

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5157534

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	STUDER & JANSEN GMBH	08/10/2018
RECEIVING PARTY DATA		
Name:	CAELI NOVA AG	
Street Address:	SCHINDELLEGISTRASSE 3	
City:	PFAFFIKON SZ	
State/Country:	SWITZERLAND	
Postal Code:	8808	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	15539242	
Application Number:	15850923	
CORRESPONDENCE DATA		
Fax Number:	(202)293-7860	
<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:	202-293-7060	
Email:	cflanagan@sughrue.com, sughrue@sughrue.com	
Correspondent Name:	SUGHRUE MION, PLLC	
Address Line 1:	2100 PENNSYLVANIA AVENUE, NW	
Address Line 2:	SUITE 800	
Address Line 4:	WASHINGTON, D.C. 20037-3213	
ATTORNEY DOCKET NUMBER:	Q233653, Q237336	
NAME OF SUBMITTER:	CORA FLANAGAN, SECRETARY	
SIGNATURE:	/Cora Flanagan/	
DATE SIGNED:	09/25/2018	
Total Attachments: 8		
source=Q233653AssignmentExecutedStuderJansentoCaeliNova#page1.tif		
source=Q233653AssignmentExecutedStuderJansentoCaeliNova#page2.tif		
source=Q233653AssignmentExecutedStuderJansentoCaeliNova#page3.tif		
source=Q233653AssignmentExecutedStuderJansentoCaeliNova#page4.tif		

source=Q233653AssignmentExecutedStuderJansentoCaeliNova#page5.tif
source=Q233653AssignmentExecutedStuderJansentoCaeliNova#page6.tif
source=Q233653AssignmentExecutedStuderJansentoCaeliNova#page7.tif
source=Q233653AssignmentExecutedStuderJansentoCaeliNova#page8.tif

Assignment Agreement

(the **Agreement**)

dated as of 10 August 2018

by and between

Studer&Jansen GmbH

CHE-304.003.654

Güterstrasse 2B

6005 Luzern

Assignor

Caeli Nova AG

CHE-215.418.875

Schindellegistrasse 3

8808 Pfäffikon SZ

Assignee

(Assignor and the Assignee each a **Party**, together the **Parties**)

regarding

Intellectual Property Rights in Research of Gas Mixture and Method for Use (Method)

Introduction

Whereas, various individuals mentioned in Annex 1 (List of Developers) have jointly developed prototypes for a gas mixture for use in artificial respiration of human beings and a method for its use ("**Method**") aiming to assist in case of loss of cabin pressure in aircraft or in case of hyperventilation as further specified in Annex 2 (Method);

Whereas, Method might be protected under various intellectual property rights, in particular copyrights, patents and/or trade secrets (know-how);

Whereas, Developers have assigned their title and interest in such intellectual property rights in Method to Assignor (i) under their respective agreements entered into with Assignor, (ii) by operation of mandatory or default rules provided by the law;

Whereas, Assignee wishes to acquire the intellectual property rights in the Method and Assignor intends to assign any and all intellectual property rights in the previously developed Method to Assignee;

Now, therefore, the Parties agree as follows:

1. Assignment of Intellectual Property Rights

- (a) Assignor hereby undertakes to assign and transfer and hereby assigns and transfers to Assignee, and Assignee hereby undertakes to acquire and hereby acquires from Assignor any and all intellectual property rights in Method as identified in Annex 2 (Method) of this Agreement, including, in particular copyrights, patents (registered or unregistered as well as remainders thereof) and trade secret/know-how, whatever may be applicable.
- (b) Should certain intellectual property rights not be assignable by nature or by reason of other restrictions under the applicable law, Assignor hereby undertakes to grant to Assignee an irrevocable, perpetual, exclusive license, unrestricted with regard to territory, time and scope of use under which Assignees are free to grant sub-licenses and/or assign such license or singular claims of it.

- (c) The Method identified in Annex 2 (Method) has already been disclosed to the Assignee prior to the execution of this Agreement. The Assignor will no longer use these rights for his own purposes, i.e. for other purposes than the ones of the Assignee and will not disclose any unregistered inventions or know-how relating to the technology and prototypes to any third party.

2.

[REDACTED]

[REDACTED]

3.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.

[REDACTED]

[REDACTED]

5.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.3.

[REDACTED]

[REDACTED]

5.4.



6. Governing Law and Jurisdiction

6.1. Governing Law

This Agreement shall in all respects be governed by and construed in accordance with the laws of Switzerland, excluding its conflict of laws rules and the UN-Convention on Contracts for the International Sale of Goods.

6.2. Jurisdiction

Any dispute, controversy or claim arising out of or in connection with this Agreement, including the validity, invalidity, breach or termination thereof, shall be submitted to the exclusive jurisdiction of the courts in Zurich, Switzerland.

Signatures

ASSIGNOR

Studer&Jansen GmbH



Gunnar Jansen

Pfäffikon, 10 August 2018


ASSIGNEE

Caeli Nova AG



Marc Studer

Pfäffikon, 10 August 2018



Leo Grünstein

Pfäffikon, 10 August 2018

Annex 1 List of Developers

Annex 2 Method (Documentation and Description)

Annex 1 – List of Developers

Marc Studer

Gunnar Jansen

Annex 2 – Method (Description and Patent Documentation)

Includes the patent "Gas mixture and its use for artificial respiration of human beings in case of loss of cabin pressure in aircraft or in case of hyperventilation, and method for this purpose"

Patent office reference numbers:

Switzerland: 2028/14 (Publication No.: CH 710558 A2)

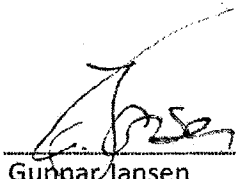
China: 201580070839.5 (Publication No.: CN107405510A)

Europe: 15817829.3 (Publication No.: EP3237076)

United States: 15/539242

United States continuation: 15/850923

ASSIGNOR **Studer&Jansen GmbH**



Gunnar Jansen

Pfäffikon, 10 August 2018

ASSIGNEE **Caeli Nova AG**



Marc Studer

Pfäffikon, 10 August 2018



Leo Grünstein

Pfäffikon, 10 August 2018