

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8286751

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GENE SIGNAL INTERNATIONAL SA	11/28/2021
RECEIVING PARTY DATA	
Name:	LABORATOIRES KÔL
Street Address:	22 ALLÉE ALAN TURING
City:	CLERMONT-FERRAND
State/Country:	FRANCE
Postal Code:	63000
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10052343
CORRESPONDENCE DATA	
Fax Number:	
<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:	aoipdocket@nortonrosefulbright.com
Correspondent Name:	NORTON ROSE FULBRIGHT US LLP
Address Line 1:	98 SAN JACINTO BLVD
Address Line 2:	SUITE 1100
Address Line 4:	AUSTIN, TEXAS 78701
ATTORNEY DOCKET NUMBER:	ICOS.P0048US/1000357734
NAME OF SUBMITTER:	ASHLEY OVERTON
SIGNATURE:	/Ashley Overton/
DATE SIGNED:	11/20/2023
Total Attachments: 6	
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DEED OF ASSIGNMENT

BETWEEN:

The Bankruptcy Office of the District of Lausanne incorporated in the Canton of Vaud under the laws of Switzerland whose registered office is at Chemin du Trabandan 28/Entrée B, 1014 Lausanne, Switzerland, represented by Pascal Scheidegger, Préposé (hereinafter the "Assignor").

On the one part,

And

Laboratoires KÔL incorporated under the laws of France with company number 882021199 whose registered office is at 22 Allée Alan Turing, 63000 Clermont-Ferrand, represented by Sophie MOMEGE, President (hereinafter the "Assignee").

On the other part.

Each referred to as a "Party" and collectively the "Parties".

WHEREAS pursuant to the judgment of April 15th 2021, the bankruptcy of the company GENE SIGNAL INTERNATIONAL SA was declared and the Bankruptcy Office of the District of Lausanne was declared manager of the liquidation of GENE SIGNAL INTERNATIONAL SA.

WHEREAS GENE SIGNAL INTERNATIONAL SA WAS THE OWNER OF THE FOLLOWING INTELLECTUAL PROPERTY RIGHTS (HEREINAFTER THE "ASSIGNED IP"):



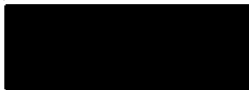
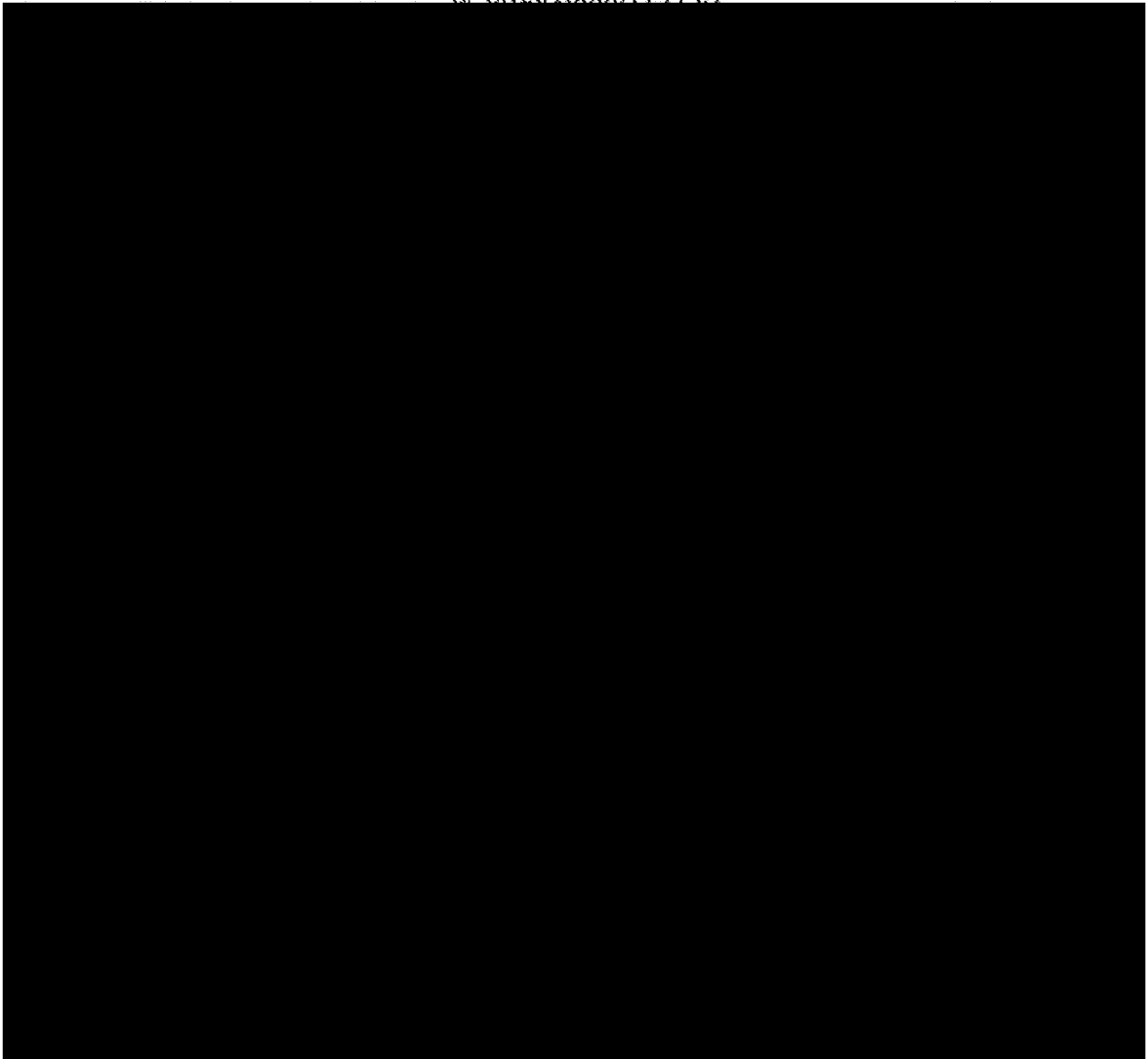
A handwritten signature in black ink, appearing to be a stylized name, is located in the bottom right corner of the page.

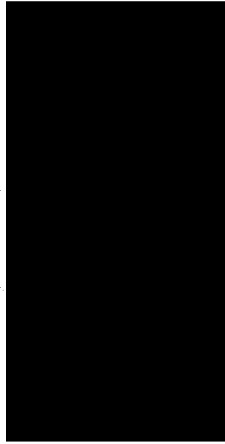


C. Family GS101-phosphate (727)

Sterile formulation comprising a stable phosphorothioate oligonucleotide

1. US10,052,343
2. US16/483189
3. EP18703305.5
4. AU2018214221
5. CA3051724
6. CN201880017414.1





The ASSIGNED IP were transferred to the Assignor pursuant to the judgment of April 15th 2021, by written agreement dated November 28, 2021.

The Assignor wishes to confirm said assignment of all its rights, titles and interests in and to the ASSIGNED IP, to the Assignor.

IT IS AGREED AS FOLLOWS:

A very faint, illegible signature or mark located below the text "IT IS AGREED AS FOLLOWS:".

A handwritten signature in black ink, consisting of several overlapping strokes, located in the lower right area of the page.

1. ASSIGNMENT

The Assignor hereby assigns to the Assignee all property, rights, titles and interests in and to:

- (a) the ASSIGNED IP as listed above in A through J;
- (b) the right of priority generated by the assigned registered patents, patent applications and trademarks, in accordance with Article 4 of the Paris Union Convention.

2. WARRANTIES

The Assignor warrants that:

- (a) it has the legal right and authority to execute this agreement (hereinafter the "Agreement"), and to validly assign the entire interests in the ASSIGNED IP to the Assignee;
- (b) it has not licensed or assigned, partially or totally, the ASSIGNED IP; ASSIGNED IP are free from any security interest, option, mortgage, charge or lien;
- (c) to the best of its knowledge, as of the date of signature of the Agreement, the ASSIGNED IP are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of the ASSIGNED IP;
- (d) so far as the Assignor is aware, exploitation of the ASSIGNED IP does not infringe the rights of any third party;

3. SCOPE OF THE ASSIGNMENT

- 3.1 The Agreement enters into force on the day of its execution by both Parties and is made for all territories covered by the ASSIGNED IP and, regarding the priority right, for the whole world.
- 3.2 The Assignee is subrogated in all the Assignor's rights on the ASSIGNED IP and will therefore be able to maintain and exploit the ASSIGNED IP directly or indirectly as sole owner.
- 3.3 The Assignee is granted the right to bring and defend proceedings, and obtain and retain any relief recovered (including damages or an account of profits) in respect of any infringement, or any other cause of action arising from ownership, of the ASSIGNED IP whether occurring before, on, or after the date of signature of the Agreement.

4. REGISTRATION OF THE ASSIGNMENT

The Assignee is in charge and bears the costs of the registration of the assignment of the ASSIGNED IP before the competent office.

5. ENTIRE AGREEMENT AND VARIATION

- 5.1 This Agreement and the documents referred to or incorporated in it constitute the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the Parties in relation to the subject matter of this Agreement.
- 5.2 Each of the Parties acknowledges and agrees that it has not entered into this Agreement in reliance on any statement or representation of any person other than as expressly incorporated in this Agreement.
- 5.3 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties to this Agreement.

6. SEVERABILITY

The invalidity, illegality or unenforceability of any provisions of this Agreement shall not affect the continuation in force of the remainder of this Agreement.

7. GOVERNING LAW AND JURISDICTION

- 7.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation including non-contractual disputes or claims shall be governed by and construed in accordance with the laws of Switzerland.
- 7.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the Canton de Vaud over any claim or matter arising under or in connection with this Agreement.

Drafted in two (2) original copies, one (1) for each Party

For **Bankruptcy Office of the District of Lausanne**
Pascal Scheidegger
Préposé
Date: 10.07.2023

For **LABORATOIRES KÔL**
Sophie MOMEGE
President
Date:

Signature:

Signature





Section: Bankruptcies

Sub-section: Publication of bankruptcy/call to creditors

Publication date: SHAB July 9th 2021

Additional publications: KABVD July 9th 2021

Expected expiry date: July 9th 2026

Publication number: KK02-0000019628

Publishing entity

Office des faillites de l'arrondissement de Lausanne, Chemin du Trabandan 28, 1006 Lausanne

Publication of bankruptcy/call to creditors GENE SIGNAL INTERNATIONAL SA

Debtors:

GENE SIGNAL INTERNATIONAL SA

CHE-112.692.741

Parc Scientifique EPFL, PSE-A

1015 Lausanne

Type of bankruptcy proceedings : summary

Date of bankruptcy opening : April 15th 2021

Legal comments:

The bankrupt's creditors and those with claims are requested to submit their claims or demands to the contact point within the specified timeframe, and to hand over their means of proof (deeds, extracts from books, etc.). The bankrupt's debtors must register with the contact point within the same time limit, under threat of the penalties provided for by law (art. 324, ch. 2, Swiss Penal Code). Those holding the bankrupt's assets in any capacity whatsoever are required to make them available to the contact point within the same time limit, under threat of the penalties provided for by law (art. 324, ch. 3, StGB). They will be deprived of their right of preference, unless a sufficient excuse is provided. The contact point indicated also applies to interested parties living abroad.

Notification in accordance with art. 231 and 232 LP, 29 and 123 ORF.

Delay : 1 month

Deadline : August 10th 2021

Contact:

Office des faillites de l'arrondissement de Lausanne, Chemin du Trabandan 28, 1006
Lausanne

021/3166502