

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5699154

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FRAUNHOFER-GESELLSCHAFT ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V.	01/16/2018
RECEIVING PARTY DATA	
Name:	UNIVERSITY OF CAPE TOWN
Street Address:	LOVERS WALK, RONDEBSCH
Internal Address:	BREMNER BUILDING
City:	CAPE TOWN
State/Country:	SOUTH AFRICA
Postal Code:	7700
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9695239
Patent Number:	9872904
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>	
Phone:	202-344-4000
Email:	khaddaway.team@venable.com, abthomas@venable.com
Correspondent Name:	VENABLE LLP
Address Line 1:	600 MASSACHUSETTS AVE NW
Address Line 4:	WASHINGTON, D.C. 20001
ATTORNEY DOCKET NUMBER:	37998.383888
NAME OF SUBMITTER:	ANDREW THOMAS
SIGNATURE:	/Andrew Thomas/
DATE SIGNED:	09/03/2019
Total Attachments: 6	
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Purchase Agreement

between

**Fraunhofer-Gesellschaft zur
Förderung der Angewandten Forschung e.V.**

Hansastr. 27 C
80686 München

- hereinafter called "FhG" -

acting for it's

**Fraunhofer-Institute for Molecular Biology and Applied
Ecology IME**

Forckenbeckstraße 6
52074 Aachen
Germany

- hereinafter called "IME" -

and

University of Cape Town

a university incorporated in terms of the Higher Education Act,
1997, and the statute of the University of Cape Town,
promulgated under Government Notice No. 1199 of 20
September 2002, of Bremner Building, Lovers Walk, Rondebosch,
7700, South Africa.

- hereinafter called "UCT" -

I. Preamble

WHEREAS, FhG owns certain Intellectual Property Rights (as hereinafter defined) relevant to immunological and antibody therapy.

WHEREAS, UCT has expressed an interest in acquiring the Intellectual Property Rights from FhG and FhG is willing to transfer the ownership of the IPR to UCT on the terms and conditions set forth herein;

Now, therefore, in consideration of the mutual obligations and covenants hereinafter set forth, UTC and FhG hereby agree as follows:

II. Definitions

1. **"Intellectual Property Rights" or "IPR"** shall mean the patent applications and the patents listed in Annexure 1, including any further patents and patent applications claiming priority thereof and any continuation, division or reissue thereof.
2. **"Exploitation"** shall mean to use and have used the IPR for any purpose (e. g. to manufacture, have manufactured, sell, lease, license, carry out projects).
3. **"Effective Date"** is the date, when this Agreement is signed by both parties.
4. **"Purchase Price"** shall mean the sum of € 132 486.00 (one hundred and thirty-two thousand four hundred and eighty-six Euro) excluding VAT (which shall be zero rated)

III. Scope of the Agreement

1. In consideration of the Purchase Price, FhG hereby assigns and transfers, with effect from the Effective Date, to UCT all rights, title and interest in and to the IPR and shall execute any documents that may be or become necessary for perfecting UCT's right to the IPR, after the payment of the first instalment as provided in III 5.1 .
2. UCT grants FhG a non-exclusive royalty-free right to carry out research and development projects using the IPR, but FhG may not to grant licenses to the IPR to third parties.
3. UCT will, after the Effective Date, bear the legal costs and fees for the assignment and recording of the IPR in its name and for the maintenance and prosecution of the IPR, including action against third parties for the infringement of the IPR subsequent to the Effective Date of this Agreement.
4. FhG hereby confirms that it is prepared to negotiate and intends to enter into a non-exclusive license on commercial terms with a commercial partner identified by UCT to provide the commercial partner with access to the intellectual property rights associated with PCT number WO2016/150496 (FhG reference number 15F57064) and subsequent filings flowing from this patent application, including any continuations, continuations in part, extensions, reissues, divisions, and any patent supplementary protection certificates and similar rights.

5. Payment Schedule

- 5.1 The Purchase Price for the IPR numbered 1, 6, 7 and 9 in Annexure 1, shall be paid in three equal annual installments of € 44 162.00 commencing on 1 December 2018 and ending on 1 December 2020.

From all royalties or other payments which UCT earns on any Exploitation of the IPR, FhG shall receive 5 % excluding any payments that are made to UCT for the reimbursement of the costs incurred by UCT for the purchase, prosecution and maintenance of IPR that have been incurred by UCT.

- 5.2 UCT shall pay within 30 (thirty) days from receipt of each invoice which will be issued by FhG on the dates indicated in clause III.5.1. All payments to FhG under this Agreement shall be made to FhG bank account as follows:

Bank:	Deutsche Bank, Munich, Germany
Beneficiary:	Fraunhofer-Gesellschaft
Bank Account Number:	DE86 7007 0010 0752 1933 00
SWIFT code:	DEUTDEMM
VAT Number:	DE 129515865
Payment Reference:	APA 689/16-IME

Paid amounts shall be non-refundable.

- 5.3 UCT shall submit to FhG a written report about royalties or other payments on any Exploitation of the IPR for the previous year, until the end of March each year, and FhG shall send appropriate invoices to UCT. The invoices shall be paid by UCT within 30 days.

UCT shall keep complete, true and accurate accounts of all royalties or other payments on any Exploitation of the IPR and shall permit FhG to allow a certified public accounting firm to examine its books and records in order to verify the payments due or owing under this Agreement. Examinations shall (i) occur not more than once per calendar year; (ii) be under an agreement of confidentiality; and (iii) be paid for by FhG, unless the difference between the payment due under this Agreement and the actual payment is more than 10%, in which case the examination shall be paid by UCT.

6. FhG's liability in connection with the assignment is limited to deliberate action and gross negligence. UCT releases FhG from all claims made by third parties that may result from the Exploitation of the IPR by UCT. Notwithstanding the foregoing, FhG warrants that there are no rights, agreements or other restrictions, which FhG granted to or executed with third party, and which restrict the use of the IPR by UCT. FhG warrants that it is the owner of IPR and has full rights to effect the assignment of IPR to UCT.

7. This Agreement comes into force on the Effective Date.

8. This Agreement shall be construed according to the laws of Switzerland.

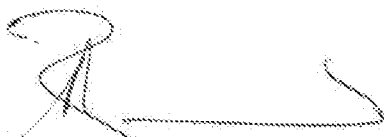
9. The invalidity, ineffectiveness or unenforceability of any provision hereof shall not affect the remaining parts of this Agreement. However, in such a case, the parties shall do their best efforts to replace such illegal, ineffective or unenforceable provision by one having the same economic purpose or commercial content consistent with the terms of this Agreement.

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SIGNED AT MOWBRAY THIS THE 16 DAY OF January 2018.

For and on behalf of the University of Cape
Town, duly authorised



Mr Piet Barnard
Director: Research Contracts & Innovation

SIGNED AT Munich THIS THE 18th DAY OF December 2018.

For and on behalf of Fraunhofer-Gesellschaft zur Förderung der Angewandten Forschung
e.V.,
duly authorised



Dr. Michael Groß



Thomas Thurm

ANNEXURE I
List of IPR

Licensed Patents

Internal file number	Country code	Filing date	Application number	Publication number	Grant number	Title
2011P52205WOCA	WOCA	21.03.2012	2,865,933			Novel Photoimmunoconjugates for Use in Photodynamic Therapy
2011P52205WOCN	WOCN	21.03.2012	CN 201280071458.5	CN 1042032868 A	ZL2012800714585	Novel Photoimmunoconjugates for Use in Photodynamic Therapy
2011P52205WOIN	WOIN	21.03.2012	6866/DELNP/2014			Novel Photoimmunoconjugates for Use in Photodynamic Therapy
2011P52205WOKR	WOKR	21.03.2012	2014-7025516	10-2015-0003719		Novel Photoimmunoconjugates for Use in Photodynamic Therapy
2011P52205WOUS	WOUS	21.03.2012	14/381,386	US 2015/0140022	9872904	Novel Photoimmunoconjugates for Use in Photodynamic Therapy
2012P53522WE	WE	04.11.2013	13 786 232.2	EP 2 916 861		Novel immunoproteases
2012P53522WOCA	WOCA	04.11.2013	2,890,595			Novel immunoproteases
2012P53522WOUS	WOUS	04.11.2013	US 14/440,947		9,944,706	Novel immunoproteases
2012P53584WE	WE	24.10.2013	EP 13 783 316.6	EP 2 912 057	2912057	A Microtubuli-modifying compound
2012P53584WEDE	WEDE	24.10.2013	EP 13 783 316.6	EP 2 912 057	2912057	A Microtubuli-modifying compound
2012P53584WEFR	WEFR	24.10.2013	EP 13 783 316.6	EP 2 912 057	2912057	A Microtubuli-modifying compound
2012P53584WEGB	WEGB	24.10.2013	EP 13 783 316.6	EP 2 912 057	2912057	A Microtubuli-modifying compound
2012P53584WEIT	WEIT	24.10.2013	EP 13 783 316.6	EP 2 912 057	2912057	A Microtubuli-modifying compound
2012P53584WENL	WENL	24.10.2013	EP 13 783 316.6	EP 2 912 057	2912057	A Microtubuli-modifying compound
2012P53584WOCN	WOCN	24.10.2013	201380055938.7	CN 104936977 A		A Microtubuli-modifying compound
2012P53584WOIP	WOIP	24.10.2013	2015-538440		6243919	A Microtubuli-modifying compound

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17.12.2018

2012P53584WOUS	WOUS	24.10.2013	14/436,568	US 2015/0259418 A1	9,695,239	A Microtubuli-modifying compound
2015P57055WE	WE	16.06.2015	15730742.2	3310387		Novel Specific Photoimmuno-Theranostics for Detection and Elimination of Skin Cancer Cells
2015P57055WO	WO	16.06.2015	PCT/EP2015/063422	WO 2016/202365 A1		Novel Specific Photoimmuno-Theranostics for Detection and Elimination of Skin Cancer Cells
2015P57055WOCA	WOCA	16.06.2015	2,989,464			Novel Specific Photoimmuno-Theranostics for Detection and Elimination of Skin Cancer Cells
2015P57055WOCN	WOCN	16.06.2015				Novel Specific Photoimmuno-Theranostics for Detection and Elimination of Skin Cancer Cells
2015P57055WOIN	WOIN	16.06.2015				Novel Specific Photoimmuno-Theranostics for Detection and Elimination of Skin Cancer Cells
2015P57055WOUS	WOUS	16.06.2015				Novel Specific Photoimmuno-Theranostics for Detection and Elimination of Skin Cancer Cells
2015P57055WOZA	WOZA	16.06.2015	2017/07025			Novel Specific Photoimmuno-Theranostics for Detection and Elimination of Skin Cancer Cells

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