

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6158412

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	REGION MIDTJYLLAND	03/01/2012
RECEIVING PARTY DATA		
Name:	CYTOGUIDE APS	
Street Address:	JORGEN BRONLUNDSVEJ 14	
City:	AARHUS N	
State/Country:	DENMARK	
Postal Code:	DK-8200	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9724426
CORRESPONDENCE DATA		
Fax Number:	(215)563-4044	
<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:	(215) 563-4100	
Email:	docketclerk@ddhs.com	
Correspondent Name:	ROBERT C. NETTER, JR., PH.D., J.D.	
Address Line 1:	DANN, DORFMAN, HERRELL & SKILLMAN	
Address Line 2:	1601 MARKET STREET, SUITE 2400	
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103	
ATTORNEY DOCKET NUMBER:	5473-P05521US00	
NAME OF SUBMITTER:	ROBERT C. NETTER, JR., PH.D., J.D.	
SIGNATURE:	/Robert C. Netter, Jr./	
DATE SIGNED:	06/17/2020	
Total Attachments: 10		
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ASSIGNMENT AGREEMENT

Between Region Midtjylland
 Skottenborg 26
 DK-8800 Viborg

and Cytoguide ApS
 Jørgen Brønlundsvej 14
 DK-8200 Aarhus N

PREAMBLE

This agreement ("Agreement") is entered into on 4 November 2011 ("Effective Date") between:

- I. Region Midtjylland, Skottenborg 26, DK-8800 Viborg, CVR nr. 29-19-09-25 ("RM"), of the first part, and
- II. Cytoguide ApS, Jørgen Brønlundsvej 14, DK-8200 Aarhus N, CVR.nr. 30-92-19-84 ("Company"), of the second part

WHEREAS:

- (A) Researchers from the public sector ("Researchers") and Company have made certain inventions and developed the intellectual property right described in Exhibit 1 ("Technology")
- (B) RM has obtained ownership of assumed 20 % of the Technology from the Researchers.
- (C) The ownership of the Technology is divided between RM and Company, in the way that RM owns a 20 % share of the Technology and Company owns 80 % of the Technology.
- (D) The Company desires to acquire RM's entire share of the Technology and RM is willing to assign its entire share of the Technology to the Company in accordance with this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1 Conditions of assignment
 - 1.1 Subject to the terms and conditions of this Agreement, RM hereby irrevocably conveys, transfers, assigns and delivers to Company all of RM's right, title and interest in and to the Technology, including any know now as well as present or future applications, provisional applications, divisionals, continuations, continuations-in-part, reissues, and re-examinations.
 - 1.2 In consideration for the assignment, the Company will pay a consideration of DKK 100,000.00 including any applicable VAT and Taxes. The consideration shall be paid by the Company to RM, within thirty (30) days of the Effective Date of the Agreement upon receipt of invoice.
 - 1.3 It is a condition precedent for the Company that this Agreement ensures the Company 100% ownership to all rights mentioned on section 1.1.

2 Research

- 2.1 Company hereby grants RM a license to (i) free of cost use the Technology for academic purposes such as non-commercial research and teaching and (ii) further develop the Technology. RM may grant the same rights to use the Technology for academic purposes to third parties where such non-commercial research, teaching and development activities are carried out in collaboration with RM all within the framework of Aarhus University Hospital.

3 Representations and warranties

- 3.1 RM hereby represents and warrants that it has obtained complete control and ownership of the Researchers' entire share of the Technology, that its share of the Technology is free of liens and encumbrances, that at the time of signature of the agreement there are to the best of RM's knowledge no third party claims to its ownership of the Technology, and that the inventors have been duly remunerated in accordance with Danish law, if any such remuneration should have been paid.
- 3.2 Technology is at an early stage of development. Accordingly, specific results cannot be guaranteed and any results, materials, information or other items provided under this Contract is provided "as is" and without any express or implied warranties, representations or undertakings.

4 Obligations of the Company

- 4.1 Company shall indemnify RM and its affiliates, and their respective officers, directors, Council members, employees and representatives, including the principal investigator (together, the "Indemnitees") against all third party claims that may be asserted against or suffered by any of the Indemnitees and which relate to:

- (a) The use by Company or any of its licensees of the Technology or part thereof, and,
- (b) The development, manufacture, use, marketing or sale of, or any other dealing in, any of the Technology, by Company or any of its licensees, or subsequently by any customer or any other person, including claims based on product liability laws.

In no circumstances shall any of the Indemnitees be liable for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Company or its affiliates that is (a) of an indirect, special or consequential nature or (b) any loss of profits, revenue, business opportunity or goodwill.

5 Obligations of RM

- 5.1 RM shall assist Company and promptly execute and deliver any documents etc. required to complete the assignment, which may include execution of assignment documents. RM shall ensure the same from its employees and agents, including the inventors of the Technology.
- 5.2 RM shall ensure the performance of any payable amount to the inventors of the Technology in consideration of the assignment as well as any fee or costs associated with performing the obligations of RM under this assignment agreement. Such amounts shall in no event be borne by the Company.
- 5.3 RM shall upon request from the Company provide for that the Company receives copies of all laboratory books and/or files related to the Technology, which are in the Researchers' possession.
- 5.4 RM shall not divulge to third parties any confidential or other non-public information contained the Technology save as contained in PCT/GB2010/001828 or otherwise disclosed by the Company except for the purposes of research cf. Clause 2.

6 Governing Law and Dispute Resolution

- 6.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of Denmark, (i) excluding, however, Danish choice of law rules to the extent that such rules would otherwise lead to the application of any other law than Danish law, (ii) and except as to any issue which by the laws of Denmark depends upon the validity, scope or enforceability of the relevant patents or patent applications within the Patents, the issue of which shall be determined in accordance with the applicable patent laws of the country of such patent or patent application.
- 6.2 Any disputes relating to this Agreement that cannot be resolved amicably by the parties may be submitted to the Danish Maritime and Commercial Court (Se- og Handelsretten) in Copenhagen with a right to appeal to the Danish Supreme Court (Højesteret) in accordance with and on the conditions stipulated in the Administration of Justice Act (Retsplejeloven) in force at the time in question. If a dispute cannot be submitted to the Maritime and Commercial Court, the dispute shall be submitted to the Aarhus District Court (Aarhus Byret). To the extent possible, the proceedings are to be conducted in the Danish language.
- 6.3 Clauses 6.1 and 6.2 do not prevent the Company from requesting an injunction in accordance with applicable law.

7 Signatures

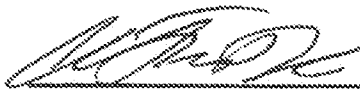
In witness whereof, the Parties have caused their duly authorised representatives to execute this Agreement.


Region Midtjylland
(RM):

Cytoguide ApS
(Company):

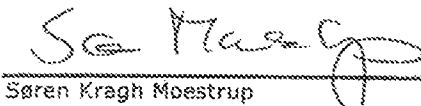
Date: 3/1/12

Date:


Christian Boel
Afdelingschef


Henriette Richter

Date:


Søren Kragh Moestrup


JONAS HØJSKOV GRAVERSEN, CEO

Exhibit 1

PCT/G82010/001828 Agents, Uses and Methods

Agreement on Correction of Assignment Document

This Agreement on Correction of Assignment Document ("Agreement") is entered into on 1 June 2019 between:

Aarhus University Hospital operated by Central Denmark Region, Skottenborg 26, 8800 Viborg, Denmark, CVR 29190925, ("RM") and

Deliver Pharma ApS, Tesdorpfvej 12, 5000 Odense C, Denmark, CVR 39432714 ("DELIVER").

RM and DELIVER are hereinafter referred to collectively as the "Parties" and separately as a "Party".

1. Assignment of Patents between former owners

1.1 Inventors from RM and Cytoguide ApS filed patent applications with priority number GB0917044.0 ("Patents") on September 29, 2009. The Patents are based on an invention disclosed to RM and claimed by RM under the Act on inventions at public research institutions with case number AU-2009-636-009. RM subsequently assigned their undivided share of the patents on 4. November 2011 to Cytoguide ApS, which subsequently assigned the patents to Affinicon Pharma ApS. Neither company is in business any more.

1.2 On the assignment document defined in Clause 1.1, a misspelling appears on page 6 (Exhibit 1). Where it says PCT/GB2010/001828 it should rightfully say PCT/GB2010/001827.

2. Assignment of Patent

2.1. DELIVER was founded on 9 March 2018 for the purpose of commercialising research from the University of Southern Denmark ("SDU").

2.2 DELIVER was assigned the Patents from Affinicon Pharma ApS on November 26, 2018.

2.3 Since the link between the Parties – Affinicon Pharma ApS – is no longer in business a reversal of the change of ownership and correction is not deemed commercially feasible.

2.4 the Parties therefore agree and confirm that the Patent in Deliver Pharma ApS' ownership is indeed identical to the invention claimed by RM identified in Clause 1.1.

3. Accession by SDU

3.1 As co-owners of DELIVER through its subsidiary Science Ventures Denmark A/S, SDU hereby accedes the Agreement in confirmation of the facts and events stated herein and confirms that the Agreement satisfies SDU's due diligence terms.

4. Signatures

For Central Denmark Region

Date: 8.8.2019


Mette Kjelby
Deputy Director

For Deliver Pharma ApS

Date: June 3rd 2020


Jonas Graversen
CEO


For Deliver Pharma ApS

Date:


Jens Kristian Damsgaard
Chairman of the Board

Acceded by University of Southern Denmark

Date:


Thomas Schmidt
Manager, SDU RIO

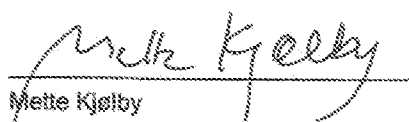
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4. Signatures

For Central Denmark Region

Date: 8.8.2019


Mette Kjelby
Deputy Director

For Deliver Pharma ApS

Date:

Jonas Graversen
CEO

For Deliver Pharma ApS

Date:

Jens Kristian Damsgaard
Chairman of the Board

Acceded by University of Southern Denmark

Date: 26/8 2020


Thomas Schmidt
Manager, SDU RIO

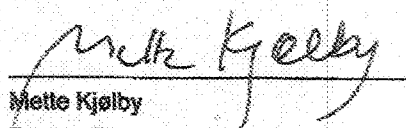
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4. Signatures

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Date: 8.8.2019


Mette Kjelby
Deputy Director

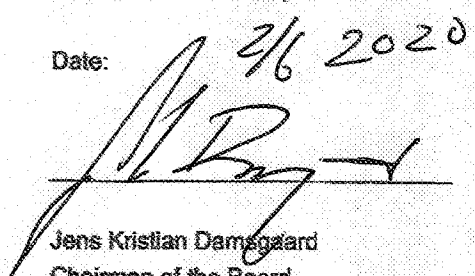
For Deliver Pharma ApS

Date:

Jonas Gravensen
CEO

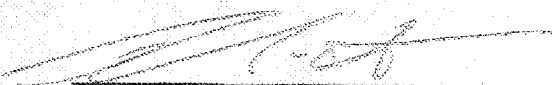
For Deliver Pharma ApS

Date:


Jens Kristian Damsgaard
Chairman of the Board

Acceded by University of Southern Denmark

Date: 26/8 2020


Thomas Schmidt
Manager, SDU RIO