

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
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EMD MILLIPORE CORPORATION	05/31/2017
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Property Type	Number
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DATE SIGNED:	07/27/2017
Total Attachments: 2	
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PATENT ASSIGNMENT

WHEREAS, EMD MILLIPORE CORPORATION, of 290 Concord Road, Billerica Massachusetts 01821, USA, a corporation organized and existing under the laws of the STATE OF MASSACHUSETTS (hereinafter "Assignor"), is the owner through a Research and Development Cost Sharing Arrangement of all rights, title and interest in an invention(s), which invention is described in an application for Letters Patent titled **"SAMPLE PREPARATION CONTAINER,"** filed in the US Patent [and Trademark] Office, assigned Patent Application No.: **15/519,201** and accorded Filing Date of **April 14, 2017**; and

WHEREAS, Assignor and Merck Patent GmbH of Frankfurter Strasse 250, 64293 Darmstadt, Germany, a corporation organized and existing under the laws of Germany (hereinafter "Merck Patent") have entered into a Patent Services Agreement (hereinafter "Patent Services Agreement") pursuant to which, the parties agree that the rights and interests of the Assignor in and to the invention, application(s) and Letters Patent therefor (hereinafter "Invention") shall be the same during the period that Merck Patent owns legal title to the Invention as Assignor's rights and interests were prior to this fiduciary transfer of the legal title to the Invention to Merck Patent and that the fiduciary transfer of the legal title to the Invention to Merck Patent shall not result in any person or entity, including but not limited to Merck Patent, acquiring all or any portion of the rights of the Assignor in and to the Invention. These rights include, but are not limited to, the Assignor's right to exploit the Invention in any manner that it shall choose, the Assignor's right to receive and to control all of the revenues attributable to the exploitation of the Invention, and the Assignor's right to decide which entities, if any, shall be allowed to exploit the Invention and to negotiate and to decide the terms under which the Invention shall be made available for exploitation by any such entities; and

WHEREAS, the purpose of this Patent Assignment Agreement is to incorporate the aforementioned Invention into the Patent Services Agreement.

NOW, THEREFORE, pursuant to the above Agreement, the Assignor hereby assigns and transfers unto Merck Patent the worldwide title to the Invention, and the title to and under the application(s) and any and all Letters Patent(s) that may be granted on the application(s), any and all divisions or continuations thereof, any and all renewals, reissues, reexaminations and extensions thereof, in the United States of America, in the territorial possessions of the United States of America, and in any country foreign to the United States of America, the same to be held by Merck Patent for the enjoyment of Assignor, its lawful successors and assigns, as fully and entirely as the same would have been held by Assignor had this assignment not been made.


AND, Assignor hereby authorizes and requests the Commissioner of Patent and Trademarks of the United States of America and respective Patent Office officials in any country foreign to the United States of America to issue said Letters Patent to Merck Patent as the assignee of Assignor's title to and under the same, and Assignor hereby further authorizes Merck Patent to apply for Letters Patent in Assignor's name or in its own name, as Merck Patent in its sole discretion sees fit, utilizing any benefits which may exist under any International Agreement, in any country.

AND, Assignor does hereby agree to execute any lawful document and to testify as to any material fact or thing which Merck Patent may deem necessary in order to secure unto Merck Patent the title to said Invention or any part thereof, the same to be done without any further consideration. And Merck Patent does hereby agree to execute any lawful document and to testify as to any material fact or thing which Assignor may deem necessary in order to secure unto Assignor the rights to said Invention or any part thereof, the same to be done without any further consideration.

AND, nothing herein contained shall modify, change, or alter (i) the rights that the Amended and Restated Research and Development Cost Sharing Agreement for Millipore Separation Devices grants to the parties to that agreement or (ii) the rights that the Amended and Restated Research and Development Cost Sharing Agreement for New Membrane grants to the parties to that agreement.

IN WITNESS WHEREOF, I hereby set my hand and affix my seal on behalf of EMD Millipore Corporation this 31 day of May, 2017.


Name/Title: John Dana Hubbard, Assistant Secretary of the Corporation

Witness Signature: 

Witness Name: Susie Silva

Date: May 31, 2017