

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5740729

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JÜRGEN FREVERT	08/08/2019
FRED HOFMANN	08/06/2019
MARCEL JURK	08/04/2019
MANUELA LÓPEZ DE LA PAZ	08/23/2019
DANIEL SCHEPS	08/22/2019
RECEIVING PARTY DATA	
Name:	MERZ PHARMA GMBH & CO. KGAA
Street Address:	ECKENHEIMER LANDSTR. 100
City:	FRANKFURT AM MAIN
State/Country:	GERMANY
Postal Code:	60318
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16498257
CORRESPONDENCE DATA	
Fax Number:	(312)616-5700
<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:	(720) 795-7976
Email:	tcrispino@leydig.com, assignments@leydig.com
Correspondent Name:	MICHAEL J. CURTIS
Address Line 1:	4940 PEARL EAST CIRCLE, SUITE 200
Address Line 4:	BOULDER, COLORADO 80301
ATTORNEY DOCKET NUMBER:	337534: 122-19 US
NAME OF SUBMITTER:	MICHAEL J. CURTIS
SIGNATURE:	/michaelcurtisREG54053/
DATE SIGNED:	09/26/2019
Total Attachments: 21	
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ASSIGNMENT

WHEREAS, I/WE:

1. **Assignor: Jürgen FREVERT**, available at Eckenheimer Landstr. 100, 60318 Frankfurt am Main, Germany;
2. **Assignor: Fred HOFMANN**, available at Eckenheimer Landstr. 100, 60318 Frankfurt am Main, Germany;
3. **Assignor: Marcel JURK**, available at Eckenheimer Landstr. 100, 60318 Frankfurt am Main, Germany;
4. **Assignor: Manuela LÓPEZ DE LA PAZ**, available at Eckenheimer Landstr. 100, 60318 Frankfurt am Main, Germany;
5. **Assignor: Daniel SCHEPS**, available at Eckenheimer Landstr. 100, 60318 Frankfurt am Main, Germany;

herein called individually an "ASSIGNOR" and collectively "ASSIGNORS," in connection with the invention entitled:

"NOVEL RECOMBINANT BOTULINUM NEUROTOXINS WITH INCREASED DURATION OF EFFECT";

for which the following patent application(s):

Country Code	Application Serial No.	Filing Date
WO	PCT/EP2017/066891	July 6, 2017
US		

was/were submitted or filed (collectively, the "LISTED APPLICATION(S)");

AND WHEREAS, **Assignee: MERZ PHARMA GMBH & CO. KGAA**

(herein called "ASSIGNEE"), an entity organized and existing under the laws of the Country of Germany, having a principal place of business at:

Assignee Address:
Eckenheimer Landstr. 100
60318 Frankfurt am Main
Germany

is desirous of obtaining my/our entire right, title and interest in, to and under the said invention and the said LISTED APPLICATION(S);

NOW, THEREFORE, in consideration of my contractual and other legal obligations, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, a said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the invention(s) and discoveries disclosed in the LISTED APPLICATION(S), and the LISTED APPLICATION(S) and all divisions, renewals, continuations and subsequent applications

**LVM Docket No. 337534: 122-19 US
Assignment**

thereof, and all Patents of the United States which may be granted thereon and all reissues, reexaminations, and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention(s) and discoveries in any country or countries foreign to the United States; together with the right to file such applications and the right to claim for the same the benefit of priority of said inventions, discoveries, and patent applications listed herein, including the LISTED APPLICATION(S) and applications thereof and therefrom under The International Union for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application and applications thereof and therefrom is/are filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention(s) in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and any and all claims, causes of action, and damages for past, present, and future infringement or other unauthorized use of the above items, along with the right to sue for and to collect damages and other relief;

AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY authorize the above-mentioned ASSIGNEE or its legal representative to insert in this instrument the filing date and serial number of said application(s) or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document;

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention(s) and discoveries, and testify in any legal proceeding, sign all lawful papers, execute all continuing and subsequent applications, including divisional, reissue and foreign applications, make all rightful oaths, and generally cooperate and do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain, maintain, and enforce proper protection for said invention(s) and discoveries in any and all countries;

AND I HEREBY further agree that this Assignment does not create any agency, employment, or partnership relationship between the parties;

AND I HEREBY further agree that this Assignment shall not be construed against any party on the ground that such party was responsible for the preparation of this Assignment, or on any related ground;

AND I HEREBY further agree that should any provision of this Assignment be determined to be void, unenforceable, or against public policy, such provision may be altered in time or scope in order to give effect to such provision. If such alteration is not possible, such provision shall be deemed severed from this Assignment and the balance of this Assignment

LVM Docket No. 337534: 122-19 US
Assignment

shall remain in full force and effect, so long as the original intent of this Assignment remains substantially intact.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal (if applicable) the day and year set opposite my signature.

Assignor 1:

08.08.2018 (sign) J. Frevert
Date Jürgen FREVERT

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness B. Piontek
Printed Name of Witness Brigitte Piontek
Address of Witness Lideritzstr. 55, 13351 Berlin

Assignor 2:

_____ (sign) _____
Date Fred HOFMANN

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness _____
Printed Name of Witness _____
Address of Witness _____

Additional Assignors on additional sheets: Yes

LVM Docket No. 337534: 122-19 US
Assignment

Assignor 3:

_____ (sign) _____
Date **Marcel JURK**

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness _____

Printed Name of Witness _____

Address of Witness _____

Assignor 4:

_____ (sign) _____
Date **Manuela LÓPEZ DE LA PAZ**

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness _____

Printed Name of Witness _____

Address of Witness _____

Additional Assignors on additional sheets: Yes

LVM Docket No. 337534: 122-19 US
Assignment

Assignor 5:

_____ (sign) _____
Date Daniel SCHEPS

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness _____

Printed Name of Witness _____

Address of Witness _____

Additional Assignors on additional sheets: NO

LVM Docket No. 337534: 122-19 US
Assignment

Assignee: MERZ PHARMA GMBH & CO. KGAA

_____ (sign) _____
Date _____
_____ (print full name) _____
_____ (title) _____

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness _____
Printed Name of Witness _____
Address of Witness _____

ASSIGNMENT

WHEREAS, I/WE:

1. **Assignor: Jürgen FREVERT**, available at Eckenheimer Landstr. 100, 60318 Frankfurt am Main, Germany;
2. **Assignor: Fred HOFMANN**, available at Eckenheimer Landstr. 100, 60318 Frankfurt am Main, Germany;
3. **Assignor: Marcel JURK**, available at Eckenheimer Landstr. 100, 60318 Frankfurt am Main, Germany;
4. **Assignor: Manuela LÓPEZ DE LA PAZ**, available at Eckenheimer Landstr. 100, 60318 Frankfurt am Main, Germany;
5. **Assignor: Daniel SCHEPS**, available at Eckenheimer Landstr. 100, 60318 Frankfurt am Main, Germany;

herein called individually an "ASSIGNOR" and collectively "ASSIGNORS," in connection with the invention entitled:

"NOVEL RECOMBINANT BOTULINUM NEUROTOXINS WITH INCREASED DURATION OF EFFECT";

for which the following patent application(s):

Country Code	Application Serial No.	Filing Date
WO	PCT/EP2017/066891	July 6, 2017
US		

was/were submitted or filed (collectively, the "LISTED APPLICATION(S)");

AND WHEREAS, Assignee: MERZ PHARMA GMBH & CO. KGAA

(herein called "ASSIGNEE"), an entity organized and existing under the laws of the Country of Germany, having a principal place of business at:

Assignee Address:
Eckenheimer Landstr. 100
60318 Frankfurt am Main
Germany

is desirous of obtaining my/our entire right, title and interest in, to and under the said invention and the said LISTED APPLICATION(S);

NOW, THEREFORE, in consideration of my contractual and other legal obligations, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, a said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the invention(s) and discoveries disclosed in the LISTED APPLICATION(S), and the LISTED APPLICATION(S) and all divisions, renewals, continuations and subsequent applications

**LVM Docket No. 337534: 122-19 US
Assignment**

thereof, and all Patents of the United States which may be granted thereon and all reissues, reexaminations, and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention(s) and discoveries in any country or countries foreign to the United States; together with the right to file such applications and the right to claim for the same the benefit of priority of said inventions, discoveries, and patent applications listed herein, including the LISTED APPLICATION(S) and applications thereof and therefrom under The International Union for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application and applications thereof and therefrom is/are filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention(s) in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and any and all claims, causes of action, and damages for past, present, and future infringement or other unauthorized use of the above items, along with the right to sue for and to collect damages and other relief;

AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

AND I HEREBY authorize the above-mentioned ASSIGNEE or its legal representative to insert in this instrument the filing date and serial number of said application(s) or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document;

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention(s) and discoveries, and testify in any legal proceeding, sign all lawful papers, execute all continuing and subsequent applications, including divisional, reissue and foreign applications, make all rightful oaths, and generally cooperate and do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain, maintain, and enforce proper protection for said invention(s) and discoveries in any and all countries;

AND I HEREBY further agree that this Assignment does not create any agency, employment, or partnership relationship between the parties;

AND I HEREBY further agree that this Assignment shall not be construed against any party on the ground that such party was responsible for the preparation of this Assignment, or on any related ground;

AND I HEREBY further agree that should any provision of this Assignment be determined to be void, unenforceable, or against public policy, such provision may be altered in time or scope in order to give effect to such provision. If such alteration is not possible, such provision shall be deemed severed from this Assignment and the balance of this Assignment

**LVM Docket No. 337534: 122-19 US
Assignment**

shall remain in full force and effect, so long as the original intent of this Assignment remains substantially intact.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal (if applicable) the day and year set opposite my signature.

Assignor 1:

_____ (sign) _____
Date Jürgen FREVERT

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness _____

Printed Name of Witness _____

Address of Witness _____

Assignor 2:

06-Aug-2019 (sign) Fred Hofmann
Date Fred HOFMANN

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness _____

Printed Name of Witness Dr. Klaus Wulfelange

Address of Witness Herz Thorwa, 06861 Dessau

Am Pharmapark

Additional Assignors on additional sheets: Yes

LVM Docket No. 337534; 122-19 US
Assignment

Assignor 3:

Date (sign) Marcel JURK

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness _____

Printed Name of Witness _____

Address of Witness _____

Assignor 4:

Date (sign) Manuela LÓPEZ DE LA PAZ

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness _____

Printed Name of Witness _____

Address of Witness _____

Additional Assignors on additional sheets: Yes

LVM Docket No. 337534: 122-19 US
Assignment

Assignor 5:

_____ (sign) _____
Date Daniel SCHEPS

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness _____

Printed Name of Witness _____

Address of Witness _____

Additional Assignors on additional sheets: NO

LVM Docket No. 337534: 122-19 US
Assignment

Assignee: MERZ PHARMA GMBH & CO. KGAA

_____ (sign) _____
Date _____
_____ (print full name) _____
_____ (title) _____

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness _____

Printed Name of Witness _____

Address of Witness _____

LVM Docket No. 337534: 122-19 US
Assignment

Assignor 3:

24 Aug 2019 (Date) (sign) [Signature]
Marcel JARRA

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness [Signature]
Printed Name of Witness Claudia Jarrá
Address of Witness Libanorte, Bld. 70182, Stuttgart

Assignor 4:

_____ (Date) (sign) _____
Manuela LOPEZ DE LA PAZ

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness _____
Printed Name of Witness _____
Address of Witness _____

Additional Assignors on additional sheets: Yes

**LVM Docket No. 337534: 122-19 US
Assignment**

Assignor 3:

_____ (sign) _____
Date **Marcel JURK**

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness _____

Printed Name of Witness _____

Address of Witness _____

Assignor 4:

23.08.2019 (sign) *M Lopez de La Paz*
Date **Manuela LÓPEZ DE LA PAZ**

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness *Hans Jörg Dietrich*


Printed Name of Witness HANS JÖRG DIETRICH

Address of Witness BONIFATIUSSTRASSE 1B / 65835 LIEBERBACH
GERMANY

Additional Assignors on additional sheets: Yes

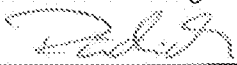
Assignor 5:

22.08.2013
Date

(sign) 
Daniel SCHEPS

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness 

Printed Name of Witness Marisa Rädels

Address of Witness Kolner Str. 50, 60327 Frankfurt/Main

Additional Assignors on additional sheets: NO

ASSIGNMENT

WHEREAS, I/WE:

1. **Assignor: Jürgen FREVERT**, available at Eckenheimer Landstr. 100, 60318 Frankfurt am Main, Germany;
2. **Assignor: Fred HOFMANN**, available at Eckenheimer Landstr. 100, 60318 Frankfurt am Main, Germany;
3. **Assignor: Marcel JURK**, available at Eckenheimer Landstr. 100, 60318 Frankfurt am Main, Germany;
4. **Assignor: Manuela LÓPEZ DE LA PAZ**, available at Eckenheimer Landstr. 100, 60318 Frankfurt am Main, Germany;
5. **Assignor: Daniel SCHEPS**, available at Eckenheimer Landstr. 100, 60318 Frankfurt am Main, Germany;

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AND WHEREAS, **Assignee: MERZ PHARMA GMBH & CO. KGAA**

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Assignee Address:
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Germany

is desirous of obtaining my/our entire right, title and interest in, to and under the said invention and the said LISTED APPLICATION(S);

NOW, THEREFORE, in consideration of my contractual and other legal obligations, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, a said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the invention(s) and discoveries disclosed in the LISTED APPLICATION(S), and the LISTED APPLICATION(S) and all divisions, renewals, continuations and subsequent applications

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AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

AND I HEREBY authorize the above-mentioned ASSIGNEE or its legal representative to insert in this instrument the filing date and serial number of said application(s) or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document;

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention(s) and discoveries, and testify in any legal proceeding, sign all lawful papers, execute all continuing and subsequent applications, including divisional, reissue and foreign applications, make all rightful oaths, and generally cooperate and do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain, maintain, and enforce proper protection for said invention(s) and discoveries in any and all countries;

AND I HEREBY further agree that this Assignment does not create any agency, employment, or partnership relationship between the parties;

AND I HEREBY further agree that this Assignment shall not be construed against any party on the ground that such party was responsible for the preparation of this Assignment, or on any related ground;

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**LVM Docket No. 337534: 122-19 US
Assignment**

shall remain in full force and effect, so long as the original intent of this Assignment remains substantially intact.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal (if applicable) the day and year set opposite my signature.

Assignor 1:

Date (sign) **Jürgen FREVERT**

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness _____
Printed Name of Witness _____
Address of Witness _____

Assignor 2:

Date (sign) **Fred HOFMANN**

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness _____
Printed Name of Witness _____
Address of Witness _____

Additional Assignors on additional sheets: Yes

LVM Docket No. 337534: 122-19 US
Assignment

Assignor 3:

_____ (sign) _____
Date Marcel JURK

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness _____

Printed Name of Witness _____

Address of Witness _____

Assignor 4:

_____ (sign) _____
Date Manuela LÓPEZ DE LA PAZ

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness _____

Printed Name of Witness _____

Address of Witness _____

Additional Assignors on additional sheets: Yes

LVM Docket No. 337534: 122-19 US
Assignment

Assignor 5:

_____ (sign) _____
Date Daniel SCHEPS

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness _____

Printed Name of Witness _____


Address of Witness _____

Additional Assignors on additional sheets: NO

LVM Docket No. 337534: 122-19 US
Assignment

Assignee: MERZ PHARMA GMBH & CO. KGAA

03.09.2019
Date

(sign) 

(print full name) _____

(title) Dr. Nikolai Graf v. Keyserlingk
European Patent Attorney
Head Patent Attorney

Certificate of Witnesses

I acknowledge that I was personally present and did see the above person, who is personally known to me, duly execute the above assignment on the date therein set forth.

Signature of Witness D. Henoch

Printed Name of Witness Daniela Henoch

Address of Witness Eckenhaimes Landstr. 100,
60318 Frankfurt/Main