

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5953009

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	STRAND LIFE SCIENCES PRIVATE LIMITED	08/18/2016
RECEIVING PARTY DATA		
Name:	SYNGENE INTERNATIONAL LIMITED	
Street Address:	BIOCON SEZ, BIOCON PARK , PLOT NO. 2 & 3, BOMMASANDRA INDL AREA, IV PHASE, BOMMASANDRA-JIGANI LINK ROAD	
City:	BANGALORE, KARNATAKA	
State/Country:	INDIA	
Postal Code:	560 099	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	12634628
CORRESPONDENCE DATA		
Fax Number:	(703)836-2787	
<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:	703-836-6400	
Email:	email@oliff.com	
Correspondent Name:	OLIFF PLC	
Address Line 1:	P.O.BOX 320850	
Address Line 4:	ALEXANDRIA, VIRGINIA 22320	
ATTORNEY DOCKET NUMBER:	167666	
NAME OF SUBMITTER:	MELISSA SNYDER	
SIGNATURE:	/MELISSA SNYDER/	
DATE SIGNED:	02/07/2020	
Total Attachments: 8		
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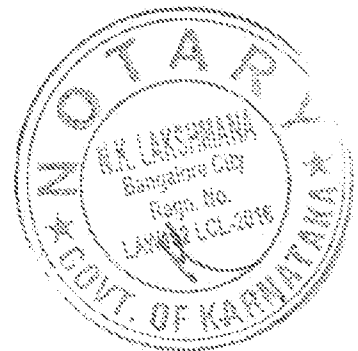
INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT

18TH AUGUST 2016

STRAND LIFE SCIENCES PRIVATE LIMITED

AND

SYNGENE INTERNATIONAL LIMITED



ASSIGNMENT AGREEMENT

This Intellectual Property Rights Assignment Agreement (Agreement) is made on 18th August, 2016 by and between:

- (1) Strand Life Sciences Private Limited, a company incorporated in India with CIN U85199KA2000PTC027913 having its registered office at 5th Floor, Kirloskar Business Park, Bellary Road, Hebbal, Bangalore - 560 024, Karnataka (hereinafter referred to as the Assignor, which expression shall, unless repugnant to its context, mean and include its successors and permitted assigns) of the One Part;

And

- (2) Syngene International Limited, a company incorporated in India with CIN L85110KA1993PLC014937 having its registered office at Biocon SEZ, Biocon Park, Plot No. 2 & 3, Bommasandra Industrial Area, IV Phase, Bommasandra-Jigani Link Road, Bangalore - 560 099, Karnataka (hereinafter referred to as the Assignee, which expression shall, unless repugnant to its context, mean and include its successors and permitted assigns) of the Other Part.

The Assignor and the Assignee shall be individually referred to as a Party and collectively as the Parties as the context may require.

WHEREAS:

- (A) The Assignor is engaged in the business of developing, implementing and deploying technology and laboratory methods for genomics based applications in the fields of biological research, pharmaceutical research and development, biotechnology and healthcare.
- (B) The Assignee is an integrated contract research service provider in the field of chemistry, biology, clinical development and *inter alia* engaged in the business of pharmaceutical research and development, biotechnology and healthcare.
- (C) The Assignor and the Assignee have entered into an Asset Purchase Agreement dated 04 August 2016 (hereinafter referred to as the "APA") for purchase of certain Assets as defined in the APA relating to the Heptox Platform of the Assignor. Under the terms of the APA the Assignor is required to assign the Intellectual Property Rights owned by it to the Assignee.
- (D) In this regard, the Assignor hereby assigns to the Assignee and the Assignee hereby accepts the Intellectual Property Rights for such consideration and on such terms and conditions as set out in this Agreement.



Now, therefore, in consideration of the premises, mutual covenants, terms and conditions, understandings and other consideration set forth herein, the sufficiency of which is hereby acknowledged, the Parties, with the intent to be legally bound, hereby covenant and agree as follows:

1. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, all capitalized words and expressions used in this Agreement to the extent not defined herein shall have such meaning ascribed to them under the APA. For the sake of reference, the list of Intellectual Property Rights assigned to Purchaser as defined in APA is attached herewith as Annexure A

2. SUBJECT MATTER OF ASSIGNMENT

2.1 In consideration for the Consideration received under the APA, the Assignor hereby irrevocably and unconditionally assigns, sells and transfers all its existing and future right, title and interest in the Intellectual Property Rights in favour of the Assignee free from all Encumbrances but otherwise on an 'as is where is' basis (Assignment), which Assignment shall be perpetual, world-wide and exclusive in nature.

2.2 The Assignment that is the subject of Clause 2.1 includes the right to take action and obtain relief (including, without limitation, to be paid all amounts recovered in any action whether as damages, following on account of profits or on any other basis) in relation to infringements occurring on or before the date of this Agreement.

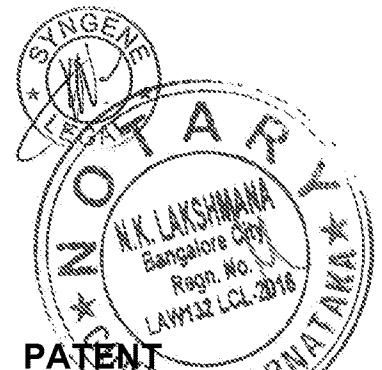
3. CONSIDERATION

The Assignor agrees that the Consideration received by it under the APA shall be adequate consideration for the Intellectual Property Rights Assignment under this Agreement.

4. DURATION OF ASSIGNMENT

4.1 This Agreement shall come into effect on the Completion Date and shall be irrevocable, perpetual and shall not be terminated by either Party under any circumstances whatsoever.

4.2 The Assignor agrees that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, the Assignment of the Intellectual Property Rights shall not lapse nor the rights transferred therein revert to the Assignor, even if the Assignee does not exercise the rights under the Assignment within a period of one year from the date of the Assignment.



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- 4.3 The Assignor waives any right to raise, and agrees not to raise, any objection or claim before the Indian Copyright Board or any other authority with respect to the Assignment pursuant to Section 19A of the Copyright Act.

5. LEGAL DOCUMENTATION

The Assignor undertakes to execute all legal documentation including application for registration of Assignment of the Intellectual Property Rights with the relevant Government Authority and to complete all such acts as may be reasonably required in order to give effect to this Agreement and the terms contained therein.

6. INJUNCTIVE RELIEF

Notwithstanding anything contained in Clause 7, in the event of a breach or threatened breach of any of the provisions of this Agreement by the Assignor, the Assignee shall, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity, be entitled to a temporary restraining order, preliminary injunction and permanent injunction through any court of competent jurisdiction in order to prevent or to restrain any such breach committed by the Assignor. .

7. SPECIFIC PERFORMANCE

Notwithstanding anything to the contrary contained elsewhere in this Agreement, the Assignee shall be entitled to seek the specific performance by the Assignor of its obligations under this Agreement, in the event of an actual or threatened breach by the Assignor.

8. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

Governing Law, Jurisdiction and Dispute Resolution in respect of this Agreement shall be in accordance with Clauses 17 and 18 of the APA .

9. NOTICES

Any notice in connection with this Agreement shall be in served in accordance with Clause 14 of the APA

10. ENTIRE AGREEMENT

The Parties hereto confirm and acknowledge that this Agreement, the APA and the Ancillary Agreements shall constitute the entire agreement between them and shall supersede and override all previous communications, either oral or written, between the Parties with respect to the subject matter of this Agreement, and no agreement or understanding varying or extending the same shall be binding upon any Party hereto unless arising out of the specific provisions of this Agreement, the APA or any Ancillary Agreement, as the case may be.



11. SEVERABILITY

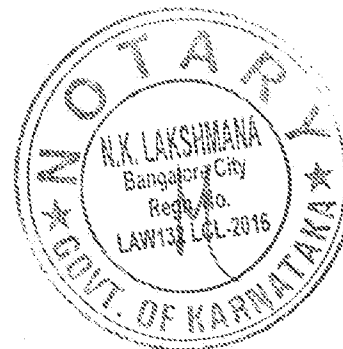
Should any part of this Agreement be declared illegal or unenforceable, the Parties hereto will co-operate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this Agreement. If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a condition precedent or as of the essence of this Agreement, or comprising an integral part of, or inseparable from, the remainder of this Agreement.

12. MODIFICATION OF THE AGREEMENT

No amendment, modification or addition to this Agreement shall be effective or binding on either of the Parties hereto unless set forth in writing and executed by them through their duly authorized representatives; and subject to obtaining requisite approvals, if any, following such execution.

13. STAMP DUTY AND EXPENSES

This Agreement as part of APA in relation to assigning the Intellectual Property Rights to the Purchaser, and the consideration paid under APA is considered as consideration payable herein the stamp duty paid by Purchaser for execution of APA covers the stamp for execution of this Agreement. Each Party shall bear the costs incurred by it for entering into and completion of its obligations under this Agreement including legal expenses.



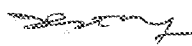
SIGNATORIES

IN WITNESS WHEREOF these presents have been executed by the Parties hereto on the day and year first herein above written.

EXECUTED as an Agreement for and on
behalf of

STRAND LIFE SCIENCES PRIVATE)
LIMITED


By THIRU P. REDDY)
Title CFO)


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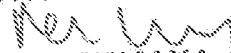
EXECUTED as an Agreement for and on
behalf of

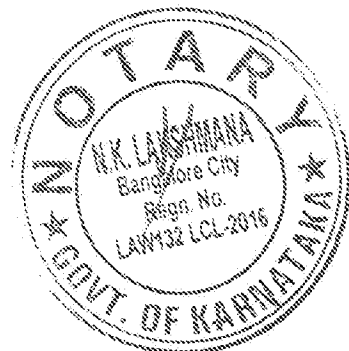
SYNGENE INTERNATIONAL LIMITED)

By Dinesh Iyer.)
Title Sn. C M, Finance)


.....

TRUE COPY ATTESTED


N.K. LAKSHMANA, B.Com., LL.B.
ADVOCATE & NOTARY
No. 111, 1st Stage, 1st Main,
KHB Colony, Basaveshwaranagar,
BANGALORE - 560 079.



PATENT

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ANNEXURE A

INTELLECTUAL PROPERTY RIGHTS

Sr. No.	Application No	Applicant	Title	International App. No./Conventional Application	Filing Date	Patent No.	Status
1	12/634,628 United States Of America	STRAND LIFE SCIENCES PVT. LTD.	A METHOD FOR PREDICTING ORGAN TOXICITY AND A SYSTEM THEREOF	03091/CH/2008	10-12-2008	8,645,075	Granted
2	12/714,738 Europe	STRAND LIFE SCIENCES PRIVATE LIMITED	METHOD TO IDENTIFY TOXICITY USING METABOLITE PROFILES	PCT/IB12/51025	05-03-2012	2656971	Granted
3	13/984,507 United States Of America	STRAND LIFE SCIENCES PRIVATE LIMITED	METHOD TO IDENTIFY TOXICITY USING METABOLITE PROFILES	PCT/IB12/51025	05-03-2012	NA	Examined, 1st Office Action Received
4	2013-554057 Japan	STRAND LIFE SCIENCES PRIVATE LIMITED	METHOD TO IDENTIFY TOXICITY USING METABOLITE PROFILES	PCT/IB12/51025	05-03-2012	5678215	Granted
5	NUMBER AWAITED France	STRAND LIFE SCIENCES PRIVATE LIMITED	METHOD TO IDENTIFY TOXICITY USING METABOLITE PROFILES	PCT/IB2012/051025	05-03-2012	NA	S/Filing
6	NUMBER AWAITED Germany	STRAND LIFE SCIENCES PRIVATE LIMITED	METHOD TO IDENTIFY TOXICITY USING METABOLITE PROFILES	PCT/IB2012/051025	05-03-2012	NA	S/Filing
7	NUMBER AWAITED Italy	STRAND LIFE SCIENCES PRIVATE LIMITED	METHOD TO IDENTIFY TOXICITY USING METABOLITE PROFILES	PCT/IB2012/051025	05-03-2012	NA	S/Filing
8	NUMBER AWAITED Netherlands	STRAND LIFE SCIENCES PRIVATE LIMITED	METHOD TO IDENTIFY TOXICITY USING METABOLITE PROFILES	PCT/IB2012/051025	05-03-2012	NA	S/Filing
9	NUMBER AWAITED Sweden	STRAND LIFE SCIENCES PRIVATE LIMITED	METHOD TO IDENTIFY TOXICITY USING METABOLITE PROFILES	PCT/IB2012/051025	05-03-2012	NA	S/Filing

TRUE COPY ATTESTED

N.K. LAKSHMINA, & Co., LLB

ADVOCATE & NOTARY

No. 111, 1st Stage, 1st Main,

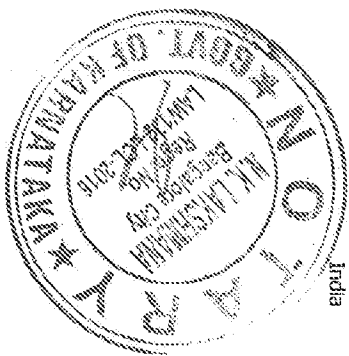
KHB Colony, Basaveshwara Nagar,

BANGALORE - 560 078



PATENT

REEL: 051755 FRAME: 0198



Sr. No.	Application No	Applicant	Title	International App. No/ Conventional Application	Filing Date	Patent No.	Status
10	NUMBER AWAITED Switzerland	STRAND LIFE SCIENCES PRIVATE LIMITED	METHOD TO IDENTIFY TOXICITY USING METABOLITE PROFILES	PCT/IB2012/051025	05-03- 2012	NA	S/Filing
11	NUMBER AWAITED United Kingdom	STRAND LIFE SCIENCES PRIVATE LIMITED	METHOD TO IDENTIFY TOXICITY USING METABOLITE PROFILES	PCT/IB2012/051025	05-03- 2012	NA	S/Filing
12	01564/CHE/2007 India	STRAND LIFE SCIENCES PVT. LTD.	A METHOD FOR REAL - TIME MOLECULE PROFILING AND A SYSTEM THEREOF	NA	19-07- 2007	NA	RPE FILED
13	01659/CHE/2007 India	STRAND LIFE SCIENCES PVT. LTD.	METHOD OF IN-SILICO OPTIMIZATION OF CHEMICAL COMPOUNDS AND A SYSTEM THEREOF	NA	30-07- 2007	NA	RPE FILED
14	01660/CHE/2007 India	STRAND LIFE SCIENCES PVT. LTD.	A METHOD FOR MAPPING PATHOPHYSIOLOGICAL MECHANISMS AND A SYSTEM THEREOF	NA	30-07- 2007	NA	RE-Filed
15	03091/CHE/2008 India	STRAND LIFE SCIENCES PVT. LTD.	A METHOD FOR PREDICTING ORGAN TOXICITY AND A SYSTEM THEREOF	NA	10-12- 2008	NA	RPE FILED
16	00659/CHE/2011 India	STRAND LIFE SCIENCES PRIVATE LIMITED.	METHOD TO IDENTIFY TOXICITY USING METABOLITE PROFILES.	NA	04-03- 2011	NA	RPE FILED

TRUE COPY ATTESTED

N.K. LAKSHMANA, Esq., LL.B.
ADVOCATE & NOTARY
No. 111, 1st Stage, 1st Main,
KHB Colony, Bevezahalli, Bangalore - 560 078.



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RECORDED: 02/07/2020