



11-30-2000



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Our Ref.: 3774-2

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.

<p>1. Name of conveying party(ies): ZENECA LIMITED</p> <p>Additional name/s of conveying party/ies attached? <input type="checkbox"/></p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Assignment <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: <u>September 28, 1999 & October 4, 1999</u></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Oliver Wiedow</u> Internal Address: _____ Street Address: <u>Forstweg 55</u> _____ City: <u>D24105 Kiel</u> State/Country: <u>Germany</u> Zip: _____</p> <p>Additional name/s & address/es attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>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: _____</p> <table border="0"><tr><td style="vertical-align: top;"><p>A. Patent Application No(s). (1) <u>08/427,170</u> (2) _____ (3) _____</p></td><td style="vertical-align: top;"><p>B. Patent No(s). (1) _____ (2) _____ (3) _____</p></td></tr></table> <p style="text-align: center;">Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>A. Patent Application No(s). (1) <u>08/427,170</u> (2) _____ (3) _____</p>	<p>B. Patent No(s). (1) _____ (2) _____ (3) _____</p>
<p>A. Patent Application No(s). (1) <u>08/427,170</u> (2) _____ (3) _____</p>	<p>B. Patent No(s). (1) _____ (2) _____ (3) _____</p>		
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Mary J. Wilson</u> Internal Address: _____ Street Address: <u>Nixon & Vanderhye P.C.</u> <u>1100 North Glebe Road</u> <u>8th Floor</u> City: <u>Arlington</u> State: <u>VA</u> Zip: <u>22201</u></p>	<p>6. Total number of applications & patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account #14-1140</p> <p>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.</p>		

DO NOT USE THIS SPACE

<p>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.</p> <table border="0"><tr><td style="text-align: center;"><u>Mary J. Wilson</u> Name of Person Signing Reg. No. 32,955</td><td style="text-align: center;"><u>Mary J. Wilson</u> Signature</td><td style="text-align: center;"><u>November 2, 2000</u> Date</td></tr></table> <p style="text-align: right;">Total number of pages including original cover sheet, attachments, and document: [5]</p>		<u>Mary J. Wilson</u> Name of Person Signing Reg. No. 32,955	<u>Mary J. Wilson</u> Signature	<u>November 2, 2000</u> Date
<u>Mary J. Wilson</u> Name of Person Signing Reg. No. 32,955	<u>Mary J. Wilson</u> Signature	<u>November 2, 2000</u> Date		

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ORIGINAL

PATENT ASSIGNMENT

Date: 4 / 10 / 1999

Parties:

- (1) ZENECA LIMITED of 15 Stanhope Gate, London W1Y 6LN ("the Assignor").
- (2) PROFESSOR OLIVER WIEDOW, Forstweg 55, D24105 Kiel, Germany ("the Assignee")

RECITALS:

- (A) IMPERIAL CHEMICAL INDUSTRIES PLC ("ICI"), Professor Enno Christophers, Dr Jens Michael Schröder and the Assignee (the "Researchers") entered into an agreement dated 1st May 1989 ("the Collaboration Agreement") under which the parties collaborated on research into human elastase inhibitors.
- (B) Under the Collaboration Agreement, the Researchers agreed to assign to ICI ownership of certain Proteins and information generated prior to the commencement of the Collaboration together with all inventions and discoveries made during the Collaboration (which are hereinafter described in and referred to as the Patents and Associated Rights).
- (C) ICI and the Assignor have sought patent protection for the Patents in respect of the countries listed in the Schedule ("the Designated Countries") under the publication number specified in the Schedule to this Agreement.
- (D) ICI assigned to Assignor all rights, title and interests in and to all Patents and Associated Rights generated prior to the commencement of the Collaboration together with all inventions and discoveries made during the Collaboration by either Party to the Collaboration Agreement.
- (E) At the request of the Assignee, the Assignor has agreed to assign all rights, title and interests in and to all Patents and Associated Rights to the Assignee.

OPERATIVE PROVISIONS:

- 1. IN pursuance of the said agreement and in consideration of the sum of £1 (the receipt of which is hereby acknowledged) the Assignor with full title guarantee HEREBY ASSIGNS unto the Assignee:
 - 1.1 all of the rights of the Assignor to and in the Patents and Associated Rights and the right in respect of the Patents to apply to each of the national Patent Offices of the Designated Countries to be registered as

proprietor in that country subject to the Assignee granting to the Assignor the non-transferable right to practice any invention and/or any associated know how or materials related thereto for its own in-house research;

- 1.2 the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of the Patents whether committed before or after the date of this Agreement.

TO HOLD the same unto the Assignee absolutely.

2. The Assignor HEREBY COVENANTS with the Assignee that the Assignor will at the expense of the Assignee execute sign and do all such instruments applications documents acts and things as may reasonably be required by the Assignee to enable the Assignee or its nominee to enjoy the full benefit of the rights hereby assigned and to apply for and obtain registration of the Assignee as the registered proprietor of the Patents in all of the Designated Countries.
3. If any commercial benefit accrues to the Assignee through the licensing or use of the Patents and Associated Rights, the Assignee shall pay a royalty to the Assignor in respect of the contribution made by Assignor to the discovery and development of a commercial product as may, in all the circumstances, be reasonable. Such royalty shall not exceed 2% of net sales value of any such product.
4. The parties hereby certify that the transaction effected by this Assignment is not part of a larger transaction or series of transactions in respect of which the amount or value, or aggregate amount or value, of the consideration exceeds £60,000.
5. Assignor warrants that (i) Assignor is the sole beneficial owner and owner of title and record of the Patents and Associated Rights and has full power to enter into this Agreement, (ii) Assignor has not granted any licences or other rights to any third party in respect of any of the Patents and Associated Rights in any part of the world, (iii) notwithstanding the rights granted to Assignor under Section 1.1 hereof Assignor has not retained any rights of whatever kind relating to the Patents and Associated Rights.
6. Assignee's obligations to co-operation and the confidentiality obligation pursuant to Section 3 of the Collaboration Agreement shall cease to be effective as of this day. Subject to Assignor's rights under Section 1.1 hereof, Assignor shall keep secret and confidential and shall cause its affiliates, officers and directors to keep secret and confidential any information under the Collaboration Agreement and the Prior Assignment.
7. Assignor had produced micro-organisms that express elafin or elafin containing constructs. Assignor shall grant the Assignee a non-exclusive

licence under any IP retained by the Assignor solely to manufacture such micro-organisms.

8. If any of the terms and conditions of this Patent Assignment are held by any court of competent jurisdiction to contravene, or to be invalid under the laws of any political body having jurisdiction over the subject matter hereof, such contravention or invalidity shall not invalidate the entire Patent Assignment. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, and an equitable adjustment shall be made and provisions be added to give effect to the intention of the Parties as expressed herein.
9. Assignor will use all reasonable endeavours to cause ICI to undertake all obligations as are applicable to Assignor under this Assignment.
10. Unless specifically otherwise defined in this Patent Assignment, terms in capital letters shall have the same meaning ascribed to them in the Collaboration Agreement and the Prior Assignment.

IN WITNESS of which this Assignment has been executed and delivered the date and year first above written.

Signed for and on behalf of
ZENECA LIMITED

Name B. Pickup

Title Authorised Signatory

Date 28.1.1999

Signed by Professor Oliver Wiedow

Name O. Wiedow

Title

Date 4.10.1999

Uel, Germany

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THE SCHEDULE

Patent Number	Country	Status
0402068	Europe	Granted Patent
	<i>Austria</i>	
	<i>Belgium</i>	
	<i>Switzerland</i>	
	<i>Liechtenstein</i>	
	<i>Germany</i>	
	<i>Denmark</i>	
	<i>Spain</i>	
	<i>France</i>	
	<i>United Kingdom</i>	
	<i>Greece</i>	
	<i>Italy</i>	
	<i>Luxembourg</i>	
	<i>Netherlands</i>	
	<i>Sweden</i>	
5464822	USA	Granted Patent
08/427170	USA	Patent Application
636148	Australia	Granted Patent
2018592	Canada	Patent Application
902880	Finland	Patent Application
70520	Ireland	Granted Patent
94602	Israel	Granted Patent
148816/90	Japan	Patent Application
177716	Norway	Granted Patent
233974	New Zealand	Granted Patent
94326	Portugal	Granted Patent
90/4461	South Africa	Granted Patent