

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4501875

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
DANIEL BRACEWELL	05/27/2014
OLIVER HARDICK	05/27/2014
STEWART DODS	05/27/2014
RECEIVING PARTY DATA	
Name:	UNIVERSITY COLLEGE LONDON
Street Address:	145 BIRCHES LANE
Internal Address:	SOUTH WINGFIELD
City:	ALFERTON
State/Country:	UNITED KINGDOM
Postal Code:	DE55 7LZ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15091158
CORRESPONDENCE DATA	
Fax Number:	(713)651-5246
<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>	
Phone:	713-651-5567
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Correspondent Name:	ANNIE AYMOND-NORTON ROSE FULBRIGHT USLLP
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ATTORNEY DOCKET NUMBER:	KEMPP0055US-11601874 1OF3
NAME OF SUBMITTER:	ANNIE AYMOND
SIGNATURE:	/Annie Aymond/
DATE SIGNED:	07/13/2017
Total Attachments: 10	
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Assignment Agreement

between

UNIVERSITY COLLEGE LONDON

and

UCL BUSINESS PLC

and

DANIEL BRACEWELL

and

OLIVER HARDICK

And

STEWART DODS

Dated 27th May 2014



THIS ASSIGNMENT dated *27th May 2014* is between:

- 1 DANIEL BRACEWELL, whose home address is 41 Barnack Grove, Royston, Hertfordshire, SG8 5HQ
and
OLIVER HARDICK, whose home address is Basement 93 Camden Street, London, NW1 0HP
and
STEWART DODS, whose home address is at 145 Birches Lane, South Wingfield, Alferton, DE55 7LZ
(who together shall be known as the 'Inventors'); and
- 2 UNIVERSITY COLLEGE LONDON, incorporated by Royal Charter, whose address is Gower Street, London WC1E 6BT, United Kingdom (the 'University'); and
- 3 UCL BUSINESS PLC, a company incorporated in England and Wales under company registration number 02776963, whose principal place of business is at The Network Building, 97 Tottenham Court Road, London W1T 4TP, United Kingdom ('UCLB')

WHEREAS:

- A Daniel Bracewell is a full-time employee of the University, and is engaged by the University to carry out research. Stewart Dods is a student undertaking a programme of post graduate research at the University. Oliver Hardick was a student at the University undertaking a programme of post graduate research between 22 September 2008 and 21 September 2012, and was a full-time employee of the University between 1 October 2012 and 30 September 2013 and was engaged by the University to carry out research.
- B The Inventors have made certain inventions and developed technology, materials and know-how relating to Nanofibre Filtration for use in Purifying High-Value Biopharmaceuticals (Puridify) as described further in Part A of the Schedule (the "Technology"), including the specific items of intellectual property described in Part B of the Schedule (the "Assigned Property")
- C The University, UCLB and the Inventors have agreed the terms of a revenue sharing agreement to be entered into by UCLB and the Inventors on the same date as this Assignment and relating to the exploitation of the Technology (the "Revenue Sharing Agreement").



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- D The Inventors and the University wish to assign to UCLB all of their right, title and interest in the Technology and the Assigned Property, and UCLB wishes to take an assignment of the Technology and Assigned Property, subject to and in accordance with the provisions of this Assignment.

THIS ASSIGNMENT WITNESSES as follows:-

1 Assignment

- 1.1 In consideration of UCLB executing the Revenue Sharing Agreement and the sum of £1 (one pound sterling) now paid by UCLB to each of the Inventors and to the University (receipt of which is acknowledged by each of them), the Inventors and the University hereby each assign and transfer to UCLB absolutely all of their right, title and interest in and to the Technology and the Assigned Property.
- 1.2 The assignment effected by this clause 1 shall include, without limitation, the assignment and transfer of:-
- (a) all patents and other intellectual property that may be granted pursuant to any applications listed in the attached Schedule, as well as all patents or other intellectual property that may derive priority from or have equivalent claims to or be based upon the Assigned Property in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Assigned Property shall be deemed to include all such items of property; and
 - (a) any unregistered intellectual property listed in the attached Schedule; and
 - (b) all rights in respect of any know-how that is described in the attached Schedule; and
 - (c) all rights of ownership of any materials that form part of the Technology, including without limitation any cell-lines, antibodies or other materials; and
 - (d) all rights of action, powers and benefits arising from ownership of the Technology and the Assigned Property, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment.



1.3 To the extent that the Technology and Assigned Property includes any know-how protected under the laws governing confidential information, references to the "assignment" of such know-how shall include the following obligations on the Inventors and the University:

- (a) the Inventors and the University transfer to UCLB such rights as they may have in law to prevent the unauthorized use or disclosure of such know-how;
- (b) to the extent that such rights cannot be, or are not transferred by virtue of the provisions of clause 1.3(a), the Inventors and the University will agree to be joined in any action (whether as claimants or otherwise) brought by UCLB or its assignee against any third party that is alleged to infringe such rights, subject to UCLB effectively indemnifying them against any damages, costs and expenses incurred in relation to any such action;
- (c) the Inventors and the University will neither use nor disclose any such know-how without the prior written consent of UCLB; but these obligations of non-use and non-disclosure shall cease upon the know-how becoming publicly known (other than as a result of breach of this clause by the Inventors or the University);
- (d) the Inventors warrants and represents that they are not aware of any disclosure of such know-how to any third party, prior to the date of this Assignment, except under written obligations of confidentiality; and

1.4 if required to do so by UCLB, the Inventors and the University will make such acknowledgements to third parties as UCLB may reasonably require stating that UCLB owns all such know-how and that neither the Inventors nor the University retains any ownership rights in such know-how.

1.5 The Inventors and the University shall each execute such documents and give such assistance as UCLB may require at the expense of UCLB:-

- (a) to secure the vesting in UCLB of all rights in the Technology and the Assigned Property; and
- (a) to uphold UCLB's rights in the Technology and the Assigned Property; and
- (b) to defeat any challenge to the validity of, and resolve any questions concerning, the Technology and the Assigned Property.

2. Warranties, representations and undertakings



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- 2.1 The Inventors and the University each warrant, represent and undertake that:-
- (a) immediately prior to the assignment in clause 1 above, they have not been and are not currently a party to any agreement or understanding, whether oral or written, which would in any manner be inconsistent with the assignment of rights provided for in this Assignment; and
 - (a) during the term of this Assignment they shall not enter into any agreement or understanding, oral or written, nor engage in any activity, which would in any manner be inconsistent with the provisions of this Assignment.
- 2.2 The Inventors warrant, represent and undertake that they have disclosed to UCLB the names of all persons of whom they are aware who might have rights in the Technology, including any other persons who were involved in developing the Technology, and any organisations which funded the development of the Technology.
- 3. General**
- 3.1 The obligations on the Inventor and the University under Clauses 1.2 to 1.4, 2 and 3 shall continue in force without limit of time.
- 3.2 The validity, construction and performance of this Agreement shall be governed by English law. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts to which the parties to this Agreement hereby submit.



AGREED by the parties:

By

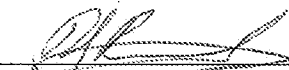
Daniel Bracewell

Signed

Print name

Title

Date


D.G. Bracewell
Dr
19/5/14

By

Oliver Hardick

Signed

Print name

Title

Date

By

Stewart Dods

Signed

Print name

Title

Date



UCI Business P.L.C. is a wholly owned company of University College London.
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AGREED by the parties:

By

Daniel Bracewell

Signed

Print name

Title

Date

By

Oliver Hardick


Signed

OLIVER HARDICK
Print name

CEO
Title

19 May - 2014
Date

By

Stewart Dods

Signed

Print name

Title

Date

AGREED by the parties:

By
Daniel Bracewell

Signed

Print name

Title

Date

By
Oliver Hardick

Signed

Print name

Title

Date

By
Stewart Dods

Signed

Print name

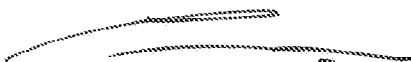
Title

Date



For and on behalf of

UCL Business Plc


Signed

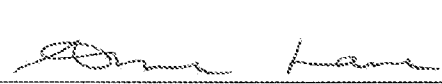
Print name **MR CENGIZ TARHAN**
Managing Director
UCL Business PLC

Title

Date 27 MAY 2014

For and on behalf of

University College London


Signed

Print name **Dr Anne Lane**
Authorised UCL Signature

Title

Date 22/5/14



UCL Business PLC is a wholly owned company of University College London.
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SCHEDULE

Part A: General description of the Technology

35-005: Nanofibre Filtration for use in Purifying High-Value Biopharmaceuticals (Purifyfy)

The invention pertains to the creation of nanofibre structures constructed of polymers designed with high surface area and pore sizes compatible with the needs of bioprocessing and bioreaction engineering.

These materials have been designed with two main applications in mind:

- i. A solid phase support for bio catalysis; where the superior mass transport properties (compared to conventional supports) enable improved reaction kinetics and the ability to form the nanofibre structures on a variety of surfaces e.g. Kevlar belts will confer significant processing advantages i.e. create a robust flexible and manoeuvrable solid-phase. Relevant areas of application would include the production of semi synthetic antibiotics and the production of high fructose corn syrups (hfcs)
- ii. An absorbent material for bioprocessing to replace packed bed chromatographic absorption based processes. The material could be used in a range of configurations from membrane type formats such as a pleated cartridge arrangement or by creating a moving bed type configuration.

Part B: Specific Items of intellectual property or other property

- (a) any patents and patent applications based on or derived from Serial No. 1119192.1 and PCT/GB2012/052768, Chromatography Medium filed on 07/11/2011 and 07/11/2012;
- (a) any patents and patent applications based on or derived from Serial No. PCT/GB2013/052626, Chromatography Medium filed on 09/10/2013
- (b)
- (c) any copyright works, design rights, database rights, etc:
- (d) any important know-how:



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