

05-28-1999



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Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party(ies): **RPMS Technology Limited**
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: **Imperial College Innovations Limited**
Address: **Sherfield Building
London SW7 2AZ**
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **August 01, 1998**

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s):

08/596,184 (shown on page 5 of Assignment)

B. Patent No.(s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Shelley P.M. Fussey, Ph.D.
Williams, Morgan & Amerson, P.C.
7676 Hillmont, Suite 250**

City: **Houston** State: **Texas** Zip: **77040**

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. 3.41) _____ \$ 40.00

Enclosed
 Authorized to be charged to deposit account
if check insufficient or inadvertently omitted

8. Deposit account number: 50-0786/4040.000200
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Shelley P.M. Fussey

**May 18,
1999**

Name of Person Signing; Reg. No. 39,458

Signature

Date

Total number of pages including cover sheet, attachments and documents: 7

Mail documents to be recorded with required cover sheet information to:
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Washington, D.C. 20231

05/27/1999 DNGUYEN 00000163 08596184

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CERTIFICATE OF MAILING
37 C.F.R 1.8

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as First Class Mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington, D.C. 20231, on the date below:

May 18, 1999
Date

Shelley P.M. Fussey

information, designs, drawings, systems, results of experimentation, whether or not recorded in material form, including all data, techniques, processes, test results, prototypes, experiments, note books, records and other information relating to the IPR.

SCHEDULE II

The Agreements assigned hereunder are :

CONFIDENTIALITY AGREEMENTS

1.	ICSTM, RPMSt, Amylin Pharmaceuticals	11.8.97
2.	RPMS, RPMSt, Antisoma Ltd	4.6.97
3.	RPMS, RPMSt, Hammersmith Hospitals Trust, Amersham International plc	16.5.95
4.	RPMS, RPMSt, Anagen (UK) Ltd	14.5.96
5.	RPMSt, Alizyme Ltd	14.2.96
6.	RPMS, RPMSt, Allelix Biopharmaceuticals Inc	14.11.95
7.	RPMSt, Ares Services SA	23.11.95
8.	RPMS, RPMSt, Boehringer Mannheim GmbH	29.7.97
9.	RPMS, RPMSt, Baxter SA	20.6.97
10.	RPMS, RPMSt, Becton Dickinson	10.3.97
11.	RPMS, RPMSt, Boehringer Ingelheim	17.10.96
12.	RPMS, RPMSt, Professor Nick Barber	7.1.97
13.	RPMS, RPMSt, Biovation Ltd	26.3.96
14.	RPMS, RPMSt, Biovation Ltd	6.8.96
15.	RPMS, RPMSt, Bristol-Myers Squibb Company	16.5.96
16.	RPMS, RPMSt, British Biotech Pharmaceuticals Ltd	4.3.97
17.	RPMSt, Boehringer Mannheim GmbH	4.7.96
18.	RPMSt, Mr Brian Auty	21.4.94
19.	RPMS, RPMSt, Bayer AG	25.9.95
20.	ICSTM, RPMSt, Cambridge Antibody Technology Ltd	8.10.97
21.	ICSTM, RPMSt, Cambridge Antibody Technology Ltd (different technology from 20)	8.10.97
22.	RPMSt, London School of Pharmacy, Capsule Pharma/Brithealth Ltd	26.11.96
23.	RPMS, RPMSt, CIS bio international	15.5.96
24.	RPMS, RPMSt, Ciba Geigy Corporation	5.12.95
25.	RPMS, Caduceus, Celltech Ltd	18.4.94
26.	RPMS, RPMSt, Cubist Pharmaceuticals Inc	14.6.95
27.	RPMS, Caduceus, Cyanamid of Great Britain Ltd	20.1.95
28.	RPMS, RPMSt, Duramed Europe Ltd	12.2.97
29.	RPMSt, London School of Pharmacy, Eurand International SpA	12.12.96
30.	RPMS, RPMSt, Mr David Edwards	19.1.96
31.	RPMS, RPMSt, F Hoffmann-La Roche Ltd	1.5.96
32.	RPMS, RPMSt, Femcare Ltd	29.1.96
33.	RPMS, RPMSt, American Home Products	

1. Judith Silvester, European Patent Attorney, certify that this is a true copy of the document of which it purports to be a copy. Judith Silvester

THIS AGREEMENT is made the first day of August 1998 between 26 April 1999
London, England

(1) **RPMS Technology Limited** whose registered office is at Commonwealth Building, Du Cane Road, London W12 0NN (hereinafter "RPMSt"), formerly Caduceus Limited (hereinafter "Caduceus")

and

(2) **Imperial College Innovations Limited** whose registered office is at Sherfield Building, London SW7 2AZ (hereinafter "IC Innovations")

WHEREAS

- A. RPMSt and IC Innovations are both wholly owned subsidiary companies of Imperial College of Science, Technology and Medicine (hereinafter "the College") and are both concerned with transferring technology generated by members of the College's staff and students to commerce and industry.
- B. Following the merger of the Royal Postgraduate Medical School (hereinafter "RPMS") with the College, the College wishes to amalgamate the technology transfer activities of said two companies.
- C. In order to facilitate such amalgamation RPMSt has agreed to assign to IC Innovations the intellectual property rights and know-how set out in Schedule I hereto (hereinafter "the IPR") and the agreements set out in Schedule II hereto (hereinafter "the Agreements").
- D. IC Innovations wishes to take assignment of the IPR and the Agreements.

IT IS HEREBY AGREED as follows:

- 1. In consideration of the sum of £1 (one pound sterling) (to include any applicable VAT) now paid by IC Innovations to RPMSt (the receipt of which RPMSt hereby acknowledges) RPMSt hereby assigns and confirms absolutely to IC Innovations :
 - 1.1 its entire right, title and interest in and to the IPR (including any continuation, continuation-in-part, division, patent of addition, foreign counterpart, reissue, renewal or extension of whatsoever type based thereupon) including the right to sue for damages and other remedies in respect of infringement of such rights and the right to apply for and to prosecute free from encumbrances and obtain patent and other protection throughout the world in respect of the IPR including the right to claim priority therefor to the intent

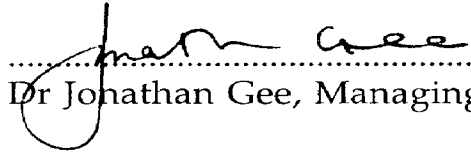
that the grant of any patents or similar protection shall be in the name of IC Innovations; and

- 1.2 its interest in the Agreements.
2. RPMSt warrants to IC Innovations that it has full right and title to the IPR and the Agreements and has not agreed to assign, charge or encumber the same to any person or entity other than IC Innovations and that the IPR and/or the Agreements are not subject to any lien.
3. IC Innovations undertakes to RPMSt that with effect from the date hereof it will at its own expense assume all duties and obligations in the prosecution, maintenance and defence of the IPR (other than as may be provided for in any of the Agreements) and discharges RPMSt from any such duties and obligations on or after the date hereof.
4.
 - 4.1 RPMSt covenants that at the request of IC Innovations it will at all times hereafter do all such acts and execute all such documents as may be reasonably necessary or desirable both to secure the vesting in IC Innovations of all IPR and the Agreements assigned to IC Innovations hereunder and to assist in the resolution of any questions concerning the IPR and/or the Agreements.
 - 4.2 If RPMSt shall at any time hereafter make or receive the benefit of any improvements, modifications and/or enhancements to the IPR assigned hereunder or shall be the beneficiary of a replacement and/or substitute to the IPR and/or receive the benefit of any additional and/or change to the IPR (collectively "the Improvements") it shall forthwith disclose to IC Innovations the nature of the same and, if available to it, the mode of working or carrying out the same into practical effect, and if so required by IC Innovations shall assign all rights in the Improvements to IC Innovations free of charge.
5.
 - 5.1 IC Innovations undertakes to RPMSt that with effect from the date hereof it will assume all RPMSt's duties and obligations under the Agreements and discharges RPMSt from any such duties and obligations.
 - 5.2 Subject to the consent of any third party (where necessary or appropriate) IC Innovations shall after the date hereof carry out and complete the Agreements for its own benefit.

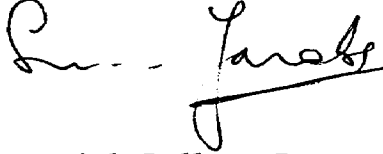
- 5.3 RPMSt shall use all reasonable endeavours to obtain the consent of any third party whose consent is required to an assignment or novation to IC Innovations of any of the Agreements and shall, subject to such consent, effect or join in such assignment or novation.
- 5.4 Failing or pending any required consent as referred to in Clause 5.3, RPMSt remains liable under any such Agreement as a contracting party but IC Innovations shall at its own expense assume the obligations of each such Agreement with effect from the date hereof as agent for RPMSt.
- 5.5 RPMSt shall promptly account to IC Innovations for all sums received in respect of each Agreement after the date hereof and procure that IC Innovations shall be entitled to the full benefit of it.
- 5.6 IC Innovations shall keep RPMSt indemnified against and held harmless from all actions, proceedings, costs, expenses, loss and damage whatsoever arising in relation to the Agreements directly or indirectly as a result of any act, omission or default of RPMSt or any other person which occurs on or after the date hereof.
- 5.7 RPMSt shall keep IC Innovations indemnified against and held harmless from all actions, proceedings, costs, expenses, loss and damage whatsoever arising in relation to the Agreements directly or indirectly as a result of any act, omission or default of RPMSt or any other person which occurs prior to the date hereof.
- 5.8 If any complaints are made after the date hereof by parties to any of the Agreements, and in respect of the Agreements, then RPMSt shall immediately provide details of those complaints to IC Innovations.
6. Each party shall bear its own costs incurred incidental upon or in connection with the preparation and execution of this Agreement.
7. This Agreement shall be governed by English law and shall be deemed to have been made in England and the parties agree to submit to the jurisdiction of the English courts.
8. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value, or the aggregate amount or value exceeds £60,000 (sixty thousand pounds sterling).

SIGNED FOR AND ON BEHALF OF:

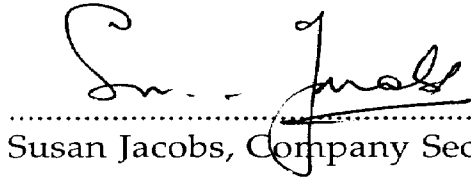
RPMS Technology Limited


.....
Dr Jonathan Gee, Managing Director

in the presence of:-



Imperial College Innovations Limited


.....
Susan Jacobs, Company Secretary

in the presence of:-



SCHEDULE I

The intellectual property rights assigned hereunder are :

Country	Number	Title
US	280,306	Biologically useful material
US	861,827	Continuation of 280306 (P12875US)
UK	9713984.4	Apparatus and method for automatically monitoring intravenous infusions
Canada	2183217	Compounds for use in managing labour
New Zealand PCT	286088 GB97/00529	-ditto- Cox-2 selective inhibitors for managing labour and uterine contractions
UK	9724860.3	Assay (Alzheimer's surrogate assay)

PCT	GB97/02995	Biological material and uses thereof
PCT	GB98/001100	Radiobiologically-based imaging system for radiotherapy treatment planning
PCT	GB98/01230	Biological materials and uses thereof (polyoma virus pseudocapsids)
EP	0391973	Method and apparatus for analysing an electro-encephalogram
EP (UK)	0391973	-ditto-
France	EP 0391973	-ditto-
Germany	P3855455.3	-ditto-
EP	94923806.7 (0714405)	Therapeutic and diagnostic agents for amyloidosis
US	08/569184	-ditto-
UK	477225 (UK)	A medical ventilator
France	477225 (FR)	-ditto-
Germany	69021383.2	-ditto-
Italy	26870/BE95	-ditto-
Japan	508632/90	-ditto-
UK	475993 (UK)	Improvements in or relating to medical ventilators
France	475993 (FR)	-ditto-
Germany	69128109.9	-ditto-
Italy	28186/BE96	-ditto-
Japan	508423/90	-ditto-
UK	9720248.5	Coagulation inhibition
PCT	GB98/00850	-ditto-
UK	9723422.3	Dynamic control of ultrasound scanner systems
UK	9809280.2	Immunosuppression
PCT	claiming priority from USSN 08/887,534	Anti-bacterial methods and materials

The know-how assigned hereunder means all knowledge, technical