITATION AGREEMENT is at a negotiation stage or has been signed.

EXPLOITATION MANAGER, shall mean the PARTY which has been chosen by the PARTIES and which has been given the mission to identify and contact potential partners for the exploitation of the PATENTS and/or the SOFTWARE and to take any action related thereto in the name and on behalf of the PARTIES.

EXPLOITATION REVENUES, shall mean all amounts received from EXPLOITATION AGREEMENTS including but not limited to lump sum payments, royalties, milestones and the like received by the EXPLOITATION MANAGER, on behalf of the PARTIES, regardless of whether these sums are due upon signature of the EXPLOITATION AGREEMENTS or at subsequent stages of their performance. EXPLOITATION REVENUES shall not include revenues received in exchange of collaborative research agreement related to the PATENTS and/or the SOFTWARE and which are directly paid to the PARTY(IES) taking part to said collaborative research agreement.

INDUSTRIAL PROPERTY EXPENSES, shall only include direct costs invoiced by COUNSELS for expenses for the preparation, filing, extension, delivery and maintenance of the PATENTS. INDUSTRIAL PROPERTY EXPENSES shall also include direct costs relating to the registration of the present joint ownership. INDUSTRIAL PROPERTY EXPENSES do not include any future expenses incurred in actions taken by one or several PARTIES in relation to infringement in defense of the PATENTS and/or the SOFTWARE and/or any claims of invalidity falling within the scope of Article 8.

PATENTS shall mean:

- the European patent priority application N° EP12166450.2, entitled "*Method and apparatus for single-particle localization using wavelet analysis*", filed on May 2nd, 2012 in the name of the CNRS and citing as inventor Mr Jean-Baptiste SIBARITA.
- as well as any and all patents issuing there from, any and all divisions, continuations, renewals, continuations-in-part, reissues, re-examinations, extensions and any and all national or foreign equivalents thereof.

PATENT AND SOFTWARE MANAGER, shall mean the PARTY which has been chosen by the PARTIES and has accepted to be in charge of managing all actions relating to the preparation, filing, extension, delivery and maintenance of the PATENTS, in the name and on behalf of the PARTIES.

(REDACTED)

THIRD-PARTY CO-CONTRACTORS, shall mean any and all identified third parties, interested in the exploitation of the PATENTS and/or the SOFTWARE in connection with an EXPLOITATION AGREEMENT.

Singular terms can be read in the plural and vice versa.

Article 1 - **PURPOSE OF THE CONTRACT**

- 1.1 The CNRS hereby assigns to the UNIVERSITY, which accepts, fifty per cent (50%) of its ownership in the PATENTS and in the SOFTWARE, as well as the priority right resulting therefrom.
- 1.2 As a consequence, the PARTIES are joint owners of the PATENTS and the SOFTWARE and shall bear all the rights and obligations related to them. The ownership shall be shared as follows:
 - Fifty per cent (50 %) for the CNRS,
 - Fifty per cent (50 %) for the UNIVERSITY.
- 1.3 By the present Agreement, the PARTIES wish to formalize the rules applicable to the joint ownership of the PATENTS, the SOFTWARE and the rights and obligations resulting therefrom.

Article 2 - **TERM**

The present Agreement shall take retroactive effect on the EFFECTIVE DATE, and shall remain in effect for the whole duration of validity of the last to expire PATENTS and until the expiry of the SOFTWARE, in accordance with the articles L. 123-1 and L.123-2 of the French Intellectual Property Code. The present Article applies absent early termination as set forth in Article 10 of the present Agreement.

Article 3 - FILING, ISSUANCE AND MAINTENANCE OF THE PATENTS

(REDACTED)

(REDACTED)

Article 4 – EXPLOITATION AND USE OF THE PATENTS AND THE SOFTWARE

(REDACTED)

(REDACTED)

(REDACTED)

Article 5 – ACCOUNTING

(REDACTED)

Article 6 - PATENTS AND SOFTWARE ASSIGNMENT

(REDACTED)

(REDACTED)

Article 7 - CONFIDENTIALITY

(REDACTED)

(REDACTED)

Article 8 - INFRINGEMENT – PATENTS AND SOFTWARE VALIDITY

(REDACTED)

Article 9 - TRANSFER

Notwithstanding Article 6, the present Agreement is personal, non-transferable and non-assignable.

Article 10 - TERMINATION

(REDACTED)

Article 11 - WAIVER

(REDACTED)

Article 12 - **GOVERNING LAW AND DISPUTES**

(REDACTED)

Article 13 - **ENTIRE UNDERSTANDING**

(REDACTED)

Article 14 - **INVALIDITY OF A CLAUSE**

(REDACTED)

Article 15 - **HEADINGS**

In the event of difficulties of interpretation between any of the headings preceding the clauses and any one of the clauses, the headings shall be ignored.

Article 16 - **REGISTRATION OF THE AGREEMENT**

The PATENT MANAGER shall register the present Agreement at the appropriate National Patent Office of intellectual property for the PATENTS.

The costs of such registration will be supported by the PATENT AND SOFTWARE MANAGER.

Article 17 - LANGUAGES

The present Agreement has been established in English. Only said version shall be authoritative.

Article 18 - NOTIFICATIONS

(REDACTED)

Established in three (3) original copies, one (1) for each PARTY and one (1) for registration.

In Paris,
On

30 JUIN 2015
Direction de l'innovation et des Relations avec les Entreprises
La directrice

M. P. Comet

Marie-Pierre COMET

Mr Alain FUCHS
President of the CNRS



In Bordeaux,
On

23 JUIN 2015



Mr Manuel TUNON DE LARA
President of the UNIVERSITY

En accord entre les parties, les présentes ont été reliées par le procédé ASSEMBLACT F.C. empêchant toute substitution ou

