FORM PTO-1619A Expires 06/30/99 OMB 0651-0027	11-09-2000	U.S. Department of Commerce Patent and Trademark Office PATENT
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	f Patents and Trademarks: Please record the attached original Conveyance Type	document(s) or copy(les).
Submission Type	X Assignment Security	Agreement
Resubmission (Non- Document ID#	Recordation) License Change of	of Name
Correction of PTO E Reel #	Frame # U.S. Government	ment ernment Agencies)
Reel #	Frame # Departmental File	Secret File
Conveying Party(ies	Mark if additional names of conveyin	g parties attached Execution Date Month Day Year
Name (line 1) Astra Pl	harmaceuticals Limited	
Name (line 2)		Execution Date
Second Party Name (line 1)		Month Day Year
Name (line 2)		
Receiving Party	Mark if additional nar	mes of receiving parties attached
Name (line 1) AstraZet	neca UK Limited	If document to be recorded is an assignment and the receiving party is not domiciled in the United
Name (line 2)		States, an appointment
Address (line 1) 15 Stan	hope Gate	(Designation must be a separate document from Assignment.)
Address (line 2)		
Address (line 3) London		Zip Code
Domestic Represen	tative Name and Address Enter for the first Receiving	ng Party only.
Name White &	Case LLP	
	venue of the Americas	
Address (line 2) New Yor	ck, New York 10036	
Address (line 3)		
Address (line 4)		
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	llection of information is estimated to average approximately 30 minutes per Cover Sheet to be re lete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trac sheet the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent Strategies to the the court	ecorded, including time for reviewing the document and domark Office. Chief Information Officer, Washington,
gathering the data header	llection of information is estimated to average approximately 30 minutes per Cover Sheet to be re olete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trac formation and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project kage 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO Re- til documents to be recorded with required cover sheet(s) inform hissioner of Patents and Trademarks, Box Assignments , Washi	mation to:
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**REEL: 011215 FRAME: 0982** 

FORM PTO-1619B Expires 06/30/99 OMB 0651-0027	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT
Correspondent Name and Address	Area Code and Telephone Number	212-819-8200
Name White & Case LLP		
Address (line 1) 1155 Avenue of the Amer	icas	
Address (line 2) New York, New York 100	36	
Address (line 3)		
Address (line 4)		
Pages Enter the total number of particulation including any attachments.	ges of the attached conveyance docur	ment # <u>5</u>
Fee Amount     Fee Amount       Method of Payment:     Enclosed       Deposit Account     Enclosed	Patent Number (DO NOT ENTER BOTH numbers Paten P	It Number(s)     Image: Stress str
Contament and Signature	Authorization to charge additional fees:	Yes A NO
	Pelief, the foregoing information is true original document. Charges to depos 24 John M Genne Signature	e and correct and any it account are authorized, as <u>October 25, 2000</u> Date

PATENT REEL: 011215 FRAME: 0983

× CD
G.H. R. MUSKER Company Secretary
Company Secretary
DATE

4 January 2000

## ASTRA PHARMACEUTICALS LIMITED

### ASTRAZENECA UK LIMITED

# ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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FRESHFIELDS

PATENT REEL: 011215 FRAME: 0984 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 fail 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;

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- (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 SHAVN GRADY for and on behalf of ASTRA PHARMACEUTICALS LIMITED in the presence of: J.G. Long Soliciton 65 Fleet street

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

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5.6. Long Solicit-65 Ficht Shreft London

> PATENT REEL: 011215 FRAME: 0987

#### 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 reexaminations 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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## PATENT REEL: 011215 FRAME: 0988

**RECORDED: 10/27/2000**