## 504056755 10/19/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 EPAS ID: PAT4103421 Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
SIMON BIRKSØ LARSEN	02/28/2013
DITTE RIBER	03/04/2013

## **RECEIVING PARTY DATA**

Name:	ZEALAND PHARMA A/S		
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City:	GLOSTRUP		
State/Country:	DENMARK		
Postal Code:	DK-2600		

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	14376088	

## **CORRESPONDENCE DATA**

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NAME OF SUBMITTER:	KRISTINA BIEKER-BRADY, PH.D.
SIGNATURE:	/Kristina Bieker-Brady, Ph.D./
DATE SIGNED:	10/19/2016

## **Total Attachments: 6**

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PATENT 504056755 REEL: 040060 FRAME: 0278

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PATENT REEL: 040060 FRAME: 0279

#### ASSIGNMENT OF INVENTION & RELATED INTELLECTUAL PROPERTY RIGHTS

#### PARTIES

(1) Simon Birksø LARSEN of Mosevangen 15, DK-3450 Birkerød, Denmark (formally of Ålborggade 5, st. DK-2100, Copenhagen, Denmark)

Ditte RIBER of Degnemose Allé 64, DK-2700, Brønshøj, Denmark (the "Inventor(s)"); and

(1) ZEALAND PHARMA A/S organised and existing under the laws of Denmark of Smedeland 36, DK-2600 Glostrup, Denmark (the "Employer");

together the "Parties" or each a "Party" as the context may indicate.

## BACKGROUND

- (A) Each Inventor is an Inventor of the Invention for which the Patent Applications have been or will be filed. The contributions of the Inventor(s) to the Invention were made in the course of the duties of each Inventor as an employee of the Employer, and the Invention falls within the normal business area of the Employer.
- (B) The Inventor(s) and the Employer believe that, either by operation of law or by virtue of an agreement entered into by each of the Inventor(s) and the Employer before the making of the Invention, the Employer was, at the time the Invention was made, entitled to the whole of the property in the contributions of the Inventor(s) to the Invention.
- (C) In case the Employer for any reason was not, at the time the Invention was made, entitled to the whole of the property in the contributions of the Inventor(s) to the Invention, and in order to provide documentary evidence that the Employer is the owner of both the legal title and the beneficial interest in the Patent Applications and in any contributions of the Inventor(s) to the Invention, including any further contributions that the Inventor(s) may make to the development or improvement of the Invention, each Inventor has agreed to execute this Assignment to assign to the Employer all his rights, title and interest in, to and arising from the Invention and the Patent Applications on the terms set out in this Assignment.

#### AGREED TERMS

#### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Assignment.

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"Invention" means the invention or inventions entitled GHRELIN ANALOGUES.

"Future Applications" means any future applications linked by one or more priorities to the Completion Applications and all matter contained in such future applications.

"Patent Applications" means the Priority Applications, the Completion Applications and the Future Applications and any and all:

- (a) national and regional phase applications of all such applications; and
- divisions, continuations and continuations-in-part of all such applications;
   and
- (c) patents that may be granted pursuant to any of the aforesaid applications for their full period, including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates.

"Completion Applications" means the completion patent applications, short particulars of which are set out in Part 2 of the Schedule, including details of national/regional phase applications.

"Priority Applications" means the priority patent applications, short particulars of which are set out in Part 1 of the Schedule.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

### 2. ASSIGNMENT

In consideration of the sum of £1 (sufficiency and receipt of which the Inventor(s) expressly acknowledge), each of the Inventor(s) hereby assigns to the Employer all their right, title and interest in Canada, the United States and all other countries of the world in, to and arising from the Invention and, with effect from immediately prior to the filing of each, the Patent Applications including (but not limited to):

- (a) in respect of the Invention and any invention that shall be disclosed in, and all matter that shall be contained in, any of the Patent Applications, the right to file applications, claim priority from such applications, and prosecute and obtain grant of patent or other intellectual property protection in respect of any country, region or territory in the world;
- (b) in respect of each and any Patent Application:
  - the right to claim priority from and to prosecute and obtain grant of patents; and
  - the right to file divisional applications based on the Patent Applications and to prosecute and obtain grant of patent on each and any such divisional application;
- (c) the right to extend to, or register in or in respect of any country, region or territory in the world, each and any of the Patent Applications and to extend

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to or register in, or in respect of, any country, region or territory in the world any patent or other intellectual property protection granted on any of such applications;

- (d) the absolute entitlement to any patents granted pursuant to any Patent Application; and
- (e) the right to bring, make, oppose or defend claims or actions, appeal proceedings and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership of the Inventions and the Patent Applications, whether occurring before on or after the date of this Assignment.

#### FURTHER ASSURANCE

Each Inventor shall, at the Employer's cost, perform all further acts and things, and execute all further documents, required by law or which the Employer requests to vest in the Employer the full benefit of the right, title and interest assigned to the Employer under this Assignment, including (but not limited to):

- (a) documents required to be signed by or on behalf of the Inventor(s) in the course of any and all Canadian or United States or any other applications which relate to the Invention or to any inventions that shall be disclosed in any of the Patent Applications;
- (b) registration of the Employer as applicant for, or proprietor of, the Patent Applications; and
- (c) assisting the Employer in obtaining, defending and enforcing any of the Patent Applications, and assisting with any other proceedings which may be brought by or against the Employer by any third party or in the resolution of any question concerning the Invention, or the Patent Applications or any inventions that shall be disclosed in any of the Patent Applications.

#### 4. POWER OF ATTORNEY

The Inventor(s) and the Employer grant the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any existing or future patent applications in Canada or the United States or any other countries, regions or territories of the world, which shall fall within the scope of clause 2 above, or as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other patent office for the recordal of this Assignment. It is agreed that Mewburn Ellis LLP has represented only the Employer and will continue to represent only the Employer with respect to this Assignment.

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## 5. ISSUE OF PATENTS

The Inventor(s) request the US Commissioner of Patents and the relevant authorities in all countries, regions and territories of the world to issue any patents granted for the Invention or pursuant to any of the Patent Applications in the name of the Employer (either alone or jointly with any co-applicant) in accordance with this Assignment.

#### 6. WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

#### 7. COUNTERPARTS

This Assignment may be executed in any number of counterparts, each of which when executed shall constitute an original of this Assignment, but all the counterparts shall together constitute the same agreement.

#### 8. GOVERNING LAW AND JURISDICTION

This Assignment shall be governed by and construed in accordance with the law of England and Wales. The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment.

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PATENT REEL: 040060 FRAME: 0283 Schedule: The Patent Applications

Part 1: Priority Applications

Country	Application No.	Application Date	Title
US	61/594,970	3 February 2012	GHRELIN ANALOGUES
US	61/704,393	21 September 2012	GHRELIN ANALOGUES

# Part 2: Completion Applications

Jurisdiction	Application No.	Application Date	Title
PCT	PCT/EP2013/052107	1 February 2013	GHRELIN ANALOGUES
Argentina	20130100293	1 February 2013	GHRELIN ANALOGUES
Gulf Cooperation Council			GHRELIN ANALOGUES
Taiwan			GHRELIN ANALOGUES

Part 3: Identification of some, but not necessarily all, patent applications falling within the scope of clause 2 of this Assignment

Country/region	Application No.	Application Date	Title	Signature for Mewburn Ellis LLP

Executed by Simon Birksø LARSEN

in the presence of:

SIGNATURE OF WITNESS NAME: SPREN KOLLER

ADDRESS: 7264 STRUPUED GA, 4.7V

OCCUPATION: LXWYEN

**SIGNATURE OF INVENTOR** 

SIGNATURE OF DIRECTOR

6 MARCH 2013

March 4th, 2013

DAVID H. SOLOMONI

DATE:

DATE:

SIGNATURE OF INVENTOR DATE: 28-92-2013

Love Front Logian SIGNATURE OF WITNESS

presence of:

Executed by Ditte RIBER in the

NAME: LONG FROOT LARSEN

ADDRESS: SOMERENCES IN 2970 CHARLOTTEN CONO

OCCUPATION: SCIENTIST

Executed by ZEALAND PHARMA

A/S acting by ...... a

director, in the presence of:

SIGNATURE OF WITNESS

NAME: LONE S. BUE

ADDRESS: LYNGLED 33 DX-4600 KWGE

OCCUPATION: // AOM.

**RECORDED: 10/19/2016** 

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**PATENT** REEL: 040060 FRAME: 0285