

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5687718

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UNIVERSITY OF TROMSO - THE ARCTIC UNIVERSITY OF NORWAY	06/27/2019
UNIVERSITY HOSPITAL OF NORTH NORWAY	06/27/2019
NORINNOVA TECHNOLOGY TRANSFER AS	06/27/2019
RECEIVING PARTY DATA	
Name:	PROPHYLIX AS
Street Address:	SYKEHUSVEGEN 23
Internal Address:	TROMSO SCIENCE PARK
City:	TROMSO
State/Country:	NORWAY
Postal Code:	9019
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15300656
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:	mail@grimesyvonnlaw.com
Correspondent Name:	GRIMES & YVON LLP
Address Line 1:	300 THIRD AVENUE
Address Line 2:	28TH FLOOR
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	IPA.002.US1
NAME OF SUBMITTER:	ANNE-MARIE C. YVON
SIGNATURE:	/Anne-Marie C. Yvon/
DATE SIGNED:	08/27/2019
Total Attachments: 11	
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IPR Assignment Agreement

The following Agreement has been made by and among the

University of Tromsø

hereafter referred to as "UIT" (which expression shall be deemed to include its successors and assigns) whose registered office is at Hansine Hansens vei 14, 9019 Tromsø, Norway.
Org. no. 970 422 528.

and

University Hospital of North Norway

hereafter referred to as "UNN" (which expression shall be deemed to include its successors and assigns) whose registered office is at Sykehusveien 28, 9019 Tromsø, Norway.
Org. no. 983 974 899.

and

Norinova Technology Transfer AS

hereafter referred to as "NTT" (which expression shall be deemed to include its successors and assigns) whose registered office is at PO Box 6413, Tromsø Science Park, N-9294, Tromsø, Norway. Org. no.: 957 915 035.

UIT, UNN and NTT will hereafter collectively be referred to as "UNT"

and

Prophylix AS

hereafter referred to as "Prophylix" (which expression shall be deemed to include its successors and assigns) whose registered office is at Sykehusvegen 23, Tromsø Science Park, 9019 Tromsø, Norway. Org. no. 920 056 261.

The Agreement shall be effective as of the Effective Date (as set out in section 14 below).

WHEREAS scientists employed by UIT, UNN, and the Norwegian Institute of Public Health (FHI) cooperated on a project within the field of Fetal/Neonatal Alloimmune Thrombocytopenia (FNATT).

WHEREAS the scientists employed (the "Employees") collectively have developed a novel antibody, the "Invention" (Disclosure of Invention, UIT Ref. No. 2012/5819 (Appendix A), UNN Ref. No. 2012/4013-4 (Appendix B));

WHEREAS UIT and UNN have acquired all rights to the Invention from their Employees;

WHEREAS NTT is the technology transfer office at UIT and UNN and is, in accordance with agreements with same, empowered to act in all matters concerning technology transfer at UIT and UNN, including i.a., to secure and protect UIT's and UNN's intellectual property

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rights (IPR) and to conclude patent, license and other relevant agreements on behalf of UTT and UNN;

WHEREAS FIH has decided to not acquire any rights to the Invention from its Employees (Terje Michaelsen and Øivstein Ihle) and Michaelsen and Ihle has assigned all its right, title and interest to the invention to NTT;

WHEREAS NTT has entered into an agreement with Michaelsen, Ihle, UTT and UNN for the commercialization of the Invention, and thus represents UTT, UNN, Michaelsen and Ihle on this issue;

WHEREAS UNT has filed a patent application for the Invention (PCT application number PCT/EP2012/057102 and derived applications and patents);

WHEREAS UNT has not licensed any rights related to the Invention to third parties, and hence has full ownership and rights to the IPR, including the Invention.

WHEREAS Prophylix is desirous of acquiring the Patent(s); and

WHEREAS UNT wants to sell, convey, assign and transfer the Patent and related IPR to Prophylix to have the Invention perfected and marketed as soon as possible so that resulting products may be available for public use and benefit.

NOW, THEREFORE, UNT and Prophylix agree as follows:

1. Definitions

Where no other meaning is obvious from the context, the words and expressions used in this Agreement shall be understood as explained in the following definitions:

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1.5 "Invention" shall mean a novel antibody referred to in Disclosure of Invention, UNT Ref. No. 2012/5819 (Appendix A) and UNN Ref. No. 2012/4013-4 (Appendix B).

1.6 "IPR" shall mean intellectual property rights pertained in the Invention vested in UNT, and transferred to Prophix under this Agreement.

REDACTED



1.11 "Patents" shall mean the filed patent applications related to the Invention as well as divisional patents and patent applications, continuations, continuations in part, re-examinations, re-issues and corresponding foreign patents and patent applications arising from UNT's existing patent application(s) on the Invention within FNATT (PCT application number PCT/EP2015/057102 and derived applications and patents).

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2. Grant

2.1. Assignment of IPR.

UNT hereby irrevocably assigns and transfers to Prophylix all its rights, title and interest in and to the Invention and the Patents related thereto, including the right to enforce the Patents or other IPR in relation to the Invention. Prophylix will hold absolute and unencumbered ownership to the Patents. UNT will by this transaction hold no rights whatsoever to commercial utilisation of the Invention, Patents or Products. Full ownership of and title to the Invention, IPR and the Patents, subject to Article 2.2, will be transferred upon payment of the Sign-on Fee, cf Article 4.1. A).

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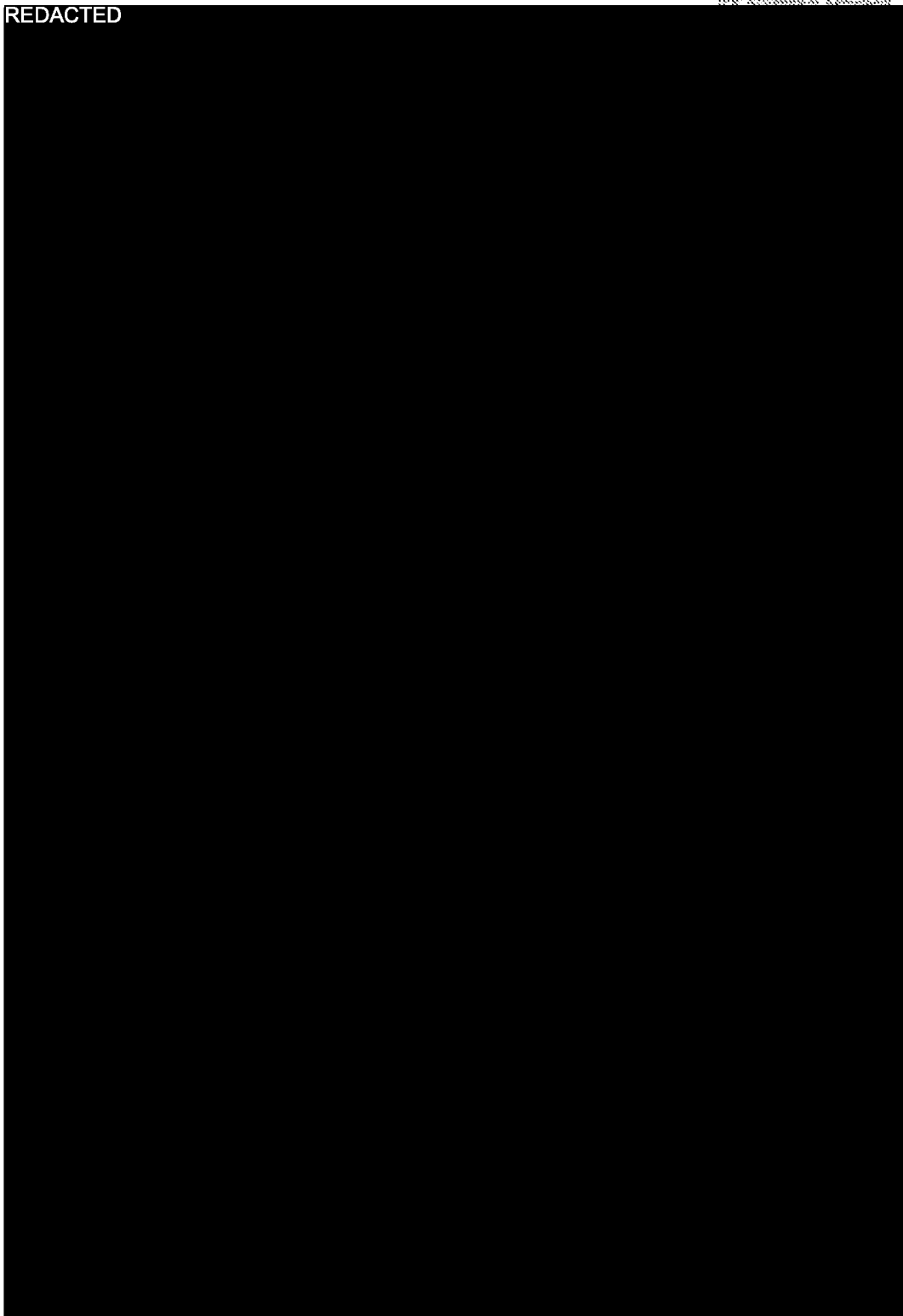
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This Agreement is issued in 4 (four) copies of which UIT, UNN, NTT and Propylitx each keep one.

Duly signed for and on behalf of
UIT-The Arctic University of Norway


Jørgen Fossholm
universitetetsdirektør


Date 27.6.2019

Duly signed for and on behalf of
Propylitx AS


Søren Weis Dahl
Chief Executive Officer

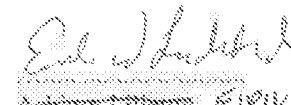
Date June 27, 2019

Duly signed for and on behalf of
University Hospital of North Norway


Einar Bugge
kvalitets- og utviklingssjef

Date 27.6.2019

Duly signed for and on behalf of
Norinova Technology Transfer AS


Eirik W. Luvdahl
HEAD OF BD

Date 27/6-19

- APPENDIX A * Disclosure of Invention UIT.
- APPENDIX B * Disclosure of Invention UNN.
- APPENDIX C * PCT application number PCT/EP2015/057102