

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7035657

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	DECLARATION TO CORRECT ASSIGNMENT RECORD AFTER ATTEMPT BY A THIRD PARTY TO RECORD AN IMPROPER ASSIGNMENT IN APPLICATION NO. 16/551,198 AT REEL 051989/FRAME 0187
CONVEYING PARTY DATA	
Name	Execution Date
RUPRECHT-KARLS-UNIVERSITÄT HEIDELBERG	11/19/2021
DEUTSCHES KREBSFORSCHUNGSZENTRUM	11/19/2021
RECEIVING PARTY DATA	
Name:	RUPRECHT-KARLS-UNIVERSITÄT HEIDELBERG
Street Address:	GRABENGASSE 1
City:	HEIDELBERG
State/Country:	GERMANY
Postal Code:	69117
Name:	DEUTSCHES KREBSFORSCHUNGSZENTRUM
Street Address:	IM NEUENHEIMER FELD 280
City:	HEIDELBERG
State/Country:	GERMANY
Postal Code:	69120
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16551198
CORRESPONDENCE DATA	
Fax Number:	(703)391-2901
<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>	
Email:	ptonotices@marburylaw.com
Correspondent Name:	THE MARBURY LAW GROUP, PLLC
Address Line 1:	11800 SUNRISE VALLEY DRIVE
Address Line 2:	15TH FLOOR
Address Line 4:	RESTON, VIRGINIA 20191
ATTORNEY DOCKET NUMBER:	4001-002C3D1
NAME OF SUBMITTER:	R. ROSS

SIGNATURE:	/R. ROSS/
-------------------	-----------

DATE SIGNED:	11/20/2021
---------------------	------------

Total Attachments: 49

source=2021-11-19 MEO Declaration_4001-002C3D1#page1.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page2.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page3.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page4.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page5.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page6.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page7.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page8.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page9.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page10.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page11.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page12.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page13.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page14.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page15.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page16.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page17.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page18.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page19.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page20.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page21.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page22.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page23.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page24.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page25.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page26.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page27.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page28.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page29.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page30.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page31.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page32.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page33.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page34.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page35.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page36.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page37.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page38.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page39.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page40.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page41.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page42.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page43.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page44.tif

source=2021-11-19 MEO Declaration_4001-002C3D1#page45.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page46.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page47.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page48.tif
source=2021-11-19 MEO Declaration_4001-002C3D1#page49.tif

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
)
Matthias EDER et al.) Group Art Unit: 1618
)
Application No.: 16/551,198)
) Examiner: SAMALA, Jagadishwar Rao
Filed: August 26, 2019)
)
For: LABELED INHIBITORS OF PROSTATE) Confirmation No.: 4662
SPECIFIC MEMBRANE ANTIGEN)
(PSMA) AS AGENTS FOR THE)
TREATMENT OF PROSTATE CANCER)
)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450
MAIL STOP: Assignment Services Division

**DECLARATION TO CORRECT ASSIGNMENT RECORD AFTER
ATTEMPT BY A THIRD PARTY TO RECORD AN IMPROPER ASSIGNMENT**

Pursuant to M.P.E.P. § 323.01(c), I, Michelle E. O'Brien, hereby declare as follows:

1. I am an authorized attorney of record in the above-captioned U.S. Patent Application No. 16/551,198 ("the '198 application"), pursuant to a Power of Attorney filed on August 26, 2019 (*see* Exhibit A).

2. On March 13, 2020, at my instruction, my paralegal, Betty Finley, recorded proper Assignments from the inventors of the '198 application in the U.S. Patent Office's Assignment database. These proper Assignments granted all right, title, and interest in the '198

patent application to Ruprecht-Karls-Universität Heidelberg and Deutsches Krebsforschungszentrum (*see* Exhibit B).

3. These proper Assignments were recorded at:

RUPRECHT-KARLS-UNIVERSITÄT HEIDELBERG		
Application No.	Reel/Frame	Date of recordation
16/551,198	052107/0330 052107/0396	March 13, 2020
DEUTSCHES KREBSFORSCHUNGSZENTRUM		
Application No.	Reel/Frame	Date of recordation
16/551,198	052107/0134	March 13, 2020

4. On behalf of Ruprecht-Karls-Universität Heidelberg and Deutsches Krebsforschungszentrum, I confirm that neither entity has assigned or otherwise transferred ownership of the '198 application to any other person or entity at any time. **Thus, the correct owners of the '198 application are Ruprecht-Karls-Universität Heidelberg and Deutsches Krebsforschungszentrum.**

5. On February 21, 2020, a heavily redacted document entitled "Material Transfer Agreement" ("the MTA") and accompanying Recordation Coversheet was improperly recorded in the U.S. Patent Office's Assignment Database at Reel 051989, Frame 0187, identifying the '198 application as allegedly subject to the recordation (*see* Exhibit C). The Recordation Coversheet accompanying the MTA incorrectly identified the MTA as a "New Assignment" of rights by "University of Heidelberg" to "Molecular Insight Pharmaceutical, Inc." ("MIP"), and further incorrectly identified the MTA as a "Confirmation of Ownership (As Filing Relates to Compounds that are 'Derivatives')" of the '198 application.

6. The MTA and Recordation Coversheet improperly recorded at Reel 051989, Frame 0187 was submitted with erroneous information. In particular, the representations on the

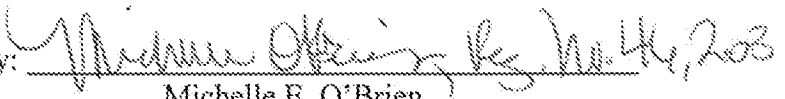
Recordation Coversheet that the MTA is a “New Assignment” of rights in, or a “Confirmation of Ownership (As Filing Relates to Compounds that are ‘Derivatives’)” of, the ‘198 application, are incorrect. The MTA does not assign or otherwise convey any rights, title, or interest in the ‘198 application to or from any party, and does not confirm or otherwise relate to the ownership of the ‘198 application by any party. In this regard, the MTA is missing several pages and the pages that are present are heavily redacted, and the unredacted portions are unrelated to ownership of any intellectual property. Attached herewith as Exhibit D is the full MTA including all pages, with redactions. In Exhibit D, §6, which addresses the parties’ rights in new intellectual property arising under the agreement, is unredacted. Section 6 of Exhibit D confirms that §2 of the MTA does not give MIP any interest or rights in new intellectual property, including the ‘198 application. Furthermore, in its judgment dated August 21, 2020, the District Court of Mannheim in the matter *Molecular Insight Pharmaceuticals, Inc. (MIP) v. Universität Heidelberg*, Case No. 2 O 149/18 (Germany), rejected the argument that the MTA gives MIP any rights or other interest in the ‘198 application. Specifically, the Court confirmed that §2 of the MTA relates to tangible property and not intellectual property. The Court further confirmed that §6 is the section of the MTA relevant to intellectual property, and that §6, which permits MIP to request the granting of a license, necessarily implies that the current assignee of the ‘198 application, Ruprecht-Karls-Universität Heidelberg, has the right to seek patent protection in its own name. The Court therefore declined to find that MIP had any rights, title, or ownership interest in the patent family that includes the ‘198 application. Thus, the MTA is not a “New Assignment” or a “Confirmation of Ownership (As Filing Relates to Compounds that are ‘Derivatives’)” of the ‘198 application, and does not change that the correct owners of the ‘198 application are Ruprecht-Karls-Universität Heidelberg and Deutsches Krebsforschungszentrum.

7. I contacted Ms. Jarrell by telephone on July 20, 2021, requesting that she withdraw or file a corrective document confirming that the February 2020 MTA filing was improper. On July 23, 2021, Ms. Jarrell’s business partner contacted me to confirm that Ms. Jarrell will not do so.

8. I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further, that these

statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

DATE: November 19, 2021

By: 
Michelle E. O'Brien
Reg. No. 46,203
Attorney-of-record

Vedder Price P.C. File No: 43164.00.2011 Serial No.: Concurrently herewith Filing Date: Concurrently herewith
--

ASSIGNMENT

We, Uwe **HABERKORN** and Walter **MIER** have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled: **LABELED INHIBITORS OF PROSTATE SPECIFIC MEMBRANE ANTIGEN (PSMA), THEIR USE AS IMAGING AGENTS AND PHARMACEUTICAL AGENTS FOR THE TREATMENT OF PROSTATE CANCER** and **RUPRECHT-KARLS-UNIVERSITÄT HEIDELBERG** whose address is **Grabengasse 1, Heidelberg, Germany 69117**, and which, together with its successors and assigns is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

Now, therefore, for valuable consideration furnished by Assignee to each of us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file and prosecute patent applications in any or all countries on any or all of said inventions and discoveries in our name or names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

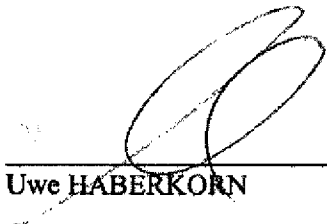
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs and legal representatives, as well as ourselves to do, upon Assignee's request and at its expense, but without additional consideration to any of us, all acts

reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by each of us or each of our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to each of us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs or legal representatives and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which I have affixed my signature.

May 24, 2016
Date


Uwe HABERKORN

May 24, 2016
Date


Walter MIER

ASSIGNMENT

WHEREAS I/We, the below named inventor(s), [hereinafter referred to as Assignor(s)], have made an invention entitled:

LABELED INHIBITORS OF PROSTATE SPECIFIC MEMBRANE ANTIGEN (PSMA), THEIR USE AS IMAGING AGENTS AND PHARMACEUTICAL AGENTS FOR THE TREATMENT OF PROSTATE CANCER

for which I/WE executed an application for United States Letters Patent concurrently herewith or filed an application for United States Letters Patent on **July 18, 2018**, (Application No. **16/038,729**); and

WHEREAS, **RUPRECHT-KARLS-UNIVERSITÄT HEIDELBERG**
a corporation of **Germany**

whose post office address is **Grabengasse 1, Heidelberg, Germany 69117**

(hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention, the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, I/WE, as Assignor(s), have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, my/our entire right, title, and interest in and to this invention, provisional Application No. _____, filed _____ (if any), and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof; and I/WE hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I/WE HEREBY further covenant and agree that I/We will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to me/us respecting this invention and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

AND, I/WE HEREBY authorize and request the attorneys I/we have empowered in the Power of Attorney in this application, to insert here in parentheses (Application No. _____, filed _____) the filing date and application number of said application when known.

IN TESTIMONY WHEREOF, I/We have hereunto set our hand(s).

10. FULL NAME OF SOLE OR FIRST ASSIGNOR Clemens KRATOCHWIL	ASSIGNOR'S SIGNATURE <i>Clemens Kratochwil</i>	DATE <i>Oct 12 2018</i>
ADDRESS Gartenstr. 9, Hirschberg a.d.B, DE 69493		CITIZENSHIP DE

Vedder Price P.C.
File No: 43164.00.2011
Serial No.: Concurrently herewith
Filing Date: Concurrently herewith

ASSIGNMENT

We, **Matthias EDER, Klaus KOPKA, Martin SCHÄFER, Ulrike BAUDER-WÜST, Michael EISENHUT and Martina BENESOVA** have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled: **LABELED INHIBITORS OF PROSTATE SPECIFIC MEMBRANE ANTIGEN (PSMA), THEIR USE AS IMAGING AGENTS AND PHARMACEUTICAL AGENTS FOR THE TREATMENT OF PROSTATE CANCER** and **DEUTSCHES KREBSFORSCHUNGSZENTRUM** whose address is **Im Neuenheimer Feld 280 Heidelberg, Germany 69120**, and which, together with its successors and assigns is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

Now, therefore, for valuable consideration furnished by Assignee to each of us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file and prosecute patent applications in any or all countries on any or all of said inventions and discoveries in our name or names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

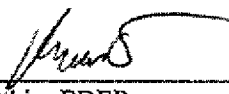
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs and legal representatives, as well as ourselves to do, upon Assignee's request and at its expense, but without additional consideration to any of us, all acts

reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by each of us or each of our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to each of us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs or legal representatives and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which I have affixed my signature.

March 30, 2016
Date


Matthias EDER

Date

Klaus KOPKA

Date

Martin SCHÄFER

Date

Ulrike BAUDER-WÜST

Date

Michael EISENHUT

reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by each of us or each of our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to each of us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs or legal representatives and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which I have affixed my signature.

Date

Matthias EDER

30th March 2016

Date



Klaus KOPKA

Date

Martin SCHÄFER

Date

Ulrike BAUDER-WÜST

Date

Michael EISENHUT

reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by each of us or each of our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to each of us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs or legal representatives and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which I have affixed my signature.

Date

Matthias EDER

Date

Klaus KOPKA

30.3.2016

Date

Martin Schäfer

Martin SCHÄFER

Date

Ulrike BAUDER-WÜST

Date

Michael EISENHUT

reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by each of us or each of our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to each of us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs or legal representatives and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which I have affixed my signature.

Date

Matthias EDER

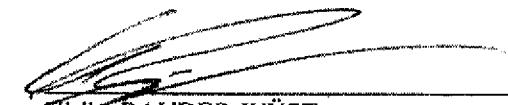
Date

Klaus KOPKA

Date

Martin SCHÄFER

30.03.2016
Date



Ulrike BAUDER-WÜST

Date

Michael EISENHUT

reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by each of us or each of our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to each of us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs or legal representatives and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which I have affixed my signature.

Date

Matthias EDER

Date

Klaus KOPKA

Date

Martin SCHÄFER

Date

Ulrike BAUDER-WÜST

31. Mar 2016
Date


Michael EISENHUT

02 04 2016

Date

Martina Benesova

Martina BENESOVA

NEWYORK/#413815.1

3

PATENT
REEL: 058567 FRAME: 0814

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5975920

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATION OF OWNERSHIP (AS FILING RELATES TO COMPOUNDS THAT ARE "DERIVATIVES")
CONVEYING PARTY DATA	
Name	Execution Date
UNIVERSITY OF HEIDELBERG	07/23/2012
RECEIVING PARTY DATA	
Name:	MOLECULAR INSIGHT PHARMACEUTICAL, INC.
Street Address:	160 SECOND STREET
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02142
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16551198
Application Number:	16510495
CORRESPONDENCE DATA	
Fax Number:	(617)502-5002
<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:	6172485000
Email:	patentdocket@choate.com
Correspondent Name:	CHOATE HALL & STEWART LLP
Address Line 1:	TWO INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	2010358-0000
NAME OF SUBMITTER:	BRENDA HERSCHBACH JARRELL, PHD, JD
SIGNATURE:	/Brenda Herschbach Jarrell/
DATE SIGNED:	02/21/2020
Total Attachments: 3	
source=2010358-0000 Material Transfer Agreement#page1.tif	
source=2010358-0000 Material Transfer Agreement#page2.tif	
source=2010358-0000 Material Transfer Agreement#page3.tif	

Material Transfer Agreement

This Agreement is entered into as of [REDACTED] 2012 by and between the University of Heidelberg having an address at Neuenheimer Feld 672, 69120 Heidelberg USA ("INSTITUTION"), and Molecular Insight Pharmaceutical, Inc., having an office at 160 Second Street, Cambridge, Massachusetts 02142 USA ("MIP").

WHEREAS, MIP is the owner of the compounds more fully described in Appendix A attached hereto, and any progeny and derivatives thereof (the "Materials") with all rights, title and interest vested therein.

WHEREAS, INSTITUTION desires to receive samples of the Materials for the purposes described herein.

NOW, THEREFORE, the parties hereto agree to the terms and conditions contained herein.

1. Transfer of Materials. MIP shall transfer to INSTITUTION such amount of the Materials as mutually agreed upon by MIP and INSTITUTION. Acceptance of the Materials by INSTITUTION shall be for the purpose stated in Section 2 herein only and shall not be deemed to be a grant by MIP to INSTITUTION of any rights in the Materials or any progeny or derivative works from the Materials.
2. Use of Materials. The Material, and any derivative works or progeny thereof, is and shall remain the property of MIP. INSTITUTION acknowledges that it shall not obtain any rights of any sort, including commercialization, in or to the Materials as a result of the transfer of the Materials by MIP and that all such rights it may wish to obtain shall be the subject of a separate and future agreement(s). [REDACTED]

[REDACTED]

3. [REDACTED]

4. [REDACTED]

[REDACTED]

5.

[REDACTED]

6.

[REDACTED]

7.

[REDACTED]

[REDACTED]

8.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8.

[Redacted]

9.

[Redacted]

10.

[Redacted]

11.

[Redacted]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

UNIVERSITY OF HEIDELBERG

i. A. Tilly

Signature

Erntraut Türken
ACBumännliche Direktorin
Universitätsklinikum Heidelberg
im Neuenheimer Feld 672 · 69120 Heidelberg

Title

23.07.2012

Date

MIP

Johanna Babida

Signature

Johanna Babida

Name

CSO & President

Title

July 23, 2012

Date

Prof. Dr. Uwe Haberkorn
Radiologische Universitätsklinik
Abteilung Nuklearmedizin
im Neuenheimer Feld 400
69120 Heidelberg
Tel. 0 62 21 / 56 77 31

Material Transfer Agreement

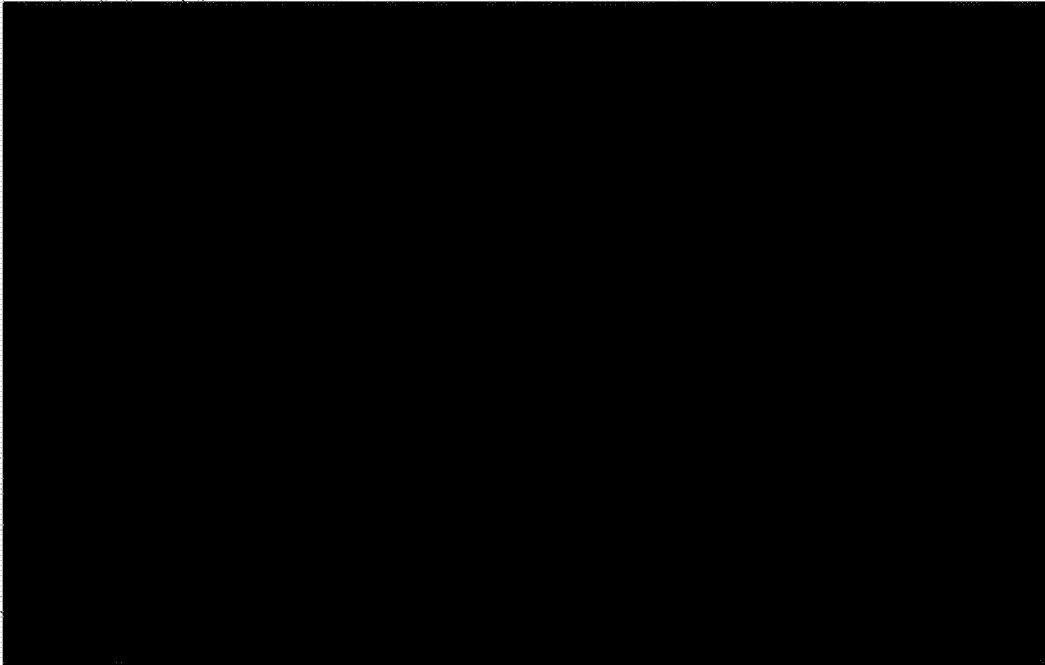
This Agreement is entered into as of June 25, 2012 by and between the University of Heidelberg having an address at Neuenheimer Feld 672, 69120 Heidelberg USA ("INSTITUTION"), and Molecular Insight Pharmaceutical, Inc. having an office at 160 Second Street, Cambridge, Massachusetts 02143 USA ("MIP").

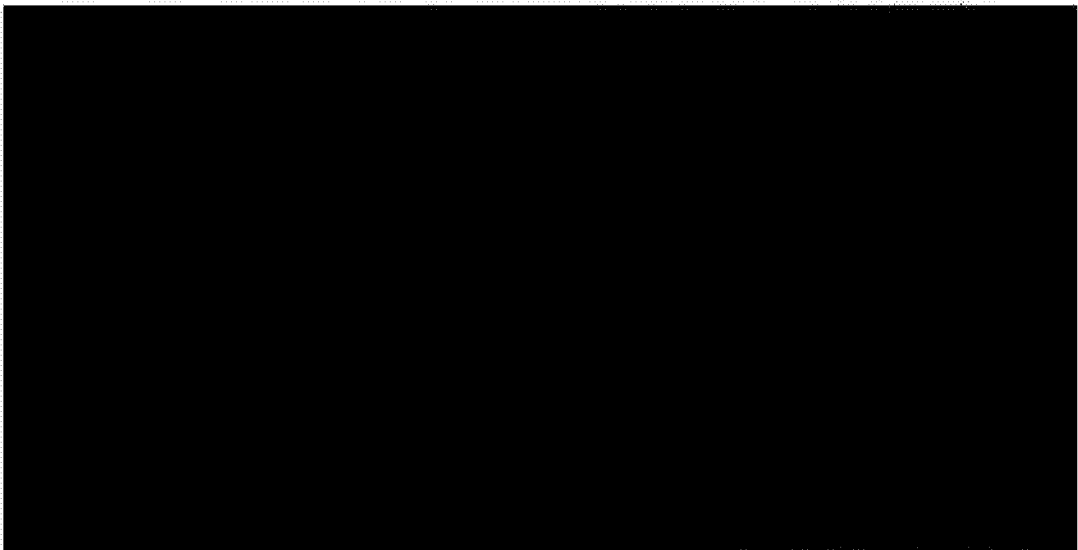
WHEREAS, MIP is the owner of the compounds more fully described in Appendix A attached hereto, and any progeny and derivatives thereof (the "Materials") with all rights, title and interest vested therein.

WHEREAS, INSTITUTION desires to receive samples of the Materials for the purposes described herein.

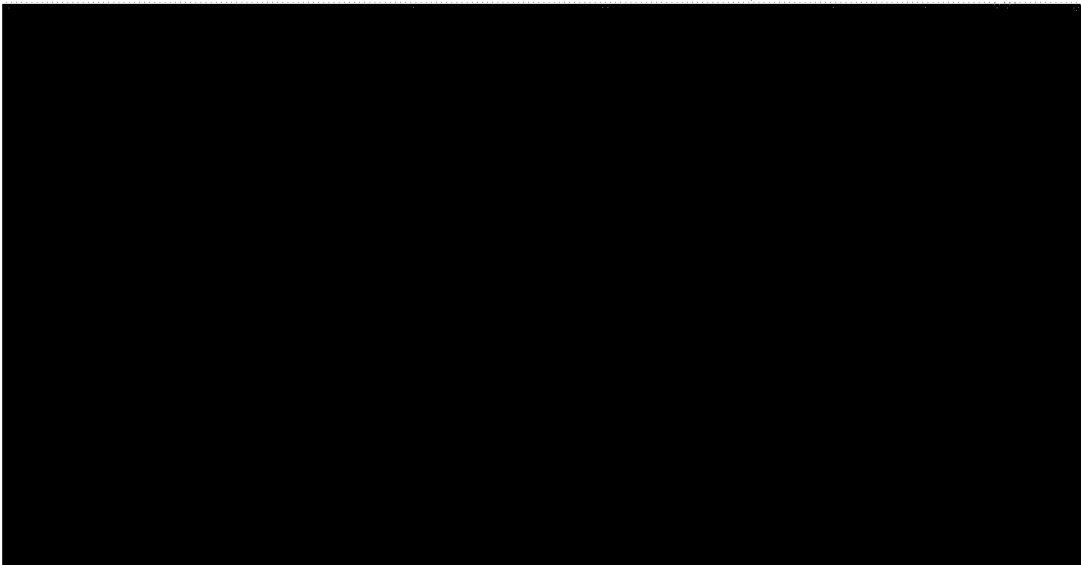
NOW, THEREFORE, the parties hereto agree to the terms and conditions contained herein.

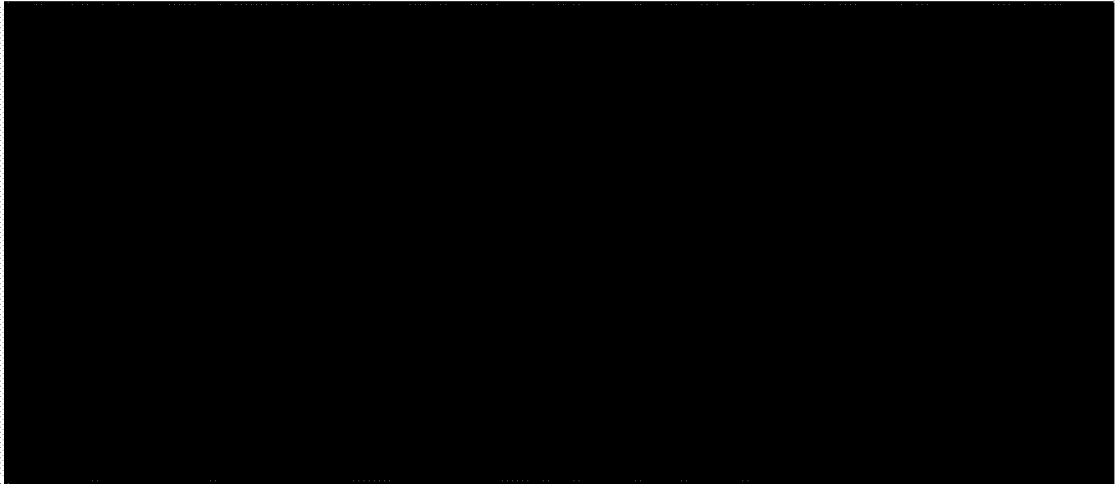
1. Transfer of Materials. MIP shall transfer to INSTITUTION such amount of the Materials as mutually agreed upon by MIP and INSTITUTION. Acceptance of the Materials by INSTITUTION shall be for the purpose stated in Section 2 herein only and shall not be deemed to be a grant by MIP to INSTITUTION of any rights in the Materials or any progeny or derivative works from the Materials.
2. Use of Materials. The Material, and any derivative works or progeny thereof, is and shall remain the property of MIP. INSTITUTION acknowledges that it shall not obtain any rights of any sort, including commercialization, in or to the Materials as a result of the transfer of the Materials by MIP and that all such rights it may wish to obtain shall be the subject of a separate and future agreement(s). [REDACTED]





5. *New Intellectual property.* If the research involving the Material results in an invention or new substance which may be commercially useful, INSTITUTION will promptly disclose the invention or substance in MIP and provide MIP with the first right to refusal to license any patents obtained by INSTITUTION.



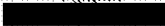


IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

UNIVERSITY OF HEIDELBERG



Signature



Klausuramt/Direktion

1 | 100 | 69120 Heidelberg

Am Neuenheimer Feld 661 | 69120 Heidelberg

Date

23.07.2012

Date



Res

A

im Neuenheimer Feld

69120 Heidelberg

Tel. 0 62 21 / 56 77 73



Signature

C. S. S. / President

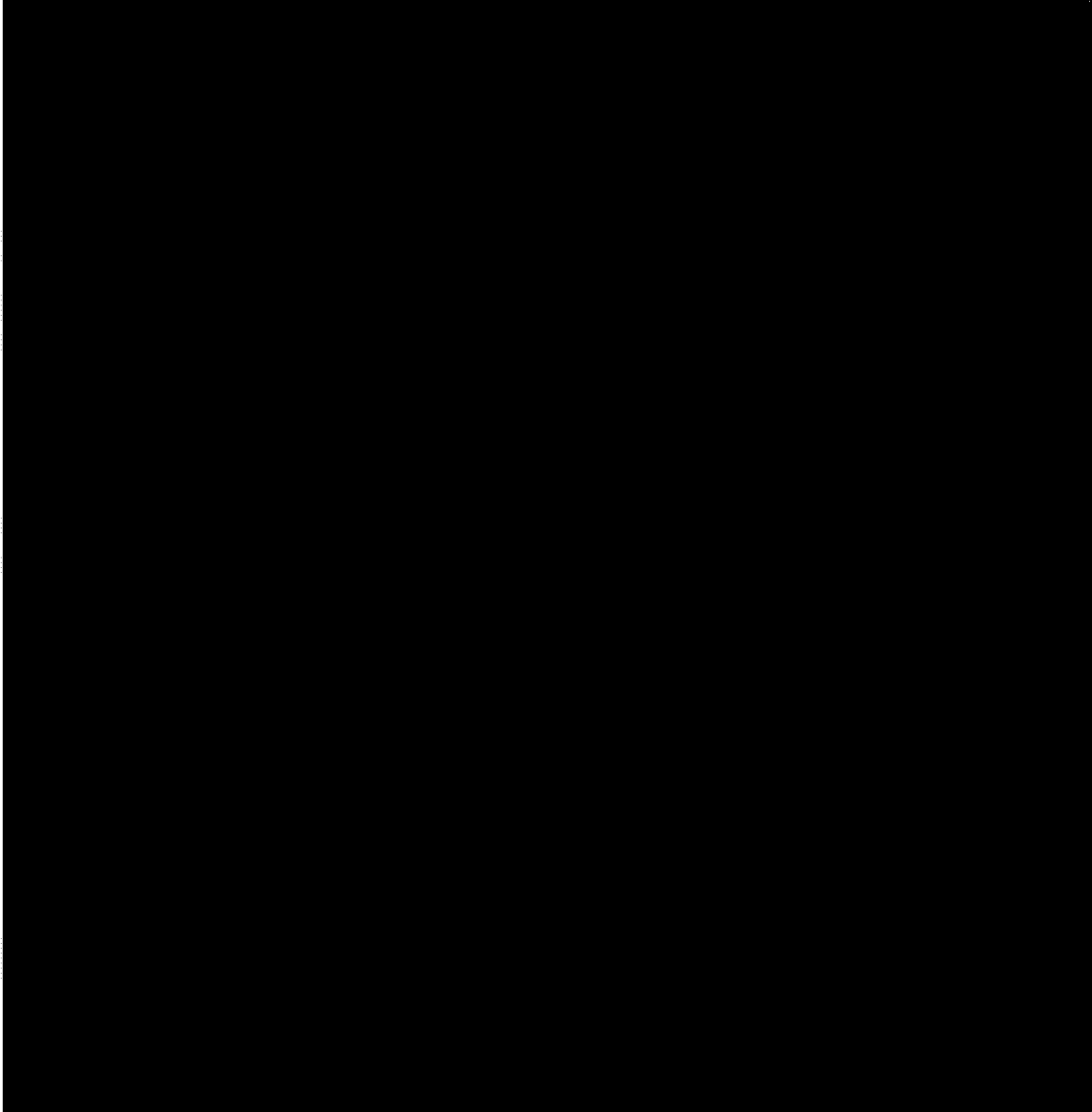
Date

July 23, 2012

Date



APPENDIX A



[Redacted]
ED

