

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KARL-HEINZ EISELE	11/29/2017
RECEIVING PARTY DATA	
Name:	MERZ PHARMA GMBH & CO. KGAA
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15528219
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DATE SIGNED:	01/05/2018
Total Attachments: 2	
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source=2018-01-05_Executed_Assignment#page2.tif	

INVENTORS' WORLDWIDE ASSIGNMENT

WHEREAS, this patent assignment (the "Assignment") is made as of _____, (the "Effective Date")

WHEREAS, inventors Karl-Heinz EISELE ("Assignor") possess the right, title, and interest for and in an invention entitled METHODS FOR THE DETERMINATION OF THE BIOLOGICAL ACTIVITIES OF NEUROTOXIN POLYPEPTIDES ("the Invention"). The Invention is described in the corresponding listed patent Application No. 15/528,219 (the "Application"), which was filed on May 19, 2017; and PCT International Application No. PCT/EP2015/077245 filed November 20, 2015; and

WHEREAS, MERZ PHARMA GMBH & CO. KGAA, whose post office address is Eckenheimer Landstrasse 100, 60318 Frankfurt am Main, Germany, ("Assignee"), is desirous of acquiring Assignors' entire right, title, and interest in and to this Invention in all countries throughout the world, and in and to the applications for Letters Patent in all countries throughout the world on this Invention and any Letters Patent to be issued from this Application, including all continuation applications, divisional applications, reissues, and re-examinations and all Letters Patent throughout the world which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of the above Application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country (including any PCT International applications), and all Letters Patent which may be granted on this Invention in any foreign country, and all extensions, renewals, divisional applications, and reissues thereof (all of Inventors' right, title, and interest referred to in this paragraph are hereinafter collectively referred to as the "Rights");

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors confirm that they have sold, assigned, transferred, and conveyed, absolutely, and by way of further assurances do hereby sell, assign, transfer, and convey absolutely to Assignee, its lawful successors and assigns, Assignors' entire right, title, and interest in and to the aforesaid Rights in existence as of the Effective Date.

ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any appropriate official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent under said Rights to Assignee, its successors and assigns, in accordance with the terms of this Assignment; and

ASSIGNORS hereby covenant that Assignors have the full right to convey the interest assigned by this Assignment, and that Assignors have not executed and will not execute any agreement in conflict with this Assignment;

AND, the aforesaid Assignment includes the Assignors' right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignors if this sale and assignment had not been made;

AND, nothing in this Assignment shall be construed as (i) a warranty or representation by Assignors as to the validity or scope of any Rights, (ii) a warranty or representation that anything made, used, imported, developed, promoted, offered for sale, sold, or otherwise disposed of under the Rights does not or will not infringe patents, trade secrets or other proprietary rights of third parties; (iii) a representation or warranty of operability or that development of a commercial products is possible; (iv) any other representations or warranties, either express or implied, unless specified herein; (v) directly or indirectly operating or applying as a waiver of sovereign immunity by the laws of Germany; or (vi) imposing any obligation or any liability on any party contrary to the laws of the country of Germany. ALL RIGHTS ARE ASSIGNED HEREUNDER "AS IS." ASSIGNORS DISCLAIM AND MAKE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE RIGHTS.

ASSIGNORS further covenant and agree that, upon request of Assignee, Assignors will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignors respecting this Invention, sign and deliver all lawful papers when called upon to do so, including Declarations, Oaths, Powers of Attorney, Assignments, and Affidavits for or in relation to this Application and any continuation applications, divisional applications, reissues, and re-examinations, and to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this Invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by Assignee, its successors and assigns.

The undersigned hereby authorize the firms of J.A. Lindeman & Co., PLLC to correct errors in this Assignment or to insert any further identification or other information necessary or desirable to make this Assignment suitable for recordal in any country.

IN WITNESS WHEREOF, said Assignors have hereunto set their hands.

Signature of Assignor:  Date: 29th Nov 2017
Printed Name: Karl-Heinz EISELE Citizen of: Germany
Post Office Address: Parlamentsplatz 2b, Frankfurt am Main, 60325 Germany
Residence (if different): _____

Signature of Assignor: _____ Date: _____
Printed Name: _____ Citizen of: _____
Post Office Address: _____
Residence (if different): _____