

Assignment

I/WE, the undersigned

Ghislain SANHAJI
18 avenue du Général de Gaulle
51110 Warmeriville
France

Alix ROUSSEAU
45 rue bis rue Chanzy
51360 Verzenay
France

Sandrine NOEL
21 rue des trois fontaines
51110 Warmeriville
France

ASSIGNOR(S), herewith declare that I am/we are the inventor(s) of the invention entitled:

PRODUCT

for which the first application(s) was (were) filed as follows:

Country/countries : **United Kingdom**
Filing date(s) : **26-Oct-2016**
Filing number(s) : **1618090.3**

and that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/WE have sold, assigned and transferred all rights and title to and from the said invention and from the said application(s) in all countries of the world to the ASSIGNEE;

Agro Industrie Reserches et Developpements (ARD)
Route de Bazancourt - 51110 Pomacle (France)

The present assignment is for, but is not limited to the following countries:

Argentina, Australia, Austria, Belgium, Brazil, Canada, Chile, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, India, Ireland, Israel, Italy, Japan, Kazakhstan, Korea, Luxembourg, Mexico, Monaco, Netherlands, New Zealand, Norway, Pakistan, People's Republic of China, Philippines, Poland, Portugal, Russia, Saudi Arabia, South Africa, Spain, Sweden, Switzerland, Taiwan, Turkey, United Kingdom of Great Britain and Northern Ireland, Ukraine, Uruguay, U.S.A., Venezuela.

By virtue of this assignment the said ASSIGNEE is fully entitled to apply for and obtain in their own name or in any other name and for their own purposes and account LETTERS PATENT in the whole world, especially in the above-named countries, and to claim therefor the right of priority of the first filed application(s) in the above-named country (countries) in accordance with international conventions.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Dated: 04/07/2017


Ghislain SANHAJI

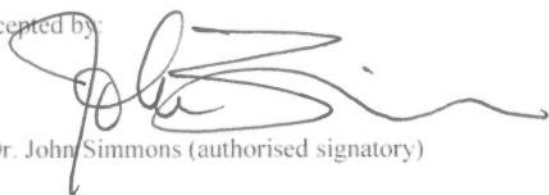
Dated: 04/07/2017


Alix ROUSSEAU

Dated: 04/07/2017


Sandrine NOEL

Accepted by:



Dr. John Simmons (authorised signatory)



Dr. Bridget Claire Power (authorised signatory)

Assignment

I/WE, the undersigned

Ghislain SANHAJI
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51110 Warmeriville
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Alix ROUSSEAUX
45 rue bis rue Chanzy
51360 Verzenay
France

Sandrine NOEL
21 rue des trois fontaines
51110 Warmeriville
France

Eric EICHHORN
Kronenstrasse 39
8006 Zürich
Switzerland

ASSIGNOR(S), herewith declare that I am/we are the sole/joint inventor(s) of the invention entitled:

PRODUCT

for which the first application(s) was (were) filed as follows:

Country/countries : **United Kingdom**
Filing date(s) : **26-Oct-2016**
Filing number(s) : **1618090.3**

and that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/WE have sold, assigned and transferred all rights and title to and from the said invention and from the said application(s) in all countries of the world to the ASSIGNEE:

Givaudan SA

Chemin de la Parfumerie 5, 1214 Vernier, Switzerland

The present assignment is for, but is not limited to the following countries:

Argentina, Australia, Austria, Belgium, Brazil, Canada, Chile, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, India, Ireland, Israel, Italy, Japan, Kazakhstan, Korea, Luxembourg, Mexico, Monaco, Netherlands, New Zealand, Norway, Pakistan, People's Republic of China, Philippines, Poland, Portugal, Russia, Saudi Arabia, South Africa, Spain, Sweden, Switzerland, Taiwan, Turkey, United Kingdom of Great Britain and Northern Ireland, Ukraine, Uruguay, U.S.A., Venezuela.

By virtue of this assignment the said ASSIGNEE is fully entitled to apply for and obtain in their own name or in any other name and for their own purposes and account LETTERS PATENT in the whole world, especially in the above-named countries, and to claim therefor the right of priority of the first filed application(s) in the above-named country (countries) in accordance with international conventions.

Dated: 03/02/2017

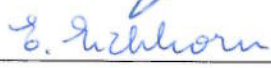

Ghislain SANHAJI

Dated: 03/02/2017


Alix ROUSSEAUX

Dated: 03/02/2017

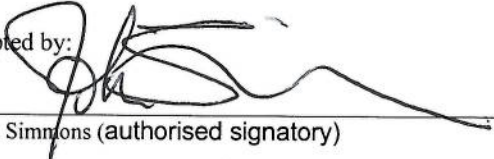

Sandrine NOEL

Dated: 

Eric EICHHORN

Dated: _____

Dated: _____

Accepted by: 

John Simmons (authorised signatory)



Claudia Sievert (authorised signatory)

ASSIGNMENT

This ASSIGNMENT OF PATENT RIGHTS (this “Assignment”) is made this day of March 2017, by and between [Agro Industrie Rescherches et Developpments (ARD)], a French company] (“Assignor”) and Givaudan SA, a Swiss company (“Assignee”).

WITNESSETH :

WHEREAS, in accordance with Article 6.4.1.3 of the Givaudan-ARD Agreement dated 2 June 2014, it is provided that: (i) any Improvements directly developed upon the Givaudan Materials, Givaudan Background Technology or Givaudan Development IP shall be deemed to be in Givaudan’s exclusive ownership; and (ii) any Improvements directly developed upon ARD’s Background Technology or ARD’s Development IP shall be deemed to be in ARD’s exclusive ownership.

A GB patent application number 1618090.3 was filed at the UKIPO in the name of Givaudan SA on 26 October 2016 (the “Assigned IPR”).

WHEREAS, Assignor now wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor’s right, title and interest in and to the Assigned IPR including the right to claim priority for a first filed application in accordance with international conventions.

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of effectuating and recording the assignment of all right, title and interest in and to the Assigned IPR to Assignee including the right to claim priority for a first filed application in accordance with international conventions with the patent offices, agencies and registrars in all applicable jurisdictions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its right, title and interest in and to the Assigned IPR. The foregoing assignment of the Assigned IPR includes the exclusive rights, to (a) apply for and maintain all patents and patent applications and to claim therefor the right of priority for a first filed application in accordance with international conventions, (b) bring actions or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Assigned IPR, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder or pertaining thereto .
2. Acknowledgment. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of

Assignor's right, title and interest in and to the Assigned IPR including the right of priority for a first filed application in accordance with international conventions.

3. Binding Effect; Assignment. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.
4. Further Assurances. Assignor shall take such further actions as may be reasonably necessary or desirable to carry out the provisions of this Assignment. Subject to the foregoing sentence, from time to time after the date hereof, Assignor shall (a) execute all documents and other instruments reasonably necessary to fully vest and perfect in Assignee all of Assignor's right, title and interest in and to the Assigned IPR including the right of priority for a first filed application in accordance with international conventions and (b) provide documents and information useful or necessary for Assignee to prosecute or maintain any issuance, registration or application for issuance or registration of the Assigned IPR, or to pursue or defend any administrative, court, or other legal proceeding involving any of the Assigned IPR.
5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the law of Switzerland without regard to the provisions thereof regarding conflicts of law that would result in the application of the laws of other jurisdictions.
6. Notices: Any notice or other communication required or permitted pursuant to this Agreement shall be effective only if it is in writing and delivered personally, by facsimile transmission, by a national overnight courier service or by registered or certified return-receipt mail, postage prepaid addressed as follows:

If to Assignor to:

**Yvon le Henaff, Agro Industrie Rescherches et Developpements
(ARD)],
Route de Bazancourt, 51110 Pomacle, France**

If to Assignee to:

**Givaudan Schweiz AG, Head Fragrance Research, Duebendorf
Ueberlandstrasse 138, CH-8600, Duebendorf, Switzerland**



with a copy (which shall not constitute notice) to:

Dr John Simmons, Global Patent Department, Givaudan International SA
Ueberlandstrasse 138, CH-8600, Duebendorf, Switzerland

or to such other person or address as any such Party may designate by notice to the other Party. Notice shall be deemed to be given on the date of delivery when personally delivered, upon receipt of a legible copy when transmitted by facsimile or five (5) days after posting by certified mail with postage prepaid.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

[ARD]

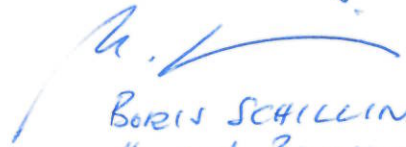
By: _____


Name: YVON LE HENAFF
Title: General Manager

Givaudan

By: _____


Name: Agnes Bonbrun
Title: Head of Intellectual Research


BORIS SCHILLING
Head of Biosciences

