

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6107671

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the ASSIGNEE INFORMATION previously recorded on Reel 052641 Frame 0105. Assignor(s) hereby confirms the ASSIGNEES TOTAL THREE (3) ENTITIES ONLY. SANDOZ AG SHOULD BE REMOVED AS AN ASSIGNEE.	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SANDOZ AG	04/17/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BOEHRINGER INGELHEIM RCV GMBH & CO KG	
<b>Street Address:</b>	DR.-BOEHRINGER-GASSE 5-11	
<b>City:</b>	WIEN	
<b>State/Country:</b>	AUSTRIA	
<b>Postal Code:</b>	1121	
<b>Name:</b>	LONZA LTD	
<b>Street Address:</b>	LONZASTRASSE	
<b>City:</b>	VISP	
<b>State/Country:</b>	SWITZERLAND	
<b>Postal Code:</b>	3930	
<b>Name:</b>	VALIDOGEN GMBH	
<b>Street Address:</b>	PARKRING 18	
<b>City:</b>	RAABA-GRAMBACH	
<b>State/Country:</b>	AUSTRIA	
<b>Postal Code:</b>	8074	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	15304050	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(858)638-5010	
<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>		
<b>Phone:</b>	8586386756	
<b>Email:</b>	aldon.griffis@dlapiper.com	
<b>Correspondent Name:</b>	LISA A. HAILE, J.D., PH.D.	
<b>Address Line 1:</b>	DLA PIPER LLP (US)	
<b>PATENT</b>		

<b>Address Line 2:</b>	4365 EXECUTIVE DRIVE, SUITE 1100
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121-2133

<b>ATTORNEY DOCKET NUMBER:</b>	SCHIWECK1120-1
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<b>NAME OF SUBMITTER:</b>	LISA A. HAILE, J.D., PH.D.
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<b>SIGNATURE:</b>	/Lisa A. Haile/
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<b>DATE SIGNED:</b>	05/14/2020
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**Total Attachments: 17**

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## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6103173

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

## CONVEYING PARTY DATA

Name	Execution Date
SANDOZ AG	04/17/2020

## RECEIVING PARTY DATA

<b>Name:</b>	BOEHRINGER INGELHEIM RCV GMBH & CO KG
<b>Street Address:</b>	DR.-BOEHRINGER-GASSE 5-11
<b>City:</b>	WIEN
<b>State/Country:</b>	AUSTRIA
<b>Postal Code:</b>	1121
<b>Name:</b>	LONZA LTD
<b>Street Address:</b>	LONZASTRASSE
<b>City:</b>	VISP
<b>State/Country:</b>	SWITZERLAND
<b>Postal Code:</b>	3930
<b>Name:</b>	VALIDOGEN GMBH
<b>Street Address:</b>	PARKRING 18
<b>City:</b>	RAABA-GRAMBACH
<b>State/Country:</b>	AUSTRIA
<b>Postal Code:</b>	8074
<b>Name:</b>	SANDOZ AG
<b>Street Address:</b>	LICHTSTRASSE 35
<b>City:</b>	BASEL
<b>State/Country:</b>	SWITZERLAND
<b>Postal Code:</b>	4056

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15304050

## CORRESPONDENCE DATA

Fax Number: (858)638-5010

*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.*

PATENT

REEL: 052676 FRAME: 0425

**PATENT ASSIGNMENT CONTRACT**

concluded between

**Boehringer Ingelheim RCV GmbH & Co KG**  
Dr.-Boehringer-Gasse 5-11, 1121 Wien, Austria  
FN: 312077m UID: ATU 64226215

**Lonza Ltd**  
Lonzastrasse, 3930 Visp, Switzerland  
FN: CH-600.3.000.439-8 UID: CHE-101.368.029

**VALIDOGEN GmbH**  
(formerly: VTU Technology GmbH)  
Parkring 18, 8074 Raaba-Grambach, Austria  
FN: 140709 a UID: ATU39831606

(hereinafter called "Accepting Parties")

on the one hand

and

**Sandoz AG**  
Lichtstrasse 35, 4056 Basel, Switzerland  
UID: CHE-116.268.023 MWST

(hereinafter called "Assigning Party" or "Sandoz")

on the other hand

(together "Parties" and/or "Party")

## 1. DEFINITIONS

### 1.1. Third Parties:

Third Parties are all legal entities or natural persons except the **Parties** as well as their affiliated companies (pursuant to Section 189a Z.8 in connection with Section 244 UGB [Austrian Companies Act], Section 15 AktG [Stock Corporation Act] or Section 115 GmbHG [Act on Limited Liability Companies]).

### 1.2 Object of Assignment:

**Object of Assignment** are the shares in R&D results eligible for protective rights of the ACIB field of interest 3.2-1 as described in Section 1.3 ("**Contractual Protective Rights**").

### 1.3. Contractual Protective Rights:

**Contractual Protective Rights** are the shares of **Sandoz** in the following R&D result eligible for protective rights for which the results are applied for registration as a patent, and which are described in the following publication number of the patent application specified below.

One fourth (1/4 or 25%) share in the R&D result eligible for protective rights, "Title: RECOMBINANT HOST CELL ENGINEERED TO OVEREXPRESS HELPER PROTEINS", described in the patent application WO 2015/158808 (PCT/EP2015/058242 of the priority application EP14165186.9 as well as all national and regional patent applications belonging to the same patent family, in particular:

EP 3132028  
US 20170029827  
AU 2015248815  
BR 112016023304 (= in the meantime abandoned patent application)  
CA 2948369  
CN 106661541  
IL 248376  
IN 201617034947  
JP 2017511148  
JP 2019236345 (application number)  
KR 20170002453  
SG 11201608084T (= in the meantime abandoned patent application)  
SG 10201809146Q

1.4 The Protective Right comprises the following patent applications:

EP 3132028  
US 20170029827  
AU 2015248815  
BR 112016023304 (= in the meantime abandoned patent application)  
CA 2948369  
CN 106661541  
IL 248376  
IN 201617034947  
JP 2017511148  
JP 2019236345 (application number)  
KR 20170002453  
SG 11201606084T (= in the meantime abandoned patent application)  
SG 10201809146Q

#### 1.5. Agreement:

Agreement is the present patent assignment contract.

## 2. PREAMBLE

The **Parties** of the present **Agreement** are partners of the COMET programme "Austrian Centre of Industrial Biotechnology" based on the "Agreement über die Errichtung und Förderung des Austrian Centre of Industrial Biotechnology (acib)" [Agreement on the Establishment and Promotion of the Austrian Centre of Industrial Biotechnology] dated 24<sup>th</sup> December 2009 and the supplementary agreement dated 31<sup>st</sup> July 2014 as well as of the "IP-Vereinbarung für das Interessensfeld 3.2-1" [IP Agreement for the field of interest 3.2-1] effective as of September 23<sup>rd</sup> 2010 (hereinafter called "**IP Agreement**").

The Parties are joint applicants and owners of the **protective rights**. These **protective rights** have been filed in the course of the COMET programme and are therefore subject to the above-mentioned contracts, in particular to the **IP Agreement**.

2.1. The **Assigning Party** is the owner of the **Object of Assignment** and wants to assign the same to the **Accepting Parties**. The **Accepting Parties** want to accept the **Object of Assignment** at one third each.

## 3. SUBJECT MATTER OF CONTRACT

3.1. The **Assigning Party** herewith assigns to the **Accepting Parties** in equal parts who herewith accept the **Object of Assignment** with all rights and duties.

4.

**Assignment**

4.1. The **Assigning Party** undertakes to take immediately at its own expense all acts and measures which are required for a valid assignment of the **Object of Assignment** to the **Accepting Parties**.

4.2. The declaration of assignment, **Annex 1**, by means of which the assignment of the ownership of the **Object of Assignment** can be communicated to the registration authority, must promptly be transmitted by the **Assigning Party** to the **Accepting Parties**, the latest within 30 days after the effective date of the present Agreement.

5.

**TRANSFER OF DOCUMENTS**

A transfer of research documents, charts, test reports etc. is not provided.

6.

**CONDITIONS OF ASSIGNMENT**

The assignment is free of charge for the **Accepting Parties**. In return, **Sandoz** receives an option for purchase of a fee-based licence pursuant to the provisions specified under Clause 4. "Kosten für Patentanmeldung und -aufrechterhaltung (costs for patent application and maintenance)" (ii) of the above mentioned IP Agreement.

7.

**SUPPORT SERVICES BY THE ASSIGNING PARTY**

After conclusion of the present Agreement, the **Assigning Party** will only provide support services for the **Accepting Parties** in the form of providing signatures, if such signatures of the **Assigning Party** are imperatively required for contract performance. Otherwise, no support or other services will be provided by the **Assigning Party** in connection with the **Contractual Protective Rights** after conclusion of the present Agreement.

8.

**FURTHER DEVELOPMENT**

The **Assigning Party** and each **Accepting Party** are entitled to make further developments and/or improvements on their own without being obliged to disclose the results of these further developments and/or im-

provements to the other **Parties**. Further developments and/or improvements by one **Party** can be applied for registration with respect to protective rights by said **Party** in countries of its choice and at its own expense. Further developments and/or improvements are the property of the party who has made these further developments and/or improvements.

**9.**

**GUARANTEE, LIABILITY**

9.1. The **Assigning Party** guarantees that at the time of conclusion of the present **Agreement** it is the unrestricted owner with respect to the **Object of Assignment**.

9.2. Any further liability of the **Assigning Party** is excluded.

**10.**

**COSTS OF ASSIGNMENT**

The **Parties** shall bear the costs of their respective legal counselling. The **Assigning Party**, after signing of the present **Agreement**, does not assume any further costs in connection with the assignment of the **Contractual Protective Rights** except for the costs specified under Clause 4.1.

**11.**

**PLACE OF JURISDICTION AND APPLICABLE LAW**

11.1. Exclusive place of jurisdiction for all disputes from and in connection with the present **Agreement**, also for its existence and termination, is the Vienna Court for Commercial Matters.

11.2. The present **Agreement** shall be governed by Austrian law with the exception of the conflict of law rules.

**12.**

**CONCLUSIONS**

12.1. The present **Agreement** contains all agreements made between the **Parties** regarding the **Object of Assignment** and the **Protective Rights**. Side agreements do not exist. Drafts, correspondence prior to signing etc. cannot be used for the interpretation of the present **Agreement**.

12.2. Amendments of the present **Agreement** must be made in writing in order to be valid. This applies also to waiver of said written form requirement.



12.3. If a provision of the present Agreement is invalid, it will be, if legally admissible, replaced by a provision which in content and economically comes closest to the invalid provision.

12.4. In the case of disputes from the present Agreement also with respect to its validity, the contractual partners will negotiate with each other on a conflict resolution.

12.5. The Agreement is established in 4 (four) originals and each Party receives one engrossment each of the agreement.

12.6. The Parties can claim a certified translation of the Agreement. The costs for preparation, translation and certification shall be borne by the respective party.

12.7. The present Agreement comes into force on May 01, 2020 ("effective date").

### 13. CONTACT

All correspondence is to be addressed to:

For the Accepting Parties:

**Boehringer Ingelheim RCV GmbH & Co KG**

Patents

Dr. Boehringer-Gasse 5-11, 1121 Wien, Austria

[patentmail@boehringer-ingelheim.com](mailto:patentmail@boehringer-ingelheim.com)

**Lonza Ltd**

Michael Stanek, General Counsel

Lonzastrasse, 3930 Visp, Switzerland

[michael.stanek@lonza.com](mailto:michael.stanek@lonza.com)

Phone +41 (61) 316-8679

**VALIDOGEN GmbH**

Dr. Thomas Purkarthofer, Head of BD

VALIDOGEN GmbH, Parkring 18, 8074 Raaba-Grambach, Austria

[thomas.purkarthofer@validogen.com](mailto:thomas.purkarthofer@validogen.com)

Phone +43 316 4009-4017

For the Assigning Party

**Sandoz AG**

Dr. Norbert Lamping, Patent Attorney, Global Patents Sandoz  
Industriestraße 25, 83607 Holzkirchen, Germany  
[norbert.lamping@sandoz.com](mailto:norbert.lamping@sandoz.com)  
Phone +49 8024 4782890

All modifications of the contact data must be promptly communicated to the other Parties. In the case of failure to inform the Parties on modifications, all declarations shall be deemed to have been duly served, if delivered to the above-mentioned contact address(es).

**14.  
ANNEXES**

**Annex 1: Deed of Assignment**

All Annexes are an integral part of the present Agreement.

15.  
SIGNATURES

For the Accepting Parties

Boehringer Ingelheim RCV GmbH & Co KG

Dr.-Boehringer-Gasse 5-11, 1121 Wien, Austria

Unterschrift:

Name: DI Georg Klima

Dr. Sebastian Gruson

Datum:

15. April 2020

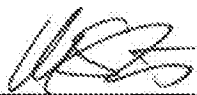
Position: Executive Director Process Science Austria

Head Law RCV

Lonza Ltd

Lonzastrasse, 3930 Visp, Switzerland

Signature: \_\_\_\_\_



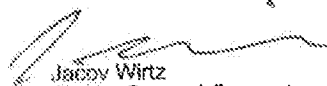
Michael Stanek  
General Counsel

Name: Head Legal Team Basel

Date: \_\_\_\_\_

14 April, 2020

Position: \_\_\_\_\_



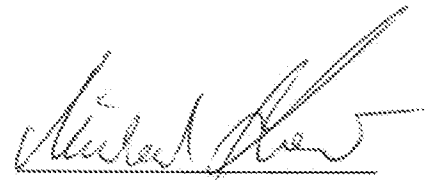
Janny Wirtz  
Assoc. General Counsel



VALIDOGEN GmbH

Parkring 18, 8074 Raaba-Grämbach, Austria

Signature:



Name:

DR. MICHAEL KONCINSKI

Date:

14 APRIL, 2020

Position:

CEO



VALIDOGEN GmbH  
Parkring 18, Trakt F  
8074 Raaba-Grämbach, Austria  
Tel.: +43 316 4009 4000 • office@validogen.com

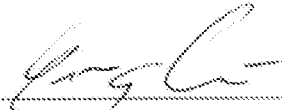
W

For the Assigning Party

Sandoz AG

Lichtstrasse 35, 4056 Basel, Switzerland

Signature: \_\_\_\_\_



Georg Nieder  
Chief Financial Officer  
Sandoz AG

Name: \_\_\_\_\_

Sandoz AG

Date: \_\_\_\_\_

Apr. 17, 2020

Position: \_\_\_\_\_



Claudio Zammuner  
Head Funds Flow Operations & IT  
Sandoz AG

Annex 1

**Declaration of Assignment**

**Sandoz AG**

Lichtstrasse 35, 4056 Basel, Switzerland  
UID: CHE-116.268.023 MWST (Assigning Party)

herewith declares to have assigned its share of one-fourth (1/4 or 25%) of the patent application:

"Title: RECOMBINANT HOST CELL ENGINEERED TO OVEREXPRESS HELPER PROTEINS", described in the patent application WO 2015/158808 (PCT/EP2015/058242 ) of the priority application EP14165188.5 as well as all national and regional patent applications belonging to the same patent family, in particular:

EP 3132028  
US 20170029827  
AU 2015248815  
BR 112016023304 (= in the meantime abandoned patent application)  
CA 2948369  
CN 106661541  
IL 248376  
IN 201617034947  
JP 2017511148  
JP 2019236345 (application number)  
KR 20170002453  
SG 11201608084T (= in the meantime abandoned patent application)  
SG 10201809146Q

entirely for all designated contracting states and with all rights and duties in equal parts to

**Boehringer Ingelheim RCV GmbH & Co KG**  
Dr.-Boehringer-Gasse 5-11, 1121 Wien, Austria  
FN: 312077m UID: ATU 64226215

**Lonza Ltd**  
Lonzastrasse, 3930 Visp, Switzerland  
FN: CH-600.3.000.439-8 UID: CHE-101.368.029

**VALIDOGEN GmbH**  
Parkring 18, 8074 Raaba-Grambach, Austria  
FN: 140709 a UID: ATU39831606

(Accepting Parties)



Sandoz AG

Lichtstrasse 35, 4056 Basel, Switzerland

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Position: \_\_\_\_\_

**Georg Kuster**  
Chief Financial Officer  
Sandoz AG

**Claudio Zamuner**  
Head Funds Flow Operations & IT  
Sandoz AG

*Apr. 17, 2020*



We accept the present assignment with all rights and duties.

**Boehringer Ingelheim RCV GmbH & Co KG**

Dr.-Boehringer-Gasse 5-11, 1121 Wien, Austria

i.V.  
Unterschrift:

Name: DI Georg Klima

Dr. Sebastian Gruson

Datum:

15. April 2020

Position: Executive Director Process Science Austria

Head Law RCV

Lonza Ltd

Lonzastrasse, 3930 Visp, Switzerland

Signature: \_\_\_\_\_



Michael Stanek  
General Counsel

Name: \_\_\_\_\_

Head Legal Team Basel

Date: \_\_\_\_\_

April 14, 2020

Position: \_\_\_\_\_



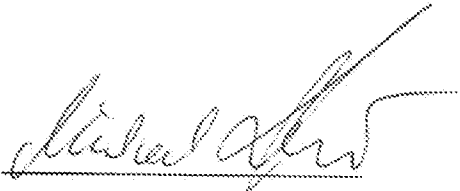
Jacob Wirtz  
Assoc. General Counsel



VALIDOGEN GmbH

Parkring 18, 8074 Raaba-Grambach, Austria

Signature: \_\_\_\_\_



Name: \_\_\_\_\_

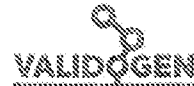
DR. MICHAEL WÖLKNER

Date: \_\_\_\_\_

14 APRIL, 2020

Position: \_\_\_\_\_

CEO



VALIDOGEN GmbH  
Parkring 18, Trakt F  
8074 Raaba-Grambach, Austria  
Tel.: +43 316 4559 4999 • office@validogen.com

