503653441 01/18/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3700075

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
GRIFOLS WORLDWIDE OPERATIONS LIMITED	02/12/2015

RECEIVING PARTY DATA

Name:	GRIFOLS, S.A.	
Street Address:	CALLE JESÚS Y MARÍA, N°6	
City:	BARCELONA	
State/Country:	SPAIN	
Postal Code:	08022	

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	9193528
Application Number:	14283571

CORRESPONDENCE DATA

Fax Number: (949)760-9502

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: 949-760-0404 **Email:** efiling@knobbe.com

Correspondent Name: KNOBBE MARTENS OLSON & BEAR LLP

Address Line 1: 2040 MAIN STREET

Address Line 2: FOURTEENTH FLOOR

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	DURC5.001AUS/002AUS	
NAME OF SUBMITTER:	DANIEL ALTMAN	
SIGNATURE:	/daniel altman/	
DATE SIGNED:	01/18/2016	

Total Attachments: 2

source=Transfer_Agreement#page1.tif source=Transfer_Agreement#page2.tif

PATENT 503653441 REEL: 037512 FRAME: 0166

PATENT TRANSFER AGREEMENT

12 February 2015 (the "Effective Date")

BY AND BETWEEN

ON THE ONE PART, GRIFOLS WORLDWIDE OPERATIONS LIMITED, a company duly incorporated and existing under the laws of Ireland, having its registered address at Embassy House, Herbert Park Lane, Ballsbridge, Dublin 4 (Ireland) ("GWO"); and

ON THE OTHER PART, GRIFOLS, S.A., a company duly incorporated and existing under the laws of Spain, having its registered address at Calle Jesús y María, n°6, 08022-Barcelona (Spain) ("Grifols SA").

Hereinafter, GWO and Grifols SA shall be collectively referred to as "Parties" and individually as a "Party".

WHEREAS

- I. GWO holds all rights, title and interests in and to the Spanish patents P201331177/X, P201430343/6, P201430824/1, P201430843/8 and P201431561/2, European Patent 14162919.6 and US patents 14/283.571 and 14/250.034 (the "Patents").
- II. Due to Grifols SA's patent policy, the Parties have agreed that GWO shall transfer its ownership over the Patents to Grifols SA, together with any and all interest and rights derived thereof.
- III. Therefore, both Parties, mutually recognizing, in the representation they hold, their necessary legal capacity for this act, enter into this Patent Transfer Agreement (the "Agreement") in accordance with the following

CLAUSES

- f. GWO hereby transfers, assigns, conveys and delivers to Grifols SA and Grifols SA hereby accepts such transfer, assignment, conveyance and delivery of all of GWO's rights, title and interests in and to the Patents, included any possible applications related thereto and all renewals and extensions thereof.
- 2. GWO hereby covenants and agrees that, upon Grifols SA's prior written request, it shall execute and deliver any document that Grifols SA may reasonable require or need for the purpose of evidencing, enforcing, protecting and/or defending Grifols SA's rights, title and interests in and to the Patents.
- 3. In consideration for the transfer of the Patents, Grifols SA shall pay to GWO the total amount of €40,032 (VAT not included), which amount corresponds to the costs already assumed by GWO related to each of the Patents up to the Effective Date.

PATENT REEL: 037512 FRAME: 0167

- 4. The indicated amount shall be paid by Grifols SA to GWO within thirty (30) days of receipt of the invoice issued by GWO, through bank transfer to the bank account designated by GWO.
- 5. The invoice issued by GWO shall include a breakdown of the applicable VAT, as well as the amounts to be paid by Grifols SA per each Patent.
- 6. This Agreement shall enter into force on the Effective Date and continue until both Parties fulfil all obligations contained herein.
- 7. The Parties agree that this Agreement is a commercial agreement on the terms of the provisions contained herein, and shall be governed by the laws of Spain, excluding any principles of conflicts of law.
- 8. Any dispute, controversy or difference arising out of or in connection with this Agreement shall be settled by Arbitration in Law before the *Tribunal Arbitral de Barcelona*, which shall be in charge of appointing one (1) arbitrator, expert on the purpose of this Agreement, and of managing the proceeding, pursuant to its own rules and regulations. The award rendered by the arbitrator shall be final and binding upon the Parties hereto.

In witness whereof, each Party signs this Agreement in all its pages, duplicate and to a sole effect in the place and date specified below.

GRIFOLS SA

Name: Javier Jorba Ribes Title: Legal Representative

Place: Barcelona

Date: February 12, 2015

GWO

Name: Alfredo Arroyo Guerra Title: Legal Representative Place: Bassalan Austria Date: February 12, 2015