

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RICHARD COSTELLO	06/30/2010
RECEIVING PARTY DATA		
Name:	ROYAL COLLEGE OF SURGEONS IN IRELAND	
Street Address:	121 ST STEPHENS GREEN	
City:	DUBLIN	
State/Country:	IRELAND	
Postal Code:	2	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14424964
CORRESPONDENCE DATA		
Fax Number:		
<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:	617-261-3100	
Email:	mia.copp@klgates.com	
Correspondent Name:	K&L GATES LLP	
Address Line 1:	STATE STREET FINANCIAL CENTER	
Address Line 2:	1 LINCOLN STREET	
Address Line 4:	BOSTON, MASSACHUSETTS 02111	
ATTORNEY DOCKET NUMBER:	PDL-037	
NAME OF SUBMITTER:	MIA COPP	
SIGNATURE:	/Mia Copp/	
DATE SIGNED:	06/23/2016	
Total Attachments: 9		
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(1) PROF RICHARD COSTELLO
(2) ROYAL COLLEGE OF SURGEONS IN IRELAND

ASSIGNMENT OF
INTELLECTUAL PROPERTY AGREEMENT

THIS IPR ASSIGNMENT AGREEMENT is made the **30th** day of June 2010

BETWEEN:

- (1) **PROF RICHARD COSTELLO** 12 Ailesbury Gardens, Sandymount, Dublin 4, Ireland
(hereinafter referred to as "the Assignor"); and
- (2) **ROYAL COLLEGE OF SURGEONS IN IRELAND**, a private not for profit charitable organisation incorporated by charter, having its registered office at 123 St. Stephen's Green, Dublin 2, Ireland (hereinafter referred to as "the Assignee" or "RCSI");

WHEREAS:

- A. **PROF RICHARD COSTELLO** wishes to assign all intellectual property relating to his duties as Senior Lecturer at the RCSI.
- B. The parties hereto wish to set out the terms of the IPR Assignment Agreement (the "Agreement") as and from the Effective Date.

NOW IT IS HEREBY AGREED AS FOLLOWS:

INTERPRETATION

In this Agreement, unless the context otherwise requires or unless otherwise specified, the following terms shall have the following meanings:

"Assigned IPR" means (a) any and all IPR and/or Patents arising from Prof Richard Costello's duties as an employee of RCSI including but not limited to the Works identified in Schedule 1 and; (b) all improvements and/or modifications and/or continuations-in-part and/or provisionals and/or divisionals and/or continuations and/or continuation applications and/or divisional applications made to the subject-matter of the IPR and/or Patents prior to the Effective Date of this Assignment and; (c) all IPR which has been produced, invented or discovered by or on behalf of the Assignor whether alone or with any other person at any time prior to the Effective Date of this Agreement which is necessary to exploit (a) and/or (b).

"Assigned Materials" means any and all works of authorship and materials (a) developed, written or prepared by or on behalf of the Assignor whether alone or with any other person at any time prior to the Effective Date of this Agreement, and in the course of research and development activities, which incorporates any Assigned IPR, including, without limitation, any functional, technical and/or performance specification, any and all reports, studies, data, diagrams, drawings, charts, techniques, processes, algorithms and layouts, and the materials outlined in Schedule 2 hereto (in whatever medium, including without limitation, written or printed, electronic or otherwise, documents, computer discs, floppy discs, CDs, diskettes, tapes or other formats).

"Background IPR" means all IPR owned by, licensed to, or made available by the Assignor prior to the Effective Date of this Agreement, for use by either of the parties, and which is not Assigned IPR, and which has not been or is not contracted to be solely licensed to third parties.

"Effective Date" means 30th June 2010, being the date of execution of the Agreement.

"IPR" means any and all patents, trade marks, service marks, registered designs, drawings, utility models, design rights, business ideas, concepts, inventions, discoveries, copyright (including the copyright in software in any code), database rights, trade secrets and other confidential information, technical information, technology, know-how, business or trade names, goodwill and all other intellectual property and rights of a similar or corresponding nature in any part of the world including any extension to or renewal of the terms of such rights, whether registered or not, or capable of registration or not, and including all applications and the right to apply for any of the foregoing rights.

"Patents" means the patents and patent applications, arising from the Works, hereto, together with all rights therein.

"RCSI Inventions Policy" means the policy document and any amendments made thereto, as included in Schedule 3.

"Works" means the projects and concepts listed in Schedule 1 hereto.

1. ASSIGNMENT OF IPR

In consideration of the payment of the sum of €10 (ten Euro) by the Assignee to the Assignor (the receipt and sufficiency of which the Assignor hereby acknowledges was paid on the Effective Date), and of the various undertakings of the Assignee pursuant to this Agreement, the sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby as of the Effective Date:-

- 1.1.1 ASSIGNS to the Assignee free from all liens, charges and encumbrances, all right, title and interest in the Assigned IPR, throughout the world, whether now known or in the future created to which he is now or may in the future be entitled, in any and all media throughout the world, including all modifications, improvements, continuation-in-parts, provisionals, divisionals, renewals, revivals and extensions thereof and thereafter (insofar as the Assignor is able so to do) in perpetuity together with the right to sue for past infringements and to retain any damages obtained as a result of such action and all rights and benefits relating to the foregoing including any right to claim priority from any of the foregoing, TO HOLD the same unto the Assignee, its successors and assignees, absolutely;
- 1.1.2 agrees that this Agreement constitutes a full buy out of all his rights, entitlements and interests in relation to the Assigned IPR, and that the within consideration represents equitable, full and adequate remuneration for all purposes which may be vested in it by the laws of this or any other jurisdiction, and which right he now hereby irrevocably, unconditionally and in perpetuity grants and assigns onto the Assignee SAVE THAT it is acknowledged that the Assignor has a right to share in RCSI's royalty income received from exploitation of the Works, as defined by RCSI's Invention Policy document, included hereto as Schedule 3 [to the extent the Assignor is in compliance with the Invention Policy document];
- 1.1.3 to the extent that by law any Assigned IPR or the rights therein do not, or are not permitted to or cannot vest in or belong to the Assignee, agrees to hold same on trust for the benefit of the Assignee and not to exercise such rights against the Assignee or any person deriving an interest therein through the Assignee including its assignees and licensees and hereby irrevocably and unconditionally waives any moral right such as a right of paternity or integrity in the Assigned IPR and/or the Assigned Materials;
- 1.1.4 grants to the Assignee, in consideration of the payment above, a worldwide, non-exclusive irrevocable and perpetual royalty-free licence (with the right to

grant sub-licenses to third parties) to use all Background IPR owned by him or which he has a right to licence, to the extent necessary to enable the Assignee to exploit the Assigned IPR; and

- 1.1.5 undertakes, at the request and expense of the Assignee, at any time in the future, to execute all such documents, give such assistance and do such acts and things as may in the opinion of the Assignee be necessary or desirable to give effect to the protection and enforcement of the Assigned IPR, and irrevocably appoints the Assignee or its nominee as its attorney with the right to execute and sign as his act and deed in his name and on his behalf all documents as may in the opinion of the Assignee be necessary or desirable to give effect to the exploitation of the Assigned IPR.

2. TRANSFER BY DELIVERY

Immediately following the execution of this Agreement, the Assignor shall deliver to the Assignee such of the Assigned Materials as are capable of passing by delivery and shall allow the Assignee to take possession of the Assigned Materials. The Assignor shall provide the Assignee with such explanations concerning the Assigned IPR and Assigned Materials as the Assignee reasonably requires.

3. CONFIDENTIAL INFORMATION

The Assignor acknowledges that the Assigned IPR and Assigned Materials are highly valuable assets, and agrees to keep the foregoing secret at all times and shall not at any time either during or after this Agreement for whatever reason, use, communicate, reveal, or cause any unauthorised disclosure whether through any failure to exercise all due care and diligence or otherwise, to any person for its own or another's benefit, any of the Assigned IPR or Assigned Materials, without the prior written consent of the Assignee. The Assignor shall also use its best endeavours to prevent the publication or disclosure of any of the Assigned IPR or Assigned Materials.

4. WARRANTIES AND INDEMNIFICATION

The Assignor hereby represents and warrants to the RCSI that the Works are his own original work not copied wholly or substantially or in part from any other work or material and that no rights exist or have been granted to others in respect of the Works.

The Assignor hereby represents and warrants to the RCSI that he is the legal and beneficial owner of the Works, the Assigned IPR and the Assigned Materials and that there is no encumbrance, agreement, arrangement or obligation to create or give an encumbrance and no person has claimed to be entitled to an encumbrance or any benefit thereunder to the Works, the Assigned IPR and/or the Assigned Materials.

The Assignor hereby represents and warrants that he is not party to any other agreements, including but not limited to any contract of employment, that conflict with the rights granted pursuant to this Agreement.

The Assignor hereby represents and warrants that except for the Assignee and certain third parties (all of whom are subject to an enforceable obligation of confidentiality), the Assigned IPR and Assigned Materials have not been disclosed to any person, firm or company.

The Assignor hereby agrees, from the Effective Date of this Agreement, that he shall hold harmless and indemnify the RCSI and/or its nominee from and against, and shall compensate and reimburse the RCSI and/or its nominee for, any and all loss, damage, injury, decline in value, loss of opportunity, liability, claim, demand,

settlement, judgment, award, fine, penalty, tax, fee (including all legal fees), charge, cost (including costs of investigation) or expense of any nature which are suffered or incurred by the RCSI and/or its nominee or to which the RCSI and/or its nominee may otherwise become subject, and which arise from a material breach of the agreement, negligence or wilful misconduct of the Assignor or otherwise arise as a result of the Assigned IPR infringing a third party's IPR.

5. MISCELLANEOUS

Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture, or the relationship of principal and agent, between the parties.

Notwithstanding that this Agreement constitutes a full buy out of all the Assignor's rights, entitlements and interests in relation to the Assigned IPR, and that the within consideration represents equitable, full and adequate remuneration for all purposes which may be vested in it by the laws of this or any other jurisdiction, the Assignee has an absolute discretion to withdraw from the process of evaluating, developing, patenting or commercialising the Assigned IPR if it sees fit. In the event of such a withdrawal, the Assignee's rights to the Assigned IPR shall be assigned to the Assignor, and the Assigned Materials returned or otherwise destroyed at the election of the Assignor provided that such action is not precluded by third party rights or prior agreement with third parties.

This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all previous agreements and understandings between the parties and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provisions.

If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of this Agreement and the remainder of the affected provisions shall continue to be valid.

Any notices or other communication required or permitted to be given under or in connection with this Agreement shall be in writing and shall be given by sending the same in a prepaid airmail letter or by courier to the address of the relevant party set out in this Agreement, or to such other address as that party may have notified to the other for the purposes of this Agreement. Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt), to have been delivered forty eight hours after posting, and in proving the fact of despatch it shall be sufficient that the envelope containing the notice was properly addressed stamped and posted.

This Agreement shall be effective as and from the Effective Date and shall be governed by and construed in accordance with the laws of Ireland and shall be subject to the exclusive jurisdiction of the Irish Courts.

6. CERTIFICATE

It is hereby certified by or on behalf of Assignor that the property transferred herein qualifies in its entirety as intellectual property as defined by Section 101(1) Stamp Duties Consolidation Act, 1999 and as such, the aforementioned transfer of intellectual property is exempted from the charge to Stamp Duty under the provisions of Section 101(2) Stamp Duties Consolidation Act, 1999.

SCHEDULE 1

The output of the EI funded CFTD project (CFTD20050205A) and the work continuing thereafter in the field of pathology of the respiratory system.

SCHEDULE 2

Assigned Materials

All laboratory notes and data.

All physical, chemical and biological materials (including, without limitation, all modifications, progeny, descendants and derivatives of biological material).

All prototypes and models.

SCHEDULE 3
RCSI Invention Policy


IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed as a Deed and is intended to be delivered and is delivered on the date and year first herein written.

SIGNED SEALED and DELIVERED
by PROF RICHARD COSTELLO:

in the presence of:

Witness:

 10/8/10 Maenye

Signed by , duly authorised,
for and on behalf of THE ROYAL COLLEGE OF SURGEONS
in the presence of:

Witness:

