

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UNIVERSITY OF L'AQUILA	11/13/2015
RECEIVING PARTY DATA	
Name:	MUNDIPHARMA EDO GMBH
Street Address:	ST. ALBAN RHEINWEG 74
City:	BASEL
State/Country:	SWITZERLAND
Postal Code:	CH-4052
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15314172
CORRESPONDENCE DATA	
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<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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Correspondent Name:	MCCARTER & ENGLISH, LLP
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ATTORNEY DOCKET NUMBER:	123088-01101
NAME OF SUBMITTER:	WEI SONG
SIGNATURE:	/Wei Song/
DATE SIGNED:	05/16/2017
Total Attachments: 6	
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DATED

13 NOV. 2015

2015

(1) UNIVERSITY OF L'AQUILA

- and -

(2) MUNDIPHARMA EDO GMBH

**ASSIGNMENT OF PATENT APPLICATIONS AND
RELATED WORLDWIDE RIGHTS**

Marks & Clerk Solicitors
90 Long Acre
London
WC2E 9RA

Ref: SCP/BRW/MUND2/2

20 PATENT

REEL: 042391 FRAME: 0508

THIS DEED OF ASSIGNMENT is made the

day of

2015

BETWEEN

- (1) University of L'Aquila, a university located at Via Vetoio snc, 67100 Coppito Province of L'Aquila, Italy (the "Assignor"); and
- (2) Mundipharma EDO GmbH, a company incorporated in Switzerland whose [registered office] is at St. Alban Rheinweg 74, Basel CH-4052, Switzerland (the "Assignee").

RECITALS

- (A) The Assignor has filed certain patent applications ("the Applications"), further particulars of which are given in the Schedule, in respect of the Inventions respectively disclosed in the Applications ("the Inventions").
- (B) The Assignor has agreed to assign to the Assignee the Inventions and the Applications and all its rights, title and interest therein upon the terms and conditions set out below.

OPERATIVE PROVISIONS

1. In consideration of the sum of £1 paid by the Assignee to the Assignor (the receipt and sufficiency of which the Assignor hereby acknowledges) the Assignor with full title guarantee HEREBY ASSIGNS unto the Assignee:
 - (a) the Inventions and the full and exclusive benefit of them;
 - (b) all the rights of the Assignor in and to the Applications and the full and exclusive benefit of them and all rights privileges and advantages associated with them;
 - (c) the full right to apply for and obtain patents or other similar forms of protection in respect of the Inventions throughout the world;

- (d) the right to make any new application or applications anywhere in the world in respect of any part or parts of the subject matter of any application or specification filed in connection with the Inventions;
- (e) any patents or other similar forms of protection granted in respect of the Inventions pursuant to the Applications;
- (f) the right to claim priority of the Applications; and
- (g) the right to bring proceedings (anywhere in the world) for the recovery of damages and/or other remedies in respect of any previous infringement of the rights assigned by this Assignment.

TO HOLD the same unto the Assignee absolutely.

2. The Assignor warrants that:

- (a) it is the sole legal and beneficial owner of the Applications and it is properly registered as the applicant;
- (b) all application fees in respect of each of the Applications have been paid;
- (c) it has not assigned or licensed any of the rights under the Applications;
- (d) each Application is free from any security interest, option, mortgage, charge or lien;
- (e) this assignment and exploitation of the Applications will not infringe the rights of any third party

3. The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with:

- (a) any breach by the Assignor of the warranties in clause 2 above; or

- (b) the enforcement of this agreement.
4. The Assignor undertakes that he will not without the consent of the Assignee publish or disclose any particulars of the Inventions or the Applications to any person.
 5. The Assignor undertakes that it will not without the consent of the Assignee publish or disclose any particulars of the Inventions or the Applications to any person.
 6. The Assignor hereby covenants with the Assignee that it shall execute such further documents and do such further acts, and shall procure on the part of the inventors of the Inventions the execution and doing of all such further documents and acts, as may reasonably be required by the Assignee to enable the Assignee (or its nominee) to enjoy the full benefit of the property and rights hereby assigned and to apply for any patents or other forms of protection in respect of the Inventions throughout the world, and fully and effectively to vest the same in the Assignee or as the Assignee shall direct.
 7. The Assignor further covenants with the Assignee that at the request and expense of the Assignee it shall provide all such assistance as the Assignee may reasonably require in connection with any proceedings concerning the Applications or any patents, patent applications or similar rights applied for or arising in respect of the Inventions, including the disclosure of relevant documents and materials and the provision of oral and written testimony from relevant personnel.
 8. This Assignment shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

IN WITNESS of which this Assignment has been executed as a Deed and delivered the date and year first above written.

SCHEDULE

Patent Applications

Reference	Application Number	Date Filed	Subject Matter	Designated States (PCT)
PC927678 P1328/WO	PCT/EP2015/056667	26-3-2015	Use of EDO-S101 in the treatment of brain cancer.	ALL

SIGNED as a deed by
UNIVERSITY OF LAQUILA
acting by
Full name:..... LA RETTRICE
(Prof.ssa Paola Inverardi)

13 NOV. 2015

Position held:.....

Full name:..... IL DIRETTORE GENERALE
(Dott. Pietro Di Benedetto)

13 NOV. 2015

Position held:.....

SIGNED as a deed by
MUNIPHARMA EDO GMBH
Acting by Patrick D. Maurer, a
Director, in the presence of:

Patrick D. Maurer
Nov 23, 2015

Signature of witness:.....

Name of witness:

Address of witness:

Occupation of witness:

Jaymar Trunz
Mundipharma Laboratories GmbH
Executive Assistant

Nov 23, 2015

MUNDIPHARMA-Laboratories GmbH
St. Alban-Rheinweg 74

CH-4020 BASEL

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