# 507999076 07/07/2023 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8046216

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT	
CONVEYING PARTY	ΔΑΤΑ			
		Name	Execution Date	
CARLOS SANZ MORENO			03/06/2017	
RECEIVING PARTY D	ΑΤΑ			
Name:	MEDLU	MEDLUMICS S.L.		
Street Address:	PLAZA [	PLAZA DE LA ENCINA 10-11		
Internal Address:	NÚCLEO	NÚCLEO 3, 2°A, TRES CANTOS		
City:	MADRID	MADRID		
State/Country:	SPAIN	SPAIN		
Postal Code:	28760	28760		
Property Type		Number		
		1331142		
CORRESPONDENCE	DATA			
CORRESPONDENCE		202)371-2540		
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### PATENT REEL: 064189 FRAME: 0258

#### Proprietary information and inventions agreement

March 6, 2017

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This agreement is entered into between:

(1) **MEDLUMICS, S.L.** a limited liability company incorporated under the laws of Spain, with registered office at Tres Cantos (Madrid), Ronda de Poniente 6, 2° A.

(the "Company"); and

(2) Mr. Carlos Sanz Moreno a Spanish national, with professional domicile at Tres Cantos (Madrid), Ronda de Poniente 6, 2° A

(the "Employee");

#### WHEREAS



II. The Employee and the Company have agreed to formalize this supplemental agreement to the Employment Agreement to record the rights that the Company has over any Intellectual Property (as defined below) that has been developed by the Employee whilst working as an employee of the Company and any other that the Employee may develop in the future.

#### CLAUSES



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"Intellectual Property Rights" ("IPR")	means any and all rights (registrable or not) to, including the rights to apply for, Intellectual Property; as well as all renewals, extensions and revivals. This includes but it is not limited to patents, utility models, Know-How, designs, trademarks, copyrights and related rights.
"Intellectual Property" ("IP")	means any invention, work, database, copyright, computer program, sign, mark, Know-How, design, eligible layout, chip topography, and any other proprietary information in or to the results of an intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not. This includes but it is not limited to inventions, innovations, computer programs, improvements,



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## 2. Transfer of industrial and intellectual property rights. Acknowledgment of rights.

- 2.1 The Employee acknowledges that the scope of the Employment Agreement comprises the performance of research and development activities to obtain "Intellectual Property Rights".
- 2.2 The Employee acknowledges that Rights of Intellectual Property derived from the work already performed, or to be performed, by him/her, as an individual or in collaboration, throughout the duration of his/her Employment Agreement and that:
  - (i) are the result of the activities directly or indirectly of subject-matter of the employment contract or related thereto;
  - (ii) are in execution of his/her duties; or
  - (iii) under instruction of the Company,

belong exclusively to the Company (without the Employee being entitled to receive any additional compensation), throughout the duration of these rights, for the maximum extent, in all jurisdictions, for the maximum period of time permissible, in all modes of exploitation and with the ability to subsequent assignment to third parties, in accordance with the terms expressed in the Spanish Patent Act, former Patent Act 11/1986 (Ley 11/1986 de Patentes), Royal Legislative Decree 1/1996 (Real Decreto Legislativo 1/1996) adopting the Modified Text of the Intellectual Property or Copyright Act (Texto Refundido de la Ley de Propiedad Intelectual) and any and all applicable additional or sectoral regulations.

- 2.3 The Employee acknowledges that all research activities in which he/she takes part can generate Intellectual Property Rights. These inventions may derive directly or indirectly from his/her normal and ordinary work under the Agreement, in execution of his/her duties or under instruction of the Company. The Company is free to protect its IPRs in a suitable form, including keeping it as Know-How or trade secret.
- 2.4 Pursuant to sections 2,1, 2.2 and 2.3, to the fullest extent legally possible, the Employee hereby transfers to the Company all IPRs existing or that may exist over created and/or developed during the term of the Agreement by the Employee or with his collaboration.

- 2.5 For the avoidance of doubt, any rights the Employee may have on Improvements, whether or not subject to protection by an exclusive right, are transferred to the Company as well, under the same terms as set out hereby.
- 2.6 The Employee has been informed of the legal presumption provided under Article 19 of the Spanish Patent Act unless proven otherwise, the inventions for which a patent application or other title of protection is filed within the next year subsequent to the termination of the employment relationship or service, are presumed to have been made during its term".
- 2.7 The transfer of IPRs and Know How (including Improvements) to the Company subject to the Spanish Patents Act and this Agreement is irrevocable, exclusive and with no remaining rights (except the moral rights) for the Employee.
- 2.8 The transfer of rights protected by copyright like computer programs, collaborations, derivative works and participation in collective works owned by the Company is made on an exclusive basis, with worldwide effects and for the maximum and permissible period of time. It covers all exploitation rights, the right to make derivative works, to public communication, distribution, reproduction and transformation.
- 2.9 The Company may exercise the rights established under this Clause 2 in the manner it considers more convenient, and through any form of exploitation, using any format or support, in any area of activity, even if it is not the Company's usual activity, and may even transfer them to third parties in the terms and conditions that it deems convenient, accepting hereby the Employee such transfer. The Company is not obliged to justify its policy of protection. The Company will inform the Employee when he/she is mentioned as inventor in a patent application or in collective works edited under the Company's direction.
- 2.10 The transfer of rights set out hereby does not affect the moral rights and other inalienable rights which will remain on the Employee.
- 2.11 The Employee hereby commits himself to inform the Company as soon as possible and, in any case, within the term of five (5) calendar days from the date that it has been developed or obtained, and by means of written communication including all the relevant data and reports, of any invention, innovation, improvement, developments, discoveries, processes or any other industrial or intellectual property right (IP and IPRs) that may arise as a result of the Employee's services to the Company under this Employment Agreement, including the cases where the Employee is working with other Employees or external consultants. In this regard, the Employee will follow all instructions concerning communications of inventions, laboratory books, and any others that the Company delivers to its employees.
- 2.12 The Employee:

- (i) acquires hereby the commitment of cooperating with and assisting the Company, (without receiving any additional compensation), to the degree required for the effectiveness of the rights of the Company under this agreement and under the Spanish Patents Act including the signing and execution of all such documents or the performance of all such acts necessary for the Company's ability to seek or obtain in any jurisdiction the registration of the IPRs set out hereby.
- (ii) shall refrain from any action, whether by action or by omission, which could be detrimental to any of the IPRs of the Company. In particular, and for those cases or countries in which it is legally required for industrial property titles applications to be filed by the inventor, the Employee authorizes hereby the Company to file, as inventor, to the competent authorities, both the applications for protection of any IPRs owned by the Company pursuant to this Clause 2, as well as any documents proving the transfer of such IPRs to the Company by the Employee. In any case, all expenses arising from the filing or processing of these requests or transfers will be assumed by the Company.
- (iii) agrees that the Company is neither required to request legal or registry protection (whether as copyright or as a patent, design or utility model or any other form of industrial property) for any Intellectual Property nor to maintain such protection once obtained, nor to use or exploit ant Intellectual Property Rights.
- (iv) agrees that the termination of the Employment Agreement does not affect the rights acquired by the Company under this Agreement according to this Clause 2.12 which shall remain in force after the termination of the Employment Agreement.



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This Agreement is executed by the Employee and the Company on the date above written and, as evidence of the mutual consent of both parties, it is signed by both hereunder.

THE COMPA ----Hellondes S.L. CIF/8-87.130.329 -P.p. MEDLUMICS, S.L. Carlos Sanz Moreno