

11-19-2001



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Attorney's Docket No. 020600-283

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

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| <p>1. Name of conveying party(ies): BRAX GROUP LIMITED <i>11-14-01</i></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p>Other: _____</p> <p>Execution Date: <u>November 30, 2000</u></p> | <p>2. Name and address of receiving party(ies):</p> <p>Name: <u>AVENTIS RESEARCH & TECHNOLOGIES GmbH & Co.</u></p> <p>Address: <u>Industriepark Hoechst</u> <u>65926 Frankfurt/Main</u> <u>GERMANY</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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: _____

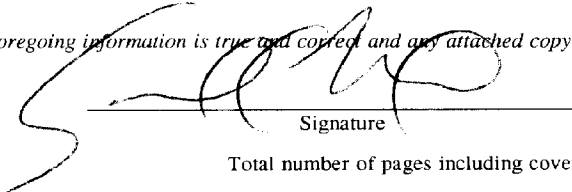
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|---|-------------------------|
| <p>A. Patent Application No.(s) <u>09/462,408</u></p> | <p>B. Patent No.(s)</p> |
|---|-------------------------|

Additional numbers attached? Yes No

| | |
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| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>SAMUEL C. MILLER, III</u></p> <p>Address: <u>BURNS, DOANE, SWECKER & MATHIS, L.L.P.</u> <u>P.O. Box 1404</u> <u>Alexandria, Virginia 22313-1404</u></p> | <p>6. Total number of applications and patents involved: <u>- 1 -</u></p> <p>7. Total fee (37 CFR § 3.41): \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account, if necessary</p> <p>8. Deposit account number: <u>02-4800</u></p> |
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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.

| | | |
|---|---|--|
| <p><u>Samuel C. Miller, III (Reg. #27,360)</u> Name of Person Signing</p> |  Signature | <p><u>November 13, 2001</u> Date</p> |
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Total number of pages including cover sheet, attachments, and document: - 29 -

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

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

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01 FC:581 40.00 DP

- (1) BRAX GROUP LIMITED
- (2) AVENTIS RESEARCH & TECHNOLOGIES GmbH & CO KG
- (3) DR ROBERT J. BISHOP, DR JAMES COOMBES, DR LOUIS J. NISBET
and DR GÜNTER SCHMIDT

AGREEMENT

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THIS AGREEMENT is made 30th day of November 2000

BETWEEN:

(1) BRAX GROUP LIMITED whose principal place of business is at 13 Station Road, Cambridge, CB1 2JB ("the Seller");

(2) AVENTIS RESEARCH & TECHNOLOGIES GmbH & CO KG represented by Aventis Verwaltungs-GmbH both of whose principal places of business are at Industriepark Hoechst, 65926 Frankfurt/Main, Germany ("the Purchaser").

(3) DR ROBERT JOHN BISHOP of Kench's Cottage, High Street, Souldem, Bicester, Oxon, OX27 7JP

DR JAMES COOMBES of 39 Roedean Road, Brighton, East Sussex, BN2 5RA

DR LOUIS J. NISBET of Little Court, Cromwell Gardens, Marlow, Bucks. SL7 1BG

DR GÜNTER SCHMIDT of Houghton Manor, Houghton, Cambs. PE17 2BQ (together "the Guarantors")

WHEREAS:

- (1) The Seller has agreed to sell and the Purchaser has agreed to purchase certain Assets of the Seller upon the terms and conditions set out in this Agreement.
- (2) The Guarantors have agreed to guarantee the obligations of the Seller upon the terms set out in this Agreement.

1. Definitions

In this Agreement:

"Assets" means the Know-How, the Patents, the Materials and the Intellectual Property;

"Claim" means any claim by the Purchaser for breach of any of the Warranties or other provisions of this Agreement

"Completion" means the completion of the sale and purchase of the Assets pursuant to this Agreement;

"Disclosure Letter" means the letter of even date with this Agreement written by the Seller and the Guarantors to the Purchaser disclosing facts relating to the Assets for the purposes of Clause 8 and delivered to the Purchaser before execution of this Agreement;

"Encumbrance" means any authorisation to use, right, interest, license, assignment, disposition, mortgage, charge, pledge or other security agreement (or option, arrangement or agreement to grant or create any of the foregoing) granted, created, made or entered into by the Seller in respect of the Assets whether under any of the Licenses-Out or under any other arrangement whatsoever;

"Employees" means employees of the Seller as at Completion;

"Feasibility Study" means the work undertaken pursuant to an agreement between the Purchaser and the Seller dated 3rd November 1999 relating to certain technology of the Seller including copies of all reports and results and all intellectual property rights including confidential information relating to the same;

"Intellectual Property" means all intellectual property owned by the Seller relating to the Technical Field excluding the Patents and the Know How including but not limited to any copyrights, design rights, registered designs, trade marks, (registered or unregistered) or equivalent or similar rights anywhere around the world including all such intellectual property in the Materials.

"Know-How" means all identifiable know-how, experience, data and all other technical and commercial information relating to the Technical Field owned by the Seller whether in human or machine readable form and whether stored electronically or otherwise including without limitation unpatented technical or other information, inventions, discoveries including where such information is recorded or embodied in drawings, designs, illustrations, instructions, manuals,

descriptions, models, assays, plans, lists, programs (including object code and source code), written processes and procedures, ideas, concepts, formulae, specifications, procedures for experiments and tests, results of experimentation and testing, laboratory records and notebooks, chemical, pharmacological, toxicological, clinical, analytical and quality control data, case report forms, data analyses, reports and summaries and information submitted to or gathered from ethical committees and regulatory authorities; together with all common law or statutory rights protecting any such items, including by any action for breach of confidence and or any similar or analogous rights, whether arising or granted under the laws of England or any other jurisdiction. For the avoidance of doubt Know-How shall include all physical embodiments of Know-How. All laboratory note books and other documents and drawings (whether in hardcopy or electronic format) including the Feasibility Study which embody the Know-How are listed in Schedule 1 of the Know-How Transfer and Covenant which forms Schedule B to this Agreement

“Licenses-Out” means agreements, licenses or arrangements whereby the Seller has authorised or otherwise permitted (expressly or by implication) any use whatsoever of the Know-How and/or Patents and/or Intellectual Property or granted to any third party any right of interest in respect of any of the Know-How and/or Patents and/or Intellectual Property or their exploitation;

“Materials” means all reagents created by, for and on behalf of the Seller relating to the Technical Field brief particulars of which are set out in Schedule F.

“Patents” means

- (i) the patents and applications, particulars of which are set out in Schedule A hereto; and
- (ii) all patent applications that may hereafter be filed anywhere in the world which are based on or claim priority from any of the foregoing patents and applications; and
- (iii) all patents which may be granted anywhere in the world pursuant to any of the foregoing patent applications.

"Pre-Emption Field" The development of novel methods, processes or technologies relating to:

- (a) methods of protein, DNA and RNA analysis using mass labels; and
- (b) methods of determining or modifying RNA structure or function using DNA or RNA oligomer libraries.

"Technical Field" means the field of proteomics, genomics, functional genomics and antisense.

"Warranties" means the warranties provided by the Seller and the Guarantors to the Purchaser as provided in clause 9.

2. Sale and Purchase

2.1 In consideration of the payments provided for in clause 3 the Seller shall sell to the Purchaser with full title guarantee and the Purchaser shall purchase the Assets excluding any liability or obligation which is not expressly assumed by the Purchaser under this Agreement.

2.2 The Seller covenants that it has the right to transfer the legal and beneficial title to all the Assets and that the Assets will at Completion be free from all Encumbrances.

3. Consideration

3.1 The consideration for the sale and purchase of the Assets ("the Consideration") shall be as follows:

3.1.1 for the Know-How, US\$4,400,000;

3.1.2 for the Patents, US\$3,000,000;

3.1.3 for the Materials US\$300,000.

3.1.4 for the Intellectual Property US\$300,000.

3.2 The Seller agrees that the Purchaser's remedies or any amount recoverable by the Purchaser in relation to any of the Assets may be pursued against the whole of the Consideration.

3.3 The Seller shall bear 50% of the cost of UK Stamp Duty payable upon the documentation relating to the transfer of the Assets. The sum of US\$94,000 being 50% of the estimated UK Stamp Duty shall be deductible upon payment of the Consideration upon Completion provided that if such sum exceeds 50% of the UK Stamp Duty ultimately payable the Purchaser shall repay to the Seller the amount by which such sum exceeds 50% of the UK Stamp Duty payable.

3.4 The Purchaser undertakes to use all reasonable endeavours to persuade the UK Stamp Office that UK Stamp Duty is not payable upon the documentation, to keep the Seller informed of its discussions and correspondence with the Stamp Office and to consult with the Seller if the Stamp Office determines that UK Stamp Duty is payable before making any payment in respect of UK Stamp Duty.

4. Completion and Transfer of the Assets

4.1 Completion is subject to and conditional upon the Seller procuring the removal of any Encumbrance in relation to any of the Assets and providing such evidence to this effect as the Purchaser may reasonably require.

4.2 Completion shall be on 2000.

4.3 Upon Completion the Seller shall deliver to the Purchaser

4.3.1 a transfer and covenant in respect of the Know-How in the form set out in Schedule B;

4.3.2 an assignment in respect of the Patents in the form set out in Schedule C;

4.3.3 the originals of the Materials and all copies thereof; and

4.3.4 the Know-How as listed in Schedule 1 of the Know-How Transfer and covenant which forms Schedule B to this Agreement.

- 4.3.5 an assignment in respect of the Intellectual Property in the form set out in Schedule D.
- 4.4 The Seller and Guarantors represent and warrant that the only persons who created intellectual property rights by virtue of their involvement in the Feasibility Study are Dr Gunter Schmidt, Dr A H Thompson, Dr S Pickering-Brown, Dr J M Pratt, Prof R A W Johnstone and Dr K Baker and shall procure that upon Completion each such person shall enter an undertaking in the form set out in Schedule E.
- 4.5 Upon Completion the Purchaser shall pay to the Seller the Consideration subject only to deductions of:
- 4.5.1 US\$1,000,000 to be withheld in accordance with clause 4.6.
- 4.5.2 £300,000 (together with unpaid interest of £3,516.00) in relation to outstanding loans due from the Seller to the Purchaser;
- 4.5.3 the amount of US\$94,000 in respect of estimated UK Stamp Duty in accordance with clause 3.3.
- 4.6 Upon Completion the Purchaser shall transfer US\$1,000,000 of the Consideration into an account in the joint names of CMS Cameron McKenna ("Purchaser's Solicitors") and Taylor Vinters ("Seller's Solicitors") ("the Escrow Account") to be dealt with as provided in clause 5.
- 4.7 Upon completion the Purchaser will sign and deliver to the Seller an election under Section 531 of the Income and Corporation Taxes Act 1988 in the form set out in Schedule G.
- 4.8 For the purposes of this clause 4 and in relation to all other provisions of this Agreement where any part of the Consideration or other monies are required to be converted from pounds sterling to US dollars or vice versa the exchange rate shall be 1.4523 US dollars for £1 sterling.

5. Escrow Account

5.1 Neither the Purchaser nor the Seller shall create or permit to subsist in respect of their rights to the Escrow Account any Encumbrance, set-off or counterclaim except as referred to in this Clause 5. The amount from time to time standing to the credit of the Escrow Account shall be held on trust for the Purchaser and the Seller to be dealt with in accordance with this Clause 5.

5.2 If the Purchaser wishes to use money in the Escrow Account in settling a Claim:

5.2.1 the Purchaser shall give to the Seller notice of the Claim stating in reasonable detail the nature of the Claim and, where possible, the amount claimed in respect of the Claim (an "Amount Claimed")

5.2.2 if at any time after notice of a Claim has been given by the Purchaser to the Seller pursuant to Clause 5.2.1 the Seller accepts liability in respect of the Claim and accepts that all or any part of the Amount Claimed is due, or if there is a determination of a court of competent jurisdiction that any amount is due to the Purchaser in respect of the Claim, then the amount so accepted or determined as being due to the Purchaser (to the extent not otherwise previously satisfied by a payment to the Purchaser by or on behalf of the Seller, whether out of the Escrow Account pursuant to this Clause 5.2.2 or otherwise) shall be paid to the Purchaser out of the amount then standing to the credit of the Escrow Account together with an amount equal to the interest earned in respect of the amount accepted or determined in the Escrow Account; and

5.2.3 if, within twenty-eight days after notice of a Claim has been given by the Purchaser to the Seller pursuant to Clause 5.2.1, the Seller has not given notice to the Purchaser stating that it disputes liability in respect of the Claim or the Amount Claimed, the Amount Claimed shall be paid to the Purchaser out of the amount then standing to the credit of the Escrow Account together with an amount equal to the interest earned in respect of such Amount Claimed in the Escrow Account.

5.3 To the extent that a payment to the Purchaser out of the Escrow Account in respect of a Claim is less than the liability of the Seller in respect thereof, it is a

payment on account of the amount finally agreed or determined to be due in respect of the Claim.

5.4 On 1 July 2001 the amount then standing to the credit of the Escrow Account less the total of then outstanding Amounts Claimed (together with an amount equal to the interest earned in respect of an amount equal to such total in the Escrow Account) shall be paid to the Seller out of the Escrow Account on account of the balance of the Consideration payable for the Assets. After that date (but without prejudice to Clause 5.2) to the extent that the amount standing to the credit of the Escrow Account from time to time exceeds the total of the then outstanding Amounts Claimed (after adding an amount equal to the interest earned as stated above) that money shall be paid to the Seller out of the amount then standing to the credit of the Escrow Account on account of the balance of the Consideration payable for the Assets. For the purposes of this Clause 5.4, an Amount Claimed shall only be considered as not being outstanding to the extent that:

5.4.1 it has been withdrawn in writing by the Purchaser;

5.4.2 if Clause 5.4.1 does not apply the Purchaser has not commenced and served court proceedings upon the Seller within 18 months after Completion;

5.4.3 it has been satisfied by a payment to the Purchaser by or on behalf of the Seller (whether out of the Escrow Account pursuant to Clause 5.2 or otherwise); or

5.4.4 it has been finally determined by a court of competent jurisdiction not to be due to the Purchaser.

5.5 If the Seller or the Purchaser is entitled, in accordance with this Clause 5, to money out of the Escrow Account the Seller shall procure that the Seller's Solicitors and the Purchaser shall procure that the Purchaser's Solicitors, within seven days from the date of the date that entitlement arises, jointly release the money to the Seller or the Buyer, as the case may be.

- 5.6 Interest accruing from time to time on the balance of money standing to the credit of the Escrow Account shall be added to the money standing to the credit of the Escrow Account and shall be subject to the provisions of this Clause 5
- 5.7 The Seller and the Purchaser shall each pay their own solicitors' costs in respect of the Escrow Account and its operation.
- 5.8 The Seller's Solicitors and the Purchaser's Solicitors may jointly withdraw from the Escrow Account sums equal to an amount of tax on the interest earned in respect of money held in the Escrow Account for which either of them is or may become liable.
- 5.9 The amount of money in the Escrow Account is not to be regarded as imposing a limit on the amount of a Claim by the Purchaser.

6. Further Assurance

- 6.1 The Seller and the Guarantors shall promptly (and at their expense) at the request of the Purchaser execute and sign and do all such instruments applications documents, acts and things as may be required by the Purchaser to transfer and/or assign the Assets provided that any fees payable to any registry in connection with the registration of any assignment shall be paid by the Purchaser.

7. Employees

- 7.1 The Seller shall procure that all and any contractual and statutory obligations to its Employees relating to the their employment or to the termination or deemed termination of their employment as a consequence of the sale and purchase of the Assets are satisfied by the Seller and the Seller and the Guarantors hereby jointly and severally indemnify the Purchaser in respect of any or all liabilities to such Employees.

8. Pre-Emption Field

- 8.1 For a period of five years following execution of this Agreement each Guarantor undertakes that if he shall create any intellectual property or know-how within the

Pre-Emption Field ("Pre-Emption IP") whether on his own account or under contract of employment, consultancy or otherwise he will procure that his employer or other relevant contracting party shall:

- 8.1.1 immediately disclose to the Purchaser such Pre-Emption IP
- 8.1.2 grant to the Purchaser the right to negotiate an exclusive licence of such Pre-Emption IP upon terms and conditions to be agreed. If the Purchaser and the relevant Guarantor or his employer or other contracting party are unable to agree the terms and conditions of an exclusive licence of the Pre-Emption IP the relevant Guarantor shall procure that his employer or the other contracting party may enter into negotiations with third parties in respect of the Pre-Emption IP, provided that, the Guarantor or his employer or the other contracting party may not offer a third party more favourable financial and/or material non-financial terms than those offered to the Purchaser unless the Guarantor or his employer or other contracting party as appropriate shall first offer to contract with the Purchaser upon such other terms and the Purchaser shall have a period of 30 days to decide whether to accept such offer.

8.2 Each of the Guarantors undertakes to disclose the contents of this clause 8 to any employer or other third party before accepting such employment or other relevant contractual obligation.

9. Warranties

Subject to the express disclosures made by the Seller in the Disclosure Letter, the Seller (subject to the provisions of clause 9.2 to 9.10 (inclusive)) and the Guarantors jointly and severally warrant to the Purchaser, that:

- 9.1.1 The Seller is the legal and beneficial owner of the Assets;
- 9.1.2 None of the Assets is subject to any Encumbrance;
- 9.1.3 So far as the Seller or any of the Guarantors are aware there are no circumstances which could give rise to the invalidation of the Patents or the Intellectual Property;

- 9.1.4 The Assets include all the intellectual property rights owned and utilised by the Seller in undertaking its activities in the Technical Field during the 24 months prior to Completion and all the intellectual property rights in the Feasibility Study;
- 9.1.5 So far as the Seller or any of the Guarantors are aware none of the activities of the Seller within the Technical Field involves the infringement of any third party intellectual property rights;
- 9.1.6 So far as the Seller or any of the Guarantors are aware the Seller has not disclosed the Know-How to any person other than in the normal course of business and pursuant to obligations of confidentiality.
- 9.2 The Purchaser shall not be entitled in any event to damages or other amount in respect of any Claim or Claims unless and until the aggregate amount of such Claims exceeds US\$100,000 (in which event all of such Claims and not just the excess shall be recoverable subject to the limits referred to in clauses 9.3 and 9.4).
- 9.3 The Seller's total liability in respect of all Claims shall be limited to the sum of US \$2,000,000 and the Seller shall not be liable for any Claim unless the Purchaser has given the Seller and the Guarantors notice of the Claim stating in reasonable detail the nature of the claim and, if practicable, the amount claimed, on or before 30 June 2001.
- 9.4 The Guarantors' total liability in respect of all Claims (which for greater certainty include all claims under the guarantee contained in clause 10) shall be limited to the sum of US \$1,000,000 and the Guarantors shall not be liable for any Claim unless the Purchaser has given the Guarantors notice of the Claim stating in reasonable detail the nature of the claim and, if practicable, the amount claimed, on or before 31 May 2002.
- 9.5 If a Claims or Claims is/are made against the Seller the Purchaser shall only pursue a Claim or Claims against the Guarantors if and to the extent that the Seller is unable to pay the full amount of the Claim or Claims subject to the limit of US \$2,000,000 in aggregate referred to in clause 9.3.

9.6 In no circumstances shall the Purchaser be entitled to recover from the Seller and the Guarantors in respect of all Claims more than US \$2,000,000 ("recover" including by way of claim upon any amount standing to the credit of the Escrow Account).

9.7 Any right which the Seller might otherwise have against the Guarantors for contribution (whether by virtue of common law or statute or otherwise) is hereby excluded except in the event of fraud on the part of the Guarantors. Except as aforesaid the Seller undertakes to the Guarantors that the Seller will not make any Claim against the Guarantors for contribution and if the Seller shall make such a claim it will indemnify the Guarantors against all consequences of such claim.

9.8 Any claim made in accordance with clause 9.3 and 9.4, if not previously settled, satisfied or withdrawn shall be wholly unenforceable unless legal proceedings in respect of it have been issued and served on the Seller and/or the Guarantors (as the case may be) by 30 November 2002.

9.9 Neither the Seller nor the Guarantors shall have any liability under the Warranties to the extent that:

9.9.1 the claim is in respect of the recovery of any sums paid by the Purchaser in settlement or satisfaction of any other claim by any third party arising out of any alleged breach by the Seller and/or the Guarantors of this Agreement or the Warranties where the Purchaser has failed to notify the Seller and/or the Guarantors of the existence of that other claim or, having notified the Seller and/or the Guarantors of the existence of that other claim, has failed to permit them to assume conduct and settlement or satisfaction of the same;

9.9.2 the matter giving rise to the claim is remediable unless within sixty days of the Purchaser having become aware of such matter the Purchaser has given written notice to the Seller and the Guarantors and such matter has not been fully remedied by the Seller and the Guarantors without cost to the Purchaser within 30 days of the service of such notice.

9.10 No claim under the Warranties shall be made against the Seller or the Guarantors if or to the extent that the subject matter is disclosed in the Disclosure Letter.

10. Guarantee

10.1 Subject to the provisions of clauses 9.2 to 9.10 (inclusive) the Guarantors jointly and severally hereby irrevocably unconditionally guarantee to the Purchaser the due and punctual performance of each obligation of the Seller under this Agreement including without limitation any payment of any claim for damages as a result of any breach of this Agreement and also the performance by the Seller of all other of the Seller's obligations hereunder.

10.2 The Guarantors and each of them shall not be discharged or released from their obligations under sub-clause 1 of this clause and their obligations shall not be affected by:

10.2.1 any arrangements made between any of the parties to this Agreement;

10.2.2 any amendment (however fundamental) or replacement of this Agreement;

10.2.3 any changes to the terms of the payment under this Agreement;

10.2.4 any invalidity or unenforceability of any obligation expressed to be assumed by the Seller or any other person under this Agreement or any other document;

10.2.5 the liquidation, insolvency, administration or analogous process of or any change in the status constitution function control ownership or financial condition of the Seller or any other person;

10.2.6 any event, or any other act, omission, dealing, fact, matter or thing (including without limitation, any circumstances whatsoever affecting or preventing recovery of amounts due under the Agreement) which but for this provision, might operate to exonerate or discharge the Guarantors or any of them from any of their respective obligations under this Agreement.

10.3 Subject to the provisions of clauses 9.2 to 9.10 (inclusive) the Guarantors jointly and severally undertake to indemnify the Purchaser against any loss, damage, cost, claims, proceedings or actions or other liability suffered or incurred by the Purchaser if any obligation guaranteed by them is or becomes unenforceable, invalid or illegal.

10.4 Subject always to the provisions of clauses 9.2 to 9.10 (inclusive) the obligations of the Guarantors and each of them under this clause 10 shall be continuing obligations until all obligations actual or contingent are discharged in full.

10.5 As an original and independent obligation and without prejudice to any other provisions in this Agreement but subject always to the provisions of Clauses 9.2 to 9.10, the Guarantors and each of them agrees that any amount which may not be recoverable from the Guarantors or any of them on the footing of the guarantee or by reason of any legal limitation or incapacity on or of the Seller or by reason of any fact or circumstance whatsoever (and whether any such fact or circumstance shall have been known to the Purchaser or not) shall nevertheless be recoverable from the Guarantors or any of them as though the same had been incurred by the Guarantors or any of them as sole or principal debtors and shall be paid by the Guarantors or any of them on demand.

11. Liquidation of the Seller

11.1 The Seller and the Guarantors jointly and severally covenant that the Company will not, and the Guarantors will use all reasonable endeavours to procure that the liquidator will not, make any distribution to its members (in their capacity as shareholders) before 1 July 2001 but this provision shall not prevent the commencement of the winding up of the Company before that date.

12. Waiver

12.1 In no event shall any delay failure or omission on the part of any party in enforcing exercising or pursuing any right, power, privilege, claim or remedy, which is conferred by this Agreement, or arises under this Agreement, or arises

from any breach by any other party to this Agreement of any of its obligations under this Agreement, be deemed to be or be construed as:

12.1.1 a waiver thereof, or of any other such right power privilege claim or remedy, in respect of the particular circumstances in question; or

12.1.2 operate so as to bar the enforcement or exercise thereof, or of any other such right, power, privilege, claim or remedy, in any other instance at any time or times afterwards.

13. Severability

13.1 Any provision of this Agreement which is held invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

14. Assignment

14.1 This Agreement shall be binding upon each party's successors and assigns and personal representatives (as the case may be) but none of the rights of the parties under this Agreement including the Warranties may be assigned or transferred.

15. Entire Agreement

15.1 This Agreement, together with any documents referred to in it, constitutes the entire agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties, assurances and arrangements of any nature, whether in writing or oral, relating to such subject matter.

15.2 The Purchaser acknowledges that it has not been induced to enter into this Agreement by any representation, warranty, promise or assurance by the Seller or the Guarantors or any other person save for those contained in this Agreement.

The Purchaser agrees that (except in respect of fraud) it shall have no right or remedy in respect of any other representation, warranty, promise or assurance save for those contained in this Agreement.

16. Notices

- 16.1 All necessary notices demands and requests required or permitted to be given under this Agreement shall be in writing and addressed as follows: -

If to the Seller: c/o The Seller's Solicitors
Taylor Vinters
Merlin Place
Milton Road
Cambridge CB4 0DP

Facsimile: +44 (0)1223 425446
Attention: John Short

If to the Guarantors: at each of their addresses set out at the beginning of this Agreement or at such other address as any of them shall notify the other parties for this purpose.

- 16.2 Notices shall be delivered by hand delivery or a recognised courier service or by facsimile transmission and shall be effective upon receipt provided that notice shall be deemed to have been received

16.2.1 if hand delivered at the time of delivery;

16.2.2 if given by courier service on the second business day following delivery of the notice to a recognised courier service before the deadline for delivery costs prepaid addressed as aforementioned; and

16.2.3 if given by facsimile transmission on the next business day provided that the facsimile transmission is confirmed by answer back written evidence of electronic confirmation of delivery or oral or written acknowledgement of receipt thereof by the addressee.

17. Facsimiles and Counterparts

17.1 For the purpose of the Agreement any copy facsimile telecommunication or other reliable reproduction of a writing transmission or signature may be substituted or used in lieu of the original writing transmission or signature for any and all purposes for which the original writing transmission or signature could be used provided that such copy facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing transmission or signature as the case may be

17.2 This Agreement may be executed in any number of counterparts by one or more of the signatory parties with the same effect as if all the signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

18. Rights of Third Parties

18.1 The parties do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party.

19. Governing Law

19.1 This Agreement is governed by and shall be construed in accordance with the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written

SIGNED by
for and on behalf of
BRAX GROUP LIMITED

)
) *Louis Nesbit*
)

SIGNED by
for and on behalf of
AVENTIS RESEARCH AND
TECHNOLOGIES GmbH & CO KG

)
)
)
)

SIGNED by
DR ROBERT J BISHOP
in the presence of:-

) *Dr. R. J. Bishop*
)
) *Dr. R. J. Bishop*
)
) *Dr. R. J. Bishop*
)
) *K. R. Logan*

SIGNED by
DR JAMES COOMBES
in the presence of:-

) *James Coombes*
)
) *James Coombes*
)
) *K. R. Logan*

SIGNED by
DR LOUIS J NESBIT
in the presence of:-

) *Louis Nesbit*
)
) *Louis Nesbit*
)
) *K. R. Logan*

SIGNED by
DR GUNTER SCHMIDT
in the presence of:-

) *Gunter Schmidt*
)
) *Gunter Schmidt*
)
) *K. R. Logan*

SIGNED by)
for and on behalf of)
BRAX GROUP LIMITED)

SIGNED by)
for and on behalf of)
AVENTIS RESEARCH AND)
TECHNOLOGIES GmbH & CO KG)

[Handwritten Signature]
President

[Handwritten Signature]
ppa. *[Handwritten Signature]*
Business Development

SIGNED by)
DR ROBERT J BISHOP)
in the presence of:-)

SIGNED by)
DR JAMES COOMBES)
in the presence of:-)

SIGNED by)
DR LOUIS J NESBIT)
in the presence of:)

SIGNED by)
DR GUNTER SCHMIDT)
in the presence of:-)

Schedule A
(The Patents)

| | | |
|----|-------------------------------|---|
| 1. | PWF Reference Number | 86360 |
| | Application Number | PCT/GB98/00201 |
| | Application Date | 23 January 1998 |
| | Publication Number | WO 98/32,876 |
| | Publication Date | 30 July 1998 |
| | Earliest Priority Application | GB 9701357.7 |
| | Earliest Priority Date | 23 January 1997 |
| | Published Title | Characterising Polypeptides |
| | Internal Title | Protein Profiling |
| | Inventor(s) | Schmidt, G Thompson, A |
| | Status | Pending |
| 2. | PWF Reference Number | 100280 |
| | Application Number | PCT/GB99/03258 |
| | Application Date | 1 October 1999 |
| | Publication Number | WO 00/20,870 |
| | Publication Date | 13 April 2000 |
| | Earliest Priority Application | GB982139.7 |
| | Earliest Priority Date | 1 October 1999 |
| | Published Title | Characterising Polypeptides through Cleavage and Mass Spectrometry |
| | Internal Title | Protein Profiling 2 |
| | Inventor(s) | Schmidt, G Thompson, A |
| | Status | Pending |
| 3. | PWF Reference Number | 86359 |
| | Application Number | PCT/GB98/00127 |
| | Application Date | 15 January 1998 |
| | Publication Number | WO 98/31,830 |
| | Publication Date | 23 July 1998 |
| | Earliest Priority Application | GB 9700746.2 |
| | Earliest Priority Date | 15 January 1997 |
| | Published Title | Mass Label Linked Hybridisation Probes |
| | Internal Title | Mass Labelling |
| | Inventor(s) | Johnstone, R Schmidt, G Thompson, A |
| | Status | Pending |
| 4. | PWF Reference Number | 88493 |
| | Application Number | PCT/GB98/02690 |
| | Application Date | 7 September 1998 |
| | Publication Number | WO 99/13103 |

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|----|-------------------------------|---|
| | Publication Date | 18 March 1999 |
| | Earliest Priority Application | GB 9718921.1 |
| | Earliest Priority Date | 5 September 1997 |
| | Published Title | Catalytically Generated Mass Labels |
| | Internal Title | Catalytic Mass Labels |
| | Inventor(s) | Schmidt, G Thompson, A |
| | Status | Pending |
| 5. | PWF Reference Number | 89491 |
| | Application Number | PCT/GB98/03842 |
| | Application Date | 18 December 1998 |
| | Publication Number | WO 99/32501 |
| | Publication Date | 1 July 1999 |
| | Earliest Priority Application | GB 9726953.4 |
| | Earliest Priority Date | 19 December 1997 |
| | Published Title | Compounds for Mass Spectrometry |
| | Internal Title | Poly-Ether Mass Labels |
| | Inventor(s) | Johnstone, R Schmidt, G Thompson, A |
| | Status | Pending |
| 6. | PWF Reference Number | 92572 |
| | Application Number | PCT/GB99/02246 |
| | Application Date | 13 July 1999 |
| | Publication Number | WO 00/02893 |
| | Publication Date | 20 January 2000 |
| | Earliest Priority Application | GB 9815166.5 |
| | Earliest Priority Date | 13 July 1998 |
| | Published Title | Metal Ion Binding Mass Markers Labels for Nucleic Acids |
| | Internal Title | Metal Ion Binding Mass Labels |
| | Inventor(s) | Johnston, R Schmidt, G Thompson, A |
| | Status | Pending |
| 7. | PWF Reference Number | 92573 |
| | Application Number | PCT/GB99/02247 |
| | Application Date | 13 July 1999 |
| | Publication Number | WO 00/02894 |
| | Publication Date | 20 January 2000 |
| | Earliest Priority Application | GB 9815164.0 |
| | Earliest Priority Date | 13 July 1998 |
| | Published Title | Silicon-Containing Linkers for Nucleic Acid Mass Markers |
| | Internal Title | Gas Phase Cleavable Linker |
| | Inventor(s) | Johnston, R Schmidt, G Thompson, A |
| | Status | Pending |

8. PWF Reference Number 92559
 Application Number PCT/GB99/02257
 Application Date 13 July 1999
 Publication Number WO 00/02,895
 Publication Date 20 January 2000
 Earliest Priority Application GB 9815163.2
 Earliest Priority Date 13 July 1998
 Published Title Arylsulphone Linkers for Mass Spectrometric Analysis
 Internal Title Thermally Cleavable Linker
 Inventor(s) Johnstone, R
 Schmidt, G
 Thompson, A
 Status Pending
9. PWF Reference Number 92466
 Application Number GB 9916405.5
 Application Date 13 July 1999
 Publication Number GB 2340602
 Publication Date 23 February 2000
 Earliest Priority Application GB 9815163.2
 Earliest Priority Date 13 July 1998
 Published Title Compounds for Mass Spectrometry
 Internal Title Thermally Cleavable Linker
 Inventor(s) Johnstone, R
 Schmidt, G
 Thompson, A
 Status Pending
10. PWF Reference Number 92574
 Application Number GB 9916403.0
 Application Date 13 July 1999
 Publication Number GB 2340122
 Publication Date 16 February 2000
 Earliest Priority Application GB 9815166.5
 Earliest Priority Date 13 July 1998
 Published Title Compounds for Mass Spectrometry
 Internal Title Metal Ion Binding Mass Labels
 Inventor(s) Johnstone, R
 Schmidt, G
 Thompson, A
 Status Pending
11. PWF Reference Number 92575
 Application Number GB 9916401.4
 Application Date 13 July 1999
 Publication Number GB 2340237
 Publication Date 16 February 2000
 Earliest Priority Application GB 9815164.0
 Earliest Priority Date 13 July 1998
 Published Title Compounds for Mass Spectrometry

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| | Internal Title | Gas Phase Cleavable Linker |
| | Inventor(s) | Johnstone, R Schmidt, G Thompson, A |
| | Status | Pending |
| 12. | PWF Reference Number | 100329 |
| | Application Number | GB 9921853.9 |
| | Application Date | 15 September 1999 |
| | Publication Number | |
| | Publication Date | |
| | Earliest Priority Application | |
| | Earliest Priority Date | |
| | Published Title | Not published |
| | Internal Title | Laser desorption 1 |
| | Inventor(s) | Schmidt, G Thompson, A |
| | Status | Abandoned |
| 13. | PWF Reference Number | 91736 |
| | Application Number | GB 0006141.6 |
| | Application Date | 15 March 2000 |
| | Publication Number | |
| | Publication Date | |
| | Earliest Priority Application | |
| | Earliest Priority Date | |
| | Published Title | Not published |
| | Internal Title | Tandem Mass Tags |
| | Inventor(s) | Schmidt, G Thompson, A |
| | Status | Pending |
| 14. | PWF Reference Number | 87321 |
| | Application Number | PCT/GB98/01,134 |
| | Application Date | 20 April 1998 |
| | Publication Number | WO 98/48,047 |
| | Publication Date | 29 October 1998 |
| | Earliest Priority Application | GB 9707980.0 |
| | Earliest Priority Date | 21 April 1997 |
| | Published Title | Characterising DNA |
| | Internal Title | Gene Profiting with Mass Labelled Adaptors |
| | Inventor(s) | Schmidt, G Thompson, A |
| | Status | Pending |
| 15. | PWF Reference Number | 88061 |
| | Application Number | PCT/GB98/02045 |
| | Application Date | 13 July 1998 |
| | Publication Number | WO 99/02,727 |
| | Publication Date | 21 January 1999 |
| | Earliest Priority Application | GB 9714716.9 |
| | Earliest Priority Date | 11 July 1997 |

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| | Published Title | Categorising Nucleic Acid |
| | Internal Title | Gene Profiling with Mass Labelled Primers |
| | Inventor(s) | Schmidt, G Thompson, A |
| | Status | Pending |
| 16. | PWF Reference Number | 85139 |
| | Application Number | PCT/GB97/02403 |
| | Application Date | 4 September 1997 |
| | Publication Number | WO 98/10,095 |
| | Publication Date | 12 March 1998 |
| | Earliest Priority Application | GB 9618544.2 |
| | Earliest Priority Date | 5 September 1996 |
| | Published Title | Characterising DNA |
| | Internal Title | Gene Profiling 1 |
| | Inventor(s) | Schmidt, G Thompson, A |
| | Status | Pending |
| 17. | PWF Reference Number | 86911 |
| | Application Number | PCT/GB98/02043 |
| | Application Date | 13 July 1998 |
| | Publication Number | WO 99/02,725 |
| | Publication Date | 21 January 1999 |
| | Earliest Priority Application | GB 9714716.9 |
| | Earliest Priority Date | 11 July 1997 |
| | Published Title | Categorising Nucleic Acid |
| | Internal Title | Molecular Sorting |
| | Inventor(s) | Schmidt, G Thompson, A |
| | Status | Pending |
| 18. | PWF Reference Number | 86358 |
| | Application Number | PCT/GB98/00130 |
| | Application Date | 15 January 1998 |
| | Publication Number | WO 98/31,831 |
| | Publication Date | 23 July 1998 |
| | Earliest Priority Application | GB 9700760.3 |
| | Earliest Priority Date | 15 January 1997 |
| | Published Title | Nucleic Acid Sequencing |
| | Internal Title | Primer Extension Sequencing |
| | Inventor(s) | Schmidt, G Thompson, A |
| | Status | Pending |
| 19. | PWF Reference Number | 87647 |
| | Application Number | PCT/GB98/02044 |
| | Application Date | 13 July 1998 |
| | Publication Number | WO 99/02,726 |
| | Publication Date | 21 January 1999 |
| | Earliest Priority Application | GB 9714717.7 |
| | Earliest Priority Date | 11 July 1997 |

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| | Published Title | Characterising Nucleic Acid |
| | Internal Title | Multiplexed Sequencing |
| | Inventor(s) | Schmidt, G Thompson, A |
| | Status | Pending |
| 20. | PWF Reference Number | 88028 |
| | Application Number | PCT/GB98/02048 |
| | Application Date | 13 July 1998 |
| | Publication Number | WO 99/02728 |
| | Publication Date | 21 January 1999 |
| | Earliest Priority Application | GB 9714717.7 |
| | Earliest Priority Date | 11 July 1997 |
| | Published Title | Characterising Nucleic Acid |
| | Internal Title | High Throughput Sanger Sequencing |
| | Inventor(s) | Schmidt, G Thompson, A |
| | Status | Pending |
| 21. | PWF Reference Number | 88605 |
| | Application Number | PCT/GB98/02789 |
| | Application Date | 15 September 1998 |
| | Publication Number | WO 99/14362 |
| | Publication Date | 25 March 1999 |
| | Earliest Priority Application | GB 9719638.0 |
| | Earliest Priority Date | 15 September 1997 |
| | Published Title | Characterising Nucleic Acid |
| | Internal Title | High Throughput Analysis of Sanger DNA ladders by Tamden MS |
| | Inventor(s) | Schmidt, G Thompson, A |
| | Status | Pending |
| 22. | PWF Reference Number | 87589 |
| | Application Number | PCT/GB96/02275 |
| | Application Date | 13 September 1998 |
| | Publication Number | WO 97/10332 |
| | Publication Date | 20 March 1997 |
| | Earliest Priority Application | GB 9518864.5 |
| | Earliest Priority Date | 14 September 1995 |
| | Published Title | Chimaeric Oligonucleotides And Uses Thereof in the Identification of Antisense Binding Sites |
| | Internal Title | Antisense 1 |
| | Inventor(s) | Schmidt, G |
| | Status | Pending |
| 23. | PWF Reference Number | 85617 |
| | Application Number | PCT/GB97/02,722 |
| | Application Date | 6 October 1997 |
| | Publication Number | WO 98/15,651 |
| | Publication Date | 16 April 1998 |
| | Earliest Priority Application | GB 9620749.3 |

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| | Earliest Priority Date | 4 October 1996 |
| | Published Title | Identifying Antisense Oligonucleotide Binding |
| | Internal Title | Antisense 2 |
| | Inventor(s) | Schmidt, G Thompson, A |
| | Status | Pending |
| 24. | PWF Reference Number | 91098 |
| | Application Number | PCT/GB99/00630 |
| | Application Date | 3 March 1999 |
| | Publication Number | GB 2335034 |
| | Publication Date | 10 September 1999 |
| | Earliest Priority Application | GB 9804524.8 |
| | Earliest Priority Date | 3 March 1998 |
| | Published Title | Screening for Functional Antisense Agents |
| | Internal Title | Antisense agent screening by cleavable kinetics |
| | Inventor(s) | Schmidt, G Thompson, A |
| | Status | Pending |
| 25. | PWF Reference Number | 91099 |
| | Application Number | PCT/GB99/00631 |
| | Application Date | 3 March 1999 |
| | Publication Number | WO 99/45145 |
| | Publication Date | 10 September 1999 |
| | Earliest Priority Application | GB 9804526.3 |
| | Earliest Priority Date | 3 March 1998 |
| | Published Title | Screening for Functional Antisense Agents |
| | Internal Title | Antisense agent screening by hybridisation kinetics |
| | Inventor(s) | Schmidt, G Thompson, A |
| | Status | Pending |