

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3782627

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BIOMEDICAL INTERNATIONAL SERVICES LTD.	01/06/2016
RECEIVING PARTY DATA	
Name:	SERUM INTERNATIONAL SERVICES S.A.
Street Address:	C/O WESTERN TRUST CORPORATION, TORRE DELTA BUILDING
Internal Address:	6TH FLOOR, OFFICE 601, VIA ESPANA, ELVIRA MENDEZ STREET
City:	PANAMA CITY
State/Country:	PANAMA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7560528
CORRESPONDENCE DATA	
Fax Number:	(609)924-3036
<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:	6099248555
Email:	cpmazza@pbnlaw.com
Correspondent Name:	PORZIO BROMBERG & NEWMAN, P.C.
Address Line 1:	29 THANET ROAD
Address Line 2:	SUITE 201
Address Line 4:	PRINCETON, NEW JERSEY 08540
ATTORNEY DOCKET NUMBER:	5058-101US (85204)
NAME OF SUBMITTER:	DIANE DUNN MCKAY
SIGNATURE:	/Diane Dunn McKay/
DATE SIGNED:	03/14/2016
Total Attachments: 5	
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PATENT PURCHASE AGREEMENT

Between:

BIOMEDICAL INTERNATIONAL SERVICES Ltd. – Bulgarian company, with ID code in the Bulgarian Trade Register No 202663722, with registered address: 5 Knyaz Alexander Dondukovbulvd., Entry A, Fl. 7, Ap. 20, Oborishte District, Sofia 1000, Republic of Bulgaria, represented by the Manger Efthimios Ippikoglou, mentioned hereinafter as the **"SELLER"**

and

SERUM INTERNATIONAL SERVICES S.A. – Panamanian company with registered address at the offices of Western Trust Corporation, Torre Delta Building, 6^o fl., Office 601, Via España, Elvira Mendez Street, Panama City, Republic of Panama, represented by the President Minerva Acosta, mentioned hereinafter as the **"PURCHASER"**

RECITALS:

WHEREAS, the SELLER is the sole holder of all right, title and interest to US Patent concerning new "METHOD OF PRODUCING RECOMBINANT DNA MOLECULES";

WHEREAS, the PURCHASER desires to acquire all of the SELLER's right, title and interest in and to the Invention covered by the US Patent;

WHEREAS, the SELLER intends to sell and transfer to the PURCHASER all of his right, title and interest in and to the Invention covered by the Patent for the territory of USA;

in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

OPERATIVE PROVISIONS:

Section 1 "Definitions"

1. In this agreement the following words and expressions will, unless the context requires otherwise, have the following meaning:

Agreement	shall mean this Patent Purchase Agreement including Exhibit I and any future annexes signed by the parties;
Day of Signing	shall mean the day on which both parties have signed the Agreement -- if they do this on different days, the later day shall be considered;
Effective date	shall mean the day when the SELLER receives the total payment specified in this Agreement;
Invention	shall mean the described in the acquired Patent Method of Producing Recombinant DNA Molecules;

Patent shall mean the US patent No 7,560,528 B2, according to the Exhibit 1;
Exhibit 1 shall mean the copy of the detailed information on the Patent;

Section 2 "Purchase"

2. 2.1. The SELLER sells to the PURCHASER all of his right, title and interest in and to the Invention, deriving from the Patent. SELLER hereby requests the Commissioner of Patents of the United States to record this agreement of all right, title and interest in the Patent to PURCHASER. SELLER authorizes PURCHASER to deposit detailed information about this purchase with the USPTO for recordal in the Patent Register personally or to authorize third party on its own responsibility.
- 2.2. Except with respect to the acquired Patent, according to the Exhibit 1 as expressly set forth in this Agreement, no license, immunity, ownership interest, or other right is granted under this Agreement, either directly or by implication, estoppels, or otherwise.

Section 3 "Payment"

3. 3.1. In consideration of the purchase of the Patent pursuant to this Agreement, and of the promises and covenants contained herein, PURCHASER shall pay to SELLER a fee in the amount of EUR 2'197'029 (or equivalent in USD) on the Day of Signing this Agreement, no portion of which shall be refundable.
- 3.2. Payment shall be made by transfer to Bank Vontobel AG, Switzerland,
Account Number: 84951.001
IBAN for EURO: CH88 0875 7000 0125 0605 8
IBAN for USD: CH88 0875 7000 0125 0605 9
- 3.3. All bank taxes shall be paid by the PURCHASER.
- 3.4. SELLER shall confirm the save receipt of the payment in writing to the PURCHASER and that day will be consider for the Effective Date of the Agreement.
- 3.5. If SELLER does not receive the total payment set forth in this Section 3.1 within 3 working days after the Day of Signing of this Agreement, the SELLER shall have the right to consider this Agreement for null and void with no obligations to determine additional term for payment.
- 3.6. No right, title and interest that are subject to this Agreement shall be considered for transferred to the PURCHASER before the Effective Date.

Section 4 "SELLER's Representations and Warranties"

4. The SELLER hereby represents and warrants:
- 4.1. that it has the legal right and authority to execute this Agreement, and to validly sell the entire interest in and to the Patent to PURCHASER;
- 4.2. that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future;

4.3. that to the best of SELLERS's knowledge, the Patent is valid and enforceable as of the Day of Signing of this Agreement;

4.4. that the Invention and the Patent have not been taken from any third party without authorization;

4.5. that it will not use the Invention and will not transfer any right, title and interest in and to the Patent toward third party after the Day of Signing with the exception that no Effective date comes.

Section 5 "PURCHASER's Representations and Warranties"

5. PURCHASER hereby represents and warrants:

5.1. that it has the authority to enter this Agreement;

5.2. that it has enough funds to pay for the purchase;

5.3. that it will not re-transfer the Patent, will not use it for loans or will not apply the Invention until it has made complete payment of the money due under section 3.1. and confirmation that the Effective date has come is made by SELLER.

Section 6 "Patent Status"

6. PURCHASER hereby acknowledges that any finding or ruling subsequent to the Effective date of this Agreement that the Patent is invalid or unenforceable shall not give rise to a cause of action against SELLER under this Agreement.

Section 7 "Further Actions"

7. SELLER hereby agrees to execute any further agreements and to take any further actions necessary to aid PURCHASER in applying the Invention and in enforcing any and all protections or privileges deriving from the Patent under circumstances determined by both parties in writing.

Section 8 "Governing Law"

8. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of Republic of Bulgaria, without regard to conflicts of law principles.

Section 9 "Severability"

9. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

Section 10 "Communications"

10. 10.1. Notices and other communications relevant to this Agreement or to any of the acquired Patent shall be sent by facsimile, by registered or certified mail or by reputable courier to the following addresses:

If to SELLER:

5 Knyaz Alexander Dondukovbulvd.,
Entry A, Fl 7, Ap. 20,
Oborishte District,
Sofia -1000,
Bulgaria

fax number: _____
e-mail: _____

If to PURCHASER:

c/o Western Trust Corporation,
Torre Delta Building,
6th fl., Office 601, Via España,
Elvira Mendez Street,
Panama City,
Panama

fax number: +507 263 9868
e-mail: info@western-trust.com

- 10.2. Notices and other communications sent by facsimile or e-mail shall be effective upon sending if followed within twenty-four (24) hours by a confirmation that is safety received.
- 10.3. Notices and other communications sent by mail or courier shall be effective upon deposit with the postal service or with the courier.

Section 11 "Miscellaneous"

- 11.1 This Agreement shall not be binding upon the parties until it has been signed by or on behalf of each party. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed as aforesaid.
- 11.2 Provided that no Effective date has come but the representations and warranties under Section 5.3. are breached, PURCHASER shall be liable for Patent infringement according to the applicable law.
- 11.3 PURCHASER, as the acquirer of all right, title, and interest in the acquired Patent, has sole discretion whether or not to institute any action or suit against third parties for infringement of the Patent or to defend any action or suit which challenges or concerns the validity of the Patent and shall hold the SELLER harmless against all losses, costs and expenses arising from such activities.
- 11.4 This Agreement constitutes the entire agreement between SELLER and PURCHASER and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

11.5 The headings of sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

11.6 This Agreement may be executed by the parties in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be in duplicate.

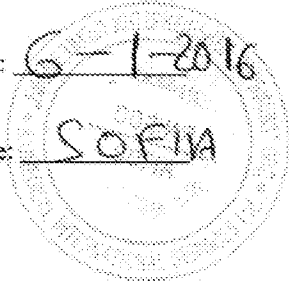
Agreed to
**BIOMEDICAL INTERNATIONAL
SERVICES Ltd.**




Efthimios Ippikoglou
Manager

Date: 6-1-2016

Place: SOFIA



Agreed to
**SERUM INTERNATIONAL
SERVICES S.A.**



Minerva Acosta
President

Date: 20/12/2015

Place: Porome

Exhibit 1: Copy of Patent No US 7, 560,528 B2