

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5527265

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE	04/27/2015
RECEIVING PARTY DATA	
Name:	IMPERIAL INNOVATIONS LIMITED
Street Address:	52 PRINCES GATE
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	SW7 2PG
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15324548
CORRESPONDENCE DATA	
Fax Number:	(703)413-2220
<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:	(703) 413-3000
Email:	corpassignments@oblon.com
Correspondent Name:	OBLON, ET AL.
Address Line 1:	1940 DUKE STREET
Address Line 4:	ALEXANDRIA, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	480718US
NAME OF SUBMITTER:	ELLEN MURABITO
SIGNATURE:	/ELLEN MURABITO/
DATE SIGNED:	05/16/2019
Total Attachments: 8	
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Docket No. 480718US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF: Iain MCCULLOCH et al.

SERIAL NUMBER: 15/324,548

ATTN: ASSIGNMENT BRANCH

FILING DATE: January 6, 2017

FOR: THIENOTHIOPHENE-ISOINDIGO

IDENTIFICATION OF PATENTS AND PATENT APPLICATIONS UNDER 37 CFR 3.21

COMMISSIONER FOR PATENTS
ALEXANDRIA, VIRGINIA 22313

Commissioner:

The Deed of Assignment enclosed herewith contains the EP Priority Number 14176441.5 (see page 7), and the Inventors' names Iain MCCULLOCH, Iain MEAGER, and Bob SCHROEDER, and is believed, in combination with the application serial number and filing date contained in this cover letter, to adequately identify the above-identified application in accordance with 37 CFR 3.21, as set forth in MPEP Section 302.03.

In light of the foregoing, this Assignment is deemed to be in proper condition for examination and such favorable action is earnestly solicited.

Respectfully Submitted,

OBLON, McCLELLAND,
MAIER & NEUSTADT, L.L.P.

/Daniel J. Pereira/

Customer Number

22850

Tel. (703) 413-3000
Fax. (703) 413-2220
(OMMN 07/09)

Richard L. Treanor
Registration No. 36,379

Daniel J. Pereira
Registration No.: 45,518

THIS DEED OF ASSIGNMENT dated 27th APRIL 2015 is made by and between:

- (1) **Imperial College of Science, Technology and Medicine** whose address is Exhibition Road, London SW7 2AZ, United Kingdom ("Imperial");
- (2) **Professor Iain McCulloch** whose address is 2 Goodacre Drive, Eastleigh, SO53 4LG, United Kingdom ("Professor McCulloch");
- (3) **Mr. Iain Meager** whose address is 337 Ditchling Road, Brighton, BN1 6JJ, United Kingdom ("Mr. Meager");
- (4) **Dr. Bob Schroeder** whose address is Maison 23, L-9775 Weicherdange, Luxembourg ("Dr. Schroeder"); and
- (5) **Imperial Innovations Limited** whose address is 52 Princes Gate, London SW7 2PG, United Kingdom ("Innovations").

WHEREAS:

- A. In the course of collaborative research, Professor McCulloch, Mr. Meager and Dr. Schroeder of Imperial (collectively the "Imperial Inventors") together with Jean Charles Flores, Pascal Hayoz, Klemens Mathaeur and Patrice Bujard of BASF Schweiz AG (collectively the "BASF Inventors") have jointly generated the Intellectual Property (as defined below).
- B. At the time the Intellectual Property was generated, Professor McCulloch was an employee of Imperial, Mr. Meager was a student at Imperial and Dr. Schroeder was a student and subsequently an employee at Imperial.
- C. Consequently Professor McCulloch's contribution to the Intellectual Property belongs to Imperial, Mr. Meager is required to assign his contribution to the Intellectual Property to Imperial in accordance with Imperial's Student Intellectual Property Policy, and part of Dr. Schroeder's contribution to the Intellectual Property belongs to Imperial and Dr. Schroeder is required to assign the remainder of his contribution to the Intellectual Property to Imperial in accordance with Imperial's Student Intellectual Property Policy.
- D. Imperial has agreed to assign its right, title and interest in the Intellectual Property to Innovations subject to the terms of this Assignment.
- E. BASF Schweiz AG is supportive of this Assignment.

THIS DEED OF ASSIGNMENT WITNESSES as follows:

1. Definitions

In this Assignment, the following words shall have the following meanings:

"Intellectual Property" the Patents and the Technology.

"Patents" the patent applications identified in the Schedule and any patents and patent applications which are based upon or derive priority from such patent applications.

"Technology" any and all inventions, software, technology, materials and know-how which relate to the areas described in the Schedule and which have been developed by one or more of the Imperial Inventors alone or jointly with the BASF Inventors, and all rights in such inventions, software, technology, materials and know-how.

References in this Assignment to Clauses, Recitals, Schedules and Parties are to the clauses, recitals, schedules and parties of and to this Assignment.

2. The Imperial Inventors warrant that together with the BASF Inventors the Imperial Inventors are the sole generators in respect of their contributions to the Intellectual Property and that their contributions to the Intellectual Property were made as described in Recitals A and B above.
3. Professor McCulloch agrees and acknowledges that his contribution to the Intellectual Property was made in the course of his duties as an employee of Imperial and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of his duties and consequently his contribution to the Intellectual Property belongs to Imperial pursuant to section 39 of the Patents Act 1977, section 11(2) of the Copyright, Designs and Patents Act 1988 and/or his contract of employment. To the extent that Professor McCulloch has any right, title or interest in the Intellectual Property he hereby assigns and transfers the same to Imperial absolutely and with full title guarantee in consideration of the sum of £1.00 (receipt of which is hereby acknowledged).
4. Dr. Schroeder agrees and acknowledges that part of his contribution to the Intellectual Property was made in the course of his duties as an employee of Imperial and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of his duties and consequently such part of his contribution to the Intellectual Property belongs to Imperial pursuant to section 39 of the Patents Act 1977, section 11(2) of the Copyright, Designs and Patents Act 1988 and/or his contract of employment. To the extent that Dr. Schroeder has any right, title or interest in such part of his contribution in the Intellectual Property he hereby assigns and transfers the same to Imperial absolutely and with full title guarantee in consideration of the sum of £1.00 (receipt of which is hereby acknowledged).
5. Dr. Schroeder hereby assigns and transfers all his right, title and interest in the remainder of his contribution to the Intellectual Property to Imperial absolutely and with full title guarantee in consideration of the sum of £1.00 (receipt of which is hereby acknowledged).
6. Mr. Meager hereby assigns and transfers all his right, title and interest in the Intellectual Property to Imperial absolutely and with full title guarantee in consideration of the sum of £1.00 (receipt of which is hereby acknowledged).

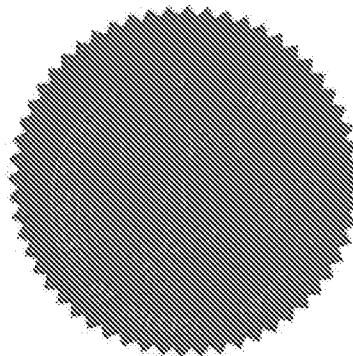
7. In consideration of the sum of £1.00 (receipt of which is hereby acknowledged) Imperial hereby assigns and transfers to Innovations absolutely and with full title guarantee its right, title and interest in the Intellectual Property (including, for the avoidance of doubt, any right, title and interest that Imperial has acquired under Clauses 3, 4, 5 and 6).
8. The assignments effected by Clauses 3, 4, 5, 6 and 7 shall include, without limitation, the assignment and transfer of:
 - a. all patents and other intellectual property that may be granted pursuant to the Intellectual Property, as well as all patents and other intellectual property that may derive priority from or have equivalent claims to or be based upon the Intellectual Property in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Intellectual Property shall be deemed to include all such items of property;
 - b. all copyright, database rights, registered or unregistered design rights or other intellectual property rights in respect of the Intellectual Property;
 - c. all rights in respect of any data, databases or confidential information that form part of the Intellectual Property;
 - d. all rights of ownership of any materials that form part of the Intellectual Property; and
 - e. all rights of action, powers and benefits arising from ownership of the Intellectual 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.
9. Imperial and the Imperial Inventors shall execute such documents and, at the expense of Innovations, give such assistance as Innovations may require:
 - a. to secure the vesting in Innovations of their respective rights in the Intellectual Property;
 - b. to uphold the rights of Innovations in the Intellectual Property; and
 - c. to defeat any challenge to the validity of, and resolve any questions concerning, the Intellectual Property.

The obligations on Imperial and the Imperial Inventors under this Clause 8 shall continue in force without limit of time.

10. Imperial and the Imperial Inventors hereby irrevocably appoint Innovations as their attorney in their respective names to execute any document and do any act or thing which may be necessary to comply with the provisions of Clause 8.
11. The Imperial Inventors severally warrant, represent and undertake to Innovations that each of them has not assigned or agreed to assign the Intellectual Property to any third party or otherwise encumbered the Intellectual Property, and that each of them is not a party to any agreement or understanding (oral or written) which

EXECUTED AND DELIVERED AS A DEED by the Parties:

The Common Seal of Imperial College
of Science, Technology and Medicine
was affixed hereto in accordance with its
constitution, in the presence of:)



Signed.....*[Signature]*.....

Signed.....*[Signature]*.....

Signed as a Deed by Professor Iain McCulloch in the presence of a witness and delivered upon signature:

Signed.....

.....
witness signature

.....
witness name

.....
witness address

Signed as a Deed by Mr. Iain Meager in the presence of a witness and delivered upon signature:

Signed.....*[Signature]*.....

.....
witness signature

[Signature]
Dr. Kathryn Mazzio
witness name

411 Federal Ave East, Apt. 8, Seattle
witness address WA 98102, USA.


EXECUTED AND DELIVERED AS A DEED by the Parties:

The Common Seal of Imperial College)
of Science, Technology and Medicine)
was affixed hereto in accordance with its)
constitution, in the presence of:)

Signed.....

Signed.....

Signed as a Deed by Professor Iain McCulloch in the presence of a witness and delivered upon signature:

Signed.....


.....


witness signature

BRAD EC

witness name

FAU

witness address

Signed as a Deed by Mr. Iain Meager in the presence of a witness and delivered upon signature:


Signed.....

.....
witness signature

.....
witness name

.....
witness address

Signed as a Deed by Dr. Bob Schroeder in the presence of a witness and delivered upon signature:

Signed.....



witness signature

Benjamin Haab
witness name

135 Okesha St Apt. 1, Menlo Park CA 940
witness address

Executed and delivered as a Deed by Imperial Innovations Limited acting through:

Signed.....
Director

Signed.....
Director/Secretary

SCHEDULE

The Technology

Thienothiophene/Isoindigo ~ BASF.

The Patents

European Patent Priority Application Number EP14176441.5, filed on 10 July 2014.