

06-08-2000

RE

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Our Ref.: 3764-37

Commissioner of Patents and Trademarks
Box Assignment, Washington, D.C. 20231

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

1. Name of conveying party(ies):

Astra Pharmaceuticals
Limited, Home Park, Kings
Langley, Herts, England
WD4 8DH

2. Name and address of receiving party(ies):

AstraZeneca UK Limited

Internal Address:

Street Address: 15 Stanhope Gate

City: London

State/Country: England

Zip: W1Y 6LN

Additional name/s of conveying party/ies attached?

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Assignment ☒ Change of Name
☐ Other

Execution Date: January 4, 2000

Additional name/s & address/es attached? ☐ Yes ☒ No

4. Application number(s) or patent 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).

- (1) 09/029,831
(2)
(3)

B. Patent No(s).

- (1)
(2)
(3)

Additional numbers attached ☐ Yes ☒ No

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

Name: Leonard C. Mitchard

Internal Address:

Street Address: Nixon & Vanderhye P.C.

1100 North Glebe Road

8th Floor

City: Arlington State: VA Zip: 22201

6. Total number of applications & patents involved: 1

7. Total fee (37 CFR 3.41)

\$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.

DO NOT USE THIS SPACE

9. Statements 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.

Leonard C. Mitchard

Name of Person Signing
Reg. No. 29,009

Signature

June 5, 2000

Date

Total number of pages including original cover sheet, attachments, and document: [8]

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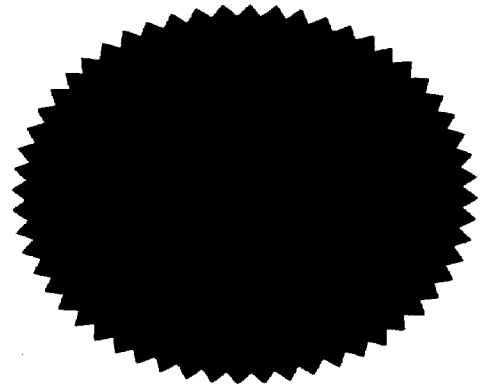


I JOHN BICKMORE HODGSON of Wilmslow, Cheshire, England, Notary Public duly authorised admitted and sworn and practising within the United Kingdom of Great Britain and Northern Ireland **do hereby certify** that the photostat matter hereto annexed and on which I have impressed my notarial seal is a true copy of a document the original of which was produced to me at Macclesfield, Cheshire, England, this sixth day of April in the year two thousand.

A handwritten signature in black ink, appearing to read "JB/Hodgson", written over a horizontal dotted line.

John Bickmore Hodgson

Notary Public

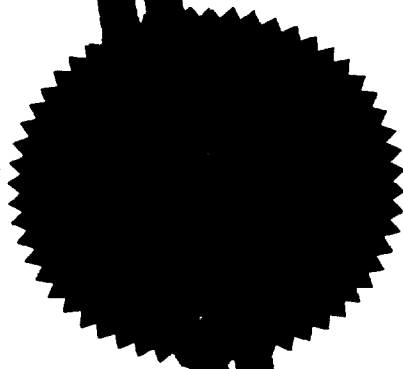


I, **ELEANOR FRANCES ALISON FOGAN**, Notary Public of the City of London and elsewhere in England, duly admitted and sworn, practising in the said City,

DO HEREBY CERTIFY AND ATTEST:

THAT the signature set to the Certification appearing on and in verification of the hereunto annexed copy document relating to the English Company styled "**AstraZeneca UK Limited**", a Company duly incorporated and existing in accordance with the laws of England, registered at the Companies Registration Office for England and Wales under No. **3674842** and having its Registered Office at **15 Stanhope Gate, London W1Y 6LN, England**, is truly that of **GRAEME HAROLD RANKINE MUSKER**, whose identity I attest, the Secretary of the said Company, and a proper and competent Officer thereof to sign such Certification on its behalf.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Seal of Office in the City of London aforesaid, this twenty-fourth day of January in the year two thousand.



CERTIFIED TRUE COPY OF THE ORIGINAL

SIGNED.....

G. H. R. MUSKER
Company Secretary

DATE 19 JAN 2000

4 January 2000

ASTRA PHARMACEUTICALS LIMITED

ASTRAZENECA UK LIMITED

**ASSIGNMENT OF INTELLECTUAL
PROPERTY RIGHTS**

FRESHFIELDS

**PATENT
REEL: 010827 FRAME: 0811**

THIS DEED OF ASSIGNMENT is made on 4 January 2000

BETWEEN

ASTRA PHARMACEUTICALS LIMITED (company no. 98220) a company incorporated in England whose registered office is at Home Park, Kings Langley, Herts WD4 8DH (*Astra*)

ASTRAZENECA UK LIMITED (company no. 3674842) a company incorporated in England whose registered office is at 15 Stanhope Gate, London W1Y 6LN (*AZUK*)

WHEREAS

- (A) Astra is the beneficial owner of the Business IPR.
- (B) Astra has agreed to assign the Business IPR to AZUK, on the terms and conditions contained in this Deed.

IT IS AGREED AS FOLLOWS:

DEFINITIONS

1.1 Words and expressions used in this Deed shall have the meanings set out in the Schedule, unless the context requires otherwise.

1.2 The headings in this Deed shall not affect its interpretation.

ASSIGNMENT

2. Astra hereby assigns to AZUK all its right, title and interest in the Business IPR together with all statutory and common law rights attaching thereto including the right to sue for damages and other remedies in respect of any infringement or misuse of the Business IPR.

MAINTENANCE OF REGISTERED RIGHTS

3. AZUK will be responsible for the maintenance of the Registered Rights following the date of this Deed, notwithstanding that some Registered Rights may for the time being be held by or registered in the name of Astra. Astra undertakes to do the following, at AZUK's cost, pending formal registration of the assignment of each Registered Right to AZUK in each relevant jurisdiction:

- (a) if legally required to pay all registration, renewal and other official and professional costs and fees relating to the Registered Right as they fall due;
- (b) if legally required to use best endeavours to promptly satisfy all official actions issued by any relevant trade mark, patent or other registry in respect of the Registered Right;

- (b) if the dispute has not been resolved 21 days after such a notice is given, responsibility for resolution of the dispute shall be referred to the Chief Financial Officer of AZUK (or his nominee) and the Chief Financial Officer of the ultimate holding company of Astra (or his nominee); and
- (c) if the dispute has not been resolved under (b) after a further 60 days then either party shall be free to serve proceedings in accordance with Clause 7.2.

COUNTERPARTS

5. This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

FURTHER ASSURANCE

6.1 Astra agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as AZUK may reasonably require, at AZUK's cost, to implement and/or give effect to this Deed and for the purpose of vesting in AZUK the full benefit of the rights assigned to AZUK under this Deed, including executing such deeds, agreements or other documents as may be required by AZUK to effect the registration or recordal of the assignment of the Registered Rights to AZUK in each relevant jurisdiction.

6.2 Without limiting Clause 6.1, the parties shall use all reasonable endeavours to produce an agreed list of the Registered Rights as soon as reasonably practicable, and in any case within 90 days, after the date of this Deed.

GOVERNING LAW

7.1 This Deed and the relationship between the parties shall be governed by, and interpreted in accordance with, English law.

7.2 The parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of, or in connection with, this Deed.

IN WITNESS WHEREOF this Deed has been executed by the duly authorised representatives of the parties the day and year first above written.

SIGNED by SHAWN GRADY
for and on behalf of
ASTRA PHARMACEUTICALS
LIMITED
in the presence of:

J. G. Long
Solicitor
65 Fleet Street
London

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Shamir ans)

SIGNED by SHAWN GRADY
for and on behalf of
ASTRAZENECA UK LIMITED
in the presence of:

J. G. Long

Solicitor

65 Fleet Street

London

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)
Shawn Grady

SCHEDULE

Definitions

Business IPR means all Intellectual Property Rights owned by Astra;

Intellectual Property Rights means patents, trade marks, service marks, trade names, internet domain names, design rights, copyright and moral rights, rights in know-how, rights in secret or confidential information, rights in supplementary protection certificates and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect anywhere in the world and any divisionals, continuations, continuations in part, extensions, reissues and re-examinations of the same; excluding, for the avoidance of doubt, any registrations obtained from pharmaceutical regulatory authorities;

Registered Rights means, in relation to any jurisdiction, any Business IPR which are the subject of registration (or application for registration) with any competent authority in that jurisdiction; and *Registered Right* means any one of them.

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