

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8322823

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BASF SE	11/10/2023
RECEIVING PARTY DATA	
Name:	THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH
Street Address:	OLD COLLEGE, SOUTH BRIDGE
City:	EDINBURGH
State/Country:	UNITED KINGDOM
Postal Code:	EH8 9YL
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16118956
CORRESPONDENCE DATA	
Fax Number:	(202)857-6395
<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>	
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Email:	patentdocket@afslaw.com,gregory.forbes@afslaw.com
Correspondent Name:	ARENTFOX SCHIFF LLP
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Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	040918.00008
NAME OF SUBMITTER:	GREGORY FORBES
SIGNATURE:	/Gregory Forbes/
DATE SIGNED:	12/11/2023
Total Attachments: 6	
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PATENT ASSIGNATION

by

BASF SE

in favour of

The University Court of the University of Edinburgh

PATENT ASSIGNATION

by

BASF SE, registered in Germany under registration number HRB 6000 and having its registered office at 67056 Ludwigshafen, Germany ("**the Company**")

in favour of

THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH, a charitable body registered in Scotland under registration number SC005336, incorporated under the Universities (Scotland) Acts and having its main administrative offices at Old College, South Bridge Edinburgh EH8 9YL ("**the University**")

Background

- (A) The University entered into a Case Studentship Agreement with Bayer BioScience N.V. and Claire Holland dated 24 June 2010 and as amended by the Amendment to the Case Studentship Agreement effective 15 February 2011 ("**the Case Studentship Agreement**").
- (B) The inventions, as described in the Patent Rights, were conceived in the course of the project governed by the Case Studentship Agreement.
- (C) The Patent Rights were originally filed and managed by Bayer BioScience N.V. (or affiliated company), and thereafter, following the 2018 sale by Bayer AG to BASF SE of Bayer's selected crop science business, by Company. However, Company has confirmed that it no longer wishes to support the Patent rights and the University has taken on responsibility for the maintenance of the Patent Rights.
- (D) The Company has therefore agreed to assign the Patent Rights to the University on the terms and conditions set out in this Agreement.

Terms and Conditions

It is hereby agreed as follows:

1 DEFINITIONS

- 1.1 In this Agreement (including the recitals), the following terms shall have the following meanings:
 - 1.1.1 **Agreement** means this agreement together with the Schedule;
 - 1.1.2 **Effective Date** means the last date of execution of this Agreement;
 - 1.1.3 **Patent Rights** means the patents and patent applications listed in the Schedule; and
 - 1.1.4 **Schedule** means the schedule incorporated into, and forming part of, this Agreement.

2 ASSIGNATION

- 2.1 The Company hereby assigns to the University, with effect from the Effective Date, all its right, title and interest in and to the Patent Rights including:
- 2.2 in respect of any and each application in the Patent Rights:
 - 2.2.1 the right to claim priority from and to prosecute and obtain grant of patent; and
 - 2.2.2 the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- 2.3 in respect of each and any invention disclosed in the Patent Rights, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- 2.4 the right to extend to or register in or in respect of any country or territory in the world each and any of the Patent Rights, and each and any of the applications comprised in the Patent Rights or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications.
- 2.5 the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patent Rights or filed as aforesaid; and
- 2.6 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patent Rights or any patents granted on any of the applications in the Patent Rights or filed as aforesaid, whether occurring before on or after the date of this agreement.
- 2.7 All proceeding in connection with the Patent Rights shall be at the cost and expense of University.

3 WARRANTIES

The Company warrants to the University that:

- 3.1 it is properly registered as the proprietor of the Patent Rights;
- 3.2 it has not assigned or licensed any of the Patent Rights;
- 3.3 each Patent Right is free from any security interest, option, mortgage, charge or lien; and
- 3.4 it is unaware of any infringement or likely infringement of, or any challenge or likely challenge to the validity of, any of the Patent Rights or of anything that might render any of the Patent Rights invalid or subject to a compulsory licence order or prevent any application in the Patent Rights proceeding to grant.
- 3.5 Nothing in this Agreement shall be construed as warranty or representation of the Company of (i) merchantability and fitness for a particular use or (ii) that any manufacture, use or sale of products under the Patent Rights will be free from infringements of intellectual property rights other than the Patent Rights.

4 FURTHER ASSURANCE

- 4.1 The Company hereby undertakes to the University that the Company shall, at the expense of the University, execute, sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the University to enable the University or its nominee to enjoy the full benefit of the rights assigned by this Agreement.

5 WAIVER

- 5.1 Failure by either party to enforce at any time for any period any term of this Agreement does not constitute and shall not be construed as a waiver of such terms and shall not affect the right later to enforce such term and any other term in this Agreement.

6 SEVERABILITY

- 6.1 If any provision of this Agreement is held to be void or unenforceable by any legislation or judicial or administrative authority, such provision shall be deemed to be severable and shall not affect the validity of the remaining portion of this Agreement which shall remain in force and effect as if this Agreement had been granted with no such provision and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including therein any such provision.

7 ENTIRE AGREEMENT

- 7.1 This Agreement, along with the Case Studentship Agreement sets out the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understandings or arrangements whatsoever between the parties.
- 7.2 The University entered into a collaborative research agreement with Bayer CropScience LP, effective 1 January 2016, to carry out a project entitled 'Hetero-trans-b-glucanase (HTG), a unique cell-wall remodelling enzyme from Equisetum: action and potential to enhance mechanical properties of cereals' ("the Collaboration Agreement"). The rights and obligations of Bayer CropScience LP under the Collaboration Agreement were assigned to BASF Agricultural Solutions Seed US LLC and thereafter to BASF Corporation on 22 July 2019. BASF Corporation is affiliated to BASF SE ('Company' under this Agreement). To avoid misunderstanding and except to what is set forth in this Agreement regarding the assignment of the Patent Rights, the Collaboration Agreement remains in effect as per its terms unless otherwise agreed in writing between the Parties.

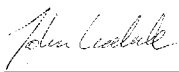
8 GOVERNING LAW AND JURISDICTION

- 8.1 This Agreement, all questions of construction, validity and performance under this Agreement and any dispute arising out of or in connection with the subject matter of this Agreement shall be governed by laws of Scotland and the parties hereby irrevocably prorogate the exclusive jurisdiction of the Scottish courts.
- 8.2 This Agreement (or any amendment thereto) may be executed in any number of counterparts, including scanned PDF documents. Each such counterpart or scanned PDF document shall be deemed an original instrument, and all of such counterparts, together,


shall constitute one and the same executed Agreement (or amendment thereto), binding on the Parties as if each had signed the same document. For the purpose of executing this Agreement (or any amendment thereof), PDF image or electronic signatures rendered via an electronic signature service (e.g. DocuSign, AdobeSign) shall be treated as original signatures if in accordance with the applicable law.


IN WITNESS WHEREOF these presents consisting of this and the preceding page have been executed by the Company and the University in duplicate as follows:

For and on behalf of the University Court of the University of Edinburgh by:

Signature: 
Name: John Lonsdale
Designation: Head of Enterprise Services
Date: 10/11/23

For and on behalf of BASF SE by:

Signature: 
Christine Amshoff (Nov 10, 2023 12:57 GMT+1)
Name: Christine Amshoff
Designation: Senior Counsel
Date: 10/11/23

Signature: 
Name: Andreas Popp
Designation: SVP IP
Date: 10/11/23

This is the Schedule referred to in the foregoing Agreement by BASF SE in favour of the
University Court of the University of Edinburgh

The Patent Rights

Task ID	Application Type	Country	Application Number	File Date	Status	Title
TEC1102536	First Filing	Europe	EP1318572.8	24/09/2013	Replaced by other application	Novel hetero-transglycosylase and uses thereof
TEC1102536	First Filing	Europe	EP13192054.8	08/11/2013	Replaced by other application	Novel hetero-transglycosylase and uses thereof
TEC1102536	PCT	WIPO	PCT/EP2014/070381	24/09/2014	Replaced by other application	Novel hetero-transglycosylase and uses thereof
TEC1102536	National Phase	Australia	2014327258	24/09/2014	Granted	Novel hetero-transglycosylase and uses thereof
TEC1102536	National Phase	Brazil	1120166058593	24/09/2014	Abandoned	Novel hetero-transglycosylase and uses thereof
TEC1102536	National Phase	Canada	2925093	24/09/2014	Abandoned	Novel hetero-transglycosylase and uses thereof
TEC1102536	National Phase	China	201480052405.8	24/09/2014	Granted	Novel hetero-transglycosylase and uses thereof
TEC1102536	National Phase	Eurasia	16/090634	24/09/2014	Abandoned	Novel hetero-transglycosylase and uses thereof
TEC1102536	National Phase	Europe	14772338.1	24/09/2014	Granted	Novel hetero-transglycosylase and uses thereof
TEC1102536	Validated EPC	Belgium	14772338.1	24/09/2014	Granted	Novel hetero-transglycosylase and uses thereof
TEC1102536	Validated EPC	France	14772338.1	24/09/2014	Granted	Novel hetero-transglycosylase and uses thereof
TEC1102536	Validated EPC	Germany	60 2014 023 804.1	24/09/2014	Granted	Novel hetero-transglycosylase and uses thereof
TEC1102536	Validated EPC	Poland	14772338.1	24/09/2014	Granted	Novel hetero-transglycosylase and uses thereof
TEC1102536	Validated EPC	Switzerland	14772338.1	24/09/2014	Granted	Novel hetero-transglycosylase and uses thereof
TEC1102536	Validated EPC	United Kingdom	14772338.1	24/09/2014	Granted	Novel hetero-transglycosylase and uses thereof
TEC1102536	National Phase	India	201617009950	24/09/2014	Abandoned	Novel hetero-transglycosylase and uses thereof
TEC1102536	National Phase	Mexico	MX/A/15/003305	24/09/2014	Granted	Novel hetero-transglycosylase and uses thereof
TEC1102536	National Phase	South Africa	2016/01880	24/09/2014	Granted	Novel hetero-transglycosylase and uses thereof
TEC1102536	National Phase	Ukraine	16004504	24/09/2014	Granted	Novel hetero-transglycosylase and uses thereof
TEC1102536	National Phase	USA	15/023153	24/09/2014	Abandoned	Novel hetero-transglycosylase and uses thereof
TEC1102536	US Cont/Div	USA	16/844489	09/04/2020	Abandoned	Novel hetero-transglycosylase and uses thereof
TEC1102536	US Cont/Div	USA	16/118956	31/08/2018	Granted	Novel hetero-transglycosylase and uses thereof