

CONTRATO DE TRASPASO

Yo/Nosotros, el(los) abajo firmante(s)

Inventor(es)

Joerg Benz, ciudadano Alemán, empleado de F. Hoffmann-La Roche AG
c/o F. Hoffmann-La Roche AG
Grenzacherstrasse 124
4070 Basilea, Suiza

Guido Hartmann, ciudadano Alemán, empleado de F. Hoffmann-La Roche AG
c/o F. Hoffmann-La Roche AG
Grenzacherstrasse 124
4070 Basilea, Suiza

en lo sucesivo, CEDENTE(S), declaro(declaramos) por el presente que soy/somos el(los)
inventor(es) conjunto(s) junto con

Inventor(es)

Roland Beckmann empleado de Roche Diagnostics GmbH
Stefan Dengl, ciudadano Alemán, empleado de Roche Diagnostics GmbH
Christian Gassner, ciudadano Alemán, empleado de Roche Diagnostics GmbH
Peter Michael Huelsmann, ciudadano Alemán, empleado de Roche Diagnostics GmbH
Sabine Imhof-Jung, ciudadano Alemán, empleado de Roche Diagnostics GmbH
Kristian Hobolt Jensen, ciudadano Danés, empleado de Roche Diagnostics GmbH
Hubert Kettenberger, ciudadano Alemán, empleado de Roche Diagnostics GmbH
Stefan Lorenz, ciudadano Alemán, empleado de Roche Diagnostics GmbH
Joerg Moelleken, ciudadano Alemán, empleado de Roche Diagnostics GmbH
Olaf Mundigl, ciudadano Alemán, empleado de Roche Diagnostics GmbH

en lo sucesivo CO-INVENTOR(ES)

de la invención titulada:

ANTICUERPO QUE SE UNE A VEGF Y A IL-1BETA Y MÉTODOS DE UTILIZACIÓN

para la cual una(s) solicitud(es) de prioridad fue(fueron) presentada con la

Oficina Europea de Patentes

como se describe a continuación:

No caso.	País	Fecha de Presentación	No. de Serie
P35223-EP	Europa	Diciembre 21, 2018	18215023.5

El(los) CEDENTE(S) reconoce(n) la transferencia anterior a

F. Hoffmann-La Roche AG
Grenzacherstrasse 124
4070 Basilea
Suiza

en lo sucesivo, el CESIONARIO , de todos los derechos, títulos e intereses en, para y derivados de las invenciones reveladas en la(s) solicitud(es) de prioridad expuesta(s) anteriormente en virtud de la ley, contrato u otro.

En lo que respecta al derecho, el título y el interés del(de los) CEDENTE(S) en, para, y derivados de las invenciones reveladas en la(s) solicitud(es) de patente expuesta(s) anteriormente, que no hayan sido transferidos al CESIONARIO, el(los) CEDENTE(S) por el presente CEDE(N) todos los derechos, títulos e intereses en, para y derivados de la invención y de la(s) solicitud(es) de prioridad anterior(es), incluido el derecho a reivindicar prioridad.

El traspaso de los derechos del(de los) CO-INVENTOR(ES) está sujeto a un contrato de traspaso por separado. El(los) CEDENTE(S) aprueba(n) explícitamente ese traspaso.

El CESIONARIO, en virtud de este traspaso, a través del mismo, tendrá el derecho exclusivo y está plenamente autorizado a reivindicar la prioridad de la(s) solicitud(es) de prioridad expuestas anteriormente, para solicitar, obtener y poseer patentes en todo el mundo en su propio nombre y a sus propios costos que reivindiquen la prioridad y se basen en su totalidad o en parte en la(s) solicitud(es) de prioridad, para mantener cualquier patente otorgada al respecto y discontinuar cualquier patente o solicitud de patente según lo considere apropiado.

El CESIONARIO y el CEDENTE por el presente reconocen, confirman y acuerdan que el CEDENTE ha sido compensado de manera completa y adecuada por todos los derechos otorgados o cedidos al CESIONARIO a continuación.

Este acuerdo se registrará e interpretará de conformidad con las leyes sustantivas de Suiza, con la exclusión de la Convención de Viena sobre la Venta Internacional de Bienes con fecha del 11 de abril de 1980. Los tribunales competentes de la ciudad de Basilea, Suiza, tendrán jurisdicción exclusiva.

CEDENTE(S)

Basilea 28. 11. 2019

Lugar, Fecha

ilegible

Joerg Benz

Lugar, Fecha

Guido Hartmann

CESIONARIO

F. Hoffmann-La Roche AG

Basilea, Suiza, Diciembre 2, 2019

Lugar, Fecha

Ilegible

Antonio Natoli

Procurador

Ina Gengelbach

Mandataria

Legalización

El Notario Público abajo firmante del Cantón de Basilea-Ciudad (Suiza), Dr. Christoph Nertz, por medio de el presente legaliza la firma al dorso de

El Señor **Joerg Benz**, ciudadano alemán, residente en Rheinfelden (Alemania),

Él certifica que las personas nombradas están empleadas por F. Hoffmann-La Roche AG, una Sociedad Anónima con domicilio legal en Basilea (Suiza).

Él también legaliza la firma al dorso de

F. Hoffmann-La Roche AG, una Sociedad Anónima con domicilio legal en Basilea (Suiza), representada por

El Señor Antonio Natoli, ciudadano de y residente de Basilea (Suiza), y

La Señora Ina Gengelbach, ciudadana Alemana, residente de Grenzach-Wyhlen (Alemania),

ambos debidamente autorizados para firmar documentos en los que la propiedad de la empresa está enajenada.

Los firmantes y firmas son conocidos personalmente.

Basilea (Suiza), este 16 (Dieciséis) días del mes de diciembre de 2019 (dos mil diecinueve).

Firma Ilegible



BR 1486/2019

ASSIGNMENT AGREEMENT

I/We, the undersigned

Joerg Benz, A German Citizen while employed by F. Hoffmann-La Roche AG
c/o F. Hoffmann-La Roche AG
Grenzacherstrasse 124
4070 Basel
Switzerland

Guido Hartmann, A German Citizen while employed by F. Hoffmann-La Roche AG
c/o F. Hoffmann-La Roche AG
Grenzacherstrasse 124
4070 Basel
Switzerland

hereinafter ASSIGNOR(S), herewith declare that I am/we are joint inventor(s) together with

Roland Beckmann while employed by Roche Diagnostics GmbH
Stefan Dengl, a German citizen while employed by Roche Diagnostics GmbH
Christian Gassner, a German citizen while employed by Roche Diagnostics GmbH
Peter Michael Huelsmann, a German citizen while employed by Roche Diagnostics GmbH
Sabine Imhof-Jung, a German citizen while employed by Roche Diagnostics GmbH
Kristian Hobolt Jensen, a Danish citizen while employed by Roche Diagnostics GmbH
Hubert Kettenberger, a German citizen while employed by Roche Diagnostics GmbH
Stefan Lorenz, a German citizen while employed by Roche Diagnostics GmbH
Joerg Moelleken, a German citizen while employed by Roche Diagnostics GmbH
Olaf Mundigl, a German citizen while employed by Roche Diagnostics GmbH

hereinafter CO-INVENTOR(S)

of the invention entitled:

ANTIBODY THAT BINDS TO VEGF AND IL-1BETA AND METHODS OF USE

for which (a) priority application(s) was (were) filed with the

European Patent Office

as outlined below:

Case No.	Country	Filing Date	Serial No.
P35223-EP	Europe	21 Dec 2018	18215023.5

ASSIGNOR(S) acknowledge(s) the previous transfer to

F. Hoffmann-La Roche AG
Grenzacherstrasse 124
4070 Basel
Switzerland

hereinafter ASSIGNEE, of all right, title, and interest in, to, and deriving from the inventions disclosed in the priority application(s) set forth above by operation of law, contract, or otherwise.

As far as right, title, and interest of the ASSIGNOR(S) in, to, and deriving from the inventions disclosed in the patent application(s) set forth above may not have been transferred to ASSIGNEE, ASSIGNOR(S) herewith assign(s) to ASSIGNEE all right, title, and interest in, to, and deriving from the invention and to the above priority application(s), including the right to claim priority.

The assignment of the rights of the CO-INVENTOR(S) is subject to a separate assignment agreement. ASSIGNOR(S) explicitly approve(s) that assignment.

ASSIGNEE by virtue of this assignment thereof shall have the exclusive right and is fully entitled to claim priority of the priority application(s) set forth above, to apply for, obtain, and own patents worldwide in its own name and at its own costs that claim priority to and are based in whole or in part on the priority application(s), to maintain any patent granted thereupon and to discontinue any patents or patent applications as it deems appropriate.

ASSIGNEE and ASSIGNOR hereby acknowledge, confirm, and agree that ASSIGNOR has been fully and adequately compensated for all rights granted or assigned to ASSIGNEE hereunder.

This agreement shall be governed and construed in accordance with substantive laws of Switzerland, with the exclusion of the Vienna Convention on the International Sale of Goods dated April 11, 1980. The competent courts of Basel City, Switzerland shall have exclusive jurisdiction.

ASSIGNOR(S)

Basel, 28.11.2019
Place, Date

Joerg Benz
Joerg Benz

Place, Date

Guido Hartmann

ASSIGNEE

F. Hoffmann-La Roche AG

Basel, December 2, 2019
Place, Date

Antonli i.v.-J. Gengelbach
Antonio Natoli Ina Gengelbach
Holder of procuration Mandatory

Legalization

The undersigned Notary Public of the Canton of Basel-Stadt (Switzerland), Dr. Christoph Nertz, hereby legalizes the overleaf signature of

Mister **Joerg Benz**, German citizen, residing in Rheinfelden (Germany).

He certifies that the named person is in the employ of F. Hoffmann-La Roche AG, a stock company with legal domicile in Basel (Switzerland).

He also legalizes the overleaf signature of

F. Hoffmann-La Roche AG, a stock company with legal domicile in Basel (Switzerland), rendered by

Mister Antonio Natoli, citizen of and residing in Basel (Switzerland), and

Miss Ina Gengelbach, German citizen, residing in Grenzach-Wyhlen (Germany),

both duly entitled to sign documents wherein property of the company is alienated.

All signers and signatures personally known.

B a s e l (Switzerland), this 16th (sixteenth) day of December 2019 (two thousand and nineteen).



BR 1486/2019

ASSIGNMENT AGREEMENT

Roche Diagnostics GmbH ("ASSIGNOR") a corporation duly organized under the laws of Germany and having its principal place of business at Sandhofer Strasse 116, D-68305 Mannheim, Germany

acknowledges the previous transfer to

F. Hoffmann-La Roche AG ("ASSIGNEE") a corporation duly organized under the laws of Switzerland, and having its principal place of business at 124 Grenzacherstrasse, CH-4070 Basle, Switzerland

for good and valuable consideration paid to ASSIGNOR by ASSIGNEE, the receipt and sufficiency of which is hereby acknowledged, of all right, title, and interest in, to, and deriving from the invention(s) disclosed in the patent application(s) set forth below for all countries of the world by operation of law, contract, or otherwise, and any Letters Patent which may hereafter be granted on the same in all countries of the world including any application claiming priority, divisions, renewals, continuations in whole or in part, substitutions, conversions, reissues, reexaminations, prolongations or extensions thereof.

As far as the right, title, and interest of ASSIGNOR in, to, and deriving from the invention(s) disclosed in the patent application(s) set forth below may not have been transferred, for good and valuable consideration paid to ASSIGNOR by ASSIGNEE, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns, sells and transfers to ASSIGNEE, and to ASSIGNEE'S successors and assigns, for all countries of the world all of ASSIGNOR'S right, including the right to claim priority, title and interest in, to, and deriving from the invention(s) described in the patent application(s) listed below, including any divisions, renewals, continuations in whole or in part, substitutions, conversions, reissues, reexaminations, prolongations or extensions thereof, or other patent applications claiming the benefit of the filing date of the following patent application(s):

Case No.	Country	Filing Date	Serial No.
P35128-EP-1	Europe	September 6, 2019	19196006.1

entitled

Tumor-targeted agonistic CD28 antigen binding molecules

ASSIGNEE, by virtue of this Assignment, shall have the right to file and own patent applications that claim priority to and are based in whole or in part on the patent application(s) cited above in all countries of the world and to own Letters Patents that issue thereon. Accordingly, ASSIGNOR hereby authorizes and requests the patent offices to issue any Letters Patent which may issue for such patent applications, including any divisions, renewals, continuations in whole or in part, substitutions, conversions, reissues, reexaminations, prolongations or extensions thereof, to ASSIGNEE, its successors and assigns.

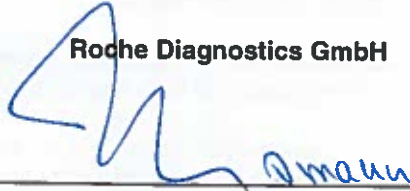
ASSIGNOR does hereby covenant and agree with ASSIGNEE, its successors and assigns, that ASSIGNOR will not execute any writing or do any act conflicting with this assignment, and ASSIGNOR further agrees that he will, without charge to said ASSIGNEE, but at ASSIGNEE'S expense, cooperate with ASSIGNEE in the prosecution of said Letters Patent and/or applications, execute, verify, acknowledge and deliver all such further papers, including applications for Letters Patent and for the reissue thereof, and instruments of assignment and transfer thereof, and will perform such other acts as ASSIGNEE lawfully may request, to obtain or maintain Letters Patent for said invention and improvement in any and all countries, and to vest title thereto in said ASSIGNEE, or ASSIGNEE'S successors and assigns.

This agreement shall be governed and construed in accordance with substantive laws of Switzerland, with the exclusion of the Vienna Convention on the International Sale of Goods dated April 11, 1980. The competent courts of Basel City, Switzerland shall have exclusive jurisdiction.

ASSIGNOR

Roche Diagnostics GmbH

Basel, Switzerland, *November 28, 2019*


Beat Rauber Susanne Amann
both authorized signatories

ASSIGNEE

F. Hoffmann-La Roche AG

Basel, Switzerland, *December 2,*
2019

 
Antonio Natoli Denise Strebel
Holder of procuration Mandatory

Legalization

The undersigned Notary Public of the Canton of Basel-Stadt (Switzerland), Dr. Christoph Nertz, herewith legalizes the foregoing signature of

Roche Diagnostics GmbH, a limited liability company with legal domicile in Mannheim (Germany), rendered by

Mister Beat Rauber, citizen of Lenzburg (Switzerland), residing in Oberwil/BL (Switzerland), and

Miss Susanne Amann, German citizen, residing in Heitersheim (Germany),

both duly entitled to sign documents wherein property of the company is alienated.

He also legalizes the foregoing signature of

F. Hoffmann-La Roche AG, a stock company with legal domicile in Basel (Switzerland), rendered by

Mister Antonio Natoli, citizen of and residing in Basel (Switzerland), and

Miss Denise Strebel, citizen of Basel (Switzerland), residing in Gretzenbach (Switzerland),

both duly entitled to sign documents wherein property of the company is alienated.

All signers and signatures personally known.

B a s e l (Switzerland), this 24th (twenty-fourth) day of December 2019 (two thousand and nineteen).

BR 1578/2019

