

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4310571

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD	01/20/2014
RECEIVING PARTY DATA	
Name:	LANXESS ELASTOMERS B.V.
Street Address:	URMONDERBAAN 24
City:	GELEEN
State/Country:	NETHERLANDS
Postal Code:	6167 RD
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14889242
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:	ipmail@lanxess.com
Correspondent Name:	LANXESS CORPORATION
Address Line 1:	111 RIDC PARK WEST DRIVE
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15275-1112
ATTORNEY DOCKET NUMBER:	P144 00002USPCT
NAME OF SUBMITTER:	SUZANNE HORCICK
SIGNATURE:	/Suzanne Horcick/
DATE SIGNED:	03/09/2017
Total Attachments: 5	
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ASSIGNMENT AGREEMENT (regarding P144 00002)

between

Lanxess Elastomers B.V.

Urninderbaan 24,
6167 RD Geleen,
The Netherlands

(hereinafter referred to as "ASSIGNEE")

and

**The Chancellor, Masters and Scholars
of the University of Oxford**

Wellington Square
Oxford OX1 2JD

UK

(hereinafter referred to as "ASSIGNOR")

PREAMBLE

WHEREAS, the ASSIGNOR and ASSIGNEE entered a letter agreement dated 2nd July 2012 to extend and amend a previous research sponsorship arrangement between the ASSIGNOR and DSM Elastomers Europe B.V. ("DSM") dated 20 March 2006 and associated amendments with effective dates of 1 November 2006, 5 December 2006, 5 February 2008, 10 December 2009, and 19 August 2010 ("the Research Sponsorship Agreement")

WHEREAS, under the Research Sponsorship Agreement a joint invention has been made between ASSIGNOR and ASSIGNEE having the internal reference number P144 00002 and the internal title "New Class of Catalysts containing the bridged cyclopentadienyl amidine ligands" and filed on May 8, 2013 under European Application Number: 13167137.2 (hereinafter referred to as "INVENTION");

WHEREAS, under the Research Sponsorship Agreement ASSIGNOR has agreed it will complete an assignment of certain arising intellectual property upon request by ASSIGNEE and ASSIGNEE has requested such an assignment to transfer all rights, title and interest to the INVENTION.

Now, therefore, ASSIGNOR and ASSIGNEE, hereinafter collectively referred to as "PARTIES" and individually as "PARTY", as the case might be, agree as follows:

ASSIGNMENT

1. The following inventors made the INVENTION:

As employees of ASSIGNEE.

- I. Dr. Berthoud Leblanc, Alexandra, Van Kerckemstraat 11, B-3620 Lanaken Neerharen, Belgium
- II. Dr. Quiroga Norambuena, Victor Fidel, Friezenstraat 13, NL-6226 AL Maastricht (NL)
- III. Dr. Van Doremacle, Gerard, Op de Hoef 6, 6132Hn Sittard (NL)

IV. Dr. Zuideveld, Martin, Alexander Erasmusdomein 102a, NL-6229 GD Maastricht (NL)

As employees of ASSIGNOR.

V. Prof. Mountford, Philip, 33 Barton Lane, Headington, Oxford OX3 9JW (GB)

VI. Dr. Scott, Richard, T.W., Kirklands, Craigend Road, Stow, Gala Shieis, TD1 2RJ (GB)

2. ASSIGNOR declares that no other employees of the ASSIGNOR other than set forth under § 1 No. V. and VI. above were involved in the INVENTION as inventors. ASSIGNOR further declares that prior to the assignment in § 4, ASSIGNOR owns all rights of the INVENTION towards the inventors set forth under § 1 No. V and VI according to the British employee invention law and to the ASSIGNOR's Intellectual Property Regulations and Statutes which govern intellectual property ownership of contracted employees and registered students.
3. ASSIGNEE declares that ASSIGNEE owns all rights of the INVENTION towards the inventors set forth under § 1 No. I to IV. according to the law of The Netherlands either by way of assignment or by act of law.
4. ASSIGNOR hereby assigns
 - 4.1. all its respective rights, title and interest in and to the INVENTION to ASSIGNEE, for instance:
 - 4.2. the right to apply for patent or other similar protection in any territory or group of territories in respect of the invention, and the right to claim priority under the International Convention for the Protection of Industrial Property, and under any other relevant International Convention or Treaty, for each country of the union constituted by the relevant Convention in which application may be made by ASSIGNEE;
 - 4.3. the right to sue for damages and other remedies in respect of any infringement of such applications or patents which may have occurred prior to the date of this Agreement; and
 - 4.4. such rights as the ASSIGNOR and its employees jointly or severally may have to sue for and obtain injunctive relief, damages and other relief in respect of any infringement of the rights referred to in this clause 4;

and ASSIGNEE hereby accepts said assignment.
5. ASSIGNEE will pay all costs arising for the filing, examination, prosecution and maintenance of any patent applications and/or patents directed to the INVENTION.
6. ASSIGNOR hereby agrees
 - 6.1. to permit and enable ASSIGNEE to apply for, and to take all reasonable steps to assist ASSIGNEE in obtaining and defending, the grant of patent or similar

protection in respect of the Invention in any territory, as may be required by ASSIGNEE;

- 6.2. at the request of ASSIGNEE, to execute and do all such documents, acts and things as may be necessary for the purpose of clause 6.1, and for vesting the Invention and any relevant application or patent in ASSIGNEE absolutely; and
- 6.3. at the request of ASSIGNEE, to co-operate with and assist ASSIGNEE in defending or taking action against any infringement of rights in the Invention.
7. This Transfer Agreement shall enter into force on date of signature and shall terminate with the expiry, withdrawal or refusal of the last patent application or patent filed with regard to the INVENTION. The consent of ASSIGNOR for ASSIGNEE to have the INVENTION filed as a patent application on behalf of ASSIGNEE was however given before the filing date.

ACADEMIC LICENCE GRANT BACK BY ASSIGNEE AND EXPLOITATION

8. ASSIGNEE grants to the ASSIGNOR the irrevocable right in perpetuity to use the Invention for Academic and Research Purposes, and for the purpose of Clinical Patient Care. For the purposes of this clause, 'Academic and Research Purposes' means research, teaching or other scholarly use which is undertaken for the purposes of education and research. 'Clinical Patient Care' means diagnosing, treating and/or managing the health of persons under the care of an individual having the right to use the Invention.

COMPENSATION

- 9.
- 9.1. For the compensation of the INVENTION ASSIGNEE agrees to pay the ASSIGNOR a royalty rate equal to 5% (five per cent) to the ASSIGNOR based on the costs for each kilo-gram of catalyst produced on specification by ASSIGNEE or ASSIGNEE's licencees, or produced by a toll manufacturer on behalf of ASSIGNEE or ASSIGNEE's licencees as a fixed amount, where the catalysts are covered by the intellectual property assigned under this Agreement.
- 9.2. For licences under the INVENTION that ASSIGNEE will grant to third parties other than explicitly mentioned in clause 9.1, clause 9.1 shall apply mutatis mutandis also based on the costs for each kilo-gram of catalyst produced.
- 9.3. Within sixty days after the end of December each year in which royalties according to Art 9.1 have arisen, ASSIGNEE will supply the ASSIGNOR with a statement of all royalties during that year, accompanied by a calculation of the percentage due to the ASSIGNOR which identifies the costs deducted. The statement will show the royalties in pounds sterling. The ASSIGNOR will then issue the ASSIGNEE with an invoice for the percentage due to the ASSIGNOR, and the ASSIGNEE will settle that invoice within thirty days after its receipt. For the avoidance of doubt, there is no obligation to return a null statement in a year when no royalties were generated.
- 9.4. ASSIGNEE will keep proper books and records containing all data necessary for the calculation of the ASSIGNOR's royalty. On receipt of written request, no more than once a year, ASSIGNEE will supply the ASSIGNOR with a statement of such accounts. At the request of the ASSIGNOR, the statement will be certified as correct by the auditors of ASSIGNEE, with the cost being deductible as a cost for the purpose of clause 8.1.
- 9.5. ASSIGNEE shall not pay revenue to individual employees or students of the ASSIGNOR. The payment of revenue to the ASSIGNOR under this Agreement in

exchange for assignment constitutes the full financial commitment of the ASSIGNEE to the ASSIGNOR and its employees, students, agents and/or appointees.

GENERAL

10. This Agreement shall be governed by English Law. The English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement and which is not settled by arbitration in accordance with clause 19.
11. Changes and amendments of this Agreement require the written form and shall be duly signed by authorised representatives of both PARTIES, unless a stricter form is required under law. This applies also to the change or amendment of this provision.
12. No failure to exercise and no delay in exercising on the part of any of the PARTIES of any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right.
13. If performance by any PARTY of any of its obligations, other than an obligation to make payment, under this Agreement is prevented by circumstances beyond its reasonable control, that PARTY shall be excused from performance of that obligation for the duration of the relevant event.
14. This Agreement is not transferable without the prior written consent of the other PARTY, however, such a consent will not be unreasonably withheld.
15. No one except a PARTY to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a PARTY to this Agreement may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.
16. Nothing in this Agreement will create, imply or evidence any partnership or joint venture between the PARTIES, or the relationship between any of them of principal and agent.
17. This Agreement constitutes the entire agreement between the PARTIES for the assignment and exploitation of the Invention; and no statements or representations made by any party other than those expressly set out in this Agreement have been relied upon by any other in entering into this Agreement.
18. Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims would be settled in London by an arbitrator. The arbitrator would be a barrister specialising in intellectual property law, who had no prior association with either party or was otherwise acceptable to both parties. He would be nominated for the purpose by the then Chairman of the General Council of the Bar.
19. If the ASSIGNOR receives a request under the Freedom of Information Act 2000 to disclose any information concerning this Agreement or its subject matter that may be considered confidential, it will notify and will consult with the ASSIGNEE. The ASSIGNEE will respond to the Assignor within seven (7) days after receiving the ASSIGNOR's notice if that notice requests the Assignee to provide information to assist the ASSIGNOR to determine whether or not an exemption to the Freedom of Information Act applies to the information requested under that Act.

20. Limitation of Liability

20.1. The ASSIGNEE undertakes to make no claim in connection with this Agreement or its subject matter against any employee, student, agent or appointee of ASSIGNOR (apart from claims based on fraud or deliberate default). This undertaking is intended to give protection to individuals: it does not prejudice any right which the ASSIGNEE might have to claim against ASSIGNOR. The benefit conferred by this sub-clause is intended to be enforceable by the persons referred to in it.

20.2. Subject to clause 19.4, each PARTY's liability for any breach of this Agreement, for any negligence, or arising in any other way out of the subject-matter of this Agreement will not extend to any indirect damages or losses, or to any loss of profits, loss of revenue, loss of business, loss of data, loss of contracts or opportunity, whether direct or indirect; even if, in any such case, the PARTY bringing the claim has advised the other PARTY in receipt of the claim of the possibility of those losses or if they were within the contemplation of the PARTY in receipt of the claim.

20.3. In any event and in order to conserve the assets of the ASSIGNOR for application to the ASSIGNOR's charitable purposes, the maximum aggregate liability of the ASSIGNOR to the ASSIGNEE for any loss or damage whatsoever arising under or otherwise in connection with this Agreement or its subject matter shall not exceed the sum of £100,000 (one hundred thousand pounds).

20.4. Nothing in this Agreement limits or excludes any PARTY's liability for:

20.4.1. death or personal injury resulting from negligence; or

20.4.2. any fraud or any sort of liability which, by law, cannot be limited or excluded.

20.5. If any sub-clause of this clause 19 is held to be invalid or unenforceable under any applicable statute or rule of law then it shall be deemed to be omitted, and if as a result any PARTY becomes liable for loss or damage which would otherwise have been excluded then such liability shall be subject to the remaining sub-clauses of this clause 19.

For Lanxess Elastomers B.V.

Place: Geleen

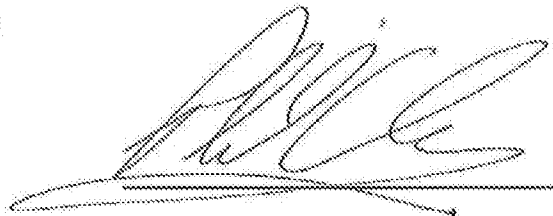
Date: 28-01-2014


P. Mader *apl* T. Haller
CFO Head Production

For The Chancellor Masters and Scholars
of the University of Oxford

Place: Oxford

Date: 20 DEC 2013



Dr Phil Clare
Associate Director
Research Services
University of Oxford
Oxford Matrix Project Ref: R31283

Lanxess Ref: P144 00002