



FORMULARIO ÚNICO DE CORRECCIONES Y MODIFICACIONES

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SOLICITUD DE:

☐

Corrección de Error Material.

☒

Modificación a una Solicitud.

②

SOLICITANTE

Nombre: **THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK, THE REGENTS OF THE UNIVERSITY OF MICHIGAN y UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION.**

Dirección: 412 Low Memorial Library, Mail Code 4308, 535 West 116th Street, New York, NY 10027, Estados Unidos de América; 1214 S. University Avenue, 2nd Floor, Ann Arbor, MI 48104, Estados Unidos de América; 144 ASTeCC Building Lexington, KY 40506, Estados Unidos de América, respectivamente

Nacionalidad o Domicilio: Estados Unidos de América.

Lugar de Constitución: Estados Unidos de América.

Teléfono:

Fax:

E-mail:

IDENTIFICACION

C.C.

☐

NIT

☐

C.E.

☐

Otro

☐

Cual

Número

③

REPRESENTANTE O APODERADO

Nombre: **JUAN PABLO CADENA SARMIENTO**

Dirección: Cra. 7 No. 71-21, Torre B, Piso 4

Teléfono: 744-2200

Fax: 742-2200

E-mail

IDENTIFICACION

C.C.

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NIT

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C.E.

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Otro

☐

Cual

Número 80 410.337 TP 57492

④ **Número de expediente**

09 010.531

⑤ **Descripción de la corrección o modificación solicitada:** Estamos corrigiendo el nombre del solicitante de COLUMBIA UNIVERSITY a **THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK** e incluyendo dos nuevos solicitantes **THE REGENTS OF THE UNIVERSITY OF MICHIGAN y UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION** los cuales fueron omitidos por un error involuntario del solicitante desde la Fase Internacional. Anexamos como soporte una declaración juramentada y un certificado de titularidad debidamente notariados y legalizados por Apostilla. Para su mejor referencia, anexamos copia del acuerdo interinstitucional entre los tres solicitantes.

⑥ **Comprobante de pago No.** 09-42,839

Fecha 24 de julio de 2009

⑦ **Anexos:**

☒ Comprobante de pago de la tasa por \$111.000

☒ Poderes, si fuere el caso, otorgados por los tres solicitantes.

☒ Documento que acredita la existencia y representación legal de las partes, cuando sean personas jurídicas.

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NOMBRE: JUAN PABLO CADENA SARMIENTO

FIRMA:

C.C. 80.410.337 de Usaquén T.P. 57492 del C.S.J.

APOSTILLE

(CONVENTION DE LA HAYE DU 5 OCTOBRE 1961)

1. COUNTRY: UNITED STATES OF AMERICA
2. THIS PUBLIC DOCUMENT HAS BEEN SIGNED BY:
DIANE FILATOV
3. ACTING IN THE CAPACITY OF:
NOTARY PUBLIC OF NEW JERSEY
4. BEARS THE SEAL/STAMP OF:
DIANE FILATOV, NOTARY

CERTIFIED

5. AT TRENTON, NEW JERSEY
6. THE 21ST DAY OF JULY 2009
7. BY: R. David Rousseau, NEW JERSEY TREASURER
8. NO: A369477
9. SEAL/STAMP:
10. SIGNATURE



A handwritten signature, likely of R. David Rousseau, written in ink on a horizontal line.

Certificate Number: 114892652

Verify this certificate at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

SWORN STATEMENT OF ERROR REGARDING OWNERSHIP

Applicant: Columbia University
Application No: PCT/US2007/015762
Int'l. Filing Date: 10 July 2007
Title: ANTI-COCAINE COMPOSITIONS AND TREATMENT

At the time of filing the above referenced International Application, there were errors in the data regarding ownership. The following corrective information should be incorporated into corresponding Colombian National Phase Application No. 09010.531:

a) The first applicant's name should be corrected to:

The Trustees of Columbia University in the City of New York
412 Low Memorial Library, Mail Code 4308
535 West 116th Street
New York, NY 10027 USA

b) The following two applicant names should be added:

University of Kentucky Research Foundation
144 ASTeCC Building
Lexington, KY 40506 USA

The Regents of the University of Michigan
1214 S. University Avenue, 2nd Floor
Ann Arbor, MI 48104 USA

This error in ownership occurred without deceptive intention on our part.

Respectfully Submitted,

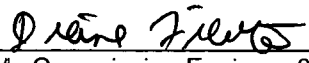
July 20, 2009
Date


Joel N. Bock, Registration No. 36,456
Attorney for Applicant(s)

SONNENSCHN NATH & ROSENTHAL LLP
P.O. Box 061080
Wacker Drive Station, Sears Tower
Chicago, IL 60606-1080
Phone: 973-912-7174
Fax: 973-912-7199

STATE OF New Jersey)
COUNTY OF Essex)

On this 20 day of July 2009, before me personally appeared Joel N. Bock, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed; in testimony whereof I have hereto set my hand and official seal on the day last above-written.


_____, Notary Public
My Commission Expires: 02 May 2010

DIANE FILATOV
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 2, 2010

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Traducción al español de la DECLARACIÓN JURAMENTADA DE UN
ERROR RELACIONADO CON LA TITULARIDAD.

APOSTILLA

(Convención de la Haya del 5 de octubre de 1961)

1. País: Estados Unidos de América
2. Este documento público
ha sido firmado por DIANE FILATOV
3. actuando en capacidad de NOTARIO PÚBLICO DE NEW JERSEY
4. lleva el sello/timbre de DIANE FILATOV, NOTARIO

Certificado

5. en Trenton, New Jersey
6. el 21 de julio de 2009
7. por R. David Rousseau, Tesorero de New Jersey
8. No. A369477
9. Sello/timbre
10. Firma

(Firma)

Hay un sello que dice:

EL GRAN SELLO DEL ESTADO DE NEW JERSEY

Certificado Número: 114892652
Verifique este sello en línea en
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

✓

**DECLARACIÓN JURAMENTADA DE UN ERROR RELACIONADO CON
LA TITULARIDAD**

Solicitante: Columbia University
No. de Solicitud: PCT/US2007/015762
Fecha de presentación internacional: Julio 10 de 2007
Título: Composiciones anti-cocaína y tratamiento

Al momento de presentación de la Solicitud Internacional arriba referenciada, se presentaron errores en los datos correspondientes a la titularidad. La siguiente información correctiva deberá ser incluida en la correspondiente Solicitud de Fase Nacional en Colombia No. 09 010.531:

- a) El nombre del primer solicitante deberá ser corregido a:

The Trustees of Columbia University in the City of New York
412 Low Memorial Library, Mail Code 4308
535 West 116th Street
New York, NY 10027
Estados Unidos de América

- b) Se deberán incluir los siguientes nombres de solicitantes:

University of Kentucky Research Foundation
144 ASTeCC Building
Lexington, KY 40506
Estados Unidos de América

The Regents of the University of Michigan
1214 S. University Avenue, 2nd Floor
Ann Arbor, MI 48104
Estados Unidos de América

Este error en la titularidad ocurrió sin intención deshonestas de nuestra parte.

Entregada de manera respetuosa,

20 de julio de 2009
Fecha

(firma)
Joel N. Bock, Registro No. 36,456
Abogado para solicitante(s)

SONNENSCHN NATH & ROSENTHAL LLP
P.O. Box 061080
Wacker Drive Station, Sears Tower
Chicago, IL 60606-1080
Teléfono: 973 912 7174
Fax: 973 912 7199

Estado de New Jersey

Condado de Essex

El 20 de julio de 2009 compareció personalmente ante mi Joel N. Bock, a mi saber la persona quien ejecutó el instrumento anterior, y reconoció que ejecutó el mismo como un acto libre y legal; en testimonio de lo cual he puesto mi firma y sello oficial en el día arriba escrito.

_____(firma)_____, Notario Público

Mi comisión vence: 02 de mayo de 2010.

Hay un sello que dice:

DIANE FILATOV

NOTARIO PÚBLICO DE NEW JERSEY

Mi comisión vence el 2 de mayo de 2010.

APOSTILLE

(CONVENTION DE LA HAYE DU 5 OCTOBRE 1961)

1. COUNTRY: UNITED STATES OF AMERICA
2. THIS PUBLIC DOCUMENT HAS BEEN SIGNED BY:
DIANE FILATOV
3. ACTING IN THE CAPACITY OF:
NOTARY PUBLIC OF NEW JERSEY
4. BEARS THE SEAL/STAMP OF:
DIANE FILATOV, NOTARY

CERTIFIED

5. AT TRENTON, NEW JERSEY
6. THE 21ST DAY OF JULY 2009
7. BY: R. David Rousseau, NEW JERSEY TREASURER
8. NO: A369477
9. SEAL/STAMP:
10. SIGNATURE



A handwritten signature, likely of R. David Rousseau, written in black ink on a horizontal line.

Certificate Number: 114892669

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

FOR COLOMBIA

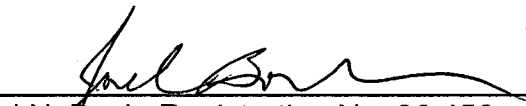
CERTIFICATION

I hereby certify that the attached paper constitutes a true copy of the original of a certain Interinstitutional Agreement between The Trustees of Columbia University in the City of New York, The Regents of The University of Michigan, and The University of Kentucky Research Foundation stating that said Universities are joint owners of the invention fully described in:

Application No: PCT/US2007/015762
Int'l. Filing Date: 10 July 2007
Title: ANTI-COCAINE COMPOSITIONS AND TREATMENT

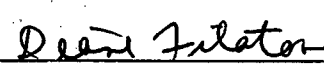
the specification of which was filed in corresponding Colombian National Phase Application No. 09010.531.

20 July 2009
Date


Joel N. Bock, Registration No. 36,456
Attorney for Applicant(s)

STATE OF New Jersey)
COUNTY OF Essex)

On this 20 day of July 2009, before me personally appeared Joel N. Bock, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed; in testimony whereof I have hereto set my hand and official seal on the day last above-written.


_____, Notary Public
My Commission Expires: 02 May 2010

DIANE FILATOV
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 2, 2010

AGREEMENT NOTIFICATION FORM

SENT ELECTRONICALLY TO:

- Principal Investigator(s) & Dept. Chair = Donald Landry dwl1@columbia.edu
- Third Party Contacts = Ruth L. Rasor, Donald G. Keack
- Office of General Counsel = PLG@columbia.edu
- CIE Finance = Yalverton Luckain & Sonia Blunte
- Departmental Administrator = Aleksandra Kovalishin ak2799@columbia.edu
- Campus Director = Ofra Weinberger

FROM: Joy-Ann Tyson-Roberts, STV

DATE: August 13, 2008

On behalf of The Trustees of Columbia University in the City of New York and the Office of Science & Technology Ventures (STV), I am pleased to provide the attached copy of a fully executed agreement.

As you know, STV is committed to our mission of transferring inventions and knowledge to outside organizations for the benefit of society, while at the same time, supporting educational and research activities by bringing resources into the university.

We invite your feedback regarding your experience working with STV. Please direct any questions concerning this agreement to us via stvhelpp@columbia.edu.

Attached via PDF please find the following executed Agreement ("Agt"):

Agt #: 34291

Agt Type: Other -> CostSharing/InterInstitutional

with company **University of Michigan, University of Kentucky Research Foundation**

Effective 06/18/08

Executed 06/08/08

OGC Attorney:

Per License, Columbia has certain obligations to coordinate patent prosecution with the licensee. Please instruct Columbia's outside patent counsel to consult and copy the Licensee on patent prosecution correspondence both from and to patent offices on the licensed cases. As a default, Columbia's outside counsel may correspond with the company address in the Notice Section of the License Agreement in your discretion. Please administer any company request for Columbia counsel to copy a different or additional individual.

Thank you for your attention.

JTR:TT

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INTERINSTITUTIONAL AGREEMENT FOR
COCAINE ESTERASE INVENTIONS

AGREEMENT effective as of the 18 day of June, 2008, ("Effective Date") among THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK ("Columbia"), and THE REGENTS OF THE UNIVERSITY OF MICHIGAN ("Michigan") and THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION ("UKRF") (hereinafter jointly referred to as "Institutions").

WHEREAS, investigator(s) at Columbia, Michigan, and UKRF (collectively referred to as the "Inventors") are co-inventors of "Anti-Cocaine Composition and Treatment" (the ""); and

WHEREAS, the development of the Invention was sponsored in part by the National Institute for Defense Analysis (Grant DA021416), and therefore the Invention, this Agreement, and any license(s) granted hereunder are all subject to obligations to the United States under 35 USC 200-212 and applicable governmental regulations; and

WHEREAS, Columbia, Michigan, and UKRF intend to seek (or have sought) patent protection for the Inventions and intend to develop the Inventions jointly and seek to license the Inventions; and

WHEREAS, the Institutions entered into a letter of understanding relating to dated August 21, 2007 (the "LoU"; TTID 33973); and

WHEREAS, it is the mutual desire of Columbia, Michigan, and UKRF that Columbia administer and commercialize the Inventions on behalf of all Institutions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Institutions hereby agree as follows:

1. Ownership of the Invention.

Columbia and Michigan and UKRF are the joint owners of: a) the (Columbia IR #1980; Michigan docket # 3128 and UKRF docket # 1588), as more

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fully described in PCT Application U.S. 07/15762, filed July 10, 2007 U. S. Patent Application"), a copy of which each of the Institutions has received, and b) any United States or foreign patent application (including continuations, continuations-in-part, divisions, reissues, and the like but only to the extent that they have Inventors from all Institutions) that may be filed in connection with the Invention, including the U. S. Patent Application and each and every United States and foreign patent that may be issued on the Invention ("Patent Rights"). The existing Patent Rights are listed in Appendix A.

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2. Assignments from Inventors; Representations.

Columbia, Michigan, and UKRF has each entered into an agreement with its respective Inventor(s) whereby the Inventors have assigned (or are obligated to assign) all right, title, and interest in the Invention to the respective Subject to obligations under contracts or grants from agencies of the United States Government, Columbia, Michigan, and UKRF each represents, to the knowledge of their respective Technology Transfer Offices as of the Effective Date of this Agreement, that Columbia, Michigan, and UKRF own the entire right, title, or interest in the Inventions. Additionally, Columbia, Michigan, and UKRF each represents, to the knowledge of their respective Technology Transfer Offices as of the Effective Date of this Agreement, that Columbia, Michigan, and UKRF own no inventions or patent rights in the field of cocaine esterase that are not included within the Inventions and Patent Rights under this Agreement.

3. Patent Prosecution.

(a) Columbia, in consultation with Michigan and UKRF, will prepare, file, and prosecute all patent applications in Joint Patent Rights, and in and Columbia will provide to Michigan and UKRF for review and approval prior to filing, copies of all such patent applications, both United States and foreign, and related amendments, responses, and the like. In a timely manner following the filing of any United States patent application claiming the Invention, the Institutions shall consult with each other regarding whether patent applications

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should be filed outside the United States and, if so, in what countries or regional filing organizations. Except as set forth in Subsection 3(c) below, Columbia will not abandon any patent or patent application in Patent Rights without the written agreement of Michigan and UKRF (except in connection with the filing of a continuation or continuation-in-part application).

(b) Columbia shall provide Michigan and UKRF with copies of all applications as filed, all Patent Office actions and other Patent Office communications, both in the United States and foreign countries, and all patents issued. Columbia shall record assignments of United States patent applications in the United States Patent and Trademark Office, as appropriate, and shall provide Michigan and UKRF with a photocopy of each recorded assignment. Each Institution shall be responsible for obtaining an assignment(s) from its respective Inventor(s).

(c) If there is disagreement among the Institutions as to which countries should be selected for filing outside the United States, then the Institution wishing to file in a non-agreed country (ies) shall have the right to file in said country (ies) at its own expense and shall retain all revenues applicable to any commercialization of the Invention in said country (ies). If any Institution determines that it desires to abandon prosecution of a patent application and/or patent in Patent Rights in a particular country, it will give at least sixty (60) days' written notice to the other Institutions (but in any event not less than ninety (90) days' written notice prior to any due date for response to a Patent Office action). After the expiration of the applicable notice period, the notifying Institution will not be responsible for expenses associated with patent prosecution in that country and will not be entitled to receive any share of the proceeds from licensing or other commercialization of said patent or patent application. The non-notifying Institution shall thereafter have the right to assume complete control of all further patent prosecution in that country at its sole expense.

(d) For any patent expenses not reimbursed by a licensee, Michigan shall reimburse Columbia for one-third and UKRF will reimburse Columbia for one-third of all out-of-pocket expenses Columbia incurs in

connection with preparing, filing, and prosecuting the patent applications and patents in Patent Rights, including inter alia, attorneys' fees, taxes, annuities, issue fees, and maintenance fees. Columbia shall from time to time submit to Michigan and UKRF statements itemizing expenses incurred, and Michigan and UKRF shall reimburse Columbia for their respective shares of such expenses within sixty (60) days of receipt of such statement. Alternatively, Columbia may instruct the attorneys prosecuting the patent applications to send directly to Michigan and UKRF invoices for the applicable share of their charges, which Michigan and UKRF will pay directly to the attorneys.

4. Commercialization of the Invention.

The commercialization of the Invention will be undertaken as follows:

(a) Columbia, in consultation with Michigan and UKRF, will assume primary responsibility in undertaking to develop the Inventions commercially. Michigan and UKRF hereby grant Columbia authority to negotiate and execute exclusive and non-exclusive licenses of the Inventions (and options for either) on Michigan's and UKRF's behalf. Neither Columbia nor Michigan nor UKRF shall grant to any person or entity any right, title, or interest in or to the Inventions except as provided herein.

(b) Prior to executing any licensing agreement for the Inventions with any licensee, Columbia will provide Michigan and UKRF such form of agreement for Michigan's and UKRF's review, allowing as much time as is practicable under the circumstances. Michigan and UKRF will each advise Columbia promptly in writing (within thirty (30) days of its receipt thereof if time allows, if not within such shorter time as may be reasonable under the circumstances, whether it has any objections to the proposed form of agreement. Michigan and UKRF will not act unreasonably in making any such objections. If Michigan or UKRF does not notify Columbia of any objections within thirty (30) days of its receipt of such agreement or such shorter time as the parties may agree, Columbia will have the authority to use such form of agreement in licensing rights to the Inventions and any patents and patent applications thereunder without the further consent of the non-notifying

Institution, provided that the terms and conditions of this Agreement are otherwise met.

(c) Columbia will provide Michigan and UKRF with copies of all fully executed licensing agreements promptly after execution. Michigan and UKRF recognizes that an option agreement has already been executed with Reckitt Benkiser Pharmaceuticals, Inc. with respect to the Invention and acknowledges receipt of a copy of same and its consent thereto in the LoU.

(d) The proceeds received from the licensing or other commercialization of the Inventions and the Patent Rights shall be distributed as follows: (i) Columbia shall recover any extraordinary out-of-pocket expenses incurred in connection with the licensing or other commercialization of the Inventions and the Patent Rights as approved by Michigan and UKRF; (ii) as a management fee, Columbia shall be entitled to deduct an administrative fee of fifteen percent (15%) of the balance of the proceeds remaining after the expense recovery pursuant to Subsection 4(d)(i) such administrative fee not to exceed a cumulative total of fifty thousand dollars (\$50,000.00); and (iii) the balance of the proceeds then remaining shall be distributed among Columbia and Michigan and UKRF as follows: one-third (1/3) to Columbia, one-third (1/3) to Michigan, and one-third (1/3) to UKRF. All payments to Michigan and UKRF pursuant to this Subsection 4(d) shall be made no less than once per Columbia's fiscal year ("Fiscal Year"), which ends on June 30th of each calendar year.

(e) Any license agreement granted hereunder will expressly reserve to Columbia and Michigan and UKRF the ongoing right to use the Inventions and the Patent Rights for non-commercial research and educational purposes and provide the Inventions and the Patent Rights to other entities for non-commercial research and educational purposes.

(f) All exclusive license agreements must include at least the following terms: an earned royalty, payment of patent costs by the licensee, diligence terms, indemnification of Columbia, Michigan and UKRF by Licensee, a disclaimer of warranties on the part of Columbia, Michigan and UKRF, and a prohibition against the use of the name of Columbia, Michigan or UKRF. All

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License Agreements will further stipulate that nothing in the License Agreement confers by estoppel, implication or otherwise, any license or rights under any patents of Columbia, Michigan or UKRF other than the specific Patent Rights licensed under that License Agreement, regardless of whether such other patents are dominant or subordinate to the Patent Rights.

(g) For any country in which one of the Institutions has declined to participate in the filing, prosecution, or maintenance of any patent application or patent in the Patent Rights pursuant to Subsection 3(c), the corresponding expenses shall be at the sole expense of the other Institutions and those Institutions shall retain all revenue arising from the licensing or other commercialization of said patent application or patent in said country. Additionally, in such case the Institutions will discuss means by which the Inventor(s) employed by the Institution that is not participating in the filing, prosecution, and maintenance of any patent application or patent in the Patent Rights might receive an appropriate share of any future proceeds from commercialization of said patent application or patent in the Patent Rights.

(h) For the avoidance of doubt, payments by a licensee to Columbia for reimbursement of patent expenses or for support of research shall not be considered proceeds from licensing subject to sharing hereunder.

(i) If proceeds from licensing include shares of stock in the licensee, Columbia will (unless requested otherwise in writing by Michigan or UKRF) retain the shares of stock until their sale is permitted and then (with the prior consent of Michigan and UKRF) will sell the stock and distribute the proceeds of sale as set out in Section 4(d).

5. Inventors' Share in Proceeds.

Payment to the Columbia Inventor(s) of any share of the proceeds from commercialization of the Invention and the Patent Rights shall be the sole responsibility of Columbia, and payment to Michigan's and UKRF's Inventor(s) of any share of the proceeds from commercialization of the Inventions and the Patent Rights shall be the sole responsibility of Michigan and UKRF.

6. Records and Reports.

(a) Columbia shall, in accordance with its normal procedures, keep accounts of any extraordinary out-of-pocket expenses it incurs in connection with the licensing or other commercialization of the Inventions and of all proceeds it receives from each licensee of the Inventions and the Patent Rights and shall permit Michigan and UKRF (at Michigan's and UKRF's cost) to have a certified public accounting firm, reasonably acceptable to Columbia, examine its books and records only in order to verify the accuracy of the expenses deducted or the payments due or owing under this Agreement. The examination shall investigate only records for the current Fiscal Year and the two prior Fiscal Years. Michigan and UKRF shall request no more than one examination per Fiscal Year. The accountant will communicate to Michigan and UKRF only that information necessary to determine the accuracy of expenses deducted and payments due or owing under this Agreement. Both Michigan and UKRF and its accountant will keep the information discovered in the audit strictly confidential pursuant to Section 10 hereof.

(b) At the time of making the payment provided in Subsection 4(d) above, Columbia shall provide Michigan and UKRF a copy of payment report(s) received from each licensee concerning sales made under license agreements and amounts due to Columbia under such agreements that relate to the payment being made by Columbia to Michigan and UKRF. All information contained in the payment reports shall be maintained in confidence by Michigan and UKRF pursuant to Section 10 hereof but in any event under conditions no less strict than those in the confidentiality terms of the applicable license agreement(s).

(c) At least once per calendar year, Columbia shall submit to Michigan and UKRF a report setting forth the status of the Patent Rights, development of the Inventions, and licensing activity relating to the Invention and Patent Rights.

(d) With respect to any Invention(s) sponsored at least in part by the National Institutes of Health of any other funding agency to which periodic

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reports relating to commercialization must be submitted, Columbia shall have the responsibility to prepare and submit these reports.

7. Infringement

(a) In the event that Columbia or Michigan or UKRF learns of the infringement of any Patent Rights in any country, the Institution that learns of the infringement shall call the attention of the other Institution to the infringement and provide written evidence of infringement. Columbia shall, in cooperation with Michigan and UKRF and pursuant to the terms of any exclusive license relating to the infringed Patent Right, use reasonable efforts to terminate infringement without litigation.

(b) If the efforts of the Institutions are not successful in abating the infringement, then Columbia may, in its discretion (but pursuant to the terms of any exclusive license to the infringed Patent Right in said country):

- (i) commence suit on its own account;
- (ii) permit an exclusive licensee to commence suit on its own account or together with Columbia; or
- (iii) request that Michigan and UKRF join as a Institution plaintiff in a patent infringement litigation.

In the event Columbia elects Subsection 7(b)(iii) above, Michigan and UKRF shall have thirty (30) days to inform Columbia of its decision to join or not to join in such litigation. In no event may Michigan or UKRF be joined in any suit without its prior written consent. In the event that Columbia chooses not to commence suit, or to allow an exclusive licensee to do so, Michigan or UKRF may do so at its own election.

(c) As between the Institutions, legal action to terminate infringement or to recover damages, as described under Subsection 7(b), will be at the full expense of the Institution bringing suit and all amounts recovered thereby will belong to that Institution, provided, however, that legal action brought jointly by the Institutions and fully participated in jointly by the Institutions will be at the joint expense of the Institutions and, following reimbursement to Institutions of

expenses incurred in the joint litigation, all damages or recoveries will be shared equally between the Institutions; subject in any event to the applicable litigation provisions of any exclusive license agreement relating to the infringed Patent Right.

(d) Each Institution shall cooperate with the other in litigation proceedings instituted under this Agreement. The litigation will be directed by the Institution (or its exclusive licensee) bringing the suit, except that either Institution may be represented by counsel of its choice in any suit.

8. Term of Agreement.

This Agreement shall become effective as of the Effective Date and, unless terminated under the provisions of Section 9 below, shall remain in effect until the later of (i) the expiration date of the last to expire of the Patent Rights or (ii) the expiration date of the last to expire of any agreement licensing the Invention and the Patent Rights.

9. Termination.

(a) If Columbia has not licensed any of the Inventions or the Patent Rights by the fourth anniversary of the Effective Date, Michigan and/or UKRF may terminate this Agreement upon at least sixty (60) days' written notice to Columbia, but in any event not less than ninety (90) days prior to the date on which any pending Patent Office actions must be taken to preserve patent rights for the benefit of the Institutions or any agency of the United States Government. The right of Michigan and UKRF to terminate this Agreement pursuant to this Section 9(a) shall continue until such time as Columbia has licensed the Invention or the Patent Rights, whereupon the right of Michigan and UKRF to terminate this Agreement shall expire.

(b) If this Agreement is terminated under this Section 9, each Institution will have the right to license its respective rights in the Invention and Patent Rights without accounting to the other party.

(c) In the event of termination of the Agreement under this Section 9, Michigan and UKRF shall remain responsible for and shall reimburse Columbia, pursuant to Section 3 of this Agreement, for its share of all out-of-pocket patent expenses incurred by Columbia prior to the effective date of termination and not reimbursed by a licensee.

(d) Sections 9(c), 10, 11, and 13(a) shall survive termination of this Agreement.

(e) For the avoidance of doubt, neither Columbia, Michigan, nor UKRF may terminate this Agreement during the life of any license to the Invention or the Patent Rights granted hereunder.

10. Confidentiality

(a) Columbia and Michigan and UKRF respectively shall hold the proprietary business and patent prosecution information of the other in confidence using at least the same degree of care as those Institutions use to protect their own proprietary information of a like nature.

(b) Notwithstanding the foregoing, nothing in this Agreement in any way restricts or impairs the right of Columbia or Michigan or UKRF to use, disclose or otherwise deal with any information or data that:

- i) the recipient can demonstrate by written records was previously known to it;
- ii) is now, or becomes in the future, public knowledge other than through acts or omissions of recipient;
- iii) is lawfully obtained without restrictions by recipient from sources independent of the disclosing Institution; or
- iv) was made independently without the use of proprietary information received hereunder.
- v) is required to be disclosed by applicable law, regulation, or court order.

(c) These confidentiality obligations will remain in effect for three (3) years from the date of termination of this Agreement.

11. Use of Name.

No Institution may use the name of any other Institution (or of its trustees, employees, faculty, or students) in any press release, publicity, advertising, or promotional context without such Institution's written consent.

12. Notice and Payment.

(a) Any notice or report (other than a report connected with payment) required or permitted under this Agreement shall be effective on sending if sent by certified mail (return receipt requested), postage prepaid,

if to Columbia, to:

Executive Director
Science & Technology Ventures
Columbia University
80 Claremont Avenue #4F
MC 9606
New York, New York 10027-5712

copy to:

General Counsel
Columbia University
412 Low Memorial Library
535 West 116th Street
MC 4308
New York, New York 10027

if to Michigan, to:

Director
Office of Technology Transfer
University of Michigan
1214 S University, Second Floor
Ann Arbor, MI 48104-2592
Attn: UM File# 3128

if to UKRF, to:

Director

Intellectual Property Development
and Technology Transfer
University of Kentucky
144 ASTeCC Building
Lexington, KY 40506-1058

or to such other address as a Institution may specify by notice hereunder or by facsimile (with confirmation) directed as follows:

if to Columbia, to: (212) 854-8463; or if to Michigan, to: (734) 998-9630 or if to UKRF, to (859) 323-1074 or to such other facsimile number as either Institution may specify by notice hereunder. Otherwise, such notice or report shall be effective on receipt.

(b) Any payment required or permitted under this Agreement and any report related to any such payment may be made as follows (making reference to this Agreement and to the invoice number and contract number, if known):

if to Columbia (Tax ID 13-5598093):

by check payable to The Trustees of Columbia University in the City of
New York
Columbia Innovation Enterprises – Finance
P.O. Box 1394
New York, NY 10008-1394

or by wire transfer to Bank of America
100 West 33rd Street
New York NY 10001
Routing/Transit (ABA) #: 026009593 (domestic wires)
Swift #: BOFAUS3N (foreign wires)
CIE Account #: 9429372019
Beneficiary: Columbia University FBO CIE
ACH Routing/Transit (ABA) #: 021000322

If to Michigan (Tax ID 38-6006309) by wire in accordance with the following or any other instructions as may be specified by Michigan:

ABA/Routing No. 072000805
Beneficiary Account No. 5401125777
Swift Code MICHUS33
Beneficiary Account: The Regents of the University of
Michigan EFT Depository Account

LaSalle Bank
Troy, Michigan USA 48084

If to UKRF (Tax ID 61-6033 693)

by check payable to University of Kentucky Research Foundation;
144 ASTeCC Building,
Lexington, KY 40506-0286

or by wire in accordance with the following or any other instructions as may be
specified by UKRF:

Beneficiary Bank: National City Bank
301 East Main Street
Lexington, KY 40507
Beneficiary Account Name: Restricted Trust Account
Beneficiary Account Number: 71403094
Routing or ABA Number: 083000056
Reference: Intellectual Property Development

13. Miscellaneous.

(a) This Agreement does not confer by implication, estoppel, or otherwise any right or license under any patents of either Institution other than the Patent Rights, regardless of whether such patents may be dominant over or subordinate to Patent Rights.

(b) This Agreement constitutes the entire agreement between the Institutions relating to the subject matter hereof, including without limitation the LoU, and may be amended only by an instrument in writing duly executed on behalf of the Institutions.

(c) If, pursuant to Section 4 above, any commercialization agreement (including an option agreement, license agreement, or the like) is entered into between Columbia and a potential commercialization partner with respect to commercialization of any Invention(s), and any terms or conditions of said commercialization agreement conflict with any terms or conditions of this Agreement, then the terms and conditions of this Agreement will take precedence

over the terms and conditions of the commercialization agreement that are in conflict.

(d) This Agreement is not assignable by any Institution.

(e) The rights and obligations of each institution hereunder shall be subject to any applicable requirements imposed by law or any grant, contract, or cooperative agreement that provided funding for research leading to any Invention.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Columbia and Michigan and UKRF have executed this Agreement as of the Effective Date.

THE TRUSTEES OF COLUMBIA UNIVERSITY
IN THE CITY OF NEW YORK

By:



Orrin Herskowitz
Executive Director

Title:

Science and Technology Ventures
Columbia University

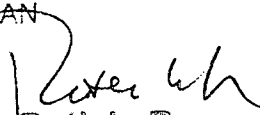
Date:

6/23/08

TTID 34291

THE REGENTS OF THE UNIVERSITY OF
MICHIGAN

By:



Ruth L. Razor
Director of Licensing

Title:

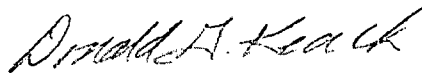
UM Technology Transfer

Date:

6 August 2008

UNIVERSITY OF KENTUCKY RESEARCH
FOUNDATION

By:



Title: Director, Intellectual Property Development

Date: June 18, 2008

25

EXHIBIT A – Patent Rights

Anti-Cocaine Composition and Treatment – PCT Application US07/15762, filed
July 10, 2007

SSS

26

Traducción al español del certificado de ACUERDO INSTITUCIONAL entre
THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW
YORK, THE REGENTS OF THE UNIVERSITY OF MICHIGAN y
UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION.

APOSTILLA

(Convención de la Haya del 5 de octubre de 1961)

1. País: Estados Unidos de América
2. Este documento público
ha sido firmado por DIANE FILATOV
3. actuando en capacidad de NOTARIO PÚBLICO DE NEW JERSEY
4. lleva el sello/timbre de DIANE FILATOV, NOTARIO

Certificado

5. en Trenton, New Jersey
6. el 21 de julio de 2009
7. por R. David Rousseau, Tesorero de New Jersey
8. No. A369477
9. Sello/timbre

10. Firma

(Firma)

Hay un sello que dice:

EL GRAN SELLO DEL ESTADO DE NEW JERSEY

Certificado Número: 114892669
Verifique este sello en línea en
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

PARA COLOMBIA

CERTIFICADO

Por la presente certifico que el documento adjunto constituye una copia fiel del original de cierto Acuerdo Interinstitucional entre The Trustees of Columbia University in the City of New York, The Regents of the University of Michigan y University of Kentucky Research Foundation, el cual establece que dichas universidades son copropietarias de la invención descrita en su totalidad en:

Solicitud No. PCT/US2007/015762
 Fecha de Presentación Internacional: Julio 10 de 2007
 Título: Composiciones anti-cocaína y tratamiento

Cuya descripción fue presentada en la correspondiente solicitud de Fase Nacional en Colombia No. 09 010.531

Julio 20, 2009 (firma)
 Fecha Joel N. Bock, Registro No. 36,456
 Abogado para solicitante(s)

Estado de New Jersey
 Condado de Essex

El 20 de julio de 2009 compareció personalmente ante mi Joel N. Bock, a mi saber la persona quien ejecutó el instrumento anterior, y reconoció que ejecutó el mismo como un acto libre y legal; en testimonio de lo cual he puesto mi firma y sello oficial en el día arriba escrito.

(firma), Notario Público
 Mi comisión vence: 02 de mayo de 2010.

Hay un sello que dice:
 DIANE FILATOV
 NOTARIO PÚBLICO DE NEW JERSEY
 Mi comisión vence el 2 de mayo de 2010.

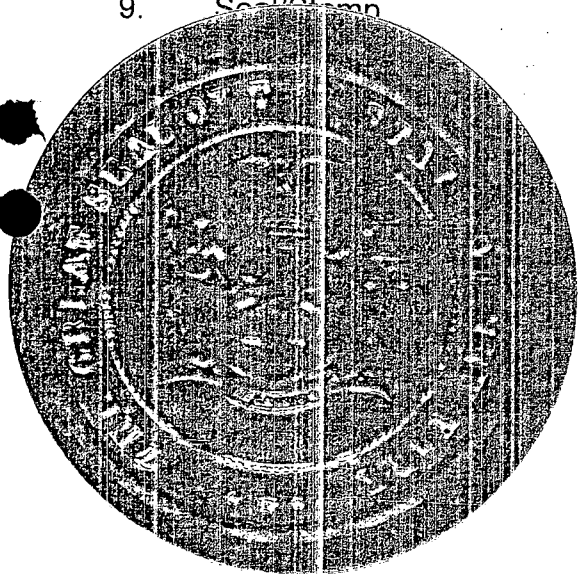
Apostille

(Convention de La Haye du 5 Octobre 1961)

- 1. Country: **United States of America**
This public document
- 2. has been signed by **Norman Goodman**
- 3. acting in the capacity of **County Clerk**
- 4. bears the seal/stamp of the county of **New York**

Certified

- 5. At New York, New York
- 6. the 14th day of July 2009
- 7. by Special Deputy Secretary of State, State of New York
- 8. No. NYC-10691669A
- 9. Seal/Stamp
- 10. Signature



04135595.RSL (REV: 2/6/96)

James Bizzarri

James Bizzarri
Special Deputy Secretary of State



Brigard & Castro
BOGOTÁ - COLOMBIA

PODER

POWER OF ATTORNEY

Yo (nosotros), The Trustees of Columbia University
in the City of New York

I (We), The Trustees of Columbia University in the
City of New York

domiciliado(s) en, 412 Low Memorial Library, 535 West
116th Street, Mc4308, New York, NY 10027, Estados
Unidos de América

domiciled in, 412 Low Memorial Library, 535 West 116th
Street, Mc4308, New York, NY 10027, United States of
America

Nombro(amos) a: JUAN PABLO CADENA SARMIENTO
y/o CARLOS H. PALACIO EASTMAN y/o MARTIN E.
TORRES CARDOZO, de Bogotá, Colombia, apoderados
verdaderos y legales con poder especial, amplio y suficiente,
para recabar de las oficinas y autoridades colombianas
administrativas, judiciales y de policía, en cualquier instancia
o recurso, la obtención de patentes de invención, registros
de marcas, diseños industriales, modelos de utilidad,
depósitos de nombres comerciales, lemas comerciales y
enseñas, registros de derechos de autor y contratos sobre
los mismos, obtención de certificados de obtentor de
variedades vegetales, así como sus prórrogas,
renovaciones, anotaciones de traspaso, cambios de
nombre, domicilio y/o dirección; elaborar, tramitar y registrar
contratos de licencia y licencias de cualesquiera clases;
intervenir como demandante o como demandado en
cualquier instancia y recurso ante cualquier juez,
corporación, funcionario público o autoridad en acciones
judiciales, administrativas y de policía tales como:
oposiciones al registro de marcas; acciones de caducidad,
cancelación y nulidad; acciones reivindicatorias, acciones
derivadas de la obtención o explotación de licencias;
acciones de competencia desleal; demandas penales;
acciones de indemnización de perjuicios, reclamos y
observaciones a solicitudes de patentes, diseños
industriales, modelos de utilidad, en el ejercicio de medidas
cautelares y en otras acciones o medidas similares.

Hereby appoints JUAN PABLO CADENA SARMIENTO
and/or CARLOS H. PALACIO EASTMAN and/or MARTIN
E. TORRES CARDOZO, of Bogotá, Colombia, my (our)
true and lawful attorneys with special, ample and sufficient
power to obtain from the Colombian administrative, judicial
and police offices and authorities, in any instance, privileges
of patents of invention, registration of trademarks, industrial
designs and utility models; registration of commercial
names, slogans and emblems, registration of copyright and
contracts related thereto, certificates of obtainers of
vegetables varieties, as well as extensions, renewals and
recordal of assignments and changes of name, domicile
and/or address related to the above; to prepare, prosecute
and register licenses of any kind; to act as plaintiff or
defendant in any instance or recourse, and before any
judge, corporation, public official or authority in judicial,
administrative and police actions, such as: oppositions to
the registration of trademarks; caducity, cancellation and
nullity actions; claim actions derived from the obtaining or
exploitation of licenses, action of unfair competition; criminal
proceedings, actions for payment of damages; claims or
observations on patent applications, models, industrial
designs and utility models; in the exercise of preventive
measures and in other actions or similar proceedings.

A este efecto, lo(s) faculto(amos) para elevar solicitudes,
formular descripciones, enmiendas, protestas,
declaraciones, oposiciones, cancelaciones, nulidades,
apelaciones y reclamos; pagar impuestos, cuotas y
gravámenes prescritos por la ley; renunciar o desistir a
derechos concedidos o en curso de concesión; recibir toda
clase de documentos y valores, dando el descargo
respectivo, y, en general, para dar ante dichas autoridades
todos los pasos necesarios al efecto indicado y tomar todas
las medidas que creyeren conducentes al resguardo de mis
(nuestros intereses), con todas las demás facultades legales
necesarias.

To that effect they hereby empowered to file applications,
formulate descriptions, amendments, protests, declarations,
oppositions, cancellations, nullities, appeals and claims; to
pay taxes, quotas and assessments prescribed by law,
renounce or waive the rights granted or in the process of
granting; to receive all kinds of documents and valuables,
giving the respective release of receipt, and, in general, to
take before said authorities the necessary steps to such
effect, and any measures that they may deem pertinent to
the safeguard of my (our) interest(s) with all the other
necessary legal powers.

Este poder comprende la facultad de ratificar o confirmar en
mi (nuestro) nombre lo actuado así como la facultad de
desistir, transigir, comprometer, y la de sustituirlo en todo o
en parte y revocar sustituciones. Asimismo nombro(amos)
a: JUAN PABLO CADENA SARMIENTO y/o CARLOS H.
PALACIO EASTMAN y/o MARTIN E. TORRES CARDOZO,
domiciliado(s) en la Carrera 7 No. 71-21, Torre B, Piso 4,
mis (nuestros) apoderados en Colombia, con facultades
para recibir notificaciones y designar apoderados judiciales o
extrajudiciales.

This power includes the faculty to ratify or confirm desist,
settle and compromise on my (our) behalf, and to substitute
this power in whole or in part and to revoke substitutions. At
the same time I (We) hereby appoint JUAN PABLO
CADENA SARMIENTO and/or CARLOS H. PALACIO
EASTMAN and/or MARTIN E. TORRES CARDOZO,
domiciled in Carrera 7 No. 71-21, Torre B, Piso 4, my (our)
attorney(s) in fact, with powers to receive notifications and
to designate judicial and extrajudicial attorneys.

Otorgado y firmado en

hoy de de 200_

Firma

Nombre

Cargo

Granted and signed in

this 16th day of April, 200_

Signature

Name

Title

Jeffrey M. Sears, Ph.D.
Associate General Counsel
Columbia University



NEW YORK
COUNTY

719140 Form 1

State of New York
County of New York

I, NORMAN GOODMAN, County Clerk and Clerk of the Supreme Court of the State of New York, in and for the County of New York, a Court of Record, having by law a seal, DO HEREBY CERTIFY pursuant to the Executive Law of the State of New York, that

Craig Zaly

whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York duly commissioned, sworn and qualified to act as such; that pursuant to law, a commission or a certificate of his official character, with his autograph signature has been filed in my office; that at the time of taking such proof, acknowledgment or oath, he was duly authorized to take the same; that I am well acquainted with the handwriting of such NOTARY PUBLIC or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and I believe that such signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal this

JUL 14 2009
FEE PAID \$3.00

Norman Goodman
County Clerk and Clerk of the Supreme Court, New York County

En el Notario Cuarenta de este Circulo se
compro la autenticidad de la fotocopia que coincide con
el original que se ha tenido a la vista.
22 JUL. 2009
NOTARIO CUARENTA
Bogotá, D.C., Colombia
Agustín Castillo Zárate

CERTIFICADO NOTARIAL (SOCIEDAD)

NOTARIAL CERTIFICATE (CORPORATION)

Hoy de de , personalmente compareció ante mí

On this 16 day of April of 2009 personally appeared before me

a quien conozco, y de quien me consta que firmó el anterior documento, debidamente juramentado declaró y dijo que él (ella) es

to me known, and known to me to be the person who signed the foregoing instrument who being by me duly sworn did depose and say that he (she) is the

de, The Trustees of Columbia University in the City of New York

of, The Trustees of Columbia University in the City of New York

Sociedad legalmente constituida para un periodo de duración que aún no ha terminado; que el declarante está autorizado por dicha compañía para conferir este poder; que el sello estampado por él al pie de tal poder, en nombre y representación de la expresada compañía, es el sello oficial de ella; y que el objeto para el cual se confiere este instrumento está comprendido dentro del objeto social de la sociedad.

Which is legally constituted for a term not yet expired, that deponent is authorized by said Company to confer this Power of Attorney; that the seal affixed hereunto by the deponent in the name and on behalf of said Corporation is the corporate seal thereof; and that the purpose for which this instrument is granted is included within the corporate purpose of company.

El suscrito Notario hace constar que tuvo a las pruebas de la existencia de la sociedad.

The undersigned Notary Public attests that he has seen the documents that prove the existence of the company.

Estado de con fecha

State of New York under date of April 16, 2009

y que quien confiere el presente poder es su representante.

and that he (she) who grants the present power of attorney is its Representative.

Notario Público (sello)

CRAIG ZRALY
Notary Public State of New York
No. 01ZR6038118
Qualified in New York County
Commission Expires March 6, 2010

**CERTIFICADO NOTARIAL
PERSONA NATURAL**

**NOTARIAL CERTIFICATE
NATURAL PERSON**

Hoy de de , compareció(eron) ante mí

On this day of personally appeared before me

a quien (es) conozco y me consta que es(son) la(s) persona(s) firmante(s) del documento que precede y quien(es) declara(n) que otorgan el mismo para los fines y propósitos que en él se expresan.

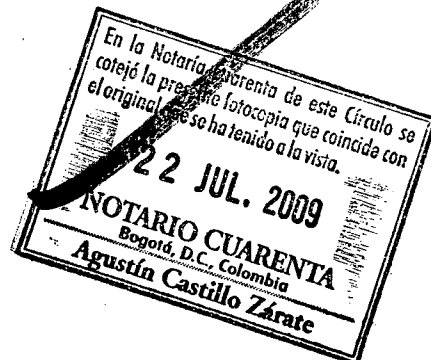
who is(are) known to me and who I attest executed the foregoing document and he (they) declared he (they) grant(s) the document for the uses and purposes therein expressed.

Notario Público (sello)

Notary Public (Seal)

LEGALIZACIÓN POR APOSTILLA ES REQUERIDA.

LEGALIZATION BY APOSTILLE IS REQUIRED.



TRADUCCIÓN AL ESPAÑOL DEL DOCUMENTO DE PODER OTORGADO
POR **THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW
YORK**, con domicilio en 412 Low Memorial Library, 535 West 116th Street,
Mc 4308, New York, NY 10027, Estados Unidos de América.

APOSTILLA

(Convención de la Haya del 5 de octubre de 1961)

- 1. País: Estados Unidos de América
Este documento público
- 2. ha sido firmado por NORMAN GOODMAN
- 3. actuando en capacidad de SECRETARIO DEL CONDADO
- 4. lleva el sello/timbre de EL CONDADO DE NEW YORK

CERTIFICADO

- 5. en New York, New York
- 6. a los 14 días del mes de julio de 2009
- 7. por el Secretario Especial Delegado del Estado, Estado de New York
- 8. No. NYC-10691669A
- 9. Sello/timbre

10. Firma

(firma)
James Bizzarri
Secretario Especial Delegado del Estado

Lleva un sello que dice:
EL GRAN SELLO DEL ESTADO DE NEW YORK

CERTIFICADO NOTARIAL

Hay un sello que dice:

CRAIG ZRALY
Notario Público, Estado de New York
No. 01ZR6038118
Titulado en el Condado de New York
Mi comisión vence el 6 de marzo de 2010

No. 719140

Estado de New York
Condado de New York

Yo, NORMAN GOODMAN, Secretario del Condado y Secretario de la Suprema Corte del Estado de New York, en y para el Condado de New York, un Tribunal de Registro teniendo por ley un sello,

POR LA PRESENTE CERTIFICO que, de conformidad con la Ley Ejecutiva del Estado de New York,

CRAIG ZRALY,

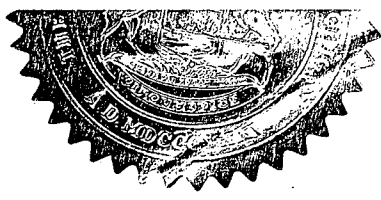
cuyo nombre se suscribe a la declaración juramentada, declaración extrajuicio, certificado de reconocimiento o prueba anexa, era un NOTARIO PÚBLICO al momento de tomar el mismo en y para el Estado de New York debidamente comisionado, había tomado juramento y estaba titulado para actuar como tal; que de conformidad con la ley, se ha presentado en mi oficina una comisión o un certificado de su carácter oficial con su firma; que al momento de tomar dicha prueba, reconocimiento o juramento, él fue debidamente autorizado para tomar el mismo; que conozco bien la letra de dicho NOTARIO PÚBLICO o he comparado la firma sobre el instrumento anexo con su firma autografiada depositada en mi oficina y creo que dicha firma es genuina.

EN TESTIMONIO DE LO CUAL, he puesto en el presente mi firma y sello oficial este,

14 de julio de 2009

(firma)

Secretario del Condado y Secretario de la Suprema Corte, Condado de New York.



Brigard & Castro
BOGOTÁ - COLOMBIA

83

PODER

POWER OF ATTORNEY

Yo (nosotros), **THE REGENTS OF THE UNIVERSITY OF MICHIGAN - THE UNIVERSITY OF MICHIGAN**

I (We), **THE REGENTS OF THE UNIVERSITY OF MICHIGAN - THE UNIVERSITY OF MICHIGAN**

domiciliado(s) en 1214 S. University Avenue, 2nd Floor
Ann Arbor, MI 48104, Estados Unidos de América.

domiciled 1214 S. University Avenue, 2nd Floor
Ann Arbor, MI 48104, United States of America.

Nombro(amos) a: **JUAN PABLO CADENA SARMIENTO y/o CARLOS H. PALACIO EASTMAN y/o MARTIN E. TORRES CARDOZO**, de Bogotá, Colombia, apoderados verdaderos y legales con poder especial, amplio y suficiente, para recabar de las oficinas y autoridades colombianas administrativas, judiciales y de policía, en cualquier instancia o recurso, la obtención de patentes de invención, registros de marcas, diseños industriales, modelos de utilidad, depósitos de nombres comerciales y enseññas, lemas comerciales, nombres comerciales, registros de derechos de autor y contratos sobre los mismos, obtención de certificados de obtentor de variedades vegetales, así como sus prórrogas, renovaciones, anotaciones de traspaso, cambios de nombre y/o domicilio y/o dirección; elaborar, tramitar y registrar contratos de licencia y licencias de cualesquiera clases; intervenir como demandante o como demandado en cualquier instancia y recurso ante cualquier juez, corporación, funcionario público o autoridad en acciones judiciales, administrativas y de policía tales como: oposiciones al registro de marcas; acciones de caducidad, cancelación y nulidad; acciones reivindicatorias, acciones derivadas de la obtención o explotación de licencias; acciones de competencia desleal; demandas penales; acciones de indemnización de perjuicios, reclamos y observaciones a solicitudes de patentes, diseños industriales, modelos de utilidad, en el ejercicio de medidas cautelares y en otras acciones o medidas similares.

Hereby appoints **JUAN PABLO CADENA SARMIENTO and/or CARLOS H. PALACIO EASTMAN and/or MARTIN E. TORRES CARDOZO**, of Bogotá, Colombia, my (our) true and lawful attorneys with special, ample and sufficient power to obtain from the Colombian administrative, judicial and police offices and authorities, in any instance, privileges of patents of invention, registration of trademarks, industrial designs and utility models; registration of commercial names, slogans and emblems, registration of copyright and contracts related thereto, certificates of obtainers of vegetables varieties, as well as extensions, renewals and recordal of assignments and changes of name, domicile and address related to the above; to prepare, prosecute and register licenses of any kind; to act as plaintiff or defendant in any instance or recourse, and before any judge, corporation, public official or authority in judicial, administrative and police actions, such as: oppositions to the registration of trademarks; caducity, cancellation and nullity actions; claim actions derived from the obtaining or exploitation of licenses, action of unfair competition; criminal proceedings, actions for payment of damages; claims or observations on patent applications, models, industrial designs and utility models; in the exercise of preventive measures and in other actions or similar proceedings.

A este efecto, lo(s) faculto(amos) para elevar solicitudes, formular descripciones, enmiendas, protestas, declaraciones, oposiciones, cancelaciones, nulidades, apelaciones y reclamos; pagar impuestos, cuotas y gravámenes prescritos por la ley; renunciar o desistir a derechos concedidos o en curso de concesión; recibir toda clase de documentos y valores, dando el descargo respectivo, y, en general, para dar ante dichas autoridades todos los pasos necesarios al efecto indicado y tomar todas las medidas que creyeren conducentes al resguardo de mis (nuestros intereses), con todas las demás facultades legales necesarias.

To that effect they hereby empowered to file applications, formulate descriptions, amendments, protests, declarations, oppositions, cancellations, nullities, appeals and claims; to pay taxes, quotas and assessments prescribed by law, renounce or waive the rights granted or in the process of granting; to receive all kinds of documents and valuables, giving the respective release of receipt, and, in general, to take before said authorities the necessary steps to such effect, and any measures that they may deem pertinent to the safeguard of my (our) interest(s) with all the other necessary legal powers.

Este poder comprende la facultad de ratificar o confirmar en mi (nuestro) nombre lo actuado así como la facultad de desistir, transigir, comprometer, y la de sustituirlo en todo o en parte y revocar sustituciones. Asimismo nombro(amos) a: **JUAN PABLO CADENA SARMIENTO y/o CARLOS H. PALACIO EASTMAN y/o MARTIN E. TORRES CARDOZO**, domiciliado(s) en la 7 No. 71-21, Torre B, Piso 4, mis (nuestros) apoderados en Colombia, con facultades para recibir notificaciones y designar apoderados judiciales o extrajudiciales.

This power includes the faculty to ratify or confirm desist, settle and compromise on my (our) behalf, and to substitute this power in whole or in part and to revoke substitutions. At the same time I (We) hereby, appoint **JUAN PABLO CADENA SARMIENTO and/or CARLOS H. PALACIO EASTMAN and/or MARTIN E. TORRES CARDOZO**, domiciled in Carrera 7 No. 71-21, Torre B, Piso 4, my (our) attorney(s) in fact, with powers to receive notifications and to designate judicial and extrajudicial attorneys.

Otorgado y firmado en

Granted and signed in

hoy de de 200_

this of July 200_9

Firma

Signature

Nombre

Name

Cargo

Position

LEGALIZACION POR APOSTILLA ES REQUERIDA.

Director of Licensing
UM Technology Transfer



State of Michigan



DEPARTMENT OF STATE

APOSTILLE

(Convention de La Haye du 5 Octobre 1961)

1. Country:

UNITED STATES OF AMERICA

This public document

2. has been signed by:

SALLY A INGALLS

3. acting in capacity of:

Michigan Notary Public

4. bears the seal of:

SALLY A INGALLS

WASHTENAW County, Michigan

CERTIFIED:

5. at Lansing, Michigan

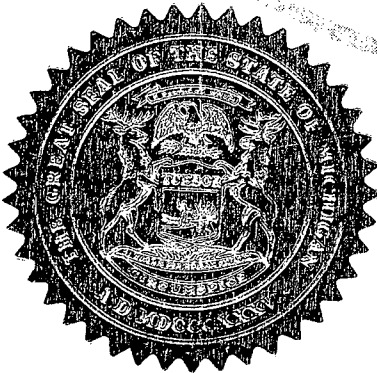
6. the 10th of July, 2009

7. by Secretary of State, State of Michigan

8. NO. 47815-1-149649-OGS

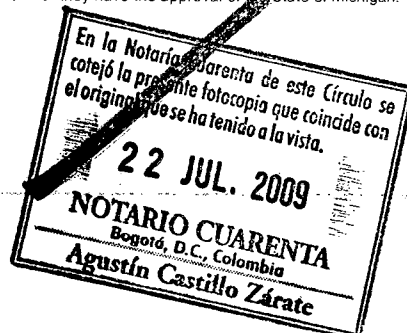
9. Seal/Stamp:

10. Signature:



Terri Lynn Land
Terri Lynn Land

This certification attests only to the authenticity of the signature of the official who signed the affixed document, the capacity in which that official acted, and where appropriate, the identity of the seal or stamp which the document bears. This certification is not intended to imply that the contents of the document are correct or that they have the approval of the State of Michigan.



CERTIFICADO NOTARIAL (SOCIEDAD)

Hoy de de personalmente compareció ante mí

a quien conozco, y de quien me consta que firmó el anterior documento, debidamente juramentado declaró y dijo que él (ella) es

de THE REGENTS OF THE UNIVERSITY OF MICHIGAN - THE UNIVERSITY OF MICHIGAN

Sociedad legalmente constituida para un período de duración que aún no ha terminado; que el declarante está autorizado por dicha compañía para conferir este poder; que el sello estampado por él al pie de tal poder, en nombre y representación de la expresada compañía, es el sello oficial de ella; y que el objeto para el cual se confiere este instrumento está comprendido dentro del objeto social de la sociedad.

El suscrito Notario hace constar que tuvo a la vista las pruebas de la existencia de la sociedad.

Estado de con fecha

y que quien confiere el presente poder es su representante.

Notario Público (sello)

CERTIFICADO NOTARIAL PERSONA NATURAL

Hoy de de , compareció(eron) ante mí

a quien (es) conozco y me consta que, es(son) la(s) persona(s) firmante(s) del documento que precede y quien(es) declara(n) que otorgan el mismo para los fines y propósitos que en él se expresan.

Notario Público (sello)

LEGALIZACION POR APOSTILLA ES REQUERIDA.

NOTARIAL CERTIFICATE (CORPORATION)

On this 2nd day of July of 2009 personally appeared before me

Ruth L. Rasor

to me known, and known to me to be the person who signed the foregoing instrument who being by me duly sworn did depose and say that he (she) is the

Director of Licensing

of THE REGENTS OF THE UNIVERSITY OF MICHIGAN THE UNIVERSITY OF MICHIGAN

Which is legally constituted for a term not yet expired, that deponent is authorized by said Company to confer this Power of Attorney: that the seal affixed hereunto by the deponent in the name and on behalf of said Corporation is the corporate seal thereof; and that the purpose for which this instrument is granted is included within the corporate purpose of company.

The undersigned Notary Public attests that he has seen the documents that prove the existence of the company.

State of Michigan Constitution Art. 8 Sect. 5 under date of Jan 1963

and that he (she) who grants the present power of attorney is its Representative.

Sally A. Ingalls Public Notary (Seal) July 2, 2009

NOTARY PUBLIC - STATE OF MICHIGAN COUNTY NOTARIAL CERTIFICATE

My Commission expires January 3, 2015 Acting in the County of

On this day of personally appeared before me of

who is(are) known to me and who I attest executed the foregoing document and he (they) declared he (they) grant(s) the document for the uses and purposes therein expressed.

Notary Public (Seal)

LEGALIZATION BY APOSTILLE IS REQUIRED.



TRADUCCIÓN AL ESPAÑOL DEL DOCUMENTO DE PODER OTORGADO
POR **THE REGENTS OF THE UNIVERSITY OF MICHIGAN – THE
UNIVERSITY OF MICHIGAN**, con domicilio en 1214 S. University Avenue,
2nd Floor Ann Arbor, MI 48104, Estados Unidos de América.

ESTADO DE MICHIGAN
DEPARTAMENTO DE ESTADO

APOSTILLA

(Convención de la Haya del 5 de octubre de 1961)

1. País: Estados Unidos de América
Este documento público
2. ha sido firmado por SALLY A. INGALLS
3. actuando en capacidad de NOTARIO PÚBLICO DE MICHIGAN
4. lleva el sello/timbre de SALLY A. INGALLS, CONDADO DE
WASHTENAW, MICHIGAN

CERTIFICADO

5. en Lansing, Michigan
6. a los 10 días del mes de julio de 2009
7. por el Secretario de Estado, Estado de Michigan
8. No. 47815-1-149649-OGS
9. Sello/timbre
10. Firma

(firma)

Terri Lynn Land

Esta certificación acredita únicamente la autenticidad de la firma del funcionario quien firma el documento adjunto, la capacidad en la cual actúa y, donde corresponda, la identidad del sello o estampilla que lleva el documento. Esta certificación no supone que el contenido del documento sea correcto o que tenga la aprobación del Estado de Michigan.

Lleva un sello que dice:
EL GRAN SELLO DEL ESTADO DE MICHIGAN

32

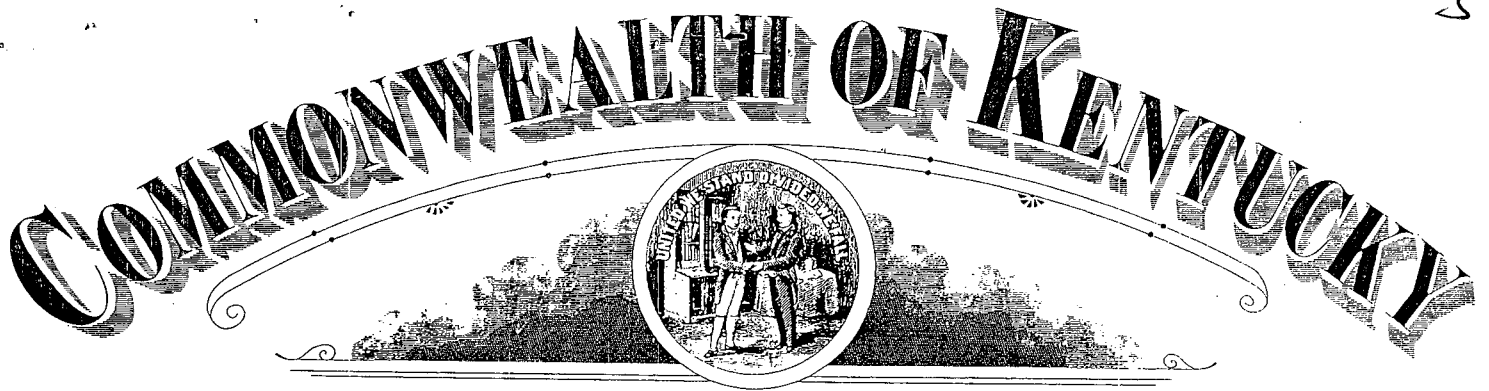
CERTIFICADO NOTARIAL

Hay un sello que dice:

SALLY A. INGALLS
Notario Público, Estado de Michigan
Condado de Washtenaw
Mi comisión vence el 3 de enero de 2015
Actuando en el Condado de _____

Hay dos sellos secos que dicen:

SALLY A. INGALLS
Estado de Michigan



Trey Grayson
SECRETARY OF STATE

For use in the country of: Colombia

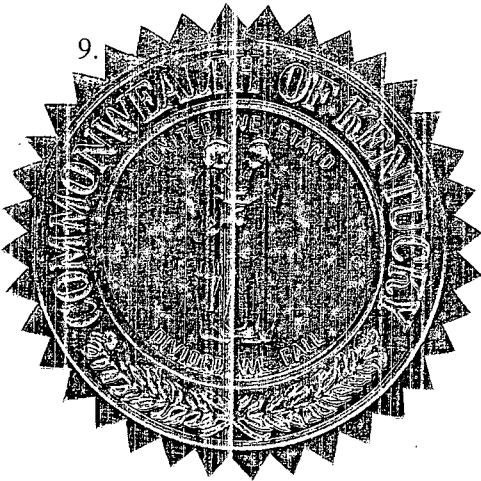
APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: United States of America
This public document
2. has been signed by Getha Helfenberger
3. acting in the capacity of Deputy County Clerk
Fayette County
Commonwealth of Kentucky
4. bears the seal/stamp of Getha Helfenberger
Deputy County Clerk
Commonwealth of Kentucky

CERTIFIED

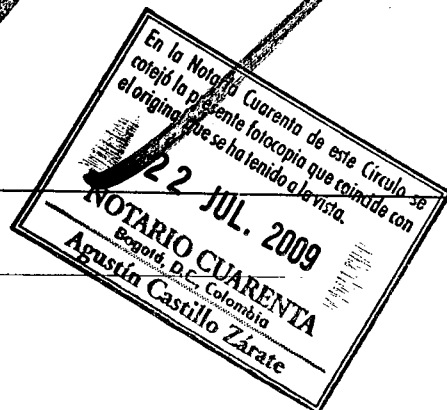
5. at Frankfort, Kentucky 6. the 9th day of July, 2009
7. by Secretary of State, Commonwealth of Kentucky
8. No. 46357.82660.24687.67783



10. Signature:

Trey Grayson

Trey Grayson
Secretary of State
Commonwealth of Kentucky



PODER

Yo (nosotros), UNIVERSITY OF KENTUCKY RESEARCH
FOUNDATION

domiciliado(s) en 144 ASTeCC Building
Lexington, KY 40506, Estados Unidos de América.

Nombro(amos) a: JUAN PABLO CADENA SARMIENTO y/o CARLOS H. PALACIO EASTMAN y/o MARTIN E. TORRES CARDOZO, de Bogotá, Colombia, apoderados verdaderos y legales con poder especial, amplio y suficiente, para recabar de las oficinas y autoridades colombianas administrativas, judiciales y de policía, en cualquier instancia o recurso, la obtención de patentes de invención, registros de marcas, diseños industriales, modelos de utilidad, depósitos de nombres comerciales y enseñanzas, marcas comerciales, nombres comerciales, registros de derechos de autor y contratos sobre los mismos, obtención de certificados de obtentor de variedades vegetales, así como sus prórrogas, renovaciones, anotaciones de traspaso, cambios de nombre y/o domicilio y/o dirección; elaborar, tramitar y registrar contratos de licencia y licencias de cualesquiera clases; intervenir como demandante o como demandado en cualquier instancia y recurso ante cualquier juez, corporación, funcionario público o autoridad en acciones judiciales, administrativas y de policía tales como: oposiciones al registro de marcas; acciones de caducidad, cancelación y nulidad; acciones reivindicatorias, acciones derivadas de la obtención o explotación de licencias; acciones de competencia desleal; demandas penales; acciones de indemnización de perjuicios, reclamos y observaciones a solicitudes de patentes, diseños industriales, modelos de utilidad, en el ejercicio de medidas cautelares y en otras acciones o medidas similares.

A este efecto, lo(s) faculto(amos) para elevar solicitudes, formular descripciones, enmiendas, protestas, declaraciones, oposiciones, cancelaciones, nulidades, apelaciones y reclamos; pagar impuestos, cuotas y gravámenes prescritos por la ley; renunciar o desistirse a derechos concedidos o en curso de concesión; recibir toda clase de documentos y valores, dando el descargo respectivo, y, en general, para dar ante dichas autoridades todos los pasos necesarios al efecto indicado y tomar todas las medidas que creyeren conducentes al resguardo de mis (nuestros intereses), con todas las demás facultades legales necesarias.

Este poder comprende la facultad de ratificar o confirmar en mi (nuestro) nombre lo actuado así como la facultad de desistirse, transigir, comprometer, y la de sustituirlo en todo o en parte y revocar sustituciones. Asimismo nombro(amos) a: JUAN PABLO CADENA SARMIENTO y/o CARLOS H. PALACIO EASTMAN y/o MARTIN E. TORRES CARDOZO, domiciliado(s) en la 7 No. 71-21, Torre B, Piso 4, mis (nuestros) apoderados en Colombia, con facultades para recibir notificaciones y designar apoderados judiciales o extrajudiciales.

Otorgado y firmado en

hoy de de 200_

Firma

Nombre
Cargo

LEGALIZACION POR APOSTILLA ES REQUERIDA.

POWER OF ATTORNEY

I (We), UNIVERSITY OF KENTUCKY RESEARCH
FOUNDATION

domiciled 144 ASTeCC Building
Lexington, KY 40506, United States of America.

Hereby appoints JUAN PABLO CADENA SARMIENTO and/or CARLOS H. PALACIO EASTMAN and/or MARTIN E. TORRES CARDOZO, of Bogotá, Colombia, my (our) true and lawful attorneys with special, ample and sufficient power to obtain from the Colombian administrative, judicial and police offices and authorities, in any instance, privileges of patents of invention, registration of trademarks, industrial designs and utility models; registration of commercial names, slogans and emblems, registration of copyright and contracts related thereto, certificates of obtainers of vegetable varieties, as well as extensions, renewals and recordal of assignments and changes of name, domicile and address related to the above; to prepare, prosecute and register licenses of any kind; to act as plaintiff or defendant in any instance or recourse, and before any judge, corporation, public official or authority in judicial, administrative and police actions, such as: oppositions to the registration of trademarks; caducity, cancellation and nullity actions; claim actions derived from the obtaining or exploitation of licenses, action of unfair competition; criminal proceedings, actions for payment of damages; claims or observations on patent applications, models, industrial designs and utility models; in the exercise of preventive measures and in other actions or similar proceedings.

To that effect they hereby empowered to file applications, formulate descriptions, amendments, protests, declarations, oppositions, cancellations, nullities, appeals and claims; to pay taxes, quotas and assessments prescribed by law, renounce or waive the rights granted or in the process of granting; to receive all kinds of documents and valuables, giving the respective release of receipt, and, in general, to take before said authorities the necessary steps to such effect, and any measures that they may deem pertinent to the safeguard of my (our) interest(s) with all the other necessary legal powers.

This power includes the faculty to ratify or confirm desist, settle and compromise on my (our) behalf, and to substitute this power in whole or in part and to revoke substitutions. At the same time I (We) hereby appoint JUAN PABLO CADENA SARMIENTO and/or CARLOS H. PALACIO EASTMAN and/or MARTIN E. TORRES CARDOZO, domiciled in Carrera 7 No. 71-21, Torre B, Piso 4, my (our) attorney(s) in fact with powers to receive notifications and to designate judicial and extrajudicial attorneys.

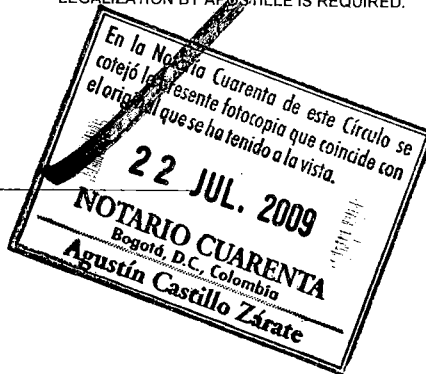
Granted and signed in

this day of June 2009

Signature

Name
Title

LEGALIZATION BY APOSTILLE IS REQUIRED.



STATE OF KENTUCKY

COUNTY OF FAYETTE

Pursuant to KRS 423.020, I DONALD W. BLEVINS JR, Clerk of the County of Fayette for the state of Kentucky, the same being a Court of Record, DO HEREBY CERTIFY THAT:

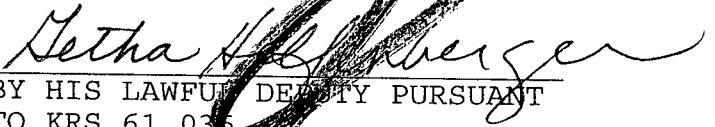
THE NOTARY COMMISSION OF TANYA G FLOYD, RECORDED IN NOTARY BOOK 0114, PAGE 0247 WILL EXPIRE ON 04/27/2013

Whose name is subscribed to the certificate of the proof or acknowledgement of the annexed instrument and thereon written was, at the time of taking such proof or acknowledgement, a Notary Public in and for said County of Fayette, dwelling in the City of Lexington, commissioned, sworn, and duly authorized to take same. And, further, that I am well acquainted with the handwriting of such Notary and verily believe that the signature to said certificate or proof or acknowledgement is genuine.

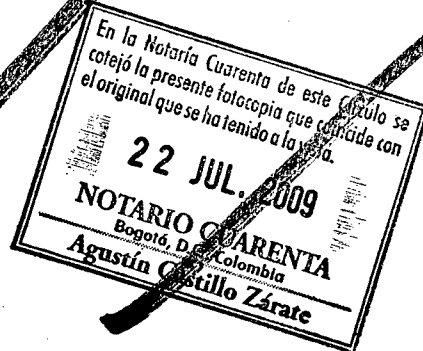
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, this 08 day of July, 2009.



Clerk, Fayette County Court



BY HIS LAWFUL DEPUTY PURSUANT
TO KRS 61.036



CERTIFICADO NOTARIAL (SOCIEDAD)

NOTARIAL CERTIFICATE (CORPORATION)

Hoy de de
personalmente compareció ante mí

On this 8th day of June of 2009 personally
appeared before me

Don Keach

a quien conozco, y de quien me consta que firmó el anterior
documento, debidamente juramentado declaró y dijo que él
(ella) es

to me known, and known to me to be the person who
signed the foregoing instrument who being by me duly
sworn did depose and say that he (she) is the

de UNIVERSITY OF KENTUCKY RESEARCH
FOUNDATION

of UNIVERSITY OF KENTUCKY RESEARCH
FOUNDATION

Sociedad legalmente constituida para un período de
duración que aún no ha terminado; que el declarante está
autorizado por dicha compañía para conferir este poder;
que el sello estampado por él al pie de tal poder, en nombre
y representación de la expresada compañía, es el sello
oficial de ella; y que el objeto para el cual se confiere este
instrumento está comprendido dentro del objeto social de la
sociedad.

Which is legally constituted for a term not yet expired, that
deponent is authorized by said Company to confer this
Power of Attorney: that the seal affixed hereunto by the
deponent in the name and on behalf of said Corporation is
the corporate seal thereof; and that the purpose for which
this instrument is granted is included within the corporate
purpose of company.

El suscrito Notario hace constar que tuvo a la vista las
pruebas de la existencia de la sociedad.

The undersigned Notary Public attests that he has seen the
documents that prove the existence of the company.

Estado de
con fecha

State of Kentucky
under date of

June 8th, 2009

y que quien confiere el presente poder es su representante.

and that he (she) who grants the present power of attorney
is its Representative.

Notario Público (sello)

[Signature]
Public Notary (Seal)
My commission expires
Apr. 27, 2013
NOTARIAL CERTIFICATE
NATURAL PERSON

CERTIFICADO NOTARIAL
PERSONA NATURAL

Hoy de de , compareció(eron) ante
mí

On this day of of
personally appeared before me

a quien (es) conozco y me consta que es(son) la(s)
persona(s) firmante(s) del documento que precede y
quien(es) declara(n) que otorgan el mismo para los fines y
propósitos que en él se expresan.

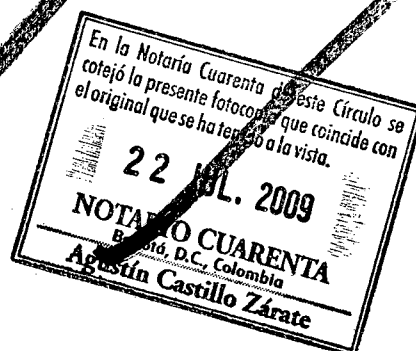
who is(are) known to me and who I attest executed the
foregoing document and he (they) declared he (they)
grant(s) the document for the uses and purposes therein
expressed.

Notario Público (sello)

[Signature]
Notary Public (Seal)

LEGALIZACION POR APOSTILLA ES REQUERIDA.

LEGALIZATION BY APOSTILLE IS REQUIRED.



40

7

41

TRADUCCIÓN AL ESPAÑOL DEL DOCUMENTO DE PODER OTORGADO
POR **UNIVERSITY OF KENTUCKY REASEARCH FOUNDATION**, con
domicilio en 144 ASTeCC Building Lexington, KY 40506, Estados Unidos de
América.

ESTADO DE KENTUCKY
TREY GRAYSON
SECRETARIO DE ESTADO

Para uso en: Colombia

APOSTILLA

(Convención de la Haya del 5 de octubre de 1961)

1. País: Estados Unidos de América
Este documento público
2. ha sido firmado por GETHA HELFENBERGER
3. actuando en capacidad de SECRETARIO DELEGADO DEL
CONDADO, CONDADO DE FAYETTE, ESTADO DE KENTUCKY
4. lleva el sello/timbre de GETHA HELFENBERGER, SECRETARIO
DELEGADO DEL CONDADO, ESTADO DE KENTUCKY

CERTIFICADO

5. en Frankfort, Kentucky
6. a los 9 días del mes de julio de 2009
7. por el Secretario de Estado, Estado Kentucky
8. No. 46357.82660.24687.67783
9. Sello/timbre

10. Firma

(firma)

Trey Grayson

Secretario de Estado

Estado de Kentucky

Lleva un sello que dice:

ESTADO DE KENTUCKY

Estado de Kentucky
Condado de Fayette

De conformidad con KRS 423.020, yo DONALD W. BLEVINS JR, Secretario del Condado de Fayette para el Estado de Kentucky, siendo el mismo un Tribunal de Registro,

POR LA PRESENTE CERTIFICO QUE,

La comisión notarial de TANYA G. FLOYD, registrada en el libro notario 0114, página 0247, expira el 27 de abril de 2013,

cuyo nombre se suscribe al certificado de prueba o reconocimiento del instrumento anexo y escrita al respecto, era un Notario Público al momento de tomar dicha prueba o reconocimiento en y para dicho Condado de Fayette, residente en la ciudad de Lexington, comisionado, había tomado juramento y estaba debidamente autorizado para tomar el mismo. Y, además, tengo pleno conocimiento de la letra de dicho Notario y creo verdaderamente que la firma de dicho certificado o prueba o reconocimiento es genuina.

EN TESTIMONIO DE LO CUAL, he puesto en el presente mi firma y sello de dicho Tribunal y Condado este 8 de julio de 2009.

(firma)
Secretario, Tribunal del Condado de Fayette

(firma)
Por su Delegado Legal de conformidad con KRS 61.035

Hay un sello seco que dice:

SECRETARIO DEL CONDADO DE FAYETTE
KENTUCKY

CERTIFICADO NOTARIAL

Hay un sello seco que dice:

TANYA G. FLOYD

NOTARIO PÚBLICO GENERAL DEL ESTADO

Hay un sello seco que dice:

SECRETARIO DEL CONDADO DE FAYETTE
KENTUCKY

44

109 391

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO

NIT : 800176089-2

RECIBO OFICIAL DE CAJA : 09 - 42,839
FECHA : JUNIO 9 DE 2009

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO



No. 09-010531- -00003-0000

Fecha: 2009-07-27 16:46:43 Dep. 2020 NUECREACION
Tra. 11 PATENTEIYII Eve: 378 FASENACIONALI
Act. 329 CTOINFORMACION Folios: 44

***** CONSIGNACION *****

DEPOSITANTE	TIPO PAGO	BANCO	CUENTA	No. PAGO	FECHA PGO	Vr. PAGO
BRIGARD & CASTRO LTDA	CONSIGNACION	BANCO DE BOGOTA	062754387	111848111	08/06/2009	31,947,080.00

***** CONCEPTO *****

CANT.	RENTISTICO	CONCEPTO	TOTAL CONCEPTO
1	50005-01-03	CAMBIO DE MODALIDAD Y MODIFICA	
		12 MARCAS Y LEMAS COMERCIALES	111,000.00
		TOTAL :	\$ 111,000.00

SON: CIENTO ONCE MIL PESOS

RESPONSABLE : _____

RECIBO DE CAJA APLICADO AL EXPEDIENTE No. _____