

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>SEQUENCE:</b>	1	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	DAVID ROBERT MICKLEM	04/22/2016
	JAMES BRADLEY LORENS	04/22/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BERGENBIO AS	
<b>Street Address:</b>	JONAS LIES VEI 91	
<b>City:</b>	BERGEN	
<b>State/Country:</b>	NORWAY	
<b>Postal Code:</b>	5009	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	16224935	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(202)942-5999	
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<b>Phone:</b>	2029426728	
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<b>Correspondent Name:</b>	ARNOLD & PORTER KAYE SCHOLER LLP	
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<b>ATTORNEY DOCKET NUMBER:</b>	P35151US01/1104565.00015	
<b>NAME OF SUBMITTER:</b>	MICHAEL W. LEWIS	
<b>SIGNATURE:</b>	/michael w lewis/	
<b>DATE SIGNED:</b>	10/25/2022	
<b>Total Attachments: 8</b>		
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## ASSIGNMENT OF INVENTION & RELATED INTELLECTUAL PROPERTY RIGHTS

### PARTIES

- (1) **MICKLEM, DAVID ROBERT** of Repslagergaten 4b, 5033 Bergen, Norway;
  - (2) **LORENS, JAMES BRADLEY** of Kråkenesveien 10, 5152 Bønes, Norway;
- each an **Inventor** and together the **Inventors** as context dictates;
- (3) **THE UNIVERSITY OF BERGEN** (the **UIB**) and **BERGEN TEKNOLOGIOVERFØRING AS** incorporated and registered in Norway with company number 987 753 153 whose principal place of business is at Thormøhlensgate 51, 5006 Bergen, Norway (the **BTO**) referred to jointly as the **Employer**; and
  - (4) **BERGENBIO AS** incorporated and registered in Norway with company number 987 753 153 whose registered office is at Jonas Lies vei 91, 5009 Bergen, Norway (the **Assignee**).

### BACKGROUND

- (A) Each Inventor is an inventor of the Invention for which the Patent Applications have been or will be filed. The contributions of the Inventors to the Invention were made in the course of the duties of each Inventor as an employee of the UIB, and either the circumstances were such that an invention might reasonably have been expected to result from the carrying out of those duties, or the nature of those duties was such that the Inventor had a special obligation to further the interests of the UIB.
- (B) The Inventors and the UIB believe that, either by operation of law or by virtue of an agreement entered into by each of the Inventors and the UIB before the making of the Invention, the UIB was, at the time the Invention was made, entitled to the whole of the property in the contributions of the Inventors to the Invention.
- (C) Pursuant to the General cooperation agreement (Samarbeidsavtalen) between the UIB and the BTO dated 20.6.2011, the BTO is entitled to the whole property in the Invention.
- (D) The BTO has assigned or has agreed to assign all their rights, title and interest in, to and arising from the Invention and the Patent Applications to the Assignee.
- (E) In order to provide documentary evidence that the Assignee is the owner of both the legal title and the beneficial interest in the Patent Applications and in any contributions of the Inventors to the Invention, including any further contributions that the Inventors may make to the development or

improvement of the Invention, the Inventors and the Employer have agreed to execute this Assignment to assign to the Assignee all their rights, title and interest in, to and arising from the Invention and the Patent Applications on the terms set out in this Assignment.

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this Assignment.

**Completion Applications** means the completion patent applications, short particulars of which are set out in Part 2 of the Schedule.

**Future Applications** means any future applications linked by one or more priorities to the Completion Applications and all matter contained in such future applications.

**Invention** means the invention or inventions entitled ANTI-AXL ANTAGONISTIC ANTIBODIES.

**Patent Applications** means the Priority Applications, the Completion Applications and the Future Applications and any and all:

- (a) national and regional phase applications of all such applications; and
- (b) divisions, continuations and continuations-in-part of all such applications; and
- (c) patents that may be granted pursuant to any of the aforesaid applications for their full period, including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates.

**Priority Applications** means the priority patent applications, short particulars of which are set out in Part 1 of the Schedule.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

### **2. ASSIGNMENT**

In consideration of the sum of £1 (sufficiency and receipt of which the Inventors expressly acknowledge), each of the Inventors and the Employer hereby assign absolutely to the Assignee all their right, title and interest in Canada, the United States and all other countries of the world in, to and arising from the Invention and, with effect from immediately prior to the filing of each, the Patent Applications including (but not limited to):

- (a) in respect of the Invention and any invention that shall be disclosed in, and all matter that shall be contained in, any of the Patent Applications, the right to file applications, claim priority from such applications, and prosecute and obtain grant of patent or other intellectual property protection in respect of any country, region or territory in the world;
- (b) in respect of each and any Patent Application:
  - (i) the right to claim priority from and to prosecute and obtain grant of patents; and
  - (ii) the right to file divisional applications based on the Patent Applications and to prosecute and obtain grant of patent on each and any such divisional application;
- (c) the right to extend to, or register in or in respect of any country, region or territory in the world, each and any of the Patent Applications and to extend to or register in, or in respect of, any country, region or territory in the world any patent or other intellectual property protection granted on any of such applications;
- (d) the absolute entitlement to any patents granted pursuant to any Patent Application; and
- (e) the right to bring, make, oppose or defend claims or actions, appeal proceedings and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership of the Inventions and the Patent Applications, whether occurring before on or after the date of this Assignment.

3. FURTHER ASSURANCE

Each Inventor and the Employer shall, at the Assignee's cost, perform all further acts and things, and execute all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment, including (but not limited to):

- (a) documents required to be signed by or on behalf of the Inventors or the Employer in the course of any and all Canadian or United States or any other applications which relate to the Invention or to any inventions that shall be disclosed in any of the Patent Applications;
- (b) registration of the Assignee as applicant for, or proprietor of, the Patent Applications; and
- (c) assisting the Assignee in obtaining, defending and enforcing any of the Patent Applications, and assisting with any other proceedings which may be brought by or against the Assignee by any third party or in the resolution of any question concerning the Invention, or the

Patent Applications or any inventions that shall be disclosed in any of the Patent Applications.

**4. POWER OF ATTORNEY**

The Inventors, the Employer and the Assignee grant the firm of Mewburn Ellis LLP the power to insert in Part 3 of the Schedule to this Assignment any further identification of any existing or future patent applications in Canada or the United States or any other countries, regions or territories of the world, which shall fall within the scope of clause 2 above, or as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other patent office for the recordal of this Assignment. It is agreed that Mewburn Ellis LLP has represented only the Assignee and will continue to represent only the Assignee with respect to this Assignment.

**5. ISSUE OF PATENTS**

The Inventors and the Employer request the US Commissioner of Patents and the relevant authorities in all countries, regions and territories of the world to issue any patents granted for the Inventions or pursuant to any of the Patent Applications in the name of the Assignee (either alone or jointly with any co-applicant) in accordance with this Assignment.

**6. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**7. COUNTERPARTS**

This Assignment may be executed in any number of counterparts, each of which when executed shall constitute an original of this Assignment, but all the counterparts shall together constitute the same agreement.

**8. GOVERNING LAW AND JURISDICTION**

This Assignment shall be governed by and construed in accordance with the law of England and Wales. The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment.

**Schedule: The Patent Applications**

**Part 1: Priority Applications**

Country	Application No.	Application Date	Title
GB	1422605.4	18 December 2014	ANTI-AXL ANTAGONISTIC ANTIBODIES

**Part 2: Completion Applications**


Application No.	Application Date	Title
PCT/EP2015/080654	18 December 2015	ANTI-AXL ANTAGONISTIC ANTIBODIES

**Part 3: Identification of some, but not necessarily all, patent applications falling within the scope of clause 2 of this Assignment**


Country/region	Application No.	Application Date	Title	Signature for Mewburn Ellis LLP

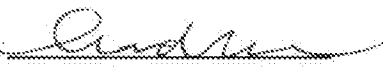
Executed by **DAVID ROBERT  
MICKLEM** in the presence of:

  
SIGNATURE OF INVENTOR

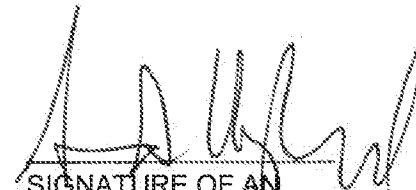
  
SIGNATURE OF WITNESS  
NAME: **ENDRE KJERLAND**  
ADDRESS: **C/O BERGENSTO 11**  
OCCUPATION: **ASSOCIATE DIRECTOR**  
DATE: **22 APR 2016**

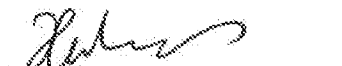
Executed by **JAMES BRADLEY  
LORENS** in the presence of:

  
SIGNATURE OF INVENTOR

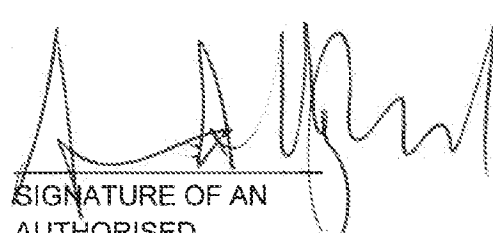
  
SIGNATURE OF WITNESS  
NAME: **ENDRE KJERLAND**  
ADDRESS: **C/O BERGENSTO**  
OCCUPATION: **ASSOCIATE DIRECTOR**  
DATE: **22 APRIL 2016**

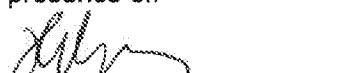
Executed by **THE UNIVERSITY OF  
BERGEN** acting by **ANDERS  
HAUGLAND**, an authorised  
representative, in the presence of:

  
SIGNATURE OF AN  
AUTHORISED  
REPRESENTATIVE  
[Anders Haugland]

  
SIGNATURE OF WITNESS  
NAME: **HALVOR AAS**  
ADDRESS: **EIDSVINGEN 42**  
OCCUPATION: **CRO 5101 BIODIVERSIT**  
DATE: **14/3/2016**

Executed by and **BERGEN  
TEKNOLOGIOVERFØRING AS**  
acting by **ANDERS HAUGLAND**,  
an authorised representative in the  
presence of:

  
SIGNATURE OF AN  
AUTHORISED  
REPRESENTATIVE  
[Anders Haugland]

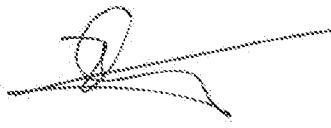
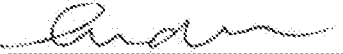
  
SIGNATURE OF WITNESS  
NAME: **HALVOR AAS**  
ADDRESS: **BIDSVINGEN 42**  
**5101 BIODIVERSIT**

**14/3/2016**



OCCUPATION: CFO BTO  
DATE 11/3/2016

Executed by **BERGENBIO AS**  
acting by **RICHARD GODFREY**,  
a director, in the presence of:

  
\_\_\_\_\_  
SIGNATURE OF DIRECTOR  
\_\_\_\_\_  
SIGNATURE OF WITNESS

NAME: ENDRE KORDLAND  
ADDRESS: C/O BERGENBIO  
OCCUPATION: ASSOCIATE DIRECTOR  
DATE: 18 MARCH 2016

