

12-05-2001

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027U.S. Department of Commerce
Patent and Trademark Office
PATENT

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☐ Mark if additional names of conveying parties attached

Name (line 1) E I DUPONT DE NEMOURS AND COMPANY

Execution Date
Month Day Year
06 27 01Name (line 2)

Second Party

Name (line 1) Execution Date
Month Day YearName (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) CAMBRIDGE BIOPOLYMERS LIMITED

Name (line 2)

Address (line 1) Ickleton Road

Address (line 2) Address (line 3) Duxford,
Cambridgeshire

United Kingdom

CB2 4FB

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

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FORM PTO-1619B
Expires 06/30/99
OMB 0651-0027

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U.S. Department of Commerce
Patent and Trademark Office
PATENT

Correspondent Name and Address

Area Code and Telephone Number

(202) 912-2000

Name John P. Isacson

Address (line 1) HELLER EHRMAN WHITE & MCAULIFFE

Address (line 2) 1666 K Street, N.W.

Address (line 3) Suite 300

Address (line 4) Washington, D.C. 20006

Pages

Enter the total number of pages of the attached conveyance document
including any attachments

4

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached.

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

09/308,403

09/743,128

09/044,726

09/486,741

Patent Number(s)

5,530,112

5,786,470

6,033,712

6,174,549

If this document is being filed together with a new Patent Application, enter the date the patent application was
signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application
Number as not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 440.00

Method of Payment:

Enclosed ☐Deposit Account ☒

Deposit Account

Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

08-1641

Authorization to charge additional fees:

Yes ☒No ☐

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. Charges to deposit account are authorized, as
indicated herein.

John P. Isacson, Reg. No. 33,715

Name of Person Signing

Signature

December 4, 2001

Date



26633

DATED

1 July

A TRUE AND COMPLETE
COPY OF THE ORIGINAL
EVERSHEDS, CAMBRIDGE
2001 E... 3... August 2001.

Eversted

- (1) E I DUPONT de NEMOURS AND COMPANY
- (2) CAMBRIDGE BIOPOLYMERS LIMITED

CONTRACT OF SALE

PATENT AND PATENT APPLICATIONS

EVERSHEDS

Daedalus House
Station Road
Cambridge
CB1 2RE

97452.01: 8 June 2001

THIS AGREEMENT is made on 17 July 2001 2001
BETWEEN

- (1) E I DuPont de Nemours and Company a corporation of the State of Delaware, USA, with principal place of business at 1007 Market Street, Wilmington, Delaware, 19898, USA ("the Assignor")
- (2) CAMBRIDGE BIOPOLYMERS LIMITED (Registered No. 0412278) whose registered office is at 13 Sedgwick Street, Cambridge CB1 3AJ ("the Assignee")

OPERATIVE PROVISIONS

1. ASSIGNMENT

In consideration of entering into an agreement dated 27 June 2001 made between the parties hereto, the Assignor assigns to the Assignee:

- 1.1 all of the Assignor's interest in, and all of the Assignor's right and title to, the patents ("the Patents") and patent applications ("the Applications") listed in the Schedule to this Agreement and to any patents which are granted on the Applications and/or claiming priority from the priority document(s) referred to in the Patents and/or Applications listed in the Schedule to this Agreement (together, "the Rights"); and
- 1.2 those rights of the Assignor accruing from the Applications and/or the Patents to sue for damages and to have the benefit of any other remedies for infringements of Patents, including infringement of any patents granted under the Applications, occurring before the date of this Agreement.

2. ASSIGNOR'S COVENANTS

- 2.1 The Assignor agrees to execute such further documents, and take such actions and do such things at the cost of the Assignee, as may be reasonably requested by the Assignee and which the Assignor is reasonably able (having regard to the information and documentation in its possession) and empowered to execute or undertake, without infringement of any third party's rights, to give effect to the terms of this Agreement.

3. EXCLUSIONS: ALL LIABILITY

- 3.1 So far as the Assignor is actually aware, copies of documents and other information in the possession of the Assignor materially relevant to the Rights have been made available to the Assignee for inspection and evaluation prior to the date of this

Agreement and the Assignee shall be deemed to be satisfied with the Rights and to buy on an "as is where is" basis with full knowledge of them.

- 3.2 All representations, warranties and conditions, whether express or implied by statute or otherwise, in respect of the Rights or any of the right, title or interest sold hereunder are to the fullest extent permitted by law expressly excluded (including without limitation, warranties and conditions as to quiet possession, title, satisfactory quality, fitness for purpose and description).

The Assignee agrees that it shall not obtain any right, title or interest in or to any other intellectual property or other rights save the rights assigned under this Agreement.

4. GOVERNING LAW AND JURISDICTION

The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement shall be governed by English law. The English courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement. The parties agree to submit to that jurisdiction.

This document has been executed and delivered as a deed and delivered on the date stated at the beginning of this Agreement.

EXECUTED and DELIVERED
as a DEED
by E I DUPONT de NEMOURS
AND COMPANY acting by its
and
authorized representatives

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)
)
)
)

Director:

J. ERIC FYRWALD
PRESIDENT
DUPONT NUTRITION & HEALTH

Director/Secretary:

Barbara J. Massie
Asst. Secretary of Patent Board
Barbara J. Massie

EXECUTED and DELIVERED
as a DEED
by CAMBRIDGE BIOPOLYMERS LIMITED
acting by LAIN FITCHETT
and LAIN CHAPPELL

)
)
)
)
)

Director:

C. F. Fitchett

Director/Secretary:

C. G. Chappell

SCHEDULE 1

Patents and Applications for Patents

DuPont Reference

Patent / Patent Application Number

BB1180 B	Patent Application	European 97912356.9
BB1180B	Patent Application	USA 09/308,403
BB1180B	Patent Application	Canada 2,269,504
BB1180B	Patent Application	[Abandoned] Eurasian 1999 00475Q
BB1180B	Patent [Abandoned]	[Abandoned] Turkey TR 1999 01117B
BB1180B	Patent [Abandoned]	[Abandoned] Hungary
BB1180B	Patent Application	Australia 49589/97
BB1180B	Patent Application	South Africa 97/10506
BB1153	Patent Application	EPO 98913011.7
BB1153	Patent Application	Hong Kong 00102560.2
BB1153	Patent Application	India 472/CAL/98
BB1153	Patent Application	China 98803526.X
BB1153	Patent Application	Australia 67667/98
BB1153	Patent Application	USA 09/044726
BB1153	Patent	South Africa 98/2401
BB1425	Application [Abandoned]	[Abandoned] UK 992489.0
BB1354	Patent Application	PCT/US00/05467
BB1498	Patent Application	PCT/GB00/04994
BB1186	Patent	GB2261671B
BB1186-A	Patent	US 5,530,112
BB1186	Patent	US 6,033,712
BB1186-C	Patent	US 6,174,549
BB1186-B	Patent	US 5,786,470
BB1186	Patent Application	EP99203669.9
BB1186A	Patent Application / Patent	EP92923552 / Pat No. 0646135
BB1186A	Patent Application	Japan 5-509098
BB1186A	Patent Application	Portugal 101167
BB1186A	Patent Application	Canada 2,123,602
BB1186A	Patent Application	South Africa 92/8825
BB1183A	Patent Application	South Africa 98/7913
BB1183A	Patent Application	India 2590/DEL/98
BB1183A	Patent Application	Australia 91223/98
BB1183A	Patent Application	China 988086292.1
BB1183A	Patent Application	US09/486,741
BB1183A	Patent Application	EPO98943418.8
BB1227	Patent Application	China CPCH0063504P
BB1227	Patent Application	India - New Application
BB1227	Patent Application	South Africa 2001/0094
BB1227	Patent Application	Canada 2,335,642
BB1227	Patent Application	EPA 99933962- 1098911
BB1227	Patent Application	UK 9815200.2
BB1227	Patent Application	US 09/743128
BB1227	Patent Application	Australia 49901/99
BB1227	Patent Application	PCT/US99/15811 WO 00/04053