



101692321

Tab settings → → → ▼ ▼

▼ ▼

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

1. Name of conveying party(ies):  
**SCOTTISH AGRICULTURAL COLLEGE**  
*2-13-01*  
Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):  
Name: **JSR HEALTHBRED LTD**  
Address: **Southburn**  
**FEB 13 2001**  
City: **Driffield** State **East Yorkshire**  
Country: **England** ZIP: **YO25 9ED**  
Additional name(s) & address(es)  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: **05/24/00 and 05/12/00**

4. Application number(s) or registration numbers(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_  
Patent Application No.      Filing date  
**09/214,174**                      **02/24/99**  
Additional numbers  Yes  No

B. Patent No.(s)  
 Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Philip E. Hansen, Heslin & Rothenberg, P.C.**  
Registration No. **32,700**  
Address: **5 Columbia Circle**  
City: **Albany** State/Prov.: **NY**  
Country: **US** ZIP: **12203**

6. Total number of applications and patents involved: **1**  
7. Total fee (37 CFR 3.41):.....\$ **40.00**  
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account  
 Authorized to be charged to deposit account  
8. Deposit account number: **40E**  
**08-1935**

DO NOT USE THIS SPACE

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.*  
**Philip E. Hansen**      *Philip E. Hansen*      **February 9, 2001**  
Name of Person Signing      Signature      Date  
Total number of pages including cover sheet, attachments, and **5**

# PATENT ASSIGNATION

BETWEEN

SCOTTISH AGRICULTURAL COLLEGE of West Mains Road, Edinburgh, EH9 3JG, Scotland ("the Assignor")

AND

JSR HEALTHBRED LTD of Southburn, Driffield, East Yorkshire, YO25 9ED, England ("the Assignee")

WHEREAS

- (A) Peter Surai and Raymond Noble have contributed to the making of an invention identified under the Patent Cooperation Treaty as PCT/GB/01735 and further identified in Schedule 1 (hereinafter called "the Invention");
- (B) The Assignor has made various applications for the grant of a patent in respect of the Invention ("the Applications") filed on 29<sup>th</sup> June 1996 and detailed in Schedule 1;
- (C) The Assignor has been granted South African Patent (No. 975774) in respect of the Invention ("the Patent")
- (D) The Assignor is the employer of the said Peter Surai and the former employer of said Raymond Noble and the Invention was made in circumstances such that it belongs to the Assignor by virtue of the provisions of the Patents Act 1977;
- (E) It is the wish of the parties hereto that the Applications should be prosecuted in the name of the Assignee and that any corresponding applications in the UK or overseas be filed in the name of the Assignee and that any patent granted on the Application shall vest in the Assignee.

THEREFORE IT IS AGREED BETWEEN THE ASSIGNOR AND THE ASSIGNEE AS FOLLOWS:-

- 1) Insofar as the Assignor is the owner of any right to and/or interest in the Invention and is entitled to the benefit of the Applications and is entitled to make application for patent or similar protection for the Invention in all countries of the world and to claim priority under the International Convention, IN CONSIDERATION OF the sum of Thirty Thousand Pounds Sterling (£30,000) receipt of which the Assignor hereby acknowledges the Assignor hereby assigns to the Assignee its whole right, title and interest in and to:-
  - i. The Invention
  - ii. The Patent

iii. The benefit of the Applications, all right, title and interest therein and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom (including the right to apply for or obtain corresponding patents for the Invention in any country of the world together with the right to claim priority of the Applications and each of them under the International Convention or other patent treaty or convention) to the intent that any patent granted pursuant to the Application or any of them or any other application corresponding to the Application shall be in name of and vested in the Assignee to HOLD unto the Assignee absolutely;

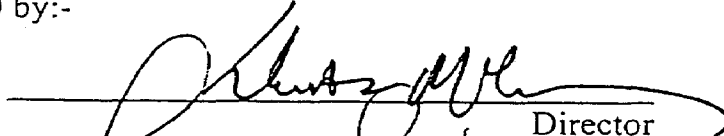
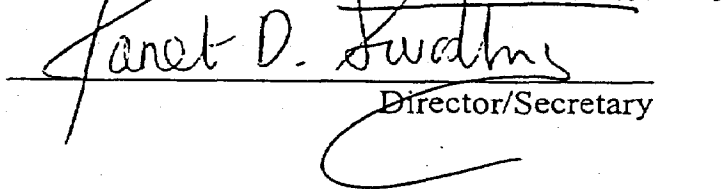
- 2) In making the Invention the Assignor has not knowingly made use of the rights of any third party, however, no warranties are given that exploitation of Invention would not infringe any third party rights, and the Assignee shall free, relieve and indemnify the Assignor from and against any costs, claims or demands made by any such third party.
- 3) The Assignee hereby agrees as part of the consideration for the grant of this assignment in addition to the sum payable under 1) above to take sole responsibility of management (including costs) of the Application. The Assignee also agree to pay for the patent costs incurred by the Assignor prior to the date of execution as shown by Schedule 2 as well as 50 percent of any professional legal fees incurred by the Assignor associated with the preparation and execution of the Assignment, which sums will be paid, together with the sum of £30,000 referred to above forthwith upon execution of this Assignment.
- 4) 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; and
- 5) This Assignment shall be construed in all respects in accordance with Scots Law

SAC  
PATENT ASSIGNATION  
PAPER APART

IN WITNESS WHEREOF these presents typewritten on this and the preceding two pages together with the Schedule of 2 parts are executed as follows:-

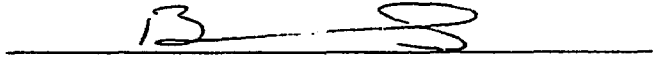

They are subscribed on behalf of the Assignor at

On the 24th day of May 2000 by:-

  
\_\_\_\_\_  
Director  
  
\_\_\_\_\_  
Director/Secretary

They are subscribed on behalf of the Assignee at

On the 12th day of May 2000 by:-

  
\_\_\_\_\_  
Director  
  
\_\_\_\_\_  
Director/Secretary

# Schedule 1

## Patent Application Details

**Improvement of Male Fertility**

Priority Date of 29<sup>th</sup> June 1996

Territory	Number	Granted
International Patent Application	PCT/GB97/01735	No
South African Patent	975774	Yes
European Patent Application	97929374.3	No
US Patent Application	214174	No
Canadian Patent Application	2259330	No