

MRO
10-27-00

11-09-2000

COVER SHEET

FORM PTO-1595



101512141

To the Hon.

ached original documents or copy thereof.

1. Name of conveying party(ies): Medical Research Council

NAME ADDRESS 20 Park Crescent, London W1N 4AL United Kingdom

- Individuals Association
- General Partnership Limited Partnership
- Corporation State - _____
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: July 19, 2000

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

Name: Diversys Limited

Internal Address: 20 Park Crescent

Street Address _____

City: London State UK ZIP: W1N 4AL

- Individual(s) citizenship
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation State _____
- Other _____

If assignment is not domiciled designation is attached: Yes No

(Designation must be a separate document from Assignment) Yes No
Additional name(s) & address(es) attached?

4. Application number(s) or registration numbers:

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

A. Patent Application No.(s) 09/511,939

B. Patent No.(s)

7

Additional numbers attached? Yes No

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

Name: Kathleen M. Williams

Internal Address: Palmer & Dodge LLP

Street Address: One Beacon Street

City: Boston State: MA ZIP: 02109

6. Total number of application and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to charge deficiencies to deposit account

8. Deposit account number: 16-0085

(Attach duplicate copy of this page if paying by deposit account)

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.

Kathleen Madden Williams
Name of Person Signing

[Signature]
Signature

10/26/00
Date

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Total number of pages comprising cover sheet attachment and document:

DATED 19 July 2000

MEDICAL RESEARCH COUNCIL

-and-

DIVERSYS LIMITED

ASSIGNMENT OF PATENT APPLICATIONS

679020-4

PATENT
REEL: 011212 FRAME: 0629

THIS DEED OF ASSIGNMENT is made the 19 day of July 2000

BETWEEN:-

- (1) **MEDICAL RESEARCH COUNCIL** a public body incorporated under Royal Charter of 20 Park Crescent, London W1N 4AL (the "MRC"); and
- (2) **DIVERSYS LIMITED** a company incorporated in England (No.3907643) whose registered office is 20 Park Crescent, London W1N 4AL ("Diversys").

RECITALS:-

- (A) The MRC is the applicant for and sole beneficial owner of the patent applications short particulars of which are set out in the Schedule hereto (the "Patents").
- (B) The MRC agrees to assign to Diversys all its rights, title and interest in the Patents without limitation upon the terms specified below.

In consideration of the mutual promises and covenants exchanged herein IT IS HEREBY AGREED THAT,

DEFINITIONS:-

In this agreement the following expressions shall, unless the context otherwise requires, have the following meanings:

"Agricultural Biotechnology" means the use of plants for protein production, the production of herbicides/pesticides and/or the production of antibodies or antibody fragments

directed against plant derived molecules and/or plant pathogens.

"Proteomics"

means the parallel study of many different genome encoded products. This may include, but is not limited to, the derivation of targets for therapeutic, diagnostic or prophylactic entities arising from gene-sequencing data and analysis or the derivation of targets for therapeutic, diagnostic or prophylactic entities arising from analysis of protein expression (and/or modification) and/or the analysis of whole cells or cell extracts.

"Research Reagents"

means the production of entities which are to be sold to the market for life science research.

OPERATIVE TERMS

1. SHARES

The MRC will receive 10,000 (ten thousand) fully paid up shares of £0.01 nominal value in Diversys.

2. ASSIGNMENT

2.1 The MRC assigns to Diversys all the MRC's interest in the Patents including without limitation:

2.1.1 the Patents and all patents deriving or drawing priority from the Patents including all divisions, extensions, continuations, re-issues, and supplementary protection certificates in relation to any of the Patents;

- 2.1.2 the right to claim the benefit of priority from the Patents under the Paris Convention for the Protection of Industrial Property and under any other relevant International Convention or Treaty for each country or territory of the union constituted by the relevant Convention in which application may be made;
 - 2.1.3 the right to apply for and obtain patent protection for inventions comprised within the patents;
 - 2.1.4 such rights as the MRC may have to sue for and obtain injunctive relief, damages and other relief in respect of any including past infringement or misuse in relation to the Patents, any patents deriving or drawing priority from the Patents, any of the rights conferred by publication of the Patents, or any of the other rights referred to in this clause 2.1.3;
 - 2.1.5 the right to sue for damages and other remedies in respect of any default or negligence on the part of the MRC's patent agents in the prosecution of the Patents before the date of this Assignment.
- 2.2 The MRC will at the request and expense of Diversys comply with the reasonable requests of Diversys to assist with the prosecution to grant of those Patents which are still applications and (subject to the provision of an indemnity in terms acceptable to the MRC) if Diversys shall become a party to proceedings will comply with the reasonable requests of Diversys to assist the defence of any proceedings in respect of the Patents and will execute or use reasonable endeavours to procure the execution by third parties of all such documents and do all such acts as may be reasonably necessary or proper to procure the grant of letters patent pursuant to the applications for the Patents.
- 2.3 The MRC will at the request and expense of Diversys do all acts and execute all documents and procure the deposing to or swearing of any declarations or oaths reasonably necessary for vesting absolutely all right title and interest in and to the Patents in favour of Diversys and for conferring on Diversys rights of action in relation to any infringement of the Patents by third parties at or prior to the date

hereof and render all assistance reasonably required by Diversys and pending the doing executing and making of such acts, documents, declarations, oaths, and things the MRC shall hold the legal title in the Patents in trust for Diversys.

- 2.4 In the event that proceedings are at any time concerning the validity or infringement of any of the Patents the MRC will render all reasonable assistance to Diversys in relation thereto (including participation in proceedings) subject to Diversys indemnifying the MRC in respect of the MRC's reasonable costs fees and expenses (including legal expenses) in relation thereto.
- 2.5 Diversys grants to the MRC an irrevocable, royalty-free, non-exclusive licence for the MRC, every employee and student of the MRC and any research worker undergoing a programme of academic research within MRC facilities to use the Patents for academic and research purposes only within the Medical Research Council. This licence is not transferable, but it includes the right for the MRC to use the Patents in research projects including projects which benefit from external funding. In the case of commercially sponsored research projects the commercial third party shall not itself acquire any licence to the Patents.

3. **WARRANTIES**

- 3.1 The MRC hereby warrants that on the date hereof:-
- 3.1.1 it has full power to enter into this Agreement and the right to assign the rights;
- 3.1.2 all fees due in respect of the Patents have been duly paid;
- 3.1.3 the MRC has not granted any licenses or permissions to use any of the Patents to any third party;

- 3.1.4 the MRC is unaware of any infringement of any of the Patents;
- 3.1.5 it is not aware of any act which has been done or omitted from being done nor aware of any event which has occurred that will prevent a patent being granted in respect of the applications for the Patents;
- 3.1.6 the MRC is applicant for and sole legal and beneficial owner of the Patents;
- 3.2 The MRC shall at the request of Diversys provide all such reasonable assistance as Diversys may request to enable Diversys to resist any action claim or proceedings brought against Diversys as a consequence of any such breach of clause 3.1.

4. REVERTER

- 4.1 If an order is made, or a petition presented, or an effective resolution passed for the winding up of Diversys (except for the purpose of an amalgamation or reconstruction, the terms of which have previously been notified to and approved by the MRC) then the MRC may require that Diversys assign the Patents to the MRC.
- 4.2 If, on the fifth anniversary of this Agreement Diversys has not exploited any of the patents in any one or more of the fields of Proteomics, Research Reagents, diagnostics, non-human therapeutics or Agricultural Biotechnology then the MRC shall be granted a non-exclusive royalty-free licence to the Patents in the field or fields which remain unexploited with rights to sub-licence. "Exploitation" is defined as involving at least one of the following: the commencement of a collaborative research programme with a commercial third party; the execution of a commercial deal with a third party involving at least £100,000 of consideration; the execution of a licensing arrangement with a commercial third party; direct

sales of product by Diversys; or continuing support of a defined programme of research and development by Diversys or a third party academic or commercial collaborator of Diversys that involves the funding of one or more full time scientists.

5. GOVERNING LAW AND JURISDICTION

- 5.1 This Agreement shall be governed by, and construed in accordance with English law.
- 5.2 The Parties agree that the Courts of England shall have non-exclusive jurisdiction in relation to any claim, dispute or difference concerning this Agreement and any matter arising therefrom.

6. SEVERABILITY

If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties to this Agreement shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties to this Agreement in this Agreement.

Schedule

The Patents

<u>Application Number</u>	<u>Country/Territory</u>	<u>Priority Date</u>	<u>PCT Filing Date</u>	<u>Title (Short Title)</u>
9722131.1 (known as the 'Tomlinson' patent) PCT/GB98/031 5	PCT Contracting States	20/10/97	20/10/98	Library
9810223.9 (known as the 'Winter/ Kristensen' patent), combined at PCT filing with 9810228.8 (known as the 'Winter/ Riechmann' patent) PCT/GB99/015 6	PCT Contracting States	13/5/98	13/5/98	Selection System
0002492.7 (known as the 'Riechmann & Winter' patent)	PCT Contracting States	3/2/00		Combinatorial Protein Domains
9928789.8 (known as the 'Holt 1' patent)	PCT Contracting States	3/12/99		Naïve System

IN WITNESS WHEREOF this Deed has been executed by the parties and is intended to be and is hereby delivered on the date first above written

SIGNED as a DEED by Martin Wood)
as attorney for MEDICAL RESEARCH)
COUNCIL in the presence of)

Martin R. Wood Ph.D.
Deputy Director, Technology Transfer Group

..... *M. R. Wood*

Witness Signature: *Stella Platt*

Witness Name: *STELLA PLATT*

Witness Address: *45 BARNWICK ROAD*
..... *PLUMSTEAD*
..... *LONDON SE18 1NB*

Witness Occupation: *TECHNOLOGY TRANSFER ADMINISTRATOR*

EXECUTED AS A DEED BY)
DIVERSYS LIMITED acting)
for two directors or a director)
and the secretary)

..... *G. P. Winter*
Director

..... *[Signature]*
IAN TOMLINSON Director/Secretary

0015443.5 (known as the 'Holt 2' patent)	PCT Contracting States	23/6/00		Matrix Screening Method
9928787.2 (known as the 'De Wildt' patent)	PCT Contracting States	3/12/99		Direct Screening