506574001 03/25/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6620780

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE	08/13/2020
GEORGE KKELIS	08/13/2020
SAMER ALDHAHER	08/13/2020
DAVID CHRISTOPHER YATES	08/13/2020
PAUL DAVID MITCHESON	08/13/2020

RECEIVING PARTY DATA

Name:	IMPERIAL COLLEGE INNOVATIONS LIMITED
Street Address:	EXHIBITION ROAD
Internal Address:	LEVEL 1 FACULTY BUILDING, C/O IMPERIAL COLLEGE
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	SW7 2AZ

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	16464808	

CORRESPONDENCE DATA

Fax Number: (612)349-9266

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.

Phone: 6123495740

Email: rausch@ptslaw.com

PATTERSON THUENTE PEDERSEN, P.A. **Correspondent Name:**

Address Line 1: 80 SOUTH 8TH STREET Address Line 2: 4800 IDS CENTER

Address Line 4: MINNEAPOLIS, MINNESOTA 55402-2100

ATTORNEY DOCKET NUMBER:	1101.266WOUS01
NAME OF SUBMITTER:	MARGARET H. RAUSCH
SIGNATURE:	/Margaret H. Rausch/
DATE SIGNED:	03/25/2021

PATENT REEL: 055710 FRAME: 0514 506574001

Total Attachments: 11 source=AssignmentAgreement#page1.tif source=AssignmentAgreement#page2.tif source=AssignmentAgreement#page3.tif source=AssignmentAgreement#page4.tif source=AssignmentAgreement#page5.tif source=AssignmentAgreement#page6.tif source=AssignmentAgreement#page7.tif source=AssignmentAgreement#page8.tif source=AssignmentAgreement#page9.tif source=AssignmentAgreement#page10.tif source=AssignmentAgreement#page11.tif

PATENT REEL: 055710 FRAME: 0515

THIS ASSIGNMENT AGREEMENT	dated	13/08/2020	is	made
ny and hetween:				

- (1) Imperial College of Science, Technology and Medicine whose address is Exhibition Road, London, SW7 2AZ ("Imperial");
- (2) **Dr George Kkelis** whose address is 20A, Papageorgiou Christidi, Kissonerga, Paphos, 8574, Cyprus ("Dr Kkelis");
- (3) **Dr Samer Aldhaher** whose address is 1 Beatrice House Stothert Avenue Bath BA2 3FW ("Dr Aldhaher");
- (4) **Dr David Christopher Yates** whose address is 48 Penrith Road, N15 5QY, London ("Dr Yates");
- (5) **Professor Paul David Mitcheson** whose address is 67 Longlands Court, Westbourne Grove, W11 2QF, London ("Professor Mitcheson");
- (6) **Imperial College Innovations Limited** whose address is Level 1 Faculty Building, C/O Imperial College, Exhibition Road, London, SW7 2AZ ("Innovations").

WHEREAS:

- A. In the course of collaborative research, Dr Kkelis, Dr Aldhaher, Dr Yates and Professor Mitcheson (collectively the "Imperial Inventors") have jointly generated the Intellectual Property (as defined below).
- B. At the time the Intellectual Property was generated, Dr Kkelis was a student and an employee of Imperial and Dr Aldhaher, Dr Yates and Professor Mitcheson were employees of Imperial.
- C. Consequently the contributions to the Intellectual Property made by Dr Aldhaher, Dr Yates and Professor Mitcheson belong to Imperial, the contribution to the Intellectual Property made by Dr Kkelis while an employee of Imperial belongs to Imperial, and Dr Kkelis is required to assign to Imperial the contributions to the Intellectual Property made by him while a student of Imperial.
- D. Imperial has agreed to assign all right, title and interest in and to the Intellectual Property to Innovations subject to the terms of this Assignment.

IT IS AGREED as follows:

1. Definitions

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

"Intellectual Property" the patents and patent applications identified in the

Schedule.

"Designs" any unregistered designs included in the Intellectual

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Property.

"Patents" any patents and patent applications included in the

Intellectual Property.

"Registered Designs" any registered designs and applications for registered

designs included in the Intellectual Property.

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 Imperial Inventors warrants to the other Parties that the Imperial 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. Dr Aldhaher, Dr Yates and Professor Mitcheson agree and acknowledge that their contributions to the Intellectual Property were made in the course of their duties as employees of Imperial and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of their duties and consequently their contributions to the Intellectual Property belong to Imperial pursuant to section 39 of the Patents Act 1977, sections 11 and/or 215 of the Copyright, Designs and Patents Act 1988, section 2 of the Registered Designs Act 1949 and/or their contracts of employment. To the extent that Dr Aldhaher, Dr Yates and Professor Mitcheson have any right, title or interest in or to the Intellectual Property they each hereby assign and transfer 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 Kkelis agrees and acknowledges that part of 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 such part of his contribution to the Intellectual Property belongs to Imperial pursuant to section 39 of the Patents Act 1977, sections 11 and/or 215 of the Copyright, Designs and Patents Act 1988, section 2 of the Registered Designs Act 1949 and/or his contract of employment. To the extent that Dr Kkelis has any right, title or interest in or to such part of his contribution to 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).
- 5. Dr Kkelis hereby assigns and transfers all right, title and interest in and to the remainder of 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).
- 6. 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 and to the Intellectual Property (including, for the avoidance of doubt, any right, title and interest that Imperial has acquired under Clauses 3, 4, and 5).

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7. The assignments effected by Clauses 3, 4, 5, and 6 shall include, without limitation, the assignment and transfer of:

Patents

- 7.1 in respect of any and each application in the Patents:
 - 7.1.1 the right to claim priority from and to prosecute and obtain grant of patent; and
 - 7.1.2 the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- 7.2 in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- 7.3 the right to extend to or register in, or in respect of, any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend to or register in or in respect of any country or territory in the world any patent or like protection granted on any of such applications;
- 7.4 the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid;
- 7.5 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents or any patents granted on any of the applications comprised in the Patents or filed as aforesaid, whether occurring before, on or after the date of this assignment;

Designs

- 7.6 all copyright, database rights and rights in the nature of copyright and database rights subsisting in the whole or any part of the Designs throughout the world;
- 7.7 all unregistered Community design rights, and design right and rights in the nature of design right throughout the world, and the right to apply for registered design or similar protection conferred by the law of the UK and all other countries of the world, subsisting in the whole or any part of the Designs;
- 7.8 the Registered Designs including the absolute entitlement to any registered designs granted pursuant to any of the applications comprised therein and, in respect of any and each application, the right to claim priority from and to prosecute and obtain grant of registered design;

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7.9 the right to extend to or register in or in respect of any country or territory in the world each and any of the Registered Designs, in each case for the remainder of the term or, as applicable, for the full term of the same including any renewals, reversions, extensions or revivals;

Other rights

- 7.10 all copyright, database rights and rights in the nature of copyright and database rights, and all other intellectual property rights, subsisting in the whole or any part of the Intellectual Property throughout the world:
- 7.11 all rights throughout the world in respect of any data, databases or confidential information that form part of the Intellectual Property; and
- 7.12 all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Intellectual Property, whether occurring before, on or after the date of this Assignment.
- 8. Imperial and the Imperial Inventors shall execute such documents and, at the expense of Innovations, give such assistance as Innovations may require:
 - to secure the vesting in Innovations of all rights in the Intellectual Property;
 - b. to secure the registration of Innovations as applicant or (as applicable) proprietor of the Intellectual Property;
 - c. to uphold the rights of Innovations in the Intellectual Property;
 - d. to obtain, defend and enforce any of the Intellectual Property;
 - e. in relation to any other proceedings which may be brought by or against Innovations against or by any third party relating to the Intellectual Property; and
 - f. to the extent that any right, title and interest, anywhere in the world, whether registered or not, or any benefit or right to sue or obtain relief for any past, present or future infringement or violation of such rights, in and to the Intellectual Property (or any part of it) in any country of the world may remain or become vested in any one or more of the Imperial Inventors, to irrevocably assign, transfer and convey absolutely and unconditionally to Innovations the said right, title and interest.

The obligations on Imperial and the Imperial Inventors under this Clause 8 shall continue in force without limit of time.

9. The Imperial 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

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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.

10. 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.

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Signed by Dr Kkelis:		
Signed	<u></u>	
Printed name		
Signed by Dr Aldhaher:		
Signed	***************************************	
Printed name	*****************************	
Signed by Dr Yates:		
Signed	***************************************	
Printed name	**************************************	
Signed by Professor Mitcheso	on:	
Signed	***********************************	
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Signed by Dr Kkelis:	
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Signed by Dr Aldhaher:	
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Printed name	Samer Aldhaher
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Signed by Professor Mitcheso	on:
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Signed by Dr Aldhaher:				
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Signed by Dr Kkelis: Signed Printed name Signed by Dr Aldhaher: Signed Printed name Signed by Dr Yates: Signed Printed name Signed by Professor Mitcheson: Signed Printed name

This agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of	Imperial College of Science, Technology and Medicine:
Signed	
Printed Name	SMON HEPWORTH
Title	DIFFECTOR OF ENTERPRISE
Signed for and on behalf of)	imperial College Innovations Limited:
Signed	A.P. Tingsy
Printed Name	A.P. Tingey
Title	Director

SCHEDULE

Intellectual Property

Patent Type	Country	Application Number	Filing Date
Provisional	United Kingdom	1620236.8	29/11/2016
Supplemental	United Kingdom	1620552.8	02/12/2016
Patent Cooperation Treaty	N/A	GB2017/053607	29/11/2017
National	Europe	17811356.9	29/11/2017
National	Canada	3045231	29/11/2017
National	India	201927025420	29/11/2017
National	United States of America	16/464808	29/11/2017
National	China	2017800848845	29/11/2017
National	Hong Kong	62020004168.7	29/11/2017

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