

CASTELLANOS & Co.

ABOGADOS
Calle 94 A No. 7 A - 09
Bogotá, D.C., COLOMBIA

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO



No. 10-021841- -00002-0000

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Act. 444 RESPUESTAREQUE Folios: 18

Señor

Jefe de la División de Nuevas Creaciones

Superintendencia de Industria y Comercio

Ministerio de Comercio, Desarrollo, Industria y Turismo

E. S. D.

Ref.: Expediente No. 10.021.841

Solicitud de Patente de Invención Fase Nacional para: **USO DE URATO OXIDASA PARA EL TRATAMIENTO O PROFILAXIS DE TRASTORNOS O SECUELAS INDIRECTAS DEL CORAZÓN CAUSADAS POR SUCESOS ISQUÉMICOS O DE REPERFUSIÓN**

Solicitante: **SANOFI-AVENTIS**

RESPUESTA A EXAMEN DE FORMA

LUIS PATIÑO LEIVA, mayor de edad, identificado y domiciliado como aparece al pie de mi firma, en atención a su oficio No. 005046 notificado el 16 de abril de 2010 atentamente me permito dar respuesta al mismo de la siguiente manera:

Establece el funcionario examinador que:

“La solicitud no contiene la copia del documento en que consta la cesión del derecho a la patente del inventor al solicitante o a su causante”.

Con el objeto de atender a las anteriores observaciones, me permito presentar los siguientes documentos:

- Documento de cesión de los inventores a la sociedad solicitante debidamente apostillado junto con su respectiva traducción oficial.

ASSIGNMENT

Los suscritos
(We, the undersigned)

- 1) Prof. Dr. Wolfgang Linz, c/o Sanofi-Aventis Deutschland GmbH, 65926 Frankfurt am Main, Alemania
- 2) Dr. Matthias Schaefer, c/o Sanofi-Aventis Deutschland GmbH, 65926 Frankfurt am Main, Alemania

Los Inventores son ciudadanos de Alemania
(The inventors are citizens of Germany)

declaramos que somos los inventores de la invención que lleva el título *Uso de urato oxidasa para el*
(declare that we are the inventors of the invention titled) *tratamiento profiláctico de trastornos del corazón*
causados por sucesos isquémicos o de
Use of urate oxidase for the treatment or prophylaxis of disorders or indirect sequelae of reperfusion
the heart caused by ischemic or reperfusion events

y que hemos cedido el derecho sobre esta invención en Colombia, junto con los privilegios y
(and that we have assigned our rights over this invention in Colombia, together with its privileges
and

anexidades a favor de **sanofi-aventis**, domiciliada en **174 avenue de France, 75013 Paris, France**

(attachments, to **sanofi-aventis** domiciled in **174 avenue de France, 75013 Paris, France**)

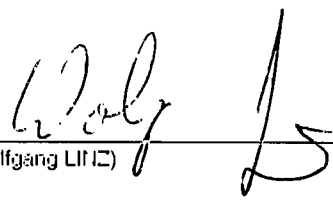
Firma de los cedentes

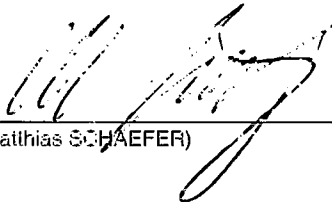
Firmado en _____
El _____

Signatures of Assignors

Signed at _____
on _____

Inventors:

1st:  _____
(Wolfgang LINZ)

2nd:  _____
(Matthias SCHAEFER)

sanofi-aventis


(Dieter Breuer)

Signature of Assignee
Signed at **Frankfurt am Main, Germany**
On _____

Firma del Cesionario
Firmado en
el _____

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No. 66 of the Roll of Deeds for 2010

I, the undersigned Dr. Oleg de Lousanoff, Notary in Frankfurt am Main (Federal Republic of Germany) hereby certify that

1. Dr. Wolfgang Johann Linz, date of birth: April 10, 1951, having his business address at: Industriepark Höchst, Building K 801, 65926 Frankfurt am Main (Germany), who identified himself by submission of his German identity card No. 217548026,
2. Dr. Dieter Breuer, date of birth: May 01, 1950, having his business address at: Industriepark Höchst, Building K 801, 65926 Frankfurt am Main (Germany), personally known to me,

have subscribed the signatures on the first page of the annexed document in my presence.

To document the power of representation regarding sanofi-aventis a copy of an instrument dated March September 18/21, 2007 granting "Subdelegation of Powers" to Dr. Dieter Breuer for sanofi-aventis is attached; I herewith certify that the attached copy of said document "Subdelegation of Powers" is a true copy of the original which has been presented to me.

The Notary has informed the persons appearing about the provision of Section 3, Subsection 1, No. 7 of the Recording Act (Beurkundungsgesetz). The persons appearing thereupon have stated that the Notary is not prevented from recording under such provision.

Frankfurt am Main, March 2, 2010



de Lousanoff
de Lousanoff
Notary

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POWERS

1) in the commercial field within the field of his competences :

- a) to undertake all day-to-day commercial operations, to purchase and sell all goods, raw materials, equipment, etc., to sign all contracts,
- b) to negotiate, conclude, cancel and modify all agreements and undertaking of any kind whatever concerning the company's day-to-day business, the purpose of which is not the exclusive competence of the corporate bodies, except for the agreements expressly set out in point 4.b below.

2) in the financial field :

- a) to subscribe, take, constitute, give and accept all guarantee undertakings and all sorts of undertakings relating to day-to-day commercial operations,
- b) to represent the company in all constituent meetings, in all ordinary or extraordinary general meetings and, generally, to take part in all deliberations of associates or company shareholders, associations and economic interest groupings of which the company is a member, to participate in all votes, to take all decisions, to seek all justifications, to read all statements or reports, to discuss them, to approve or dispute all accounts, to confer all offices and notably to appoint all directors, auditors, censors, to accept and to exercise in his capacities, all offices, to participate in all board meetings, to sign all documents and minutes and, generally, to do what is required,
- c) to authorise, conclude and accept all representation mandates with all individuals and all organisations of any kind whatever, whether company, association, grouping, union or other, this listing being only indicative but not limiting, on condition that these representation mandates are compatible with both the legal and statutory provisions of the said organisations,
- d) to sign all receipts, mandates or cheques, to receive all dividends fallen due or accruing,
- e) to operate the ordinary current account and all other bank or postal accounts, and in consequence to undertake all account-to-account transfers, and sign to this end all transfer orders,
- f) to receive and pay out all postal and telegraphic mandates, whether international or not, sent on the same terms, to give to this end all discharges, and to annotate and sign all registers, receipts and documents.

3) in the property field

- a) to make, accept, extend or renew the leases necessary for the satisfactory conduct of the company and building leases, either as lessor or as lessee, for the time and with the prices, charges and terms which they shall judge appropriate, to cancel them with or without indemnities, to give and accept all notices, to have drawn up all inventories of fixtures, to have undertaken all work and repairs, to make and accept all transfers of leases on all conditions which they shall judge of use, to stipulate all methods of payment, to contract all direct undertaking towards lessors, to determine all agreements,
- b) to manage and administer all buildings belonging totally or partially to the company. To proceed with all new constructions, repairs, reconstructions, improvements, restorations, works of enlargement or works to raise the structure of a building which be necessary or of use. To this end, to sign all estimates, deals or contracts with all entities, architects, contractors or workers, all companies or government departments, and to pay the sum of all memoranda,
- c) to seek from government departments building permits or other authorisations, to make all declarations of completion of works, to provide all relevant papers required for the satisfactory conduct of the company.
- d) To represent the company in all meeting of co-owners or lessees, to take part in all deliberations of these meetings, to participate in all votes and take all decisions, to discuss, approve or dispute all accounts.

4) in the field of administration and tangible and intangible property :

- a) to proceed with the purchase and sale of business and corporate rights in France and abroad for the prices and on the terms which they shall advise,
- b) to negotiate, conclude, cancel or modify all agreements and undertakings of any kind whatever relating to (i) the purchase, (ii) transfer, (iii) licensing (as the lender or giver) of intangible property rights such as, notably, patents, trademarks, expert knowledge, copyright, designs and models,
- c) to purchase, lease or sell all movable objects, of whatever kind and, notably, all computers, accounting machines, photocopying machines, equipment, supplies and printed documentation, to conclude all information technology or telematics or remote distribution service contracts, with the methods, prices, charges and terms which they shall advice, to conclude all movable leasing contracts on the same terms, to undertake the installation, maintenance and repair of equipment, to conclude to this end all contracts, deals and treaties with all companies or government departments, to stipulate all terms, to pass all orders, to accept, have modified or refuse all estimates, to take all deliveries of equipment, supplies or printed documentation, to conclude all transport contracts for the displacement of computer or other equipment, to undertake all necessary checks, to appoint all experts, revoke them, appoint others, and refer to their decisions or dispute them,

- d) to negotiate and conclude all contracts with individuals and legal entities, under public law or private law, for the purpose of undertaking the study and promotion of the image of the company, of its products and services, both in France and abroad, by all graphical, written, radiophonic, cinematographic, televisual or other means, to request or accept cancellation of all contracts, deals or treaties with or without indemnities, to determine indemnities, and receive or pay them,
- e) to make and accept all bids, conclude all contracts, treaties, deals and ventures on a set-price or other basis, concerning notably work: to microfilm all documents or manufacture of microfiches, design of letters, management or destruction of archives or bursar's offices; transport of goods or persons; shipment or receipt of messages, telex, management of sites (heating, guarding, personnel catering, etc.) and maintenance of technical installations and of goods, movables or immovables,
- f) to recruit temporary or occasional personnel and conclude training contracts, to cancel, with or without indemnity, previous contracts. To the above ends, to pass and sign all deeds and documents, to elect domicile and, generally, do what is required,
- g) to subscribe with all companies all insurance policies of any kind whatever: damage insurance, civil liability, operating loss, life insurance, civil liability, operating loss, life insurance, against accidents or all other risks, this listing simply being enunciative and not limiting,
- h) to these various ends, to sign all policies according to the general or special clauses and terms which the representatives shall advise, to pay all premiums or additional premiums, to make all casualty declarations, to have all experts appointed, to approve or dispute their reports, to compromise, to receive all indemnities, and to give full and complete discharge of them,
- i) to suspend, modify, transfer or cancel all policies, to replace with or without guarantee the said company in all rights, actions and recourse of the mandator against all third parties or guarantors generally whatever.
In the event of dispute, to summon the company before all courts, to obtain all legal rulings, and have them enforced.
- j) to see that all the legislative and regulatory provisions relative to environmental protection are satisfied; if applicable, to implement, under the internal operation plan (POI), the organisational methods, the intervention methods and the resources intended to protect the personnel, populations and the environment in the event of a casualty.
- k) to withdraw from all post offices, and from all haulage shipments, parcels services, railways, maritime or other government departments, all registered letters sent poste restante or to domicile, together with all parcels, packages and other objects sent to the company,
- l) to subscribe, transfer, and terminate on the terms set out by the Post and Telecommunications administration all telephone subscriptions.

5) in the field of personnel management:

- a) to engage and make redundant company personnel, in all categories of personnel,
- b) to take full charge and liability for the company's operation, i.e. supervision of application by the personnel of the regulations concerning the company's activities, the disciplinary power required over the said personnel for the satisfactory performance of the tasks incumbent on them, and compliance with the regulations.
- c) to take all measures and decisions with a view to applying or having applied the statutory legislative or contractual provisions relative to health, safety and working conditions and, in particular, to take all useful measures to remove immediately any person exposed to a cause of serious and imminent danger, by ordering as required temporarily cessation of all or part of the work or activities in question, stoppage of the working facilities or installations concerned, or immobilisation of the site plant or vehicles involved.
- d) To represent the company in all negotiations with unions representing the personnel.

6) Concerning settlements with debtors:

- a) to sign all treaties, agreements, transactions and compromises with all debtors,
- b) to accept all guarantees and require all registrations in favour of the company to guarantee all sums which might be due in the form of principal, interest and secondary costs,
- c) to represent the company in all procedures for collective settlement of claimants in France or abroad, notably in all amicable settlement procedures, legal settlement procedures, goods liquidation, provisional suspension of proceedings, company compulsory administration or winding-up by court decision, to produce or declare the company's claim to any person authorised to receive it, and notably the claimants' representative, to supply all documentary proof, to form with the authorities and notably with the official receiver all complaints.

7) For the institution of proceedings:

- a) in case of difficulties on the part of any party, or should payment not be made by any debtor, to undertake all necessary proceedings, to make all summons to pay before execution, processes after reminders, summons and writs of summons, to appear either as plaintiff or as defendant before all legal or administrative courts, to file all complaints with constitution of plaintiff claiming damages, to bring about agreement if possible, and to intervene before any arbitration court.
 - b) Should to agreement be forthcoming, to lodge an appeal before the competent courts, forming all petitions there, defending those instituted, to constitute all counsels and other defendants, to revoke them, to constitute others, to intervene in all cases, to give notice of all appeals or defend in relation to all instituted appeals, to lodge an appeal for annulment or defend it, to make all consignations, to obtain all judgments and decrees, to have them served and enforced by all legal means.
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8) in relation to the fiscal and customs administrations:

- a) to represent the company with all fiscal or customs departments, to have all applications for relief from taxation, cancellation, rebate or moderation of contributions which the company is obliged to pay in any location whatever, to sign and present to this end all memoranda, petitions or declarations, to require all expert analyses, to represent the company before all courts, to take all useful measures to preserve and defend the company's rights, to accept all decisions or appeal against them, to compromise, to sign all documents and, generally, to do what is required by the circumstances,
- b) to stand as a responsible representative of foreign companies for the Treasury and the Customs services.

9) For formalities:

- a) to represent the company in France or outside France with all public or private organisations, all Post and Telecommunications administrations, Customs departments, registration departments, direct and indirect tax departments, prefectures, town halls, and to make to them all declarations and accomplish all operations,
- b) to present themselves at all Commercial Court's clerk's offices and all related government department for the purpose of subscribing and filing all declarations in the Trade and Companies Register, to seek all registration or cancellations, to obtain all information or relevant papers both for the company and on behalf of third parties,
- c) to seek from the National Industrial Property Institute, or any foreign agency or office, the filing and registration of all patents, trademarks, manufacturing marks, models, designs, abbreviations and logos, and to have all state of the art searches undertaken, to institute all trials for infringement of copyright or fraudulent imitation,
- d) to undertake with all ministries, courts, government departments or related departments declarations and deposits of all periodicals published by the company,
- e) to have translated or certified all documents, deeds or papers of any kind,
- f) to pay all duties or costs, and to give or receive all receipts or discharges.

Collaborators thus authorised to act separately may substitute one or more persons acting separately in respect of some of their powers, and revoke all mandates consented by themselves.

D. J. M.
Paris, September 13th, 2007

Karen Lusha
Paris, September 13th, 2007

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No. 80 of the Roll of Deeds for 2010

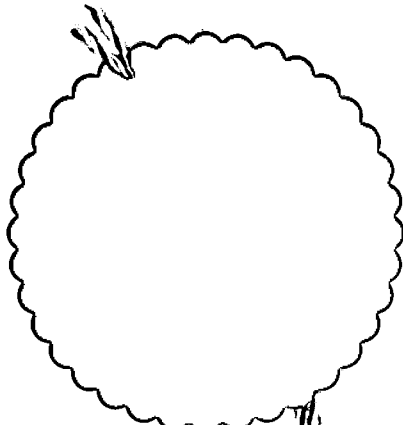
I, the undersigned Dr. Oleg de Lousanoff, Notary in Frankfurt am Main (Federal Republic of Germany) hereby certify that

Dr. Matthias Schäfer, date of birth: February 09, 1966,
having his business address at: Industriepark Höchst, Building K 801,
65926 Frankfurt am Main (Germany), personally known to me,

has subscribed the signature on the first page of the annexed document in my presence.

The Notary has informed the person appearing about the provision of Section 3, Subsection 1, No. 7 of the Recording Act (Beurkundungsgesetz). The person appearing thereupon has stated that the Notary is not prevented from recording under such provision.

Frankfurt am Main, March 10, 2010



de Lousanoff
de Lousanoff
Notary

Statement of Fees

Value: EUR 38.000,00 pursuant to § 30 I KostO

Fee pursuant to §§ 141/45 I S. 1 KostO

EUR 27,00

Fee pursuant to §§ 141/32/58 I KostO

EUR 27,00

Postage pursuant to § 52 II Nr. 1 a) KostO

EUR 1,45

Subtotal

EUR 55,45

VAT 19 % pursuant to § 151a KostO

EUR 10,54

Total

EUR 65,99

de Lousanoff
Notary

57
72

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APOSTILLE

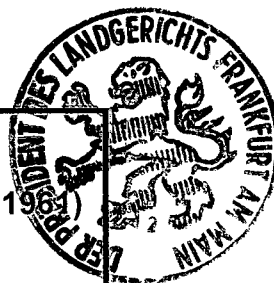
(Convention de la Haye du 5 octobre 1961)

1. Land: Bundesrepublik Deutschland
Diese öffentliche Urkunde
2. ist unterschrieben von Dr. Oleg de Lousanoff
3. in seiner Eigenschaft als amtlich bestellter Notar
4. sie ist versehen mit dem Siegel/Stempel des(der)
Notars

Bestätigt

5. in Frankfurt/Main
6. am 11.03.10
7. durch den Herrn Präsidenten des Landgerichts
8. unter Nr. 91 Ea A 2023
9. Siegel/Stempel
10. Unterschrift

i.V. Franke



Traducción Oficial del Inglés de las autenticaciones de firmas (Registro Notarial No. 66 para el año 2010 y Registro Notarial No. 80 para el año 2010) adjuntas al documento de cesión mediante el cual los inventores Prof. Dr. Wolfgang Linz y Dr. Matthias Schaefer ceden la invención titulada "Uso de urato oxidasa para el tratamiento o profilaxis de trastornos del corazón causados por sucesos isquémicos o de reperfusión" a la compañía sanofi-aventis domiciliada en 75013 París, Francia.

Registro Notarial No. 66 para el año 2010

Yo, el suscrito Dr. Oleg de Lousanoff, Notario en Frankfurt am Main, República Federal de Alemania, mediante este documento certifico que

1. el Dr. Wolfgang Johann Linz, fecha de nacimiento: 10 de Abril de 1951, con domicilio comercial en: Industriepark Höchst, Edificio K 801, 65926 Frankfurt am Main, Alemania, quien se identificó mediante la presentación de su cédula de identidad alemana No. 217548026,
2. el Dr. Dieter Breuer, fecha de nacimiento: 01 de Mayo de 1950, con domicilio comercial en: Industriepark Höchst, Edificio K 801, 65926 Frankfurt am Main, Alemania, conocido personalmente por el suscrito Notario,

suscribieron en mi presencia las firmas que aparecen en la página anterior.

Para documentar el poder de representación con respecto a sanofi-aventis se adjunta una copia de un instrumento fechado el 18/21 de Septiembre de 2007 que otorga "Subdelegación de Poderes" al Dr. Dieter Breuer para sanofi-aventis; mediante la presente yo certifico que la copia adjunta del mencionado documento de "Subdelegación de Poderes" es una copia fiel y

Registro Notarial No. 80 para el año 2010

Yo, el suscrito Dr. Oleg de Lousanoff, Notario en Frankfurt am Main, República Federal de Alemania, mediante este documento certifico que

el Dr. Matthias Schäfer, fecha de nacimiento: 09 de Febrero de 1966, con domicilio comercial en Industriepark Höchst, Edificio K 801, 65926 Frankfurt am Main, Alemania, quien es conocido personalmente por el suscrito Notario,

suscribió en mi presencia la firma que aparece en el documento adjunto.

El Notario informó a la persona compareciente acerca de lo dispuesto en la Sección 3, Subsección 1, Numeral 7 de la Ley de Notarización. La persona compareciente declaró acto seguido al Notario que no tiene impedimento alguno de acuerdo con tal disposición.

Frankfurt am Main, 10 de Marzo de 2010

Dr. Oleg de Lousanoff
Notario en Frankfurt am Main
(Firma y Sello Oficial)

----- (continúa en la 4ª página) -----



2020
Bogotá D.C.,

Doctor(a)
PATIÑO LEYVA LUIS
Apoderado(a) y/o Representante de
SANOFI-AVENTIS

REFERENCIA	Radicación No.	10 21841
	Solicitud internacional	PCT/EP2008/006858
	Fecha inicio fase nacional	05/04/2010
	Trámite	11
	Evento	378
	Actuación	416
	Oficio No.	11879
	Folios	1

Teniendo en cuenta que la solicitud de privilegio de patente que se tramita bajo el expediente indicado en la referencia, reúne los requisitos de forma establecidos en la Decisión 486 de la Comisión de la Comunidad Andina, el Tratado de Cooperación en Materia de Patentes (PCT), el Reglamento y la Circular Única de la Superintendencia de Industria y Comercio, se envía el extracto de la solicitud a la Oficina de Comunicaciones para efecto de su publicación en la Gaceta de Propiedad Industrial.

Cúmplase
Dado en Bogotá DC,

14 ENE. 2011

JOSE LUIS SALAZAR LOPEZ
Director de Nuevas Creaciones (E)

jfernand