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Mark if additional names of conveying parties attached

Name (line 1) BRITISH BIOTECH PHARMACEUTICALS LIMITED

Execution Date
Month Day Year
11 28 2000

Name (line 2) _____

Second Party

Name (line 1) _____

Execution Date
Month Day Year

Name (line 2) _____

Receiving Party

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Name (line 1) ISIS INNOVATION LIMITED

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.)

Name (line 2) University Offices, Wellington Square

Address (line 1) Oxford OX1 2JD

Address (line 2) UNITED KINGDOM

Address (line 3) _____
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

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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)

Patent Number(s)

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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.

Patent Cooperation Treaty (PCT)

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

PCT

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PCT

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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

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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.

Michelle Holmes-son



October 3, 2001

Name of Person Signing

Signature

Date

ASSIGNMENT OF PATENT APPLICATIONS relating to Beta-2 Microglobulin Fusion Proteins.

THIS ASSIGNMENT is made this 28 day of November, 2000

BETWEEN BRITISH BIOTECH PHARMACEUTICALS LIMITED, a company incorporated in England and Wales, of Watlington Road, Cowley, Oxford, OX4 6LY, United Kingdom (hereinafter called "the Assignor") and **ISIS INNOVATION LIMITED**, a company incorporated in England and Wales, whose registered office is at University Offices, Wellington Square, Oxford OX1 2JD, United Kingdom (hereinafter called "the Assignee").

WHEREAS

- (a) The Assignor is the applicant for and sole proprietor of all rights and interests in European Patent Application number 94912040.6, filed 8th April 1994 and titled "Fusion proteins between antigenic amino acid sequences and beta-2-microglobulin" and European Patent Application number 94912039.8, filed 8th April 1994 and titled "Expression of beta-2-microglobulin in pichia pastoris".
- (b) The Assignor is assignee of and exclusively entitled to all rights in and benefits of United States Patent Application number 08/532549 filed by Richard Mark Edwards and Michael George Hunter on 8th April 1994 and titled "Fusion proteins between antigenic amino acid sequences and beta-2-microglobulin"
- (c) The Assignor has agreed to assign to the Assignee all its right title and interest in European Patent Application number 94912040.6, European Patent Application number 94912039.8 and United States Patent Application number 08/532549 (hereinafter collectively called "the Patent Applications") and the inventions which are the subject matter of

the Patent Applications (the "Inventions") subject to the provisions of this Assignment.

NOW THEREFORE

1. The Assignor warrants to the Assignee that:
 - 1.1 it has full power to enter into this agreement and the right to assign the rights which it assigns in this agreement;
 - 1.2 it has obtained the consent of the original assignor of United States Patent Application number 08/532549 to assign the Assignor's interest in that Patent Application to the Assignee;
 - 1.3 it has not created any licence, charge, mortgage or other encumbrance over the Patent Applications;
 - 1.4 it has not been and is not currently a party to any agreement or understanding which would in any manner be inconsistent with the assignment of rights provided for in this agreement; and
 - 1.5 without having made any special enquiries, it is not aware that any infringement of any patent or other intellectual right of a third party will arise out of the exercise of the rights which it assigns in this agreement.
2. In consideration for the Assignee's agreement contained in Clause 4 hereof, the Assignor hereby assigns to the Assignee:
 - 2.1 all of its right title and interest in the Patent Applications and the Inventions, and any and all divisionals, continuations and continuations-in-part of the Patent Applications, and any and all patents which may be granted pursuant thereto for the full period thereof, including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom;
 - 2.2 the right to full benefit from any priority claim made in the Patent Applications, such right to be enjoyed by the Assignee as from the date of filing of any patent applications on which such priority claim is based;

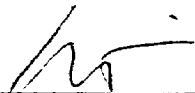
- 2.3 the right to apply for patent or other similar protection or registration in any territory or group of territories in respect of the Inventions;
 - 2.4 such rights as the Assignor may have to sue for and obtain injunctive relief, damages and other relief in respect of any infringement or misuse in relation to the Patent Applications, any patents deriving from the Patent Applications, any of the rights conferred by publication of the Patent Applications or the Inventions, or any of the other rights referred to in this clause 2; and
 - 2.5 the right to sue for damages and other remedies in respect of any default or negligence on the part of the Assignor's patent agents in the prosecution of the Patent Applications before the date of this agreement;
- with the intent that the Assignee shall have and hold the right, title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not be made.

3. The Assignor hereby undertakes that at the request and cost of the Assignee or its successors or assigns it will at all times hereafter promptly do all such acts and execute all such documents, and procure that its employees will do all such acts and execute all such documents as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such right title and interest.

5. Nothing in this agreement creates, implies or evidences any partnership or joint venture between the parties or the relationship between any of them of principal and agent.
6. This agreement constitutes the entire agreement between the parties with regard to the Patent Applications.
7. No term of this agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

8. This agreement will be governed by English law, and the English courts will have exclusive jurisdiction to deal with any dispute which may arise of or in connection with this agreement.

IN WITNESS whereof Assignor and Assignee intend this Assignment to be an agreement and have caused it to be executed as such by their duly authorised representatives the day and year first before written.



SIGNED

for and on behalf of BRITISH BIOTECH PHARMACEUTICALS LIMITED


By: GILES V CAUPTION

Name:

Title: DIRECTOR, RESEARCH + DEVELOPMENT.

SIGNED

for and on behalf of ISIS INNOVATION LIMITED

By: 

Name: Dr. T. Cook

Title: Managing Director
ISIS Innovation Ltd

22.9.00/Draft 1/Misc/ajw/assignment