

RECORDATION FC  
PATENT

11-20-2000

DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
2224/OE665



101522180

copy thereof.

To the Honorable Commissioner of Patents and Trademarks:

1. Name of conveying party(ies):  
Dario Neri; Gregory P. Winter; Dan S. Tawfik; 10-16-00

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

3. Nature of conveyance:

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

Execution Date: Neri - 2/13/98, Winter - 4/2/98,  
Tawfik - 11/22/99,

Name: **Medical Research Council**  
**20 Park Crescent**  
**London W1N 4AL**  
**United Kingdom**

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)  
09/142,355 (PCT/GB97/01153)

B. Patent No.(s)

I hereby certify that this paper and every  
paper referred to therein as being enclosed  
is being deposited with the U.S. Postal Service  
as first class mail, postage prepaid, in  
an envelope addressed to: Commissioner of  
Patents & Trademarks, Washington DC 20231,  
on October 13, 2000 (Date of Deposit)  
10/13/00 Date LB Name

Additional numbers attached? ☐ Yes ☒ No

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

Name: Darby & Darby P.C.

Internal Address: Paul F. Fehlner, Esq.

Street Address: 805 Third Avenue, 27th Floor

City: New York State: New York Zip: 10022-7513

6. Total number of applications and patents  
involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

04-0100

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

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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.

Paul F. Fehlner, Ph.D.  
Name of Person Signing

Paul F. Fehlner  
Signature

September 27, 2000  
Date

Total number of pages including cover sheet, attachments, and document:

10

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments,  
Washington, D.C. 20231

**MEDICAL RESEARCH COUNCIL  
ASSIGNMENT OF INVENTION**

MRC Ref: A813/1286

THIS ASSIGNMENT is made the <sup>22<sup>nd</sup></sup> day of *November* 1999

BETWEEN:

(1) Dan Salah Tawfik of 254 Queen Ediths Way, Cambridge CB1 8NL,  
United Kingdom ("the Inventor")

and

(2) Medical Research Council of 20 Park Crescent, London W1N 4AL,  
United Kingdom ("the Council")

IT IS AGREED as follows:

**1 Definitions**

The following terms shall have the following meaning:

"Invention": the invention or inventions detailed in the attached Schedule.

**2 Recitals**

- 2.1 The Inventor is a joint inventor with others of the Invention
- 2.2 The Inventor jointly with others made the Invention whilst undertaking a programme of research at the MRC Centre for Protein Engineering
- 2.3 The Inventor has agreed to assign to the Council all the Inventor's rights in the Invention including the right to apply for patent or similar protection for it.

**3 Assignment**

In consideration of the sum of £1 (one pound sterling) now paid by the Council to the Inventor (receipt of which the Inventor acknowledges) the Inventor assigns to the Council absolutely all the Inventor's rights title and interest in the Invention including the right to apply for and be granted patent or similar protection for it in any part of the world.

*S. S. T.*

#### 4 Perfection of transfer of rights

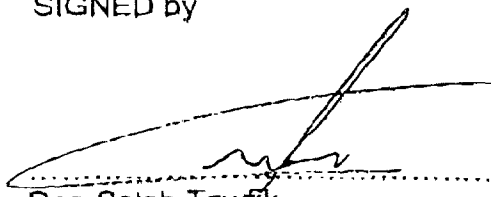
The Inventor agrees with the Council at the request and expense of the Council to execute any further document that the Council may reasonably require to enable the Council to apply in the Council's name for patent or other similar protection in any part of the world in respect of the Invention.

#### 5 Certificate of value

It is hereby certified that this transaction does not form part of a larger transaction or series of transactions in respect of which the amount or value of the aggregate amount or value of the consideration involved exceeds £60,000 (sixty thousand pounds).

AS WITNESS the hands of the Inventor and a duly authorised officer of the Council the day and year first above written

SIGNED by

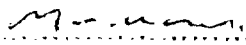
  
..... (signature)  
Dan Salah Tawfik

12 November 1999

This assignment was signed under the understanding that MRC had offered FEBS a 2% revenue share and that FEBS have accepted the offer and consequently agreed to the assignment of this invention.

D.S.T.

SIGNED by

  
..... (signature)  
..... (print name)

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

Duly authorised officer for and on  
behalf of Medical Research Council

## SCHEDULE

MRC Ref	Title	Filing Number	Filing Date	Country
A813/1286	Isolation of Enzymes	9608540.2	25/4/96	UK
		PCT/GB97/01153	25/4/97	
		26446/97	25/4/97	AUS
		2,250,922	25/4/97	CAN
		97918248.2	25/4/97	EP
		9-537862	25/4/97	JP
		09/142,355	25/4/97	US

*L. J. T.*

**PATENT ASSIGNMENT**

DATE: 2<sup>nd</sup> April 1998

**PARTIES:**

- (1) **GREGORY PAUL WINTER**  
of D4 Nevills Court, Trinity College, Cambridge CB2 1TQ, England  
("ASSIGNOR")
- (2) **MEDICAL RESEARCH COUNCIL**  
of 20 Park Crescent, London W1N 4AL, England  
("ASSIGNEE")

**RECITALS:**

- A. The ASSIGNEE is the applicant in respect of the patent application particularised in the Schedule to this Assignment (the "APPLICATION") in all designated states except the United States of America and the ASSIGNEE was the applicant in respect of (lapsed) United Kingdom patent application GB 9608540.2 from which the APPLICATION derives its priority date.
- B. The ASSIGNOR is one of the inventors in respect of the invention the subject of the APPLICATION (the "INVENTION") and one of the applicants in respect of the APPLICATION in the United States of America.
- C. The ASSIGNOR was an employee of the ASSIGNEE at the time of making the INVENTION.
- D. The parties have agreed that all the ASSIGNOR's rights in the INVENTION (including the APPLICATION) shall be assigned to the ASSIGNEE on the terms contained in this Assignment.

**OPERATIVE TERMS:**

In consideration of the sum of £1 (one pound sterling) paid by the ASSIGNEE to the ASSIGNOR (the receipt and sufficiency of which is hereby acknowledged) IT IS AGREED as follows:-

1. Assignment

The ASSIGNOR hereby assigns with full title guarantee to the ASSIGNEE absolutely and free from all liens charges licences and encumbrances and the ASSIGNEE hereby accepts from the ASSIGNOR all the ASSIGNOR's property right title and interest anywhere in the world in and to the INVENTION including without limitation:

- (a) the APPLICATION and all patent applications and patents deriving or claiming priority from any thereof or otherwise relating to the INVENTION (including GB

9608540.2 referred to above) including all divisionals continuations reissues extensions registrations and supplementary protection certificates in relation to any thereof;

- (b) the benefit of all priority dates;
- (c) all other intellectual property rights and knowhow;
- (d) the right to sue for and obtain injunctive relief damages and all other relief in respect of any infringement or misuse (whether past present or future) in relation to any patents deriving or claiming priority from the APPLICATION or any of the rights conferred by publication of the APPLICATION or the INVENTION or any of the other rights referred to in this Assignment.

2. Further Assurance

The ASSIGNOR undertakes to do all further acts and execute all further documents at the ASSIGNEE's request and expense as the ASSIGNEE may reasonably require to secure the vesting in the ASSIGNEE or the ASSIGNEE's nominee or successors in title of all rights title and interests intended to be assigned transferred or granted to the ASSIGNEE hereunder and to give the ASSIGNEE the full benefit of this Assignment including doing all acts which may be necessary or desirable in connection with:

- (a) the prosecution of the APPLICATION and the filing and prosecution of any further applications anywhere in the world and obtaining grant in relation thereto,
- (b) protecting and enforcing the APPLICATION and any patents or patent applications and other intellectual property rights relating to the INVENTION.

Any confirmatory assignment documents required in any country shall be construed in accordance with the terms of this Assignment.

3. MRC Awards to Inventors Scheme

Nothing in this Assignment shall prejudice any rights which the ASSIGNOR may have under the ASSIGNEE's Awards to Inventors Scheme or any of the ASSIGNOR's statutory rights.

4. Law

This Assignment shall be governed by and construed and take effect in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

5. Certificate of Value

It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £60,000.

IN WITNESS of which the parties have executed and delivered this Assignment as a deed on the date

3

shown at the beginning of this Assignment.

**SCHEDULE**

PCT/GB97/01153 (publication no. WO97/40141) of 25th April 1997 relating to "Isolation of Enzymes".

**EXECUTED by GREGORY PAUL WINTER**

Signature: *G. P. Winter*

In the presence of a witness:  
witness signature:

*Plowden*

witness name:

CATHILA PLOWDEN

witness address:

THRIPLAW HOUSE - E., MIDDLE STREET,  
THRIPLAW, ROYSTON, HERTS SG8 7AD

**EXECUTED by MEDICAL RESEARCH COUNCIL**

acting by

Full name:

Martin R. Wood Ph.D.

Title:

Head of Technology Transfer Group

Duly authorised to execute on behalf of MEDICAL RESEARCH COUNCIL

Signature:

*M. R. Wood*

In the presence of a witness

witness signature:

*Sheila Flight*

witness name:

SHEILA FLIGHT

witness address:

45, BREWERY ROAD,  
PLUMSTEAD,  
LONDON SE18 1NB

**PATENT ASSIGNMENT****DATE:** 13 February 1998**PARTIES:**

- (1) **DARIO NERI**  
of Institut für Molekularbiologie und Biophysik, ETH-Hönggerberg, 8093-Zurich,  
Switzerland  
("ASSIGNOR")
- (2) **MEDICAL RESEARCH COUNCIL**  
of 20 Park Crescent, London W1N 4AL, England  
("ASSIGNEE")

**RECITALS:**

- A. The ASSIGNEE is the applicant in respect of the patent application particularised in the Schedule to this Assignment (the "APPLICATION") in all designated states except the United States of America and the ASSIGNEE was the applicant in respect of (lapsed) United Kingdom patent application GB 9608540.2 from which the APPLICATION derives its priority date
- B. The ASSIGNOR is one of the inventors in respect of the invention the subject of the APPLICATION (the "INVENTION") and one of the applicants in respect of the APPLICATION in the United States of America.
- C. The ASSIGNOR's contribution to the INVENTION was made by the ASSIGNOR for the ASSIGNEE during the course of the ASSIGNOR's normal duties as an employee of the ASSIGNEE and in circumstances such that the ASSIGNEE has at all relevant times been beneficially entitled to all the ASSIGNOR's rights in the INVENTION including the ASSIGNOR's rights in the APPLICATION.
- D. The parties have agreed that all the ASSIGNOR's rights in the INVENTION (including the APPLICATION) shall be assigned to the ASSIGNEE on the terms contained in this Assignment.

**OPERATIVE TERMS:**

In consideration of the sum of £1 (one pound sterling) paid by the ASSIGNEE to the ASSIGNOR (the receipt and sufficiency of which is hereby acknowledged) IT IS AGREED as follows:-

1. Assignment  
The ASSIGNOR hereby assigns with full title guarantee to the ASSIGNEE absolutely and free from all liens charges licences and encumbrances and the ASSIGNEE hereby accepts from the ASSIGNOR all the ASSIGNOR's property right title and interest anywhere in the world in and to the INVENTION including without limitation:
  - (a) the APPLICATION and all patent applications and patents deriving or claiming priority from any thereof or otherwise relating to the INVENTION (including GB 9608540.2 referred to above) including all divisionals



continuations reissues extensions registrations and supplementary protection certificates in relation to any thereof;

- (b) the benefit of all priority dates;
- (c) all other intellectual property rights and knowhow;
- (d) the right to sue for and obtain injunctive relief damages and all other relief in respect of any infringement or misuse (whether past present or future) in relation to any patents deriving or claiming priority from the APPLICATION or any of the rights conferred by publication of the APPLICATION or the INVENTION or any of the other rights referred to in this Assignment.

2. Further Assurance

The ASSIGNOR undertakes to do all further acts and execute all further documents at the ASSIGNEE's request and expense as the ASSIGNEE may reasonably require to secure the vesting in the ASSIGNEE or the ASSIGNEE's nominee or successors in title of all rights title and interests intended to be assigned transferred or granted to the ASSIGNEE hereunder and to give the ASSIGNEE the full benefit of this Assignment including doing all acts which may be necessary or desirable in connection with:

- (a) the prosecution of the APPLICATION and the filing and prosecution of any further applications anywhere in the world and obtaining grant in relation thereto,
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IN WITNESS of which the parties have executed and delivered this Assignment as a deed on the date shown at the beginning of this Assignment.

3


SCHEDULE

PCT/GB97/01153 (publication no. WO97/40141) of 25th April 1997 relating to "Isolation of Enzymes".

EXECUTED by DARIO NERI

Signature: 

In the presence of a witness:

witness signature: 

witness name: SALVATORE DE MARTIS

witness address: Institut für Molekularbiologie und Biophysik  
ETH - HÖNGGERBERG CH-8093 - ZÜRICH  
(Switzerland)

EXECUTED by MEDICAL RESEARCH COUNCIL

acting by


Full name: Martin R. Wood Ph.D.

Title: Head of Technology Transfer Group

Duly authorised to execute on behalf of MEDICAL RESEARCH COUNCIL

Signature: 

In the presence of a witness

witness signature: 

witness name: JANET URAND

witness address: MEDICAL RESEARCH COUNCIL  
20 PARK CRESCENT  
LONDON W1N 4AL  
UNITED KINGDOM