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The language of the documents is as follows. I begin with the Technology Transfer Contract. I am reading from a translation from the German: “ HOECHST shall transfer any and all TECHNOLOGIES and INDUSTRIAL PROPERTY RIGHTS worldwide which can be exclusively applied within the CONTRACT AREA to the unrestricted ownership of NUTRINOVA.”

Then there is a list to be transferred, which are listed in annex 1, and annex 1 includes this patent.

The document uses the language “ shall transfer for the industrial property rights” to be transferred. The document, as I understand, is governed by German law. It is said there is a doubt as to whether that operates as an assignment as such, or merely as an agreement to assign.

What happened was the patentees, when they were considering suing another party in 1998, looked at their title. They were not quite sure which of the two effects the document had, so they decided to enter into an Assignment Back and then a formal assignment which could be registered at the Patent Office.

The Assignment Back says in its recitals: “ By an agreement (“ the Assignment” ) dated 28th August 1997 HOECHST assigned to NUTRINOVA certain industrial property rights, including the patents for the United Kingdom, Great Britain, Northern Ireland, and the Isle of Man listed in the Schedule. • (B) To avoid recording the Assignment, it has been agreed that NUTRINOVA should make the following re-assignment without payment.”

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