

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4627989

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PAOLO PODIO-GUIDUGLI	03/10/2015
ANDREA MICHELETTI	03/05/2015
GUNNAR TIBERT	03/30/2015
KAYSER ITALIA, SRL	05/19/2015
RECEIVING PARTY DATA	
Name:	AGENCE SPATIALE EUROPEENNE
Street Address:	8-10, RUE MARIO NIKIS
City:	PARIS CEDEX 15
State/Country:	FRANCE
Postal Code:	75738
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14386095
CORRESPONDENCE DATA	
Fax Number:	(703)504-9415
<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:	202-835-1111
Email:	tboyden@clarkbrody.com
Correspondent Name:	CLARK & BRODY
Address Line 1:	1700 DIAGONAL ROAD
Address Line 2:	SUITE 510
Address Line 4:	ALEXANDRIA, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	11016-0161
NAME OF SUBMITTER:	CHRISTOPHER W. BRODY
SIGNATURE:	/Christopher W. Brody/
DATE SIGNED:	10/05/2017
Total Attachments: 7	
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ASSIGNMENT AGREEMENT

Between the undersigned

Kayser Italia, srl
Via Di Popogna 501, 57128, Livorno, Italy
Referred to herein as "Kayser"
represented by Valfredo Zolesi, its President

AND

Zolesi, Valfredo
Via G. Gozzer, 57128, Livorno Italy

Ganga, Pier Luigi
Via Di Goletta 2/B, 56121, Pisa, Italy

Podio-Guidugli, Paolo
Via Bergamo, 7 - 00198 Roma (Italy)

Micheletti, Andrea
via T. Omboni 49, 00147, Roma, Italy

Tibert, Gunnar
Mörbydalen 14, SE-182 52 Danderyd, Sweden

Referred to herein as "V. Zolesi, PL. Ganga, P. Podio-Guidugli, A. Micheletti, G. Tibert "

On one hand

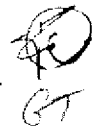
And the
European Space Agency
an intergovernmental organisation established by the Convention opened for
signature in Paris on 30 May 1975, with its headquarters at
8-10 rue Mario-Nikis
75015 Paris
France

represented by Franco Ongaro, Director of Technical and Quality Management

Referred to herein as the "Agency" or "ESA"

Individually referred to herein as the "Party" or collectively as the "Parties"

Whereas in accordance with the Employee Invention Act under Swedish law and to
Royal Institute of Technology (KTH) policy, university researchers own their own
patentable inventions ("teacher's exemption"). As a result, KTH has no ownership to



the inventions and to related legal titles. The KTH researcher, Tibert Gunnar, shall personally assign his patent rights to ESA.

Whereas in accordance with Article 65 of the Intellectual Property Code under Italian law, university researchers own their own patentable inventions. As a result, Università di Roma has no ownership to the inventions and to related legal titles. The researchers from Università di Roma, P. Podio-Guidugli and A. Micheletti shall personally assign their patent rights to ESA.


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Whereas:

- a) V. Zolesi, PL. Ganga, P. Podio-Guidugli, A. Micheletti, G. Tibert, when working for Kayser, Università di Roma and KTH, and Lucio Scolamiero, ESA staff member, (referred to herein collectively as "the Inventors"), made jointly various inventions relating to a "A DEPLOYABLE TENSEGRITY STRUCTURE, ESPECIALLY FOR SPACE APPLICATIONS" (referred to herein as "the Inventions");
- b) The Inventions were conceived in the framework of the ESA Contract No. 22871/09/NL/VS "Large Aperture Deployable Systems" with Kayser;
- c) On 15 September 2014 V. Zolesi, PL. Ganga, P. Podio-Guidugli, A. Micheletti, G. Tibert have signed a formalised assignment agreement for the USA.
- d) According to Chapter I of the ESA Rules on Information, Data and Intellectual Property ESA/C/CLV/Rules (Final) attached to ESA/ADMIN/REG(2008)7 and ESA staff regulation 4.2, the ownership of Information and Data and use of intellectual property produced by a Staff Member or Fellow or Expert of the Agency within the scope of his duty shall belong to the Agency;
- e) ESA has protected the Inventions with Agreement from the Parties by filing at ESA's own cost on March 19, 2012 an international patent application PCT/IB2012/052309 based on the Inventions, for which the national phase has been entered in Europe (European Patent Office) and the USA.
- f) The Parties wish to formalise their rights and obligations concerning the Inventions, the above-mentioned international application and any patent issuing thereof and any additional patent application covering the Inventions (referred to herein collectively as the "Patents").

Therefore it is agreed between the Parties as follows:

1) Assignment

V. Zolesi, PL. Ganga, P. Podio-Guidugli, A. Micheletti, G. Tibert and Kayser hereby assign, and confirm the assignment of, their rights in the Inventions and Patents to ESA.

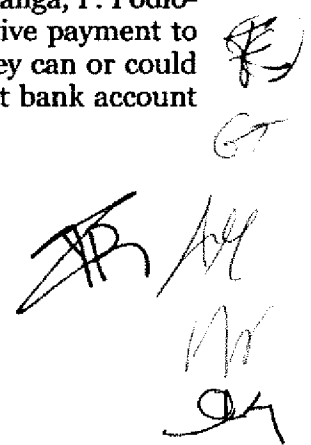
2) Rights and Obligations

V. Zolesi, PL. Ganga, P. Podio-Guidugli, A. Micheletti, G. Tibert and Kayser will complete any formalities requested by the patent offices, in particular contribute their signature under assignment agreements and other documents provided by external patent attorneys and patent offices required for keeping the Inventions and Patents valid and for filing further patent application covering the Inventions.

During the lifetime of any patent application filed and any patent granted for the above mentioned inventions, including any continuing or divisional or re-issue application thereof, V. Zolesi, PL. Ganga, P. Podio-Guidugli, A. Micheletti, G. Tibert and Kayser will continue to supply ESA free of charge with all necessary information in their possession to keep the Patents alive and in force.

Kayser, Università di Roma, P. Podio-Guidugli, A. Micheletti, KTH and G. Tibert shall have the right to use the invention for their own internal purposes, however, shall not grant such use rights to any third party and shall not commercially exploit the Inventions and Patents without prior written approval by ESA.

V. Zolesi, PL. Ganga, P. Podio-Guidugli, A. Micheletti, G. Tibert and Kayser are aware that ESA is obliged, according to its policy, to grant licences for purposes of space research and technology or their space applications to third parties within the ESA Member States free of charge. Nevertheless, should ESA collect any royalties for the invention or any patent issuing thereof, V. Zolesi, PL. Ganga, P. Podio-Guidugli, A. Micheletti, G. Tibert shall participate in the royalties that remain after deduction by ESA of all its internal and external cost for patent protection, technology transfer and licensing efforts (referred to herein as "Remaining Royalties") according to the following scheme: V. Zolesi, PL. Ganga, P. Podio-Guidugli, A. Micheletti, G. Tibert shall each receive 1/6 (one sixth) of 15% (fifteen per cent) of the Remaining Royalties. Payment of the participation in the Remaining Royalties shall be effectuated until 30 May for royalties received by ESA in the preceding calendar year, provided that V. Zolesi, PL. Ganga, P. Podio-Guidugli, A. Micheletti, G. Tibert have kept ESA up to date about their current address and bank account details (Name and Address of Bank, IBAN and BIC). ESA is not obliged to search for V. Zolesi, PL. Ganga, P. Podio-Guidugli, A. Micheletti, G. Tibert or to make any payment or retroactive payment to V. Zolesi, PL. Ganga, P. Podio-Guidugli, A. Micheletti, G. Tibert if they can or could not be reached at their latest address on record at ESA or if their last bank account details on record at ESA are not up to date.

A collection of handwritten signatures and initials in black ink, located in the bottom right corner of the page. There are approximately six distinct marks, including a large stylized signature, several smaller initials, and a circular stamp-like mark.

3) No exchange of funds

For the avoidance of doubt, except for participation by V. Zolesi, PL. Ganga, P. Podio-Guidugli, A. Micheletti, G. Tibert in ESA's royalties, no other compensation is due from one Party to the other Party under this agreement.

4) Recordals


All Parties agree to the afore-mentioned assignment and its recordal in the registers of the competent patent offices. ESA will bear all external expenses (i.e. expenditure for external patent attorneys and patent office fees) for the recordal.

5) Original Copies of this Agreement

This Agreement has been made in 9 copies, one for each of the Parties and two for possible recordals of the Agreement to be made by ESA. The Parties declare that they will sign additional copies of this Agreement for the recordal upon request by ESA.



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6) Applicable Law

Without prejudice to the ESA Convention, especially its Annex I, this Agreement shall be governed and shall be interpreted in accordance with French law.

All disputes arising out of, or in connection with, the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

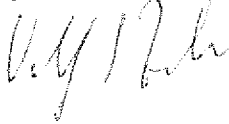
The language of arbitration shall be English. The place of arbitration shall be Paris, France.

Date: 18/05/2015


KAYSER ITALIA srl
Via di Popogna, 501 - 57128 LIVORNO
Cod. Fisc. e P. IVA 00827910498

Signature

Zolesi, Valfredo
President
Kayser Italia srl



Date: 27/5/2015



Signature

Franco Ongaro,
Director of Technical and Quality
Management
EUROPEAN SPACE AGENCY

Date: 18/05/2015



Signature

Ganga, Pier Luigi

Date: MARCH 5, 2015

Signature 
Micheletti, Andrea

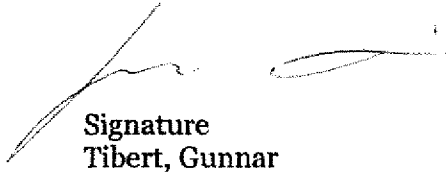


Date: March 10, 2015



Signature
Podio-Guidugli, Paolo

Date: MARCH 30, 2015



Signature
Tibert, Gunnar

