

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GEOFFREY KELSALL	04/04/2018
LISA KLEIMINGER	04/04/2018
NICHOLAS FARANDOS	04/04/2018
RECEIVING PARTY DATA	
Name:	IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE
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City:	LONDON
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16312240
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NAME OF SUBMITTER:	RYAN E. MELNICK
SIGNATURE:	/Ryan Melnick/
DATE SIGNED:	03/03/2021
Total Attachments: 7	
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THIS DEED OF ASSIGNMENT dated 4th April 2018 is made by and between:

- (1) **Imperial College of Science, Technology and Medicine** whose address is Exhibition Road, London, SW7 2AZ ("Imperial");
- (2) **Professor Geoffrey Kelsall** whose address is 7 The Crescent, London, SW13 0NN ("Professor Kelsall");
- (3) **Dr Lisa Kleiminger** whose address is Siegrunestrasse 8, 80639 Munich, Germany ("Dr Kleiminger");
- (4) **Mr Nicholas Farandos** whose address is 100c Frognal, London, NW3 6XU ("Mr Farandos"); and
- (5) **Imperial Innovations Limited** whose address is 52 Princes Gate, London, SW7 2PG ("Innovations").

WHEREAS:

- A. In the course of collaborative research, Professor Kelsall, Dr Kleiminger and Mr Farandos (collectively the "Inventors") have jointly generated the Intellectual Property (as defined below).
- B. At the time the Intellectual Property was generated, Professor Kelsall was an employee of Imperial, Dr Kleiminger was a student at Imperial and subsequently an employee of Imperial, and Mr Farandos was a student at Imperial.
- C. Consequently (i) the contribution to the Intellectual Property made by Professor Kelsall belongs to Imperial, (ii) the contribution to the Intellectual Property made by Dr Kleiminger while an employee of Imperial belongs to Imperial and (iii) Dr Kleiminger and Mr Farandos are required to assign to Imperial the contributions to the Intellectual Property made by them while students at Imperial.
- D. Imperial has agreed to assign all right, title and interest in the Intellectual Property to Innovations subject to the terms of this Assignment.

THIS DEED OF ASSIGNMENT WITNESSES as follows:

1. Definitions

In this Assignment, the following words shall have the following meanings:

"Intellectual Property" the patents, patent applications, inventions, know-how, and/or software that are identified in the Schedule.

References in this Assignment to Clauses, Recitals, Schedules and Parties are to the clauses, recitals, schedules and parties of and to this Assignment.

2. Each of the Inventors warrants to the other Parties that the Inventors are the sole

generators of the Intellectual Property and that their contributions to the Intellectual Property were made as described in Recitals A and B above.

3. Professor Kelsall agrees and acknowledges that his contribution to the Intellectual Property was made in the course of his duties as an employee of Imperial and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of his duties and consequently his contribution to the Intellectual Property belongs to Imperial pursuant to section 39 of the Patents Act 1977, section 11(2) of the Copyright, Designs and Patents Act 1988 and/or his contract of employment. To the extent that Professor Kelsall has any right, title or interest in the Intellectual Property he hereby assigns and transfers the same to Imperial absolutely and with full title guarantee in consideration of the sum of £1.00 (receipt of which is hereby acknowledged).
4. Dr Kleiminger agrees and acknowledges that part of her contribution to the Intellectual Property was made in the course of her duties as an employee of Imperial and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of her duties and consequently such part of her contribution to the Intellectual Property belongs to Imperial pursuant to section 39 of the Patents Act 1977, section 11(2) of the Copyright, Designs and Patents Act 1988 and/or her contract of employment. To the extent that Dr Kleiminger has any right, title or interest in such part of her contribution to the Intellectual Property she hereby assigns and transfers the same to Imperial absolutely and with full title guarantee in consideration of the sum of £1.00 (receipt of which is hereby acknowledged).
5. Dr Kleiminger hereby assigns and transfers all right, title and interest in the remainder of her contribution to the Intellectual Property to Imperial absolutely and with full title guarantee in consideration of the sum of £1.00 (receipt of which is hereby acknowledged).
6. Mr Farandos hereby assigns and transfers all right, title and interest in his contribution to the Intellectual Property to Imperial absolutely and with full title guarantee in consideration of the sum of £1.00 (receipt of which is hereby acknowledged).
7. In consideration of the sum of £1.00 (receipt of which is hereby acknowledged) Imperial hereby assigns and transfers to Innovations absolutely and with full title guarantee all right, title and interest in the Intellectual Property (including, for the avoidance of doubt, any right, title and interest that Imperial has acquired under Clauses 3, 4, 5 and 6).
8. The assignments effected by Clauses 3, 4, 5, 6 and 7 shall include, without limitation, the assignment and transfer of:
 - a. all patents and other intellectual property that may be granted pursuant to the Intellectual Property, as well as all patents and other intellectual property that may derive priority from or have equivalent claims to or be based upon the Intellectual Property in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Intellectual Property shall be deemed to include all such items of property;

- b. all copyright, database rights, registered or unregistered design rights or other intellectual property rights in respect of the Intellectual Property;
 - c. all rights in respect of any data, databases or confidential information that form part of the Intellectual Property; and
 - d. all rights of action, powers and benefits arising from ownership of the Intellectual Property, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment.
9. Imperial and the Inventors shall execute such documents and, at the expense of Innovations, give such assistance as Innovations may require:
- a. to secure the vesting in Innovations of all rights in the Intellectual Property;
 - b. to uphold the rights of Innovations in the Intellectual Property; and
 - c. to defeat any challenge to the validity of, and resolve any questions concerning, the Intellectual Property.
- The obligations on Imperial and the Inventors under this Clause 9 shall continue in force without limit of time.
10. Imperial and the Inventors hereby irrevocably appoint Innovations as their attorney in their respective names to execute any document and do any act or thing which may be necessary to comply with the provisions of Clause 9.
11. The Inventors severally warrant, represent and undertake to Innovations that each of them has not assigned or agreed to assign the Intellectual Property to any third party or otherwise encumbered the Intellectual Property, and that each of them is not a party to any agreement or understanding (oral or written) which would in any manner be inconsistent with the assignment of rights provided for in this Assignment.
12. The validity, construction and performance of this Assignment shall be governed by English law, and the Parties submit to the jurisdiction of the English courts in respect of any dispute arising in connection therewith.

EXECUTED AND DELIVERED AS A DEED by the Parties:

The Common Seal of Imperial College
of Science, Technology and Medicine
was affixed hereto in accordance with its
constitution, in the presence of:)



Signed.....*[Signature]*

Signed.....*[Signature]*

Signed as a Deed by Professor Geoffrey Kelsall in the presence of a witness and delivered upon signature:

Signed.....*G. H. Kelsall*

[Signature]
witness signature

LYRA CAMPBELL
witness name

W. Meadowslands, West Cundon, GU47 8Z
witness address

Signed as a Deed by Dr Lisa Kleiminger in the presence of a witness and delivered upon signature:

Signed.....*Lisa Kleiminger*

[Signature]
witness signature

Catharina Casper
witness name

Greiffstr. 14, 80638 Munich
witness address

Signed as a Deed by Mr Nicholas Farandos in the presence of a witness and delivered upon signature:

Signed... Nicholas Farandos

Tan Zhi
.....
witness signature

Sze-yin Tan
.....
witness name

Imperial college, 567 2H2
.....
witness address

Executed and delivered as a Deed by Imperial Innovations Limited acting through:

Signed.....
Director

Signed.....
Director/Secretary

Signed as a Deed by Mr Nicholas Farandos in the presence of a witness and delivered upon signature:

Signed.....


.....
witness signature

.....
witness name

.....
witness address

Executed and delivered as a Deed by Imperial Innovations Limited acting through:

Signed.....
Director



Signed.....
Director/Secretary



SCHEDULE

Intellectual Property

United Kingdom Patent Application Number 1610925.8, filed on 22 June 2016

International Patent Application Number PCT/GB2017/051819, filed on 21 June 2017