# 508056300 08/09/2023 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8103454

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT				
CONVEYING PARTY D	ΑΤΑ						
		Name	Execution Date				
STORA ENSO OYJ			04/11/2023				
RECEIVING PARTY DA							
Name:		SITY OF HELSKINKI	Y OF HELSKINKI				
Street Address:	FABIANI	NKATU 33 (PO BOX 33)					
City:	HELSKINKI						
State/Country:	FINLAND						
Postal Code:	00014						
PROPERTY NUMBERS	S Total: 1		-				
Property Type		Number					
Patent Number:	99	944908					
CORRESPONDENCE	ΔΑΤΑ						
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## ASSIGNMENT AGREEMENT

THIS AGREEMENT (hereinafter "this Agreement"), effective on the date of last signature (hereinafter "Effective Date"), and made by and between:

**Stora Enso Oyj** (hereinafter "**Company**"), a corporation incorporated and registered under the laws of Finland, with a registered office at Salmisaarenaukio 2, 00180 Helsinki, Finland, the business ID 1039050-8 (the "**Company**"); and

**University of Helsinki** a Finnish legal entity, with a registered office at Fabianinkatu 33 (P.O. Box 33), 00014 University of Helsinki, Finland, the business ID 0313471-7 (hereinafter the "**University**").

Company and the University are hereinafter jointly referred to as the "**Parties**", and each of the Parties separately referred to as a "**Party**".

## BACKGROUND

- (A) The Parties have entered into a license agreement ("License Agreement") on 29<sup>th</sup> November 2011. The License Agreement has been amended with an amendment agreement ("Amendment Agreement") on 1<sup>st</sup> January 2017 (retrospective effect date).
- (B) The Parties are willing to agree that the Patents of the License Agreement are assigned to the Company.
- (C) Patents ("**Patents**") are listed in the Appendix 1. Otherwise, the terms defined in the License Agreement shall have the same definitions in this Agreement.

NOW THEREFORE in consideration of the mutual covenants and promises herein contained the Parties hereto agree as follows:

#### AGREEMENT

# **1 ASSIGNMENT AND RETAINED RIGHTS**

#### 1.1 Assignment

- 1.1.1 On the conditions contained in this Agreement, and against the consideration agreed to in Section 3, the University assigns on the Effective Date the ownership and all of its rights and title to the Patents to the Company. From the Effective Date onwards the Company shall bear all costs, liability and risk with regards to the Patents, and the University shall have no further obligations with regards to the Patents.
- 1.1.2 The Company agrees that the assignment pursuant to Section 11.1.1 shall be subject to the rights granted to the University under Section 1.2 and payment pursuant to Section 3.
- 1.1.3 The Company shall have a right to further transfer and assign its rights to the Patents to a bona fide arm's length third party ("**Assignee**") on the condition that the University is duly notified prior to the transfer and that the license to the Patents granted to the University under Section 1.2, is not affected and the Assignee is bound by it under the same terms and conditions as agreed to in this Agreement.

## 1.2 Retained Rights

The University retains free of charge and royalty free all such rights to the Patents as is required for it to fulfill any obligation under 1) any funding decision or agreement pertaining to the Patents and 2) any law, regulation or decision pertaining to the Patents. Without limiting the foregoing, the University shall in any case retain, and is hereby granted by the Company, free of charge, a worldwide, perpetual, royalty free right to use the Patents for research, teaching and other academic educational purposes and to grant sublicenses for these purposes. The

University and its sublicensees shall be free to modify the Patents and to create derivative works therefrom without any restrictions. Any such modifications and/or derivative works, including potential inventions, made by the University and its sublicensees shall be owned solely by the University and shall not be subject to the other terms of this Agreement. In case the University or their sub-licensees need a broader license to the Patents than what is granted herein, in order to practice and exploit the Universities' own or their sub-licensees' technology, such license to the Patents shall be separately negotiated between the University and the Company and granted on fair, reasonable and non-discriminatory terms.

## **2 IMPROVEMENTS AND NEW VERSIONS**

The Patents are assigned to the Company "as is" and "as available" on the Effective Date. For the avoidance of doubt, any derivative works, modifications, improvements or other changes made by the Company or the University or any of their (sub)licensees, Affiliates or any third party, to the Patents shall not be part of the Patents and any derivative works or other results (whether or not subject to intellectual property rights) that are based on the Company's or the University's or any of their (sub)licensees', Affiliates' or any third party's use of the Patents under the rights granted to and retained by the Company, the University, or any of their (sub)licensees, Affiliates or any third party pursuant to this Agreement, shall remain, subject to any agreement to the contrary, vested at the party who created, generated or developed the derivative work or other result.



#### **4 SUCCESSORS AND ASSIGNEES**

This Agreement shall inure to the benefit of the Parties and be binding upon the Parties and all successors and assignees. If the Company assigns this Agreement in accordance with Section 1.1.3 of this Agreement, the Company shall ensure that the said successor or assignee commits in writing to continued performance of this Agreement towards the University.



## **6 WARRANTIES AND REPRESENTATION**

# 6.1 Representation and Warranties of the Company

- 6.1.1 The Company represents and warrants to the University:
  - (i) that it has the legal right and power to enter into this Agreement and to fully perform its obligations hereunder; and
  - (ii) that it does not, and nor does its management, have any prior agreement or interest with a third party that would conflict with the obligations under this Agreement or which would reasonably be understood to cause a conflict of interest.

# 6.2 Representations and Warranties of the University

- 6.2.1 The University represents and warrants to the Company:
  - (i) that it has the legal right and power to enter into this Agreement; and
  - (ii) that at the time of signing of this Agreement there is, to the University's knowledge, no action, suit, investigation or proceeding pending against, or threatened against or affecting the Patents and that the University has not received notice from any governmental body of a violation or alleged violation of any statute, ordinance, order, rule or regulation with regard to the Patents.







IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the date first above written.

Stora Enso Oyj

Stina Sjögren Paulsson

Name: Stina Sjögren Paulsson Title: SVP, Group Intellectual Property 11.04.2023 11:15:37 (UTC +0300) UNIVERSITY OF HELSINKI

Ritva Maarit Dammert

Ritva Dammert Director of Development, Research Services 11.04.2023 10:30:45 (UTC +0300)

# **APPENDIX 1**

No.	Country of Filing	Status	Туре	Application/Provisional Number	PCT Number	Application Date	Intellectual Property Number	issue
239/2031-0	n Finland	issued	Priority	FI20116212	F)20316212	Dec 1, 2011	NORE	Apr 15
1229/2011-0	CNot Applicable (PCT App)		Other Patent	PCT/FI2012/051180	FI20116212	Nov 29, 2012	PCT/FI2012/051180	Nore
¥89/2011-0	S Uruguay	Abandoned	Other Patent	UY34483	None	Nov 30, 2012	None	Note
9239/2011-0	<loos< td=""><td>Abandoned</td><td>National Phase</td><td>Nore</td><td>None</td><td>May 30, 2014</td><td>PT313</td><td>tierene .</td></loos<>	Abandoned	National Phase	Nore	None	May 30, 2014	PT313	tierene .
0239/2011-0	5 China	Abandoned	National Phase	Nine	FI20116212	Jun 3, 2014	2012800595302	Nors-
1220/2011-0	©Europe	Abandoned	Nstiensf Phase	None	FI20116212	Jon 26, 2014	12806067.0	XXXX
9289/2011-0	i' Brazil		National Phase	NONY	FI20116212	Jun 2, 2014	1120140133670	Jan 16
9539/2011-0	RAustralia	Abandoned	National Phase	Ngizi	None	May 27, 2014	2012343693	Marene
0239/2011-0	9 Canada		National Phase	None	FI 20116212	May 22, 2034	2,856,621	Nors-
N220/2011-1	Olimited States		Notional Phase	US14/410,941	NGOS	Dec 23, 2014	9,944,903	Apr 17

RECORDED: 08/09/2023