

RECORDATION FORM COVER SHEET

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PATENTS

04-23-2002

FORM PTO-1595 U.S.
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)



COMMERCE
demark Office

FINANCE

To the Commissioner for Patents: Please record the a

102063726

1. Name of conveying party(ies):

Scotia Holdings PLC

4-10-02

Additional name(s) of conveying party(ies) attached? [] Yes [x] No

3. Nature of conveyance:

[x] Assignment

[] Merger

[] Security Agreement

[] Change of Name

[] Other

Execution Date: December 6, 2001

2. Name and address of receiving party(ies)

Name:

Protarga, Inc.

Internal Address:

Street Address:

2200 Renaissance Blvd.

Suite 450

King of Prussia, PA 19406

Additional name(s) & addresses(es) attached? [] Yes [x] No

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

A. Patent Application No.(s)

09/254,286

B. Patent No.(s)

Additional numbers attached? [] Yes [x] No

5. Name and address of party to whom correspondence
Concerning document should be mailed:

Name: Helen C. Lockhart

Address: WOLF, GREENFIELD & SACKS, P.C.
Federal Reserve Plaza
600 Atlantic Avenue
Boston, MA 02210

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41)

\$40

[x] Enclosed

[] Authorized to be charged to deposit account

The Commissioner is authorized to charge:

8. Deposit Account No: 23/2825

04/12/2002 TBI AZ1 00000116 09254286

01 MC:581

40.00 DP

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.

Helen C. Lockhart
Reg. No.: 39,248

March 28, 2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [8]

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

Box Assignment

Honorable Commissioner of Patents,
Washington, D.C. 20231

Dated

December 6th

2001

(1) SCOTIA HOLDINGS PLC (IN ADMINISTRATION)

(2) THE ADMINISTRATORS

(3) PROTARGA

**AGREEMENT FOR THE ASSIGNMENT
OF PATENTS AND KNOW HOW**

**CMS Cameron McKenna
Mitre House
160 Aldersgate Street
London EC1A 4DD**

**T +44(0)20 7367 3000
F +44(0)20 7367 2000**

(MGY/DJH/0X4087/00183)

THIS AGREEMENT made the 6th day of December 2001

BETWEEN:

- (1) SCOTIA HOLDINGS PLC (in administration), a company incorporated under the Companies Acts in England & Wales (Registered Number 1397585) and having its principal place of business at Scotia House, Castle Business Park, Stirling, Scotland FK9 4TZ (hereinafter called "the Seller") acting by its administrators Andrew Wollaston, Tom Burton and Christopher Hill, insolvency practitioners of Ernst & Young, Rolls House, 7 Rolls Buildings, Fetter Lane, London EC4A 1N (the "Administrators");
- (2) THE ADMINISTRATORS; and
- (3) PROTARGA, a company incorporated under the laws of the state of Delaware, USA, having its address at 2200 Renaissance Blvd., Suite 450 King of Prussia, PA 19406 (hereinafter called "the Buyer").

WHEREAS:

- (A) The Seller has agreed to transfer the Patents and the Know-how (each as defined below) to the Buyer upon the terms and conditions set out below.
- (B) The Administrators were appointed administrators of the Seller pursuant to a court order dated 29th January 2001.

NOW THEREFORE THE PARTIES HEREBY AGREE as follows:

1. DEFINITIONS

"Agreement" means this Agreement and the Schedules to it;

"Assets" means the Know-how and the Patents;

"Date of Completion" means the date of this agreement.

"Know-how" means all manufacturing data, specifications, processes, protocols, procedures, methods of manufacture, methods of use, notebook extracts, samples quality assurance and quality control procedures and experiences and other technical information relevant to the fields in which the Seller uses the Patents;

"Patents" means the patents and patent applications granted to the Seller listed in Schedule 1 and including all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority;

"Purchase Price" means the sum payable by the Buyer to the Seller in accordance with clause 4.1;

2. TRANSFER OF THE PATENTS

- 2.1 The Seller agrees to deliver an assignment of the Patents to the Buyer, executed by the Seller at the Date of Completion in the form set out in Schedule 2.
- 2.2 The Seller agrees to deliver to the Buyer all relevant files and documents including all patent file histories and invention disclosures in its control and possession, which provide details of the Patents in particular with details of financial information, renewals, examinations fees and any challenges of which the Seller is aware within 30 days of the Date of Completion.

3. TRANSFER OF KNOW-HOW

- 3.1 The Seller agrees to deliver an assignment of such right, title and interest as it may have in the Know-how to the Buyer, executed by the Seller at the Date of Completion in the form set out in Schedule 3.
- 3.2 The Seller agrees to deliver to the Buyer all relevant files and documents in its control and possession, which provide details of the Know How of which the Seller is aware within 30 days of the Date of Completion.

4. PURCHASE PRICE

- 4.1 In consideration of the rights transferred to the Buyer by the Seller pursuant to this Agreement, the Buyer shall pay to the Seller on the Date of Completion by telegraphic transfer to an account nominated by the Seller the sum of U.S.\$
JS dollars) plus any applicable VAT.
- 4.2 The Purchase Price shall be paid to the Seller without set-off, deduction, or withholding.

5. FURTHER DOCUMENTATION

The Seller agrees (at the request and cost of the Buyer) to transfer to and/or to execute such other documentation as may be reasonably necessary to perfect the ownership and transfers of the Know-how and Patents to the Buyer.

6. ASSIGNMENT

Both the Seller and the Buyer shall be entitled to assign the benefit of this Agreement without the consent of the other party.

7. MISCELLANEOUS

- 7.1 This Agreement and the documents expressed to be entered into pursuant to it form the entire agreement between the parties relating to its subject matter. Any variation to this Agreement shall only be binding if it is recorded in a document signed by an authorised representative of both parties.
- 7.2 Should any provisions of this Agreement become illegal or void for any reason, the validity of the remaining provisions shall not be affected.
- 7.3 This Agreement shall in all respects be governed by and construed in accordance with English law and for the purpose of any proceedings arising hereout the parties hereby submit to the exclusive jurisdiction of the English Courts.
- 7.4 Any waiver shall be made in writing to be effective and unless expressly stated shall not be a continuing waiver nor shall it prevent the waiving party from acting upon that or any subsequent breach or from enforcing any term or condition of this Agreement.

8. NO PERSONAL LIABILITY OF ADMINISTRATORS

- 8.1 The Administrators shall incur no personal liability under or by virtue of this Agreement, nor in relation to any related matter or claim howsoever, wheresoever and whenever arising and whether such claims be formulated in contract or tort or both.
- 8.2 The Administrators are agents of the Seller and shall incur no personal liability by reason of their acting in that capacity.

9. NO WARRANTIES

- 9.1 The Seller's interest in the Assets is limited to such right, title and interest as the Seller may have on the Date of Completion and all representations, warranties, conditions and terms, express or implied and whether statutory or otherwise are expressly excluded upon and in relation to the transfer of the Assets under this Agreement.
- 9.2 Subject to the Seller disclosing to the Buyer, prior to the Completion Date, any information in the Seller's actual knowledge, indicating that the Seller does not own or does not have the right to sell the Assets, the Assets are transferred subject to all encumbrances, claims or other third party rights that there may be at the Date of Completion and the Buyer acknowledges that it has satisfied itself as to any such rights that there might be.

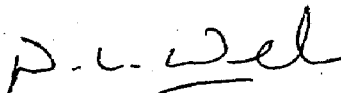
AS WITNESS the hands of one of the Administrators as agent for and on behalf of the Seller and one of a duly authorised representative of the Buyer the day and year first above written.

Signed for and on behalf of)
SCOTIA HOLDINGS PLC)
acting by one of its joint administrators)
As agent and without personal liability)



.....
Administrator

Signed for and on behalf of)
PROTARGA by its President and)
Chief Executive Officer)



.....
Dr. Nigel Webb

Case 113 - EFAs countering adverse effects of cancer chemotherapy

| Our Ref | Status | Official No. | Application No. | Country | Title |
|------------|--------|--------------|-----------------|--------------|------------------|
| FP-08-0801 | APP | 41249/97 | 41249/97 | AUSTRALIA | 113 CHEMOTHERAPY |
| FP-08-0803 | APP | 2265526 | 2265526 | CANADA | 113 CHEMOTHERAPY |
| FP-08-0717 | APP | 0956012 | 97939017.6 | EUROPEAN | 113 CHEMOTHERAPY |
| FP-08-0805 | APP | 10-512347 | 10-512347 | JAPAN | 113 CHEMOTHERAPY |
| FP-08-0806 | APP | 99106513 | 99106513 | RUSSIA | 113 CHEMOTHERAPY |
| FP-08-0807 | Lapsed | 09/25486 | 09/25486 | USA | 113 CHEMOTHERAPY |
| FP-08-0485 | REG | 97/7902 | 97/7902 | SOUTH AFRICA | 113 CHEMOTHERAPY |

Patent Assignment

THIS ASSIGNMENT is made the 6th day of December 2001

BETWEEN:

- (1) SCOTIA PHARMACEUTICALS LIMITED, a company registered in England and Wales under number 1397585 whose registered office is at 40 Tower Hill, London EC3N 4BB ("the Assignor"); and
- (2) THE ADMINISTRATORS; and
- (3) PROTARGA, a company incorporated under the laws of the state of Delaware, USA, having its address at 2200 Renaissance Blvd., Suite 450 King of Prussia, PA 19406 (the "Assignee")

WHEREAS:

- (A) Pursuant to an agreement relating to the assignment of certain assets of the Seller of even date (the "Agreement") the Seller has agreed to assign to the Purchaser the Patents (as defined in the Agreement).
- (B) The Administrators have appointed over the Seller on 29th January 2001.

NOW IT IS HEREBY AGREED as follows:

1. Pursuant to an agreement (the "Agreement") of even date with this agreement ~~and in consideration of the Purchase Price (as defined in the Agreement)~~ (together with VAT if applicable) the Assignor hereby assigns to the Assignee all its right title and interest in the Patents and in and to all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority and, including the right to sue for and recover damages in respect of all infringements and threatened infringements of the Patents.
2. The Assignor undertakes that at the Assignee's request and expense it shall:

- 2.1 in the event that any proceedings are commenced relating to the validity, scope, inventorship of, or ownership of the Patents pursuant to which the Assignor has or can procure information which may assist in defending such challenge, supply or procure the supply of such information;
- 2.2 at any time execute any further documents and carry out any acts reasonably required to give effect to this Assignment.
3. The Assigner will transfer to the Assignee the Assignor's files and records (including those in the Possession of its agents) relating to the filing, Prosecution, and Maintenance of the Patents.
4. This Assignment shall be governed by English law and the parties hereto submit to the exclusive jurisdiction of the English Courts.

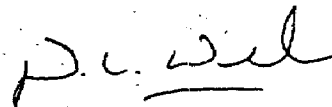
IN WITNESS the hands of the parties to this Assignment or their duly authorised representatives on the day and year first above written

Signed for and on behalf of)
SCOTIA HOLDINGS PLC)
acting by one of its joint administrators)
As agent and without personal liability)



.....
Administrator

Signed for and on behalf of)
PROTARGA by its President and)
Chief Executive Officer)



.....
Dr. Nigel Webb

Schedule 3

Know How Assignment

THIS AGREEMENT is made the 6th day of December 2001
BETWEEN

- (1) SCOTIA HOLDINGS PLC (in administration), a Company incorporated under the Companies Acts in England & Wales (Registered Number 1397585) and having its principal place of business at Scotia House, Castle Business Park, Stirling, Scotland FK9 4TZ (hereinafter called "the Seller") acting by its administrators Andrew Wollaston, Tom Burton and Christopher Hill, insolvency practitioners of Ernst & Young, Rolls House, 7 Rolls Buildings, Fetter Lane, London EC4A 1N (the "Administrators");
- (2) THE ADMINISTRATORS; and
- (3) PROTARGA, a company incorporated under the laws of the state of Delaware, USA, having its address at 2200 Renaissance Blvd., Suite 450 King of Prussia, PA 19406 (hereinafter called "the Buyer").

1. Definitions

"Agreement": means the Agreement to the assignment of patents and know-how of even date with this agreement between Scotia Pharmaceuticals Limited, the Administrator and Protarga.

"Know How": is as defined in the Agreement.

"Effective Date": means the date above mentioned.

2. Assignment

- 2.1 In consideration of the payments made to the Seller by the Buyer pursuant to the Agreement (receipt of which is hereby acknowledged) the Seller shall at the Effective Date to the extent that it has not already done so, make full disclosure to the Buyer of the Know How whether patentable or not and all relevant documents; and
- 2.2 The Seller hereby assigns to the Buyer all its rights, title and interest in and to the Know How.

3. Personal Liability on Administrators

- 3.1 The Administrators act only as agents of the Seller and without personal liability and shall incur no personal liability under or by virtue of this Transfer.

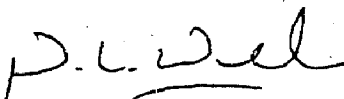
AS WITNESS the hand of one of the Administrators as agent for and on behalf of the Seller, and of a duly authorised representative of the Buyer, the day and year first above written.

Signed for and on behalf of)
SCOTIA HOLDINGS PLC)
acting by one of its joint administrators)
As agent and without personal liability)



.....
Administrator

Signed for and on behalf of)
PROTARGA by its President and)
Chief Executive Officer)



.....
Dr. Nigel Webb