

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6717449

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BIO-RAD LABORATORIES, INC.	10/01/2014
RECEIVING PARTY DATA	
Name:	VERDOT IPS2
Street Address:	1 RUE ANDRE MESSEGER
City:	RIOM
State/Country:	FRANCE
Postal Code:	63200
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7718058
Patent Number:	8741135
CORRESPONDENCE DATA	
Fax Number:	(202)318-8300
<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:	2023499868
Email:	edinorma@karceskiiplaw.com
Correspondent Name:	JEFFREY D. KARCESKI
Address Line 1:	KARCESKI IP LAW, PLLC
Address Line 2:	1717 K STREET, NW, SUITE 900
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	VERDOT 1 AND 2
NAME OF SUBMITTER:	JEFFREY D. KARCESKI
SIGNATURE:	/Jeffrey D. Karceski, Reg. No. 35,914/
DATE SIGNED:	05/19/2021
Total Attachments: 9	
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PATENT ASSIGNMENT AND LIMITED LICENSE AGREEMENT

DATED October 1st, 2014

between

Bio-Rad Laboratories, Inc.

and

Bio-Rad Verdet SAS

and

Financière Saint-Pierre Le Guillard SAS

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PATENT ASSIGNMENT AND LIMITED LICENSE AGREEMENT

THIS AGREEMENT IS ENTERED BETWEEN:

1. **Bio-Rad Laboratories, Inc.**, a company incorporated under the laws of Delaware, USA, having its primary office located at 1000 Alfred Nobel Drive, Hercules, California 94547, represented by Ann Madden, duly authorized for the purpose hereof,

hereafter referred to as "Bio-Rad USA",

AND

2. **Bio-Rad Verdot**, a French *société par actions simplifiée* with a share capital of EUR 360,550, having its registered office located at 1, rue André Messager, 63200 Riom, France, registered with the Trade and Companies Registry of Clermont-Ferrand under number 423 872 803, represented by Patrice Delatoille, duly authorized for the purpose hereof,

hereafter referred to as "Verdot",

AND

3. **Financière Saint-Pierre Le Guiffard**, a French *société par actions simplifiée* with a share capital of EUR 100,000, having its registered office located at 18230 Bians, France, registered with the Trade and Companies Registry of Bourges under number 485 156 673, represented by Mr. Olivier Huez, duly authorized for the purpose hereof,

hereafter referred to as "FSPLG",

Bio-Rad USA, Verdot and FSPLG are individually referred hereinafter to as a "Party" and collectively referred to as the "Parties".

WHEREAS:

- (A) FSPLG and Bio-Rad France Holding SAS (one of Bio-Rad USA's subsidiaries) have entered into a share sale and purchase agreement (the "SPA") of even date herewith pursuant to which 100% of the share capital and voting rights of Verdot has been sold to FSPLG (the "Transaction"). Following the Transaction, FSPLG will rename Verdot.
- (B) Bio-Rad USA owns the patents and patent applications listed on Schedule A, attached hereto. The Patents are used by Verdot in the operation of its process chromatography hardware business and by Bio-Rad USA and its Affiliates in the operation of their process chromatography hardware business.

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(C) PSPLG and Verdot are desirous for Verdot to acquire the entire right, title and interest in and to the Patents from Bio-Rad USA and Verdot agrees to grant a licence to Bio-Rad USA and its Affiliates for their limited use of the Patents as set forth herein.

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(E) PSPLG undertakes to guarantee Verdot's obligations hereunder.

(F) Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the SFA.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, the sufficiency of which is hereby acknowledged,

IT IS HEREBY AGREED AS FOLLOWS:

REPRESENTATIONS OF THE ASSIGNOR

Bio-Rad USA hereby represents:

- that it has full and complete ownership of the Patents, that it granted no license, that the Patents are not encumbered from any charge or pledge and that it is able to freely assign the Patents.
- that there is no material claim concerning the ownership of the Patents and that it always enjoyed the quiet possession thereof.

1. Bio-Rad USA hereby sells, assigns and transfers unto Verdot, its successors and assigns, the entire right, title and interest of any kind and character throughout the world, in and to the patents and patent applications listed on Schedule A, to the full extent of its ownership or interest therein, including without limitation: (i) all domestic and foreign patent applications and registrations therefor, all patents that issue therefrom, and all divisional, continuation, continuation-in-part, reexamination, substitution, reissue, extension, and renewal of such patents and applications (collectively, the "Patents"), including the right to apply for any of the foregoing; (ii) all rights to causes of action and remedies related thereto, including without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing; and (iii) any and all other rights and interests arising out of, in connection with or in relation to the Patents (the "Assignment").

2. Bio-Rad USA and Verdot do hereby covenant and agree that each will not execute any writing or do any act whatsoever conflicting with this Agreement, and that each Party and its successors and assigns will, at any time upon request, without further or additional consideration, but at Verdot's sole expense, execute such additional writings and do such additional acts as Verdot, its successors and assigns, may reasonably deem necessary or desirable to perfect Verdot's enjoyment of this grant. Verdot will bear all

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expenses, including legal fees, in connection with the perfection of this Assignment including, without limitation, recordation of this Assignment with the United States Patent and Trademark Office or the equivalent in any other country.

3. Bio-Rad USA hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any other country whose duty it is to issue patents or similar legal protection on said applications, to issue patents for said inventions to Verdot, the same to be held by Verdot for its own use and benefit, to the full end of the term for which said patents are or may be granted, as fully and entirely as the same would have been held and enjoyed by the Bio-Rad USA had this assignment not been made.

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6. Miscellaneous

6.1 Notices. Any notice or other communication to each of the Parties hereunder shall be deemed duly given on the day such notice is delivered personally, one (1) business day after such notice is sent by confirmed telefax, two (2) business days after such notice is sent by confirmed international overnight express courier service (such as Federal Express Priority Overnight courier service or an equivalent service), or five (5) business days after such notice is or sent by registered prepaid mail with confirmation of receipt. In case of a notice sent by facsimile transmission, the original notice will also be sent by one of the permitted means of delivery specified above. A courtesy copy of a notice may be sent by email transmission but will not constitute proper notice hereunder.

Such notices shall be sent to the following addresses for each Party, or to such other address as a Party may designate by proper written notice hereunder.

If to Bio-Rad USA, to:

Bio-Rad Laboratories, Inc.
1000 Alfred Nobel Drive
Hercules, California 94547
USA
Attn: Office of the General Counsel
Fax: +1-510-741-5815

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If to ESPLG, to:

Financier Saint Pierre Le Guillard
18220 Rians
France
Attn: Mr. Olivier Huez
E-mail: ohuez@eta.fr
Fax: +33 2 48 64 30 95

If to Verdot, to:

Verdot
1, rue André Messager
63200 Riom
France
Attn: Eric Merlot
Fax: +33 (0) 4 73 33 72 35

6.2 Further Assurances. Each Party shall, and shall cause their respective Affiliates to, upon the request of the other Party, execute such documents and take such further actions as may be necessary to give full effect to the terms of this Agreement.

6.3 Binding Effect. The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs and estates.

6.4 Governing Law; Jurisdiction. This Agreement is governed by, and construed in accordance with, the laws of the State of California, United States of America, without regard to conflict of laws principles. The Parties hereby agree and consent to be subject to the exclusive jurisdiction of a court of competent jurisdiction in San Francisco, California.

6.5 Independent Contractors. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

6.6 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

6.7 Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

6.8 Severability. This Agreement shall be deemed severable and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof.

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6.9 Amendment, Modification, Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

6.10 Third Party Beneficiaries. Vendor agrees that each (present and future) Affiliate of Bio-Rad USA is a third party beneficiary of this Agreement. Save for the foregoing, this Agreement is for the sole benefit of the Parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person (as defined in the SPA) any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement. Vendor agrees that Bio-Rad USA shall have the right to enforce this Agreement on behalf of its Affiliate(s).

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6.12 Language. The Parties hereby acknowledge that the French version of this Agreement was prepared exclusively for informational purposes and that only the English version of this Agreement shall contractually bind the Parties in particular in case of a discrepancy in the interpretation of the terms used in the two versions.

6.13 Counterparts, Facsimile and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Signature page follows

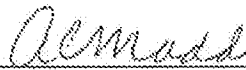
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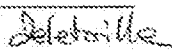
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Made on 1 October 2014 (the "Effective Date") in Green (3) originals by:

Bio-Rad Laboratories, Inc.

Bio-Rad Verdet


Ann Madden
Duly authorized


Patrice Delastoffe
President 


Guarantor:
Financière Saint-Pierre Le Guillard

Olivier Huez
President

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Schedule A

Patents

Date of registration or publication	Reference or publication number	Title
5/18/2010	US7718058 B2	Chromatography column with pack, unpack and cleaning in place features
8/3/2010	US2010-0193441 A1	Chromatography column with pack, unpack and cleaning in place features
3/30/2010	US7686953 B2	Supporting structures for preparative chromatography columns
10/22/2013	US9562826 B2	Supporting structures for preparative chromatography columns
6/10/2010	US2010-0140174 A1	Supporting structures for preparative chromatography columns
3/8/2012	US2012-0053555 A1	Diaphragm valve with Quick Connect Actuator
9/9/2011	WO 2011109502 A1	Diaphragm valve with Quick Connect Actuator
3/6/2012	US8128816 B2	Piston movement control for preparative chromatography column
6/16/2011	US2011139718 (A1)	Piston movement control for preparative chromatography column
5/24/2012	US2012-124810 A1	Piston movement control for preparative chromatography column
12/2/2010	US2010-305777 A1	Piston position detection for preparative chromatography column
6/16/2011	US2011-139689 A1	Monitoring a preparative chromatography column from the exterior during formation of the packed bed