

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5358445

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE FRANCIS CRICK INSTITUTE LIMITED	04/12/2017
RECEIVING PARTY DATA	
Name:	UCL BUSINESS PLC
Street Address:	THE NETWORK BUILDING
Internal Address:	97 TOTTENHAM COURT ROAD
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	W1T4TP
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>	
Email:	IP@natera.com
Correspondent Name:	NATERA, INC.
Address Line 1:	201 INDUSTRIAL ROAD
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: 8	
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Assignment Agreement

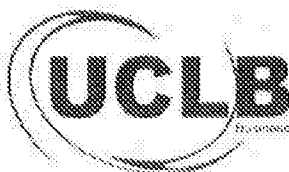
Between

The Francis Crick Institute

And

UCL Business PLC

Dated 12th April 2017



The Realisation of Research



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Registered Office: The Network Building, 97 Tottenham Court Road, London W1T 6TP Registered in England Number 12776383

ASSIGNMENT FROM NON-UCL INSTITUTION TO UCLB

THIS ASSIGNMENT dated *12th April 2017* is between:

- (1) **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**"); and
- (2) **UCL BUSINESS PLC**, a company incorporated in England and Wales under company registration number 02776963, and whose registered office is at the Network Building, 97 Tottenham Court Road, London W1T 4TP, United Kingdom ("**UCLB**").

RECITALS:

- A. Dr Gareth Wilson (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 has assigned all of his right, title and interest in the Technology and the Assigned Property to the Crick in the terms of an inventor assignment agreement dated [*12th April 2017*] (the "Inventor Assignment Agreement").
- D. The Crick and UCLB have agreed the terms of a revenue sharing agreement to be entered into by UCLB and the Crick on the same date as this Assignment and relating to the exploitation of the Assigned Property (the "Revenue Sharing Agreement").
- E. The Crick now wishes to assign to UCLB all of its right, title and interest in the Technology and the Assigned Property and UCLB wishes to take an assignment of the Technology and Assigned Property, on and subject to and in accordance with the provisions of this Assignment.



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THIS ASSIGNMENT WITNESSES as follows:

1 Assignment

- 1.1 In consideration of UCLB executing the Revenue Sharing Agreement and the sum of £1 (one-pound sterling) now paid by UCLB to the Crick (receipt of which is acknowledged), the Crick hereby assigns and transfers to UCLB absolutely all of its 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 patents and other intellectual property that may be granted pursuant to any applications listed in the attached Schedule 1, 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) any unregistered intellectual property listed in the attached Schedule 1; and
 - (c) all rights in respect of any know-how that is described in the attached Schedule 1; and
 - (d) 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 Crick (and the Crick confirms that the Inventor Assignment Agreement confers such obligations on the Inventor):
- (a) the Crick hereby transfers and shall transfer to UCLB such rights as it may have in law to prevent the unauthorized use or disclosure of such know-how;



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- (b) to the extent that such rights cannot be, or are not, transferred by virtue of the provisions of Clause 1.3(a), the Crick will agree to be joined in any action (whether as claimant or otherwise) brought by UCLB or its assignee against any third party that is alleged to infringe such rights, subject to UCLB effectively indemnifying it against any damages, costs and expenses incurred in relation to any such action;
- (c) the Crick will not disclose any such know-how without the prior written consent of UCLB; 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 Crick or of the equivalent clause in the Inventor Assignment Agreement by the Inventor);
- (d) the Crick warrants and represents that it 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 UCLB, the Crick will make such acknowledgements to third parties as UCLB may reasonably require stating that UCLB owns all such know-how and that the Crick does not retain any ownership rights in such know-how.

1.4 The Crick shall, and for so long as the Inventor is seconded to the Crick shall use reasonable endeavours to ensure that the Inventor shall, execute such documents and give such assistance as UCLB may require, at the expense of UCLB: -

- (a) to secure the vesting in UCLB of all rights in the Technology and the Assigned Property; and
- (b) to uphold UCLB'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

The Crick warrants, represents and undertakes that at the date of this Assignment: -

- (a) it 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;



- (b) it has obtained an assignment from the Inventor of all of the Inventor's right, title and interest in and to the Technology and the Assigned Property in the terms of the Inventor Assignment Agreement; and
- (c) it has disclosed to UCLB in writing the names of all persons of whom it is aware who might have rights in the Technology, including any other persons who were involved in developing the Technology, and any organisations that funded the development of the Technology.

3 General

- 3.1 The obligations on the Crick and the Inventor under Clauses 1.2 to 1.4, 2 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.



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AGREED by the Parties through their authorised signatories:

For, and on behalf of

THE FRANCIS CRICK INSTITUTE

For, and on behalf of

UCL BUSINESS PLC

signature

Melanie J. Chatfield

signature

Anne Lane

print name

Melanie Chatfield
Company Secretary

print name

ANNE LANE

Job title

Job title

EXECUTIVE DIRECTOR

date

12th April 2017

date

12/4/17



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Schedule 1**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



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