

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5108607

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NALAN UTKU	08/23/2018
RECEIVING PARTY DATA	
Name:	CELLACT PHARMA GMBH
Street Address:	OTTO-HAHN-STRASSE 15
City:	DORTMUND
State/Country:	GERMANY
Postal Code:	44227
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16110007
CORRESPONDENCE DATA	
Fax Number:	(617)607-9200
<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:	(617) 449-6523
Email:	gellis@mccarter.com
Correspondent Name:	MCCARTER & ENGLISH, LLP
Address Line 1:	265 FRANKLIN STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	130485-00101
NAME OF SUBMITTER:	YU LU, PH.D.
SIGNATURE:	/Yu Lu/
DATE SIGNED:	08/24/2018
Total Attachments: 3	
source=_Executed Assignment#page1.tif	
source=_Executed Assignment#page2.tif	
source=_Executed Assignment#page3.tif	

ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

CellAct Pharma GmbH
BioMedizinZentrum
Otto-Hahn-Str. 15
D-44227 Dortmund
Germany

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

**METHOD FOR THE DIAGNOSIS OF ETOPOSIDE PRODRUG TREATABLE
CANCER**

as set forth in the following Patent Application:

which claims benefit of the following applications:

International Patent Application PCT/EP2017/054297, filed on February 24, 2017, and,
European Patent Application No. 16157179.9, filed on February 24, 2016

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified applications and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.


ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

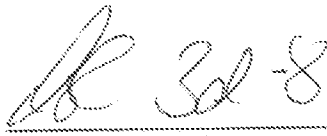
ASSIGNOR HEREBY GRANTS to the law firm of **McCarter & English, LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **McCarter & English, LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 23 day of August, 2018.

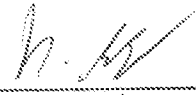


Nalan UTKU

Witness Signature 

Date: 23 August 2018

Print Witness Name DR. ANSELM BRANDL-JOHRN
RECHTSANWALT

Witness Signature 

Date: 23/08/18

Print Witness Name DR. VOLGER ALT