

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5358424

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GARETH WILSON	04/12/2017
RECEIVING PARTY DATA	
Name:	THE FRANCIS CRICK INSTITUTE LIMITED
Street Address:	1 MIDLAND ROAD
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	NW1 1AT
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	62323589
PCT Number:	US2017028013
CORRESPONDENCE DATA	
Fax Number:	
<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>	
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Correspondent Name:	NATERA, INC.
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Address Line 2:	SUITE 410
Address Line 4:	SAN CARLOS, CALIFORNIA 94070
ATTORNEY DOCKET NUMBER:	N.019.US.P01; N.019.WO.01
NAME OF SUBMITTER:	ANGELA Y. MCGOWAN
SIGNATURE:	/Angela Y. McGowan/
DATE SIGNED:	02/04/2019
Total Attachments: 6	
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Assignment Agreement

between

The Francis Crick Institute Limited

and

Inventor

Dated 12th April 2017

THIS ASSIGNMENT dated

is between:

- 1 **Gareth Wilson**, whose home address is 45 Meadow Road, Bromley, BR2 0DX, United Kingdom (who shall be known as the 'Inventor'); and
- 2 **THE FRANCIS CRICK INSTITUTE LIMITED**, a registered charity in England and Wales no. 1140062 and a company registered in England and Wales no. 06885462, with its registered office at 1 Midland Road, London, NW1 1AT, United Kingdom (the 'Crick')

WHEREAS:

- A The Inventor is a full-time employee of University College London ("UCL") and is currently seconded to the Crick to carry out research.
- B The Inventor has made certain inventions and developed technology, materials and know-how relating to 'Methods for Lung Cancer Detection' as described further in Schedule 1 Part A (the "Technology"), including the specific items of intellectual property described in Schedule 1 Part B (the "Assigned Property").
- C The Inventor wishes to assign to the Crick his right, title and interest in the Technology and the Assigned Property, and the Crick wishes to take an assignment of the Technology and Assigned Property, subject to and in accordance with the provisions of this Assignment.

THIS ASSIGNMENT WITNESSES as follows: -

1 Assignment

- 1.1 In consideration of the sum of £1 (one-pound sterling) now paid by the Crick to the Inventor (receipt of which is acknowledged by him), the Inventor hereby assigns and transfers to the Crick absolutely all of his right, title and interest in and to the Technology and the Assigned Property.
- 1.2 The assignment effected by this clause 1 shall include, without limitation, the assignment and transfer of: -
 - (a) all patent applications listed in the attached Schedule, as well as, any patents and other intellectual property that may be granted pursuant to the said applications, the right to claim priority from (and to prosecute and obtain grant of patent on) such applications, as well as all patents or other intellectual property that may derive priority from or have equivalent claims to or be based upon the Assigned Property in any country of the world

(and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Assigned Property shall be deemed to include all such items of property; and

- (b) in respect of each and any invention disclosed or comprised within the Technology, the right to file patent applications for such invention, to claim priority from such patent applications, and to prosecute and obtain grant of patent on such patent applications, in or in respect of any country or territory in the world; and
- (c) any unregistered intellectual property listed in the attached Schedule; and
- (d) all rights in respect of any know-how that is described in the attached Schedule; and
- (e) all rights of action, powers and benefits arising from ownership of the Technology and the Assigned Property, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment.

1.3 To the extent that the Technology and Assigned Property includes any know-how protected under the laws governing confidential information, references to the "assignment" of such know-how shall include the following obligations on the Inventor:

- (a) the Inventor transfers to the Crick such rights as he may have in law to prevent the unauthorized use or disclosure of such know-how;
- (b) to the extent that such rights cannot be, or are not transferred by virtue of the provisions of clause 1.3(a), the Inventor will agree to be joined in any action (whether as claimant or otherwise) brought by the Crick or its assignee against any third party that is alleged to infringe such rights, subject to the Crick effectively indemnifying him against any damages, costs and expenses incurred in relation to any such action;
- (c) the Inventor will not disclose any such know-how without the prior written consent of the Crick; but this obligation of non-disclosure shall cease upon the know-how becoming publicly known (other than as a result of breach of this clause by the Inventor);
- (d) the Inventor warrants and represents that he is not aware of any disclosure of such know-how to any third party, prior to the date of this Assignment, except under written obligations of confidentiality; and

- (e) if required to do so by the Crick the Inventor will make such acknowledgements to third parties as the Crick may reasonably require stating that the Crick owns all such know-how and that the Inventor retains no ownership rights in such know-how.

1.4 The Inventor shall execute such documents and give such assistance as the Crick may require at the expense of the Crick: -

- (a) to secure the vesting in the Crick or its assignee of all rights in the Technology and the Assigned Property; and
- (b) to uphold the Crick's or its assignee's rights in the Technology and the Assigned Property; and
- (c) to defeat any challenge to the validity of, and resolve any questions concerning, the Technology and the Assigned Property.

2. Warranties, representations and undertakings

2.1 The Inventor warrants, represents and undertakes that: -

- (a) immediately prior to the assignment in Clause 1 above, he has not been and is not currently a party to any agreement or understanding, whether oral or written, which would in any manner be inconsistent with the assignment of rights provided for in this Assignment; and
- (b) he has disclosed to the Crick the names of all persons of whom he is aware who might have rights in the Technology, including any other persons who were involved in developing the Technology, and any organisations which funded the development of the Technology.

3. General

3.1 The obligations on the Inventor under Clauses 1.2 to 1.4, and 3 shall continue in force without limit of time.

3.2 The validity, construction and performance of this Agreement shall be governed by English law. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts to which the parties to this Agreement hereby submit.

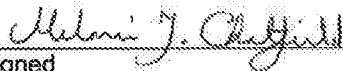
AGREED by the parties:

By Dr. Gareth Wilson

For and on behalf of

The Francis Crick Institute


Signed


Signed

GARETH WILSON
Print name

MELANIE CHATFIELD
Print name

Title

COMPANY SECRETARY
Title

12th APRIL 2017
Date

12th April 2017
Date

Schedule

Part A: General description of the Technology

90-133: Methods for Lung Cancer Detection

The invention provides methods for detecting single nucleotide variants in lung cancer, especially stage 3a lung adenocarcinoma and lung squamous cell carcinoma. Additional methods and compositions, such as reaction mixtures and solid supports comprising clonal populations of nucleic acids, are provided.

Part B: Specific items of intellectual property or other property

- (a) any patents and patent applications based on or derived from 62/323,589 (Natera Attorney Docket Number: N.019.US. P01) "METHODS FOR LUNG CANCER DETECTION" filed on 04/15/2016.
- (b) any copyright works, design rights, database rights, etc
- (c) any important know-how relating to the Technology