

05-16-2001

FORM PTO-1595



3R SHEET

U.S. Department of Commerce

5-9-01

101719294

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

1. Name and address of conveying party(ies):

Name: Fluorescence Limited
 Street Address: 55 Colmore Row
 City: Birmingham, West Midlands England B3 2AS
 State: _____ ZIP: _____

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

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

Name: Cyclacel Limited
 Internal Address: _____
 Internal Address: _____
 Street Address: 21 St. James Square
 City: London SW1Y 4RB England
 State: _____ ZIP: _____

Additional name(s) and address(es) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

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

Execution Date: October 27, 2000

4. Application number(s) or registration numbers:

If being submitted with New Application, execution date of application is:

A. Patent Application No.(s) 09/146,549

B. Patent No.(s)

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: 02108

6. Total number of application and patents involved: 77. Total fee (37 CFR 3.41) \$ 280.00☒ Enclosed☐ Authorized to charge deficiencies to deposit account8. Deposit account number: 16-0085 Ref. 10069/00001

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

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.

Kathleen M. Williams

Name of Person Signing

[Signature]
Signature5/9/01
DateTotal number of pages comprising cover sheet attachment and document: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignment
 Washington, D.C. 20231

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PATENT
 REEL: 011792 FRAME: 0761

Additional Application Numbers:

09/259,474

09/259,658

09/259,981

09/259,478

09/258,452

09/259,159

215
30009

Dated 27 October 2000

FLUORESCIENCE LIMITED

and

CYCLACEL LIMITED

PATENT ASSIGNMENT

K
Solicitors
107 - 111 Fleet Street
London
EC4A 2AB

PATENT
REEL: 011792 FRAME: 0763

THIS AGREEMENT is made the 27th day of October

2000

BETWEEN

(1) **FLUORESCIENCE LIMITED**, a company registered in England and Wales (registered number 03378741) whose registered office is at 55 Colmore Row, Birmingham, West Midlands, B3 2AS (the "Assignor"); and

(2) **CYCLACEL LIMITED**, a company registered in England and Wales (registered number 3237549) whose registered office is 12 St. James Square, London SW1Y 4RB (the "Assignee").

WHEREAS:

- (A) The Assignor is the registered proprietor or the Applicant for registration of the patents and applications listed in the Schedule to this Agreement;
- (B) Pursuant to a Business Purchase Agreement of even date ("BPA"), the Assignor has agreed to assign to the Assignee the said registered patents and applications together with any other patents granted in respect of any such application (the "Patents") and all rights to claim priority from any of the same on the terms set out in this Agreement.

IT IS HEREBY AGREED

- 1 In consideration of the execution by the Assignee of the BPA the Assignor hereby assigns to the Assignee absolutely and with full title guarantee the Patents and the full and exclusive benefit thereof together with the right to recover and to take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any of the Patents whether committed before or after the date of this Agreement.
- 2 The Assignor hereby covenants with the Assignee that the Assignor will at the expense of the Assignee execute all such documents and do any things that the Assignee may reasonably require to enable the Assignee or its nominee to enjoy the full benefit of the rights hereby assigned.

- 3 The Assignor warrants that so far as it is aware:
- 3.1 the Patents are free and clear of any licence, security interest, right or benefit to or in favour of any person;
- 3.2 none of the Patents are being infringed, revoked, objected to or opposed by any person;
- 3.3 the exercise by the Assignee of the rights granted by those Assignments will not infringe any rights of any third party.
- 4 This Agreement shall be governed by and interpreted in accordance with English law and the parties hereby submit the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE

All Intellectual Property including the following and all equivalents, CIPs and divisionals, national application and all supporting documentation, information and laboratory notebooks.

REF No. CYCLACEL	DESCRIPTION	REF No. FLUORESCIENCE	PCT	US
1	Coiled-coil binding assays	WO99/11774	PCT GB98/02565	US 09/146,549
2	Protease assays	P005931	PCT GB00/00601	US 09/259,474
3	Immobilised assay formats	P005932	PCT GB00/00669	US 09/259,658
4	Natural domains – phos.	P006404	PCT GB00/00666	US 09/258,981
5	Natural domains – non-phos.	P006403 Combined in EU with P006404	n/a	US 09/259,478
6	Simultaneous assay	P008184	PCT GB00/00663	n/a
7	Fluorescent labelling		n/a	US 4256/85181
8	Protein DNA	P009006 GB	n/a	US 10069/1100
9	Confirmational state of protein	P006344GB	PCT GB00/00668	US 09/258,452
10	Modification of engineered binding partners	P006405GB	PCT GB00/0674	US 09/259,159
11	Transgenic mouse	P007360 GB	n/a (GB priority application)	n/a

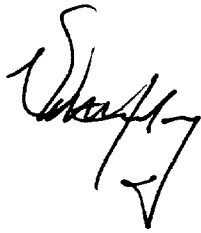
Executed by the parties on the date set out above:

Signed by)

for and on behalf of)

Fluorescence Limited)

In the presence of:)


 Katy Hudson L
 2 STABLE COTTAGE, AILEXTON, DAKHMAN
 MARKETING EXEC. PATENT


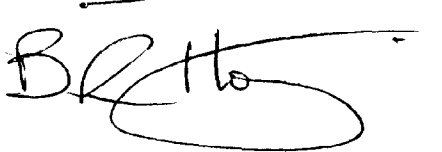
REEL: 011792 FRAME: 0765

Signed by

for and on behalf of
Cyclacel Limited

In the presence of:

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