

Clarke, Mor

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SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO



No. 10-052816- -00002-0000

Fecha: 2010-07-13 15:04:28 Dep. 2020 DIR.NUEVASCR
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P-2542

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO
DIVISION DE NUEVAS CREACIONES

E. S. D.

Ref.: Expediente No. 10.052.816
Solicitud de Patente a nombre de
NOVARTIS AG

Yo, DILIA MARÍA RODRÍGUEZ D'ALEMAN, identificada como aparece al pie de mi firma, domiciliada en la Carrera 11 No. 86-53, piso 6, obrando como apoderada de la sociedad **NOVARTIS AG** domiciliada en Basilea, Suiza, solicitante de la patente de la referencia, en respuesta al oficio No. 07126 notificado por fijación en lista el día 4 de junio de 2010, me permito presentar el documento (1) en que consta la cesión del derecho a la patente otorgada por los inventores a favor de mi mandante.

Sobre el particular, es importante resaltar que de conformidad con las normas legales vigentes, artículo 1 de la Resolución 210 de 2001, expedida por el Superintendente de Industria y Comercio y artículo 2 de la Convención de la Haya, el documento en inglés que se pretenda aportar como parte de los trámites de propiedad industrial ante la Superintendencia de Industria y Comercio no requieren traducción. Por otro lado, la legalización consular y/o diplomática de los documentos expedidos en el extranjero no es necesaria. Por lo tanto, el documento de cesión anexo a este memorial es válidamente presentado en idioma inglés y con la correspondiente apostilla.

Espero con esto haber dado cabal cumplimiento a lo solicitado por ese despacho y de conformidad con lo indicado en los artículos 3º., inciso 3, 35 inciso 2 y 59 inciso 2 del CCA, al analizar este memorial, atentamente ruego se traten todas las cuestiones planteadas con motivo del mismo.

Señor Superintendente,

DILIA MARÍA RODRÍGUEZ D'ALEMAN
C.C. 41.654.882 de Bogotá
T.P. 20824 CSJ

P 2542

State of California

SECRETARY OF STATE

Requested for use in Colombia.

Not for use within the United States of America.

The purpose of the Apostille is to certify the authenticity of the signature of the official signing the document, the capacity in which the official signing the document has acted, and, where appropriate, the identity of the seal or stamp.

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: *United States of America*
This public document
2. *has been signed by Elissa M. Nash*
3. *acting in the capacity of Notary Public, State of California*
4. *bears the seal/stamp of Elissa M. Nash, Notary Public, State of California*

CERTIFIED

5. *At Sacramento, California*
6. *the 24th day of June 2010*
7. *by Deputy Secretary of State, State of California*
8. *No. 834736*
9. *Seal/Stamp:*



10. Signature

John Bowen
Secretary of State

BY *[Signature]*



7
16
2

PAT052365-CO-PCT
Columbia

Application No. 10.052.816
Corresponding to PCT/IB2008/003283

CERTIFICATION

I hereby certify, to the best of my knowledge and belief, that the attached is a true and correct copy of the Assignment for International Application No. PCT/IB2008/003283.

This Assignment was recorded in the United States Patent and Trademark Office in the counterpart U.S. Application, which is the U.S. National Phase of PCT/IB2008/003283, on June 15, 2010, at Reel/Frame 024537 / 0640.

Respectfully submitted,

NOVARTIS VACCINES AND DIAGNOSTICS, INC.

Date: June 16, 2010

By:

Kara Shure
Kara Shure
Patent Assistant

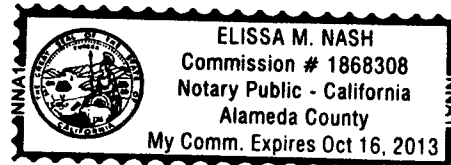
State of California)
County of Alameda)

On 6/16/10 before me, Elissa M. Nash Notary Public, personally appeared Kara Shure, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I Certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Elissa M. Nash
Signature of Notary Public



Place Notary Seal Above

3 116

(joint)

Patent Case 52365

ASSIGNMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, we

(1) JINA KAZZAZ, (2) DEREK O'HAGAN, (3) MANMOHAN SINGH and (4) MILDRED UGOZZOLI

do hereby sell, assign and transfer to **Novartis Vaccines and Diagnostics, Inc.**, a company organized under the laws of the State of Delaware, 4560 Horton Street, Emeryville, CA 94608, USA, (hereinafter referred to as the "**ASSIGNEE**") and its successors, assigns and legal representatives, all of my right, title and interest for all countries of the world in and to (1) all of our inventions and discoveries described in the patent application(s) titled

MENINGOCOCCAL VACCINE FORMULATIONS

and filed in the United States Patent and Trademark Office on October 17, 2008 and accorded Application Number 12/734185* and/or filed in the RO/IB on October 17, 2008 and accorded International Patent Application Number PCT/IB2008/003283*, (2) the patent application(s) identified in (1), (3) all national stages of any international patent application identified in (1), (4) all other patent applications in all countries and regions claiming the priority of the provisional or non-provisional patent application filed in the United States Patent and Trademark Office on October 19, 2007 and accorded Application Number 60/999590 (5) for all patent applications, all rights of priority based upon the United States patent application identified in (4) in all countries and regions under the Paris Convention for the Protection of Industrial Property, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the United States patent application identified in (4) is a provisional patent application, under 35 USC 119(e) (including the right to file patent applications on said inventions and discoveries in the names of **ASSIGNEE** or their designees or in our names, at their election and in accordance with applicable law in all countries and regions), (6) all continuations and divisions of any United States patent application or international patent application designating the United States identified in (1), any national stages of any international application identified in (1) and any patent applications within the scope of (4) (including further continuations and divisions such as, but not limited to, continuations of continuations and continuations of divisions), ((2)-(4) and (6) hereinafter referred to collectively as "patent applications"), (7) all patents that are granted on any of said patent applications, (8) all registrations and confirmations of, and importation certificates based upon, one or more of said patents and applications for such registrations, confirmations and importation certificates and (9) all reissues, renewals and extensions of said patents, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said **ASSIGNEE** and their successors, assigns and legal representatives to the full ends of the terms for which said patents, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by us if this sale, assignment and transfer had not been made.

*We hereby authorize **ASSIGNEE** and their representatives to insert in this Assignment the filing date(s) and Application Number(s) of said patent application(s) when notified thereof.

And we hereby covenant and agree that we will, at any time, (i) upon the request, but at the expense, of **ASSIGNEE** or their successors, assigns or legal representatives execute and deliver all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, patent applications, patents, registrations, confirmations, importation certificates, reissues, renewals, extensions, reexamination certificates, supplementary protection certificates and applications within the scope of (8) and (9) in **ASSIGNEE** or their successors, assigns or legal representatives, including the execution and procurement of all further documents evidencing this sale, assignment and transfer as may be necessary or desirable for recording the same in the patent office or other intellectual property office, agency or the like of any country or region, (ii) upon the request, but at the expense, of **ASSIGNEE** or their successors, assigns or legal representatives execute all additional patent applications within the scope of (3), (4) and (6) and all

JOINT US PRIORITY ASSIGNMENT

7/ 117

applications within the scope of (8) or (9) and (iii) make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of ASSIGNEE or their successors, assigns or legal representatives.

This Assignment is effective as from the earliest priority date as stated above.

Executed this 28 day of April, 2010.

Jina Kazzaz L.S.
JINA KAZZAZ

Die Kazzaz
WITNESS

Chauhan/Burby
WITNESS

Executed this _____ day of _____, 2010.

DEREK O'HAGAN L.S.

WITNESS

WITNESS

Executed this _____ day of _____, 2010.

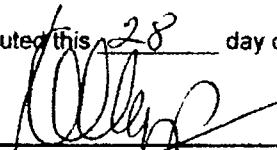
MANMOHAN SINGH L.S.

WITNESS

WITNESS

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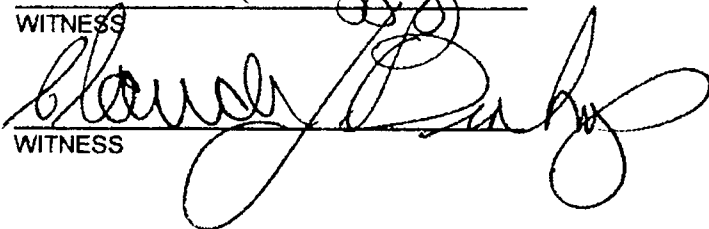
Executed this 28 day of April, 2010.



MILDRED UGOZZOLI L.S.



WITNESS



WITNESS

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114

(joint)

Patent Case 52365

ASSIGNMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, we

(1) JINA KAZZAZ, (2) DEREK O'HAGAN, (3) MANMOHAN SINGH and (4) MILDRED UGOZZOLI

do hereby sell, assign and transfer to **Novartis Vaccines and Diagnostics, Inc.**, a company organized under the laws of the State of Delaware, 4560 Horton Street, Emeryville, CA 94608, USA, (hereinafter referred to as the "**ASSIGNEE**") and its successors, assigns and legal representatives, all of my right, title and interest for all countries of the world in and to (1) all of our inventions and discoveries described in the patent application(s) titled

MENINGOCOCCAL VACCINE FORMULATIONS

and filed in the United States Patent and Trademark Office on October 17, 2008 and accorded Application Number 12/734185* and/or filed in the RO/IB on October 17, 2008 and accorded International Patent Application Number PCT/IB2008/003283*, (2) the patent application(s) identified in (1), (3) all national stages of any international patent application identified in (1), (4) all other patent applications in all countries and regions claiming the priority of the provisional or non-provisional patent application filed in the United States Patent and Trademark Office on October 19, 2007 and accorded Application Number 60/999590 (5) for all patent applications, all rights of priority based upon the United States patent application identified in (4) in all countries and regions under the Paris Convention for the Protection of Industrial Property, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the United States patent application identified in (4) is a provisional patent application, under 35 USC 119(e) (including the right to file patent applications on said inventions and discoveries in the names of **ASSIGNEE** or their designees or in our names, at their election and in accordance with applicable law in all countries and regions), (6) all continuations and divisions of any United States patent application or international patent application designating the United States identified in (1), any national stages of any international application identified in (1) and any patent applications within the scope of (4) (including further continuations and divisions such as, but not limited to, continuations of continuations and continuations of divisions), ((2)-(4) and (6) hereinafter referred to collectively as "patent applications"), (7) all patents that are granted on any of said patent applications, (8) all registrations and confirmations of, and importation certificates based upon, one or more of said patents and applications for such registrations, confirmations and importation certificates and (9) all reissues, renewals and extensions of said patents, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said **ASSIGNEE** and their successors, assigns and legal representatives to the full ends of the terms for which said patents, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by us if this sale, assignment and transfer had not been made.

*We hereby authorize **ASSIGNEE** and their representatives to insert in this Assignment the filing date(s) and Application Number(s) of said patent application(s) when notified thereof.

And we hereby covenant and agree that we will, at any time, (i) upon the request, but at the expense, of **ASSIGNEE** or their successors, assigns or legal representatives execute and deliver all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, patent applications, patents, registrations, confirmations, importation certificates, reissues, renewals, extensions, reexamination certificates, supplementary protection certificates and applications within the scope of (8) and (9) in **ASSIGNEE** or their successors, assigns or legal representatives, including the execution and procurement of all further documents evidencing this sale, assignment and transfer as may be necessary or desirable for recording the same in the patent office or other intellectual property office, agency or the like of any country or region, (ii) upon the request, but at the expense, of **ASSIGNEE** or their successors, assigns or legal representatives execute all additional patent applications within the scope of (3), (4) and (6) and all

JOINT US PRIORITY ASSIGNMENT

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applications within the scope of (8) or (9) and (iii) make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEE** or their successors, assigns or legal representatives.

This Assignment is effective as from the earliest priority date as stated above.

Executed this _____ day of _____, 2010.

JINA KAZZAZ L.S.

WITNESS

WITNESS

Executed this 8 day of June, 2010.

Derek O'Hagan
DEREK O'HAGAN L.S.

WITNESS

WITNESS

Executed this 9th day of June, 2010.

Manmohan Singh
MANMOHAN SINGH L.S.

WITNESS

WITNESS

8
121

Page 3

Executed this _____ day of _____, 2010.

MILDRED UGOZZOLI L.S.

WITNESS

WITNESS

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122

92542

State of California

SECRETARY OF STATE

Requested for use in Colombia.

Not for use within the United States of America.

The purpose of the Apostille is to certify the authenticity of the signature of the official signing the document, the capacity in which the official signing the document has acted, and, where appropriate, the identity of the seal or stamp.

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: *United States of America*
This public document
2. *has been signed by Elissa M. Nash*
3. *acting in the capacity of Notary Public, State of California*
4. *bears the seal/stamp of Elissa M. Nash, Notary Public,
State of California*

CERTIFIED

5. *At Sacramento, California*
6. *the 24th day of June 2010*
7. *by Deputy Secretary of State, State of California*
8. *No. 834735*
9. *Seal/Stamp:*



10. Signature

Jeha Bowen
Secretary of State

BY *[Signature]*



PAT052365-CO-PCT
Columbia

Application No. 10.052.816
Corresponding to PCT/IB2008/003283

CERTIFICATION

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Respectfully submitted,

NOVARTIS VACCINES AND DIAGNOSTICS, INC.

Date: June 16, 2010

By: [Signature]
Kara Shure
Patent Assistant

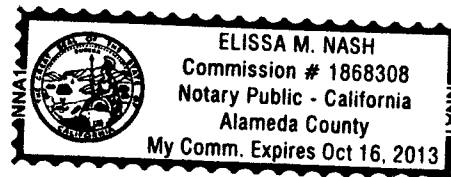
State of California)
County of Alameda)

On 6/16/10 before me, Elisam Nash **Notary Public**, personally appeared Kara Shure, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I Certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



Place Notary Seal Above

2
14
24

(sole)

Patent Case 52365

ASSIGNMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, I

MARIO CONTORNI

do hereby sell, assign and transfer to **Novartis Vaccines and Diagnostics S.R.L.**, with a place of business at Via Fiorentina 1, I-53100, Siena, Italy, (hereinafter referred to as the "**ASSIGNEE**") and its successors, assigns and legal representatives, all our right, title and interest for all countries of the world in and to (1) all of our inventions and discoveries described in the patent application(s) entitled

MENINGOCOCCAL VACCINE FORMULATIONS

and filed in the United States Patent and Trademark Office on October 17, 2008 and accorded Application Number 12/734185* and/or filed in the RO/IB on October 17, 2008 and accorded International Patent Application Number PCT/IB2008/003283*, (2) the patent application(s) identified in (1), (3) all national stages of any international patent application identified in (1), (4) all other patent applications in all countries and regions claiming the priority of the provisional or non-provisional patent application filed in the United States Patent and Trademark Office on October 19, 2007 and accorded Application Number 60/999590 (5) for all patent applications, all rights of priority based upon the United States patent application identified in (4) in all countries and regions under the Paris Convention for the Protection of Industrial Property, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the United States patent application identified in (4) is a provisional patent application, under 35 USC 119(e) (including the right to file patent applications on said inventions and discoveries in the names of **ASSIGNEE** or their designees or in my name, at their election and in accordance with applicable law in all countries and regions), (6) all continuations and divisions of any United States patent application or international patent application designating the United States identified in (1), any national stages of any international application identified in (1) and any patent applications within the scope of (4) (including further continuations and divisions such as, but not limited to, continuations of continuations and continuations of divisions), ((2)-(4) and (6) hereinafter referred to collectively as "patent applications"), (7) all patents that are granted on any of said patent applications, (8) all registrations and confirmations of, and importation certificates based upon, one or more of said patents and applications for such registrations, confirmations and importation certificates and (9) all reissues, renewals and extensions of said patents, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said **ASSIGNEE** and their successors, assigns and legal representatives to the full ends of the terms for which said patents, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by me if this sale, assignment and transfer had not been made.

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SOLE US PRIORITY ASSIGNMENT

3 12 125

And I hereby covenant and agree that I will, at any time, (i) upon the request, but at the expense, of **ASSIGNEE** or their successors, assigns or legal representatives execute and deliver all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, patent applications, patents, registrations, confirmations, importation certificates, reissues, renewals, extensions, reexamination certificates, supplementary protection certificates and applications within the scope of (8) and (9) in **ASSIGNEE** or their successors, assigns or legal representatives, including the execution and procurement of all further documents evidencing this sale, assignment and transfer as may be necessary or desirable for recording the same in the patent office or other intellectual property office, agency or the like of any country or region, (ii) upon the request, but at the expense, of **ASSIGNEE** or their successors, assigns or legal representatives execute all additional patent applications within the scope of (3), (4) and (6) and all applications within the scope of (8) or (9) and (iii) make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEE** or their successors, assigns or legal representatives.

This Assignment is effective as from the earliest priority date as stated above.

Executed this 06 day of May, 2010.

Mario Contorni L.S.
MARIO CONTORNI

Walter Allen
WITNESS

Frou
WITNESS

P2542

State of California

SECRETARY OF STATE

Requested for use in Colombia.

Not for use within the United States of America.

The purpose of the Apostille is to certify the authenticity of the signature of the official signing the document, the capacity in which the official signing the document has acted, and, where appropriate, the identity of the seal or stamp.

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: *United States of America*
This public document
2. *has been signed by Elissa M. Nash*
3. *acting in the capacity of Notary Public, State of California*
4. *bears the seal/stamp of Elissa M. Nash, Notary Public, State of California*

CERTIFIED

5. *At Sacramento, California*
6. *the 24th day of June 2010*
7. *by Deputy Secretary of State, State of California*
8. *No. 834734*
9. *Seal/Stamp:*



10. Signature

Jana Bowen
Secretary of State

BY

[Signature]

14



123

PAT052365-CO-PCT
Columbia

Application No. 10.052.816
Corresponding to PCT/IB2008/003283

CERTIFICATION

I hereby certify, to the best of my knowledge and belief, that the attached is a true and correct copy of the Assignment for International Application No. PCT/IB2008/003283.

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Respectfully submitted,

NOVARTIS VACCINES AND DIAGNOSTICS, INC.

Date: June 16, 2010

By:

Kara Shure
Kara Shure
Patent Assistant

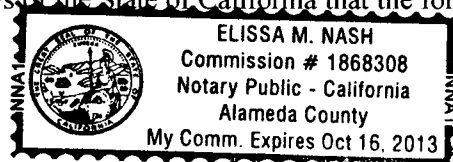
State of California)
County of Alameda)

On 6/16/10 before me, Elissa M. Nash **Notary Public**, personally appeared Kara Shure, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I Certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Elissa M. Nash
Signature of Notary Public



Place Notary Seal Above

75

128

ASSIGNMENT OF PATENT APPLICATION

Whereas Novartis Vaccines & Diagnostics Inc., a corporation of the country of the United States of America, having a place of business at 4560 Horton Street, Emeryville, California, 94608 USA, ("ASSIGNOR") and Novartis AG, a corporation of Switzerland having a place of business at Lichtstrasse 35, 4056 Basel, Switzerland, ("ASSIGNEE") have agreed that ASSIGNEE shall acquire from ASSIGNOR the following patents and/or patent applications ("PATENT PROPERTIES"):

<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
	60/999590	October 19, 2007	
	PCT/IB2008/003283	October 17, 2008	
	12/734185	October 17, 2008	

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR, the owner of the entire right, title, and interest in the PATENT PROPERTIES, hereby sells, assigns, transfers and conveys to ASSIGNEE, its designees, successors, assigns and legal representatives, the entire right, title and interest in the PATENT PROPERTIES and all divisions, continuations, reissues and reexaminations thereof, the inventions therein, and all rights to claim priority from the PATENT PROPERTIES and all applications for patent that may be filed for the inventions in any foreign country and all patents that may be granted on the inventions in any foreign country, and all extensions, renewals, and reissues thereof; each and every of the foregoing rights, titles and interests herein assigned shall be held and enjoyed by ASSIGNEE, its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be duly executed in its name and behalf by affixing its hand and seal thereto by its designated officer, director, or agent, whose name and title appear below.

Executed at Emeryville, California this 14th day of June, 2010.

Novartis Vaccines & Diagnostics, Inc.



Signature

Name: Amy Hessler

Title: Attorney-in-Fact

State of California)
)
County of Alameda)

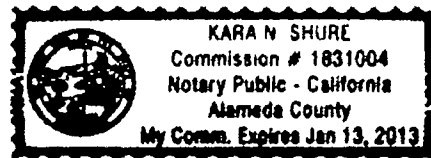
On June 14, 2010 before me, Kara N. Shure, **Notary Public**, personally appeared Amy Hessler, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



Place Notary Seal Above