

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5414397

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PAOLO BOTTI	06/26/2018
RECEIVING PARTY DATA	
Name:	CAPSUGEL BELGIUM
Street Address:	RIJKSWEG 11
City:	BORNEM
State/Country:	BELGIUM
Postal Code:	2880
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9533048
CORRESPONDENCE DATA	
Fax Number:	(212)808-0844
<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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Email:	cbhamburg@norris-law.com
Correspondent Name:	C. BRUCE HAMBURG/NORRIS MCLAUGHLIN, P.A.
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Address Line 2:	8TH FLOOR
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	122142-25
NAME OF SUBMITTER:	C. BRUCE HAMBURG
SIGNATURE:	/C. BRUCE HAMBURG/
DATE SIGNED:	03/11/2019
Total Attachments: 5	
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ASSIGNMENT AGREEMENT

DATED: 26.06.2018 (the "Effective Date")

BETWEEN:

1. Mr. Paolo Botti, with address at S, avenue de la Place Verte ("Assignor")
Vessey Switzerland

And

2. Capsugel Belgium, a Belgian public limited liability company ('Naamloze Vennootschap'), having its registered office at Rijksweg 11, 2880 Bornem, Belgium and registered in the register of Legal Entities (RLE) of Antwerp, division Mechelen under number 0400.767.772 ("Assignee")

Hereinafter collectively referred to as "Parties" or, each individually, as a "Party".

WHEREAS:

1. Assignor is the sole proprietor of all rights, title and interest in and to certain patent applications and patents set forth in Exhibit A to this agreement (the "Patents");
2. Assignor has agreed to irrevocably transfer and assign to Assignee all of its rights, title and interest in and to the Patents;
3. The Parties now wish to set forth the terms and conditions agreed between them in that respect (the "Agreement").

NOW, THEREFORE, IT HAS BEEN AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE 1: Assignment

Assignor hereby sells, assigns, transfers and conveys to Assignee, with effect from the Effective Date, all right, title and interest in the Patents, including, without limitation:

- where applicable, all right, title and interest to any and all patents or patent applications resulting from the Patents, claiming the priority of the Patents or of which the Patents claim the priority;
- where applicable, all right, title and interest to any and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, priorities and renewals of the Patents or of the above specified patents and patent applications as well as the right to apply for any of the foregoing;
- all inventions, invention disclosures, and discoveries described in the Patents to the extent that such inventions, invention disclosures and discoveries could be claimed in any of the Patents;

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- all patents that are related to any of the Patents through terminal disclaimer;
- all business and goodwill associated with the above;
- all rights to causes of action and remedies related to the above (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing and to retain any damages and profits due or accrued); and
- any and all other rights and interests arising out of, in connection with or in relation to the Patents.

the same to be held and enjoyed by Assignor, its successors and assigns, as fully and entirely as said interest could have been held and enjoyed by Assignee had this sale, assignment, transfer and conveyance not been made.

Upon Assignee's reasonable request, Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Patents.

ARTICLE 2: Consideration

In consideration of the assignment granted pursuant to Article 1, Assignee shall pay the sum of 50.000,00 € (euro) to Assignor, who accepts, and receipt of which is hereby acknowledged by Assignor.

The amount payable under this Agreement is exclusive of VAT, import of export duties or any other similar sales tax.

ARTICLE 3: Warranties

Assignor warrants that as at the Effective Date:

- it owns all right, title and interest in and to the Patents;
- it has not sold, transferred, licensed or otherwise disposed of any of the Patents;
- the Patents are not subject to any restrictions (such as confidentiality undertakings) imposed by third parties with respect to the use of the Patents;
- it is not aware of and has not received notice from any third party owning or claiming any rights in any of the Patents;
- it has the legal right to grant all the rights it purports to grant and to convey all the rights it purports to convey pursuant to Article 1 above; and
- it is not aware of any existing challenges to the validity of the Patents.

ARTICLE 4: Liability

The liability of either Party to the other for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement will not extend to any indirect damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Party bringing the claim has advised the other of the possibility of those losses or if they were within the other Party's contemplation.

The aggregate liability of each Party to the other for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, will not exceed in total the aggregate amount received by Assignor in accordance with Article 2.

Nothing in this Agreement however limits or excludes either Party's liability for:

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- death or personal injury;
- any fraud or for any sort of liability that, by law, cannot be limited or excluded; or
- any loss or damage caused by a deliberate breach of this Agreement.

The express undertakings and warranties given by the parties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

ARTICLE 5: Entire agreement

This Agreement and its enclosures constitute the entire agreement between the Parties in relation to this subject matter. It supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the Parties, whether written or oral, relating to its subject matter.

This Agreement may not be assigned by either Party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

ARTICLE 6: Governing law and jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of Belgium and the competent Dutch speaking courts of Brussels, Belgium shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

ARTICLE 7: Severability

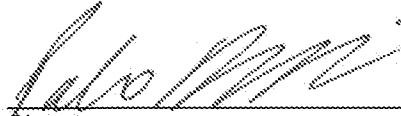
If any provision of this Agreement (or any part of any provision) is found by any court or other authority of competent territory to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

ARTICLE 8: Counterparts

This Agreement may be executed in one or more counterparts delivered by facsimile, scanned images over e-mail, or otherwise, each of which fully signed counterpart shall be deemed to be an original for all purposes, and all of which together shall constitute one and the same instrument.

The signatories declare that they are fully authorised and have the legal capacity to execute this Agreement for and on behalf of the respective Parties as of the Effective Date.

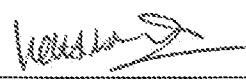
For and on behalf of Assignor


Signature

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Prolo Botti
Name

For and on behalf of Assignee


Signature

K. Hultstrom
Name

SVP R&D
Capacity

Enclosures:

- Annex A: the Patents

Annex A:

Patents / patent applications part of the transfer agreement:

WO2011064300 and all its national/regional entries e.g. in Australia (2010323101), Brazil (112012012539-7), Canada (2783306), China (201080062354-9), Europe (2504327; validated in CH, DE, ES, FR, GB, IE, IT and NL), Israel (219966), India (4684/CHENP/2012), Japan (5848708) and US (8624044).

WO2011064316 and all its national/regional entries e.g. in Australia (2010323117), Brazil (112012012945-7), Canada (2782056), China (201080062361-9), Europe (10781909-6), Israel (220022), India (5439/CHENP/2012), Japan (5892940) and US (9445992).

WO2012160203 and all its national/regional entries e.g. in Europe (2714088; validated in CH, DE, ES, FR, GB, IE and IT), India (10212/CHENP/2013), Japan (6050332) and US (9533048).

WO 2008/037484 and all its national/regional entries e.g. in Brazil (PI0714761-9), US (8,513,188), Japan (5335677), China (ZL2007800434371), Canada (2,664,568), Australia (2007302270) and Europe (07 81 8525.3).

WO 2008/037463 and all its national/regional entries e.g. in US (9,211,340), Europe (2068936; validated in CH, DE, FR, GB).