

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4224054

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DAVID ROBERT MICKLEM	08/12/2015
SERGEJ KIPRIJANOV	08/12/2015
LINN HODNELAND NILSSON	08/12/2015
LAVINA AHMED	08/12/2015
HALLVARD HAUGEN	08/12/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BERGENBIO AS
<b>Street Address:</b>	JONAS LIES VEI 91
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<b>State/Country:</b>	NORWAY
<b>Postal Code:</b>	5009
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15318023
<b>Application Number:</b>	15318028
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
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<b>ATTORNEY DOCKET NUMBER:</b>	01173-0002_0003-00US
<b>NAME OF SUBMITTER:</b>	RACHEL ASHTON
<b>SIGNATURE:</b>	/Rachel A. Ashton/
<b>DATE SIGNED:</b>	01/13/2017
<b>Total Attachments: 7</b>	

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

### **PARTIES**

- (1) **DAVID ROBERT MICKLEM** of c/o BerGenBio AS, Jonas Lies vei 91, 5009 Bergen, Norway  
**SERGEJ KIPRIJANOV** of c/o BerGenBio AS, Jonas Lies vei 91, 5009 Bergen, Norway  
**LINN HODNELAND NILSSON** of c/o BerGenBio AS, Jonas Lies vei 91, 5009 Bergen, Norway  
**LAVINA AHMED** of c/o BerGenBio AS, Jonas Lies vei 91, 5009 Bergen, Norway  
**HALLVARD HAUGEN** of c/o BerGenBio AS, Jonas Lies vei 91, 5009 Bergen, Norway (the Inventors); and
- (2) **BerGenBio AS** incorporated and registered in Norway of Jonas Lies vei 91, 5009 Bergen, Norway (the Employer).

### **BACKGROUND**

- (A) Each Inventor is an inventor of the Invention for which the Patents Applications have been or will be filed. The contributions of the Inventors to the Invention were made during the performance of each Inventor's task or constituted the solution to a problem formulated in the course of each Inventor's employment, and the contributions to the Invention can be used in the field of activities of the enterprise of the Employer.
- (B) The Inventors and the Employer believe that, either by operation of law or by virtue of an agreement entered into by each of the Inventors 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 Inventors 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 Inventors 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 Inventors to the Invention, including any further contributions that the Inventors 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.

**Completion Applications** means the completion patent applications, short particulars of which are set out in Part 2 of the Schedule.

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

**Invention** means the invention or inventions entitled ANTI-AXL ANTIBODIES.

**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
- (b) 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.

**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 Inventors expressly acknowledge), each of the Inventors hereby assigns absolutely 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:
  - (i) the right to claim priority from and to prosecute and obtain grant of patents; and
  - (ii) 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 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.

### 3. 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 Inventors 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 Inventors and the Employer grant the firm of Mewburn Ellis LLP the power to insert in Part 3 of 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.

**5. ISSUE OF PATENTS**

The Inventors 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.

**Schedule: The Patent Applications**

**Part 1: Priority Applications**

Country	Application No.	Application Date	Title
UK	1410826.0	18 June 2014	ANTI-AXL ANTIBODIES
UK	1410825.2	18 June 2014	ANTI-AXL ANTIBODIES

**Part 2: Completion Applications**

Application No.	Application Date	Title
PCT/EP2015/063700	18 June 2015	ANTI-AXL ANTIBODIES
PCT/EP2015/063704	18 June 2015	ANTI-AXL ANTIBODIES

**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 **DAVID ROBERT MICKLEM** in the presence of:



SIGNATURE OF WITNESS

NAME: *EMILY MICKLEM*

ADDRESS: *c/o RSCG Limited, 10th Floor, 100, Broad Street*

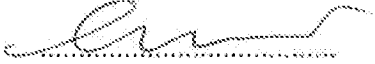
OCCUPATION: *ASS. MANAGER, CONTRACTS AND IP*

DATE: *12/5/2015*

  
 SIGNATURE OF INVENTOR

Executed by **SERGEJ**  
**KIPRIJANOV** in the presence of:

  
SIGNATURE OF INVENTOR

  
SIGNATURE OF WITNESS

NAME: ENDRÉ KJERLAND  
ADDRESS: C/O BERGENSBLAD, JONAS LIES VEG 91, 5009 BERGEN  
OCCUPATION: ASS DIRECTOR, CONTRACTS AND IP  
DATE: 12/8-2015

Executed by **LINN HODNELAND**  
**NILSSON** in the presence of:

  
SIGNATURE OF INVENTOR

  
SIGNATURE OF WITNESS

NAME: ENDRÉ KJERLAND  
ADDRESS: C/O BERGENSBLAD, JONAS LIES VEG 91, 5009 BERGEN  
OCCUPATION: ASS DIRECTOR, CONTRACTS AND IP  
DATE: 12/8-2015

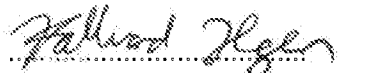
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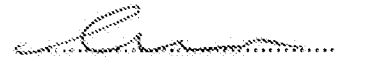
  
SIGNATURE OF INVENTOR

  
SIGNATURE OF WITNESS

NAME: ENDRÉ KJERLAND  
ADDRESS: C/O BERGENSBLAD, JONAS LIES VEG 91, 5009 BERGEN  
OCCUPATION: ASS DIRECTOR, CONTRACTS AND IP  
DATE: 12/8-2015

Executed by **HALLVARD**  
**HAUGEN** in the presence of:

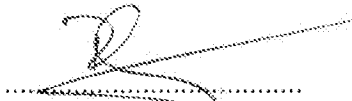
  
SIGNATURE OF INVENTOR

  
SIGNATURE OF WITNESS

NAME: ENDRÉ KJERLAND  
ADDRESS: C/O BERGENSBLAD, JONAS LIES VEG 91, 5009 BERGEN  
OCCUPATION: ASS DIRECTOR, CONTRACTS AND IP  
DATE: 12/8-2015



Executed by **BerGenBio AS** acting  
by ~~XXXXXXXX~~ ~~XXXXXXXX~~, a director,  
in the presence of:

  
SIGNATURE OF DIRECTOR



SIGNATURE OF WITNESS

NAME: ~~XXXXXXXX~~ ~~XXXXXXXX~~

ADDRESS: 40 BERGENBIO, JONAS LIES VET 91, 5009 BERGEN

OCCUPATION: AS DIRECTOR, CONTRACT AND IP

DATE: 12/8 - 2015