

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4459006

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ETH ZURICH	12/14/2016
RECEIVING PARTY DATA	
Name:	SWISSGENETICS GENOSSENSCHAFT
Street Address:	MEIELENFELDWEG 12
City:	ZOLLIKOFEN
State/Country:	SWITZERLAND
Postal Code:	3052
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8388945
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DATE SIGNED:	06/14/2017
Total Attachments: 9	
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Morningside
Translations

TRANSLATION CERTIFICATION

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www.morningtrans.com

County of New York
State of New York

Date: April 28, 2017

To whom it may concern:

This is to certify that the attached translations from German into English are accurate representations of the documents received by this office.

The documents are designated as:

- Copy of sale contract (German language and blackened)
- Extract from Commercial Register (German language)

Sarah Faup, Project Manager in this company, attests to the following:

"To the best of my knowledge, the aforementioned documents are true, full and accurate translations of the specified documents."

A handwritten signature in cursive script that reads "Sarah Faup".

Signature of Sarah Faup



Eidgenössische Technische Hochschule Zürich
Ecole polytechnique fédérale de Zurich
Politecnico federale di Zurigo
[Swiss Federal Institute of Technology in Zurich]

Sale Contract

between

ETH Zurich

represented by Mr. Prof. Detlef Günther
Vice President Research and Corporation Relations

Rämistrasse 101
CH-8092 Zurich
Switzerland

(Seller)

and

Swissgenetics Genossenschaft

Meilenfeldweg 12
CH-3052 Zellikofen

(Buyer)

regarding

Sale of the patent family "Degradable microcapsules"

Preamble

ETH Zurich and Swissgenetics have developed the technology "Degradable Nanocapsules" within the framework of a KTI project (KTI contract no. 8455.1 LSPP-LS as well as KTI supplementary contract dated January 18, 2007). Both parties jointly filed a priority-establishing patent application at the European Patent Office (EP08104713.6) on July 11, 2008. Claiming priority of this application, an international application (PCT/EP09/58792) was filed on July 10, 2009. After this international phase, the application was regionalized in Europe and nationalized in the USA and Canada. Meanwhile, all patents have been granted.

The property rights are the joint property of ETH Zurich and Swissgenetics. In accordance with the individual contribution of the parties, ETH Zürich holds 75% of the joint property, Swissgenetics holds 25% of it. *[redacted]*

With this Sale Contract, the parties agree on the sale of the share of the patent family held by ETH Zurich to Swissgenetics.

1. Subject of the Sale Contract

Pursuant to Annex 1, subject of the Sale Contract shall be the patent family including all related patents, patent applications and priority rights (collectively the "Patents").

2. Sale of the patent rights

The Seller sells its rights in patent to the Buyer. After signing this Sale Contract and payment of the sales price, the Buyer shall be entitled to transfer the Patents in its sole name.

For the purpose of transfer at the competent patent offices, the Seller shall sign the transfer documents upon signing the Sale Contract. Furthermore, the Seller shall declare that it will perform all necessary actions, provide any declarations and render all signatures which are required for the transfer of the Patents to the Buyer.

All possible costs for the transfer of the Patents to the sole name of the Buyer shall be borne by the Buyer.

[redacted]

3. Sales price and performance-based additional payment

The sales price shall amount to *[redacted]* plus possible patent costs until conclusion of the contract.

The sales price shall include the patent costs paid by ETH Zurich up until November 17, 2016.

The sales price shall be due 30 days after both parties have signed the contract and the Seller has issued an invoice. The invoice shall be issued within 30 days after signing the contract.

If the Buyer, prior to the expiration of the patent protection, *[redacted]* has a net profit within the definition in the license agreement dated July 1, 2008 (collectively "Net Profits"), a *[redacted]* shall be paid to the Seller. The Buyer shall be obliged to inform the Seller about the cumulative total of the Net Profits. The Seller shall invoice the Buyer for the performance-based additional payment.

4. Warranty

The Seller shall assure that it is co-owner (of 75%) of all Patents transferred with this Sale Contract and has full authority to dispose of it.

Further, the Seller shall assure that it has not granted rights to third parties in regard to these Patents. Furthermore, to the Seller's best knowledge the Seller is not aware that any third parties have asserted rights concerning the Patents, that any third-party rights which could limit the use by the Buyer have been claimed, that third-party patent infringement exists, that there are no existing circumstances which jeopardize the validity of the Patents and that there are no actions or appeals for annulment or objections against the Patents have been raised or threatened to be raised.

5. Liability

The Seller shall not accept any liability for the direct or indirect damage in connection with the use of the Patents.

Furthermore, the Seller shall not accept any liability for the legal validity and the scope of protection of the Patents.

6. No challenge of the validity of the Patents

Also after conclusion of this Sale Contract, the Seller shall be obliged to neither challenge the validity of the Patents nor support third parties in any way in such challenges.

7. Transferability

The Buyer shall be entitled to fully transfer its party status under this Sale Contract including all rights and obligations to a third party. The Seller shall unconditionally agree to such transfer. The Buyer shall be obliged to inform the Seller about such transfer immediately in writing. Restructurings of the Buyer (e.g. merger, split) shall also be deemed permissible transfers of this Sales Contract which do not require the Seller's approval.

8. Written form provision

Amendments or additions to this Sale Contract shall be made in writing and shall only be valid with the signature of both parties. The written form requirement shall also apply for amendments of this written form provision.

9. Applicable law and place of jurisdiction

This Sale Contract shall be subject to Swiss law with the exception of those immaterial property rights aspects which necessarily are subject to foreign law. The United Nations convention on Contracts for the International Sale of Goods (Vienna Convention) shall not apply. The sole place of jurisdiction shall be Zurich.

ETH Zurich

Swissgenetics Genossenschaft

Zurich, [December 14, 2016]

Zllikofen [December 12, 2016]

[signature]

[signature]

[signature]

Prof. Detlef Günther

Dr. Ulrich Witschi

Dr. Fritz Schmitz-Hsu

Vice President
Corporation Relations

Head of Production

Senior Geneticist

Annex 1

Patent family

Priority application	EP08104713.6	dated July 11, 2008
International application	PCT/EP09/58792	dated July 10, 2009

National Phase:
EP09780410.8
US13003420
US13605307
CA2730292



European Patent Office
80298 MUNICH
GERMANY

Questions about this communication ?
Contact Customer Services at www.epo.org/contact



Latscha Schöllhorn Partner AG
Austrasse 24
4051 Basel
SUISSE

Date	08.02.17
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Reference P2310EP00	Application No./Patent No. 09780410.8 - 1468 / 2303245
Applicant/Proprietor Swissgenetics Genossenschaft	

Communication

concerning the registration of amendments relating to

- a transfer (R. 22 and 85 EPC)
- entries pertaining to the applicant / the proprietor (R. 143(1)(f) EPC)

As requested, the entries pertaining to the applicant of the above-mentioned European patent application / to the proprietor of the above-mentioned European patent have been amended to the following:

AT BE BG CH CY CZ DE DK EE ES FI FR GB GR HR HU IE IS IT LI LT LU LV
MC MK MT NL NO PL PT RO SE SI SK SM TR
Swissgenetics Genossenschaft
Meielenfeldweg 12
3052 Zollikofen/CH

The registration of the changes has taken effect on 18.01.17.

In the case of a published application / a patent, the change will be recorded in the Register of European Patents and published in the European Patent Bulletin (Section I.12 / II.12).

Your attention is drawn to the fact that, in the case of the registration of a transfer, any automatic debit order only ceases to be effective from the date of its express revocation (cf. point 14(c) of the Arrangements for the automatic debiting procedure, supplementary publication 3 - OJ EPO 2015).

Receiving Section / For the Examining Division / For the Opposition Division / For the Legal Division *)



*) See note.

Note

This communication is issued by/for the department with whom responsibility lies. The Legal Division is responsible for the registration of transfers, changes of name (Articles 71, 72 and 74 EPC and Rules 22 and 85 EPC) as well as for the rectification of the designation of the inventor (Rule 21 EPC) (see Decision of the President of the EPO, OJ EPO 2013, 600). In all other cases, the Receiving Section, the Examining Division or the Opposition Division is responsible, depending on the stage in proceedings.