

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3986106

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SHL GROUP AB	11/01/2015
RECEIVING PARTY DATA		
Name:	NOVARTIS PHARMA AG	
Street Address:	LICHTSTRASSE 35	
City:	BASEL	
State/Country:	SWITZERLAND	
Postal Code:	CH-4056	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	D673264
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>		
Email:	mike@pipnclaw.com	
Correspondent Name:	MICHAEL G. SAVAGE	
Address Line 1:	5011 SOUTHPARK DR STE 230	
Address Line 4:	DURHAM, NORTH CAROLINA 27713	
ATTORNEY DOCKET NUMBER:	0225-051	
NAME OF SUBMITTER:	MICHAEL G. SAVAGE	
SIGNATURE:	/Michael G. Savage/	
DATE SIGNED:	08/01/2016	
Total Attachments: 7		
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ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is entered into as of November [], 2015 by and between **Novartis Pharma AG**, a corporation validly organized and existing under the laws of Switzerland and having its principal place of business at Lichtstrasse 35, CH-4056 Basel, Switzerland (hereinafter referred to as "Assignee"), and **SHL Group AB**, a corporation validly organized and existing under the laws of Sweden and having its principal place of business at Box1240, SE 131 28 Nacka Strand, Sweden (hereinafter referred to as "Assignor"). Assignor and Assignee shall be referred to individually as a "Party" and collectively as "the Parties".

WHEREAS, the affiliate of Assignor, as a representative of Assignor, has entered into a Development and Manufacturing Scale-Up Agreement dated November 08, 2010 (the "Development Agreement") with Assignee;

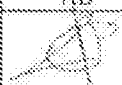

WHEREAS, the Assignor is the registered owner of the design patents as described in Schedule I hereto (the "Design Patents");

WHEREAS, the Assignor shall assign, sell and transfer unto the Assignee all of the Assignor's rights, title and interest in and to the Design Patents pursuant to Section 3.7 of the Development Agreement;

WHEREAS, the Assignee seeks an assignment of the Design Patents from Assignor to Assignee according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1 Assignment.** The Assignor hereby assigns to the Assignee all the rights, title and interest in and to the Design Patents, including all reexaminations, extensions, reissues,



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division, continuation thereof and/or applications that claims priority to the Design Patents, together with all past, present, or future claims arising out of any infringement, and all rights to claim priority on the basis of such patent applications and/or the Design Patents. Assignee shall not amend the existing registrations of the Design Patents or the applications or any registration which may issue upon approval of the applications unless it has obtained the prior written consent of the Assignor, acting reasonably.

- 2 **Further Actions.** The Assignor and the Assignee agree to sign all other documents which may be useful and necessary to give effect to the foregoing or to establish that the Assignor does not have any other right, title and interest in and to the Design Patents and the applications.
- 3 **Consideration.** In consideration for assignments made by Assignor under this Agreement, Assignee will be responsible for the fees and expenses, including the attorney fees and the labor costs, of register, maintenance and assignment of the Design Patents listed hereto as Schedule II and therefore agrees to pay Assignor US\$ 16 825 as the sum.
- 4 **Representations and Warranties.** Either Party warrants and represents that it has the right to enter into this Agreement and that the execution, delivery and performance hereof by it are within its corporate powers, and have been duly authorized by all necessary corporate or other action and that this Agreement constitutes its legal, valid and binding obligation.
- 5 **Confidentiality.**

5.1 Each Party acknowledges that it may, in the course of performing its obligations under this Agreement, be exposed to or acquire information which is confidential to the other Party as a recipient. The recipient hereby agrees to hold such information in strict confidence and not to disclose such information for any purpose whatsoever other than the performance of its obligations as contemplated under this Agreement and to advise each of its employees, agents, contractors or subcontractors who may be exposed to such confidential information of his or her obligation to keep such information confidential. The recipient's obligations under this section shall not apply to information which is or becomes publicly known through no fault of the recipient; is

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already known to the recipient; is independently developed by the recipients without reference to such information disclosed under this Agreement; or the recipient is required to disclose pursuant to law or judicial or administrative requirement or process. Termination or expiration of this Agreement shall not affect the recipient's obligations with respect to such information and such obligations shall survive termination or expiration of this Agreement unless such information becomes publicly known through no fault of the recipient.



5.2 Neither Party will make any public announcement, publication, presentation or issue any press release which utilizes any documents or information generated under this Agreement within the terms of this Agreement without prior approval of the Parties.

6 **Governing Law and venue.** This Agreement shall be interpreted, enforced, governed by and construed under the laws of Taiwan, Republic of China, excluding that body of law applicable to choice of law. Any disputes under this Agreement may be brought in the courts located in Taoyuan, Taiwan and the Parties hereby consent to the personal jurisdiction and venue of this court.

7 **No Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

8 **No Assignment.** This Agreement may not be assigned or otherwise transferred by any Party without the prior written consent of the other Party provided, however, that Assignee may, without such consent, assign its rights and obligations under this Agreement to its affiliates. Any purported assignment or transfer in violation of this section shall be void. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

9 **Severability.** Whenever possible each provision and term of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any

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provision or term of this Agreement shall be held to be prohibited by or invalid under such applicable law, then such provision or term shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

10 Entire Agreement. This Agreement constitutes the entire Agreement between Assignor and Assignee with respect to the subject matter hereof, and supersedes all oral or written communications or other agreements between the parties with respect to such subject matter hereof. No changes, supplements, addenda, or amendments to this Agreement shall be effective or enforceable unless agreed to by the parties in writing.

11 Notice. Any notice required or permitted hereunder shall be given in writing and mailed (by certified or registered mail, return receipt requested), sent by facsimile transmission (confirmed by certified or registered mail, return receipt requested), e-mail, cabled or personally delivered to the other Party hereto at its address, e-mail account or facsimile number shown below:

To Assignor

To Assignee

SHL Group AB

Novartis Pharma AG

Lennart Svanborg

[Name]

Box 1240, SE 131 28 Nacka Strand, Sweden

Address:



Phone: +46 8 462 18 19

Phone:

Email: Lennart.svanborg@shl-group.com

Email: []

or at such other address or facsimile number as such Party may designate by ten days advance written notice to the other Party.

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9. **Counterparts.** This Agreement may be executed in counterparts, each Party should hold one counterpart, but all such counterparts taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this Agreement as of the date first above written.

SHL Group AB

Name: Lennart Svanborg

Title: Managing Director

Novartis Pharma AG

Name: M. KAEFER

Title: Head R&D Device

Name: Annelise Hansen-Søger



Title: Senior Patent Attorney

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Schedule I

SHL Ref	Country/Region	Application Number	Filing Date	Registration Number
D00001EU	European Design-RCD	001603036	2009-08-21	001603036-0001
D00001US	USA	29/354032	2010-01-19	D673264
D00001CN	China	200930207913.0	2009-11-11	ZL 200930207913.0

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Schedule II

Fees

Official and attorney fees for filing and prosecuting the design application in

EM - 5078 SEK

CN - 21938 SEK

US - 29312 SEK

SHL IP staff costs for prosecuting and monitoring

30 h a 3000 SEK

Thus, it will be a total of 146929 SEK

Currency exchange rate 1 US\$ = 8,733 SEK

Total in US\$ 16 825

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