

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INSERM-TRANSFERT SA	06/17/2015
UNIVERSITE DE MONTPELLIER	06/22/2015
CENTRE NATIONALE DE LA RECHERCHE SCIENTIFIQUE	06/17/2015
RECEIVING PARTY DATA	
Name:	UNIVERSITY OF LEICESTER
Street Address:	UNIVERSITY ROAD
City:	LEICESTER
State/Country:	UNITED KINGDOM
Postal Code:	LE1 7RH
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15443362
CORRESPONDENCE DATA	
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Address Line 2:	SUITE 210
Address Line 4:	ROCHESTER, NEW YORK 14625
ATTORNEY DOCKET NUMBER:	29540.0891
NAME OF SUBMITTER:	MARY FRANCES HEEKS
SIGNATURE:	/Mary Frances Heeks/
DATE SIGNED:	10/11/2017
Total Attachments: 10	
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AGREEMENT FOR PATENT ASSIGNMENT

BETWEEN

INSERM-TRANSFERT SA, "Société Anonyme à Directoire et Conseil de Surveillance", a limited company with a share capital of €9,573,470 organized under the laws of France, having its registered headquarters in the Biopark Paris, 7, rue Watt – 75013 Paris, N° SIRET 434 033 619 0025, Code APE 7219Z, listed in the Paris Trade and Companies Registry under number RCS Paris B 434 033 619, represented by its Chairman of the Management Board, Pascale AUGÉ.

Acting as delegate of the French National Institute of Health and Medical Research (hereafter "INSERM"), a French public institution dedicated to research in the field of health and medicine, having its head office at 101, rue de Tolbiac – 75013 PARIS, FRANCE,

Hereafter "INSERM-TRANSFERT"

UNIVERSITE DE MONTPELLIER, a scientific, cultural and professional French public establishment, having its registered office at 163, rue Auguste Broussonnet 34090 Montpellier, SIRET n° 130 020 548 000 17, Code APE 8542Z, represented by its President, Philippe AUGÉ, which replaces, since January 1st, 2015 the University Montpellier I and University Montpellier II, pursuant to articles 2 and 10 of decree n°2014-1038 of September 11, 2014, which created the University de Montpellier,

Hereafter "UM"

CENTRE NATIONALE DE LA RECHERCHE SCIENTIFIQUE, a French public scientific and technological establishment, having its registered office at 3, rue Michel Ange, 75794 Paris Cedex 16, SIREN, n° 180 089 019, APE code 7219Z, represented by its President, Alain FUCHS,

Hereafter "CNRS"

INSERM-TRANSFERT, UM and CNRS are hereafter referred to as "Assignors"

ON THE ONE HAND

AND

UNIVERSITY OF LEICESTER, of University Road, Leicester, LE1 7RH, UK.

Hereinafter called "Assignee"

ON THE OTHER HAND

Hereinafter jointly called "Parties" or individually "Party"

WHEREAS:

INSERM, pursuant to its public health mission is the owner of certain patent rights (as defined below) based on results developed by Aude ECHALIER-GLAZER in INSERM's laboratory "Structural Biochemistry Center" (U1054), directed by Pierre-Emmanuel MILHET.

INSERM co-owns with UM and CNRS and UNIVERSITY OF LEICESTER the following Patent and Patent Applications:

- Patent application PCT/EP2013/071408 filed on October 14, 2013 (internal reference: ECHALIER-GLAZER BIO12230) and claiming the priority of the European patent application n°12 306 251.5 filed on October 12, 2012, and any divisional, continuation, or re-examination application, and each patent that issues or reissues from any of the previous patents or patent applications.

INSERM-TRANSFERT is INSERM's wholly owned technology transfer subsidiary, created by a French decree in June 6, 2000. Effective January 1st, 2006, INSERM delegated to INSERM-TRANSFERT the management of its technology transfer activities. Accordingly INSERM-TRANSFERT is empowered to negotiate, sign and manage related agreements including the present agreement.

The Assignors intend to abandon such patent and the Assignee is willing to pursue the patent procedures in its own name and at its own cost. In line with article L613-29 of the French Intellectual Property Code, UM has declined the offer of assignment of the share of co-ownership by letter mail dated April 14, 2015.

THE PARTIES AGREED ON THE FOLLOWING:

ARTICLE 1 – OBJECT OF THE AGREEMENT

The Assignors assign to the Assignee, which accepts, their share of co-ownership of the above mentioned Patent and Patent Applications.

ARTICLE 2 – CONDITIONS FOR TRANSFER OF RIGHTS

2.1 Such assignment is consented for free. Furthermore the Parties agree that Prosecution Expenses borne or entered into by any Assignor until the date of this assignment will not be refunded to the Assignor by the Assignee. "Prosecution Expenses" shall mean direct and indirect costs incurred for the preparation, filing, extension, grant, defense before a patent office and maintenance of the Patent and Patent Applications.

2.2 As from the date of entry into force of the present agreement, the Assignee shall be entirely responsible for the payment of the Prosecution Expenses.

2.3 The Assignee will register at its own expenses the present transfer of rights before the competent offices.

2.4 The Assignors shall not have any further right to exploit the Patent and Patent Applications thereafter except to the extent authorized by law or as expressly provided herein.

2.5 The Assignors shall keep a royalty-free, fully paid-up right to use Patent and Patent Applications for non-commercial research or teaching purposes. In case of assignment or license to a third-party, the Assignee remains liable for the respect by third party(ies) of the present provision.

2.6 Except as required by law for registration and prosecution purposes, neither party shall use the name of the other Party/Parties in issuing any press release or other public statements in connection with this agreement without the prior written approval of the other party.

ARTICLE 3 – NO WARRANTIES

3.1 The Assignors do not offer any guarantee as to the validity or scope of the Patent and Patent Applications under this agreement. No warranties, express or implied, are offered under this agreement, in particular as to the merchantability or the fitness for a particular purpose of the Patent and Patent Applications or that the use of the Patent and Patent Applications will not infringe any other patents or any other intellectual property rights of third parties.

3.2 The Assignors do not assume any liability and makes no representations in connection with the Patent and Patent Applications or their use. The Assignee will defend, indemnify and hold harmless the Assignors from any damage, claims or liabilities which may be alleged by third parties, regarding the Assignee's use of the Patent and Patent Applications.

3.3 The Assignee undertakes not to enforce any remedy, including any claim under any guarantee and not to substitute a third party in its rights of recourse against the Assignors, their directors, officers employees and agents for compensation of whatever damage which may arise out of or in connection with the use or non-use of the Patent and Patent Applications.

3.4 The Assignors do not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of its employees, agents or authorised representatives or for any fraudulent misrepresentation made by the Assignors, its employees, agents or authorised representatives in relation to this Agreement.

ARTICLE 4 – FINAL PROVISIONS

4.1 This agreement shall enter into force on its last date of signature.

4.2 This agreement constitute the entire understanding and agreement between the Parties with respect to the subject matter hereof and may not be modified, amended or discharged except by a written agreement duly executed by all Parties.

4.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement, and nothing in this agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this agreement.

4.4 In the event of any disagreement or dispute arising under this agreement, the Parties agree to use their reasonable efforts to resolve the disagreement or dispute amicably and avoid litigation. Otherwise, any dispute shall be settled under the law of the defendant.

This agreement may be executed in five (5) copies, one for registration purposes.

All powers are given by the Parties to bearer of an original copy of the present agreement

INSERM-TRANSFERT

17 JUIN 2015

Pascale AUGÉ
Chairman of the management board
Date:



Denise HIRSCH
Director Protection and
Institutional Partnerships

UM

Le Président de
l'Université de Montpellier

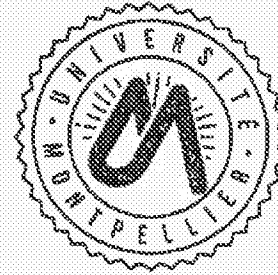
Philippe AUGÉ

President

Date: 22 JUIN 2012



Philippe AUGÉ



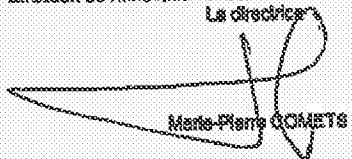
CNRS

Alain FUCHS
President

Date: 17 JUIN 2015

Direction de l'Innovation et des Relations avec les Entreprises

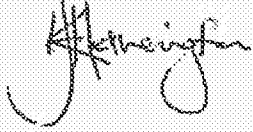
La directrice



Marie-Pierre COMETS

UNIVERSITY OF LEICESTER

Name: Dr Katherine Hetherington
Title: Commercial Contracts Manager
Date: 16/6/15



DATED 16th February 2016

- (1) Inserm-transfert SA
- (2) Universite de Montpellier
- (3) Centre Nationale de la Recherche Scientifique
- (4) University of Leicester

ADDENDUM NUMBER 1
(Addendum)

ADDENDUM NUMBER 1

BETWEEN :

INSERM-TRANSFERT SA, "Société Anonyme à Directoire et Conseil de Surveillance", a limited company with a share capital of €9,573,470 organized under the laws of France, having its registered headquarters in the Biopark Paris, 7, rue Watt – 75013 Paris, N° SIRET 434 033 619 0025, Code APE 7219Z, listed in the Paris Trade and Companies Registry under number RCS Paris B 434 033 619, represented by its Chairman of the Management Board, Pascale AUGÉ.

Acting as delegate of the French National Institute of Health and Medical Research (hereafter "INSERM"), a French public institution dedicated to research in the field of health and medicine, having its head office at 101, rue de Tolbiac – 75013 PARIS, FRANCE,

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Hereafter "CNRS"

UNIVERSITY OF LEICESTER, of University Road, Leicester, LE1 7RH, UK.

Hereinafter called "Assignees"

Each a 'Party' and together the 'Parties'.

INTRODUCTION

- (A) The Parties entered into an agreement for patent assignment dated 22nd June 2015 (the 'Agreement', ref. Inserm Transfert :12230B10; ref UM: 151555; ref CNRS: L15199); and
- (B) The Parties wish to amend the Agreement.

AGREED

1. Words or terms defined in the Agreement shall have the same meanings in this Addendum.

2. The following Clause shall be deleted:

INSERM co-owns with UM and CNRS and UNIVERSITY OF LEICESTER the following Patent and Patent Applications:

Patent application PCT/EP2013/071408 filed on October 14, 2013 (Internal reference: ECHALIER-GLAZER BIO12230) and claiming the priority of the European patent application n°12 306 251.5 filed on October 12, 2012, and any divisional, continuation, or re-examination application, and each patent that issues or reissues from any of the previous patents or patent applications.

And replaced with the following:

INSERM co-owns with UM and CNRS the following Patent and Patent Applications:

Patent application PCT/EP2013/071408 filed on October 14, 2013 (Internal reference: ECHALIER-GLAZER BIO12230) and claiming the priority of the European patent application n°12 306 251.5 filed on October 12, 2012, and any divisional, continuation, or re-examination application, and each patent that issues or reissues from any of the previous patents or patent applications.

3. Save as expressly amended under this Addendum, the Agreement shall otherwise continue in full force and effect and no other amendments are made.

IN WITNESS of which this Addendum has been executed on the above date.

Signed *Am*
P. AUGE
Authorized Signature for and on behalf of
INSERM-TRANSFERT

Name Ms. Pascale AUGE

Position *Chairman* of the Management Board

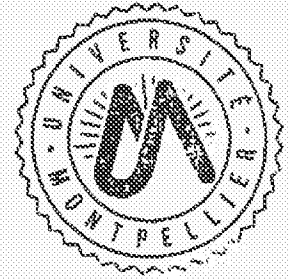
Dated *Number* 12 FEV. 2016

Pour le Président de l'Université de Montpellier
et par délégation
Le Vice-Président délégué à la Valorisation
et aux Partenariats Industriels
Signed *P. AUGÉ*
Authorized Signature for and on behalf of UM

Name Mr Philippe AUGÉ

Position President

Dated 16/02/2016



Direction de l'Innovation et des Relations avec les Entreprises
La Directrice
Signed *A. FUCHS*
Authorized Signature for and on behalf of
CNRS
Marie-Pierre COMETS

Name Alain FUCHS

Position President

Dated 2nd January 2016

Signed *K. HERNIMANTON*
Authorized Signature for and on behalf of
Assignee

Name DR KATHERINE HERNIMANTON

Position CONTRACTS MANAGER

Dated 2nd January 2016

