

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
Tab Settings					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Quadrant Healthcare (UK) Limited Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>Elan Drug Delivery Ltd.</u> Internal Address: _____ _____ Street Address: <u>1 Mere Way, Ruddington,</u> <u>Nottingham, NG11 6JS, United Kingdom</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>September 19, 2002</u>		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) Serial No. <u>07/026,695</u> ; filed <u>May 7, 1987</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>David R. Saliwanchik</u> Internal Address: <u>Saliwanchik, Lloyd & Saliwanchik</u> <u>A Professional Association</u> Street Address: <u>2421 N.W. 41st Street, Suite A-1</u> City: <u>Gainesville</u> State: <u>FL</u> Zip: <u>32606</u>		6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>19-0065</u> (Attach duplicate copy of this page if paying by deposit account)			
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9. Statement and signature. <i>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.</i> <u>David R. Saliwanchik</u> <u>David Saliwanchik</u> <u>June 5, 2003</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: <u>27</u> Atty Docket No. <u>GJE-MISC</u>					

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents, Mail Stop Assignments
Alexandria, VA 22313

DATED 19th September 2002

QUADRANT HEALTHCARE (UK) LIMITED

- and -

ELAN DRUG DELIVERY LIMITED

DEED OF ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

DEED OF ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

THIS DEED is made on 19 September 2002

BETWEEN

- (1) **QUADRANT HEALTHCARE (UK) LIMITED**, a company incorporated in England and Wales with registered number 02369749 whose registered office is at 1 Mere Way, Ruddington, Nottingham, NG11 6JS ("QHL"); and
- (2) **ELANDRUG DELIVERY LIMITED**, a company incorporated in England and Wales with registered number 02704727 whose registered office is at 1 Mere Way, Ruddington, Nottingham, NG11 6JS ("EDD").

INTRODUCTION

- (A) QHL is the proprietor of the Patents and the Patent Applications (as herein defined).
- (B) Pursuant to an agreement dated 24 December 2001, QHL agreed to sell and transfer to EDD the Patents and the Patent Applications (the "Hive Up Agreement").
- (C) QHL wishes to enter into this Deed in order to formally assign to EDD the Patents and the Patent Applications, in accordance with the terms of the Hive Up Agreement.
- (D) The parties wish to confirm their agreement as to the above on the terms and conditions set out below.

AGREED TERMS**1. Definitions**

- 1.1 In this agreement, unless the context requires otherwise, the following words and expressions shall have the following meanings:

"Patents" means the patents listed in Schedule A to this agreement.

"Patent Applications" means the patent applications and applications for rights of a similar nature listed in Schedule A to this agreement; all divisionals, continuations and continuations in part thereof; and all patent applications and applications for rights of similar nature made now or in the future anywhere in the world:

- (a) claiming priority from or common priority with the applications listed in Schedule A to this agreement; and
- (b) in respect of the same invention as that the subject of any of the patent applications listed in Schedule A to this agreement.

2. Assignment of Patents and Patent Applications

2.1 QHL hereby assigns to EDD absolutely all its property, right, title and interest in and to:

- (a) the Patents;
- (b) the Patent Applications;
- (c) the inventions the subject of such Patents and Patent Applications and in the right to apply for patents or other protection in respect of such inventions in any part of the world; and
- (d) any patents granted to QHL pursuant to the said Patent Applications;

TOGETHER WITH all rights of action, powers and benefits belonging or accrued to the same, including the right to take action and claim relief in respect of infringements occurring prior to the date hereof.

2.2 QHL will at EDD's cost take all reasonable steps requested by EDD in connection with obtaining the grant of valid patents pursuant to the said Patent Applications in any part of the world and, to the extent that the same are required to proceed in QHL's name prior to grant, will:

- (a) if required by EDD authorise and instruct patent agents of EDD for the purpose of obtaining such grants; and
- (b) in the event of the grant thereof assign to EDD absolutely any patent granted pursuant to the said Patent Applications in any part of the world.

3. Further Assurance

3.1 QHL will at EDD's request and expense promptly take all steps and do all acts and things and execute all documents and deeds as requested by EDD that EDD reasonably considers are necessary or desirable for giving full effect to the terms and provisions of this agreement and to vest all QHL's property, right, title and interest in EDD absolutely and for EDD to be recorded as proprietor of the Patents and applicant in respect of the Patent Applications at patent offices. EDD shall be responsible for and shall bear the registration or other official fees

relating to the assignment of the Patents and the Patent Applications and of preparing documents for execution.

4. Miscellaneous

- 4.1 This agreement shall be governed by and construed in accordance with the laws of England and Wales.

This agreement has been executed and delivered as a deed on the date first written above.

EXECUTED by)
QUADRANT HEALTHCARE (UK) LIMITED)
acting by)



Director

David Lewis

Director/Secretary

EXECUTED by)
ELAN DRUG DELIVERY LIMITED)
acting by)



Director

David Lewis

Director/Secretary

Country	Application Number	Publication Number
China	95194433.9	
European Patent Office	95921031.1	0762897
Japan	500542/96	
United States of America	09/836625	
Australia	65101/98	722627
Brazil	PI9808920-0	
Canada	2293682	
China	98803450.6	
Eurasian Patent Organisation	199900835	001673
European Patent Office	98910875.8	1007000
India	573/MAS/98	
Japan	540262/98	
Norway	19994508	
New Zealand	337666	337666
Singapore	9904076-8	
United States of America	09/380485	
Canada	2363126	
European Patent Office	00905188.9	1156785
Japan	2000-600625	
United States of America	09/913814	
Australia	71864/98	707605
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Australia	31851/95	688557
Brazil	PI1100784.2	
Canada	2197982	
China	95195496.2	
Czech Republic	PV 476/97	
Estonia	P19970006-2	03593
European Patent Office	95927856.5	0773781
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Hungary	P9800694	
Japan	506345/96	
Mexico	97134	
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Romania	97-00293	
Russian Federation	97103529	2177785
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Slovak Republic	PV 277/97	
United States of America	09/755737	
China	95195602.7	
European Patent Office	95929935.5	0804163
Japan	507868/96	
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Czech Republic	PV 886-97	
European Patent Office	95932809.7	0782398
Japan	8-510690	
United States of America	08/899012	
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Australia	60098/96	713599
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European Patent Office	96917569.4	0831790
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Singapore	9705893-7	51104
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Australia	27845/97	730931
Canada	2254914	
China	97196248.0	
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India	1310/DEL/97	
Japan	540666/97	
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Australia	54034/98	721391
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Japan	10-525367	
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South Africa	97/10974	97/10974
Australia	53338/98	732347
Canada	2275502	
China	97181176.8	
European Patent Office	97950343.0	0949907
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Japan	10-529750	
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South Africa	97/11732	97/11732
Australia	62208/98	732274
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European Patent Office	98932361.3	0994887
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European Patent Office	98965297.9	1042339
Japan	2000-526529	
United States of America	09/218845	6352722
South Africa	98/11843	98/11843
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Korea (Republic of)	97-704891	
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Japan	528305/98	
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Australia	61666/00	
Brazil	PI0012444-3	
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China	00810245.7	
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Canada	ex-PCT/GB 00/04078	
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United States of America	10/129063	
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Australia	41849/96	692019
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Hungary	P9701980	
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Hungary	P9900017	
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Australia	36286/97	720757
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Norway	19990303	
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Taiwan	87102589	
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European Patent Office	99928111.6	1091729
Israel	140306	
India	IN200000445/DEL	
Japan	2000-556761	
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European Patent Office	99905107.1	1056484
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Japan	509745/94	
Japan	516653/96	
Japan	2000-568477	
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Korea		188356
North Korea		29006
Mexico		188173
Mexico		197800
Mexico	PA/A/2001/002323	
New Zealand		242328
Norway	962994	
Russian Federation	96116133	
Russian Federation	2001109263	
Singapore	9611090.3	
South Africa		92/2636
South Africa		95/9801
Taiwan		NI-84547
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United States of America		6015546
United States of America		5957848
United States of America		5741478
United States of America		09/407,370
United States of America		08/411,815
United States of America	6348186	08/465,236
United States of America		09/023,696
United States of America		09/797,181
United States of America		09/390,467
European Patent Office		0 512 693
European Patent Office		0 743 860
European Patent Office	99203198.9	
European Patent Office	93922577.7	
European Patent Office	99943130.7	
UK		2260745
UK		2286122
UK		2302649
UK		2302650
UK		2298628

7 Jan 02 14:03

Elan Drug Delivery Ltd

+44(0)115 974 8420

P. 2

Date 21 DECEMBER 2001

QUADRANT BIORESOURCES LIMITED

-and-

QUADRANT HEALTHCARE (UK) LIMITED

**DEED OF ASSIGNMENT
OF PATENTS**

ANDERSEN LEGAL

Garretts
Cambridge
Our ref: tab/kmw

Jan 02 14:03

Elan Drug Delivery Ltd

+44(0)115 974 8420

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THIS DEED is made on 21 December 2001

BETWEEN:

- 1 **QUADRANT BIORESOURCES LIMITED** a company incorporated in England and Wales (registered number 1956520) whose registered office is at 1 Mere Way, Ruddington, Nottingham, Nottinghamshire, NG11 6JS (the "Assignor"); and
- 2 **QUADRANT HEALTHCARE (UK) LIMITED** a company incorporated in England and Wales (registered number 2369749) whose registered office is at 1 Mere Way, Ruddington, Nottingham, Nottinghamshire, NG11 6GS (the "Assignee");

RECITALS:

- (A) The Assignor is the proprietor of the Patents listed in the Schedule 1 to this Deed ("the Patents")
- (B) The Assignor granted to the Assignee on 7th December 1990 a licence of the Patents (the "Licence")
- (C) The Assignor has agreed to assign the Patents to the Assignee for the consideration hereinafter mentioned on the terms set out in this Deed and terminate the Licence.

1 ASSIGNMENT

- 1.1 In consideration of £50.00 (Fifty British Pounds Sterling) the Assignor assigns absolutely with full title guarantee to the Assignee free from all liens, charges, options, encumbrances and adverse interests of any kind:
 - 1.1.1 the Patents and the full and exclusive benefit of them; and
 - 1.2 the right to take all such proceedings as may be necessary for the recovery and retention by the Assignee of damages, costs and interest and/or the obtaining of other remedies in respect of all infringements of any of the Patents whether committed before or after the date of this Deed; and
 - 1.3 the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the invention claimed in the Patents, including the right to claim priority therefrom so that the grant of any patent or similar protection shall be in the name of and vest in the Assignee.

2 TERMINATION OF LICENCE

The parties agree that the Licence shall terminate as at the date hereof.

3 FURTHER ASSURANCE

At all times after the date of this Deed the Assignor shall (at the request and cost of the Assignee) do or procure to be done all acts and things and/or execute or procure the execution of all documents required of it by the Assignee to vest in the Assignee (or as

7 Jan 02 14:04

Elan Drug Delivery Ltd

+44(0)115 974 8420

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it directs) the Patents and to give the Assignee the full benefit of the provisions of this Deed.

4 GOVERNING LAW AND JURISDICTION

This Deed shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England

IN WITNESS whereof this Deed has been clearly executed as a Deed on behalf of the parties on the day and year first written above.

Jan 02 14:04

Elan Drug Delivery Ltd

+44(0)115 974 8420

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SCHEDULE 1**PART 1****THE PATENTS**

Patent Number	Territory	Priority Date
240255	Argentina	Jan 21 1988
591160	Australia	Jul 9 1985
614977	Australia	Jun 29 1987
EP0229810	Austria	Jul 9 1985
EP0297887	Austria	Jun 29 1987
E95066	Austria	Jan 21 1988
229810	Belgium	Jul 9 1985
297887	Belgium	Jun 29 1987
357709	Belgium	Jan 21 1988
1307485	Canada	Jul 9 1985
1332033	Canada	Jun 29 1987
1333562	Canada	Jan 21 1988
276472	Czechoslovakia	Jan 21 1988
170173	Denmark	Jul 9 1985
0923/89	Denmark	Jun 29 1987
94826	Finland	Jun 29 1987
229810	France	Jul 9 1985
297887	France	Jun 29 1987
357709	France	Jan 21 1988
P36 82 047.4	Germany	Jul 9 1985
P38 70 332.7	Germany	Jun 29 1987
P68909542.2	Germany	Jan 21 1988
297887	Greece	Jun 29 1987
4269/88	Hungary	Jun 29 1987
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24727/BE/92	Italy	Jun 29 1987
28316/BE/93	Italy	Jan 21 1988
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156364	Poland	Jun 29 1987
60308	Republic Of Ireland	Jun 29 1987

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88/4617	South Africa	Jun 29 1987
297887	Spain	Jun 29 1987
8900206	Spain	Jan 21 1988
229810	Sweden	Jul 9 1985
297887	Sweden	Jun 29 1987
357709	Sweden	Jan 21 1988
229810	Switzerland	Jul 9 1985
297887	Switzerland	Jun 29 1987
357709	Switzerland	Jan 21 1988
1816199	Russia (ex USSR)	Jun 29 1987
2187191	United Kingdom	Jul 9 1985
2206273	United Kingdom	Jun 29 1987
357709	United Kingdom	Jan 21 1988
4,891,319	United States of America	Jul 9 1985
5,026,566	United States of America	Jun 29 1987
5,149,653	United States of America	Jan 21 1988
P.1258/88	Yugoslavia	Jun 29 1987

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Director/Secretary:

PATENT
REEL: 013712 FRAME: 0471

7 Jan 02 14:05

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Date 21 DECEMBER 2001

QUADRANT BIORESOURCES LIMITED

-and-

QUADRANT HEALTHCARE (UK) LIMITED

**DEED OF ASSIGNMENT
OF PATENTS**

ANDERSEN LEGAL

Garretts
Cambridge
Our ref: tab/kmw

Jan 02 14:05

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THIS DEED is made on 21 December 2001

BETWEEN:

- 1 **QUADRANT BIORESOURCES LIMITED** a company incorporated in England and Wales (registered number 1956520) whose registered office is at 1 Mere Way, Ruddington, Nottingham, Nottinghamshire, NG11 6JS (the "Assignor"); and
- 2 **QUADRANT HEALTHCARE (UK) LIMITED** a company incorporated in England and Wales (registered number 2369749) whose registered office is at 1 Mere Way, Ruddington, Nottingham, Nottinghamshire, NG11 6GS (the "Assignee");

RECITALS:

- (A) The Assignor is the proprietor of the Patents listed in the Schedule 1 to this Deed ("the Patents")
- (B) The Assignor granted to the Assignee on 7th December 1990 a licence of the Patents (the "Licence")
- (C) The Assignor has agreed to assign the Patents to the Assignee for the consideration hereinafter mentioned on the terms set out in this Deed and terminate the Licence.

1 ASSIGNMENT

- 1.1 In consideration of £50.00 (Fifty British Pounds Sterling) the Assignor assigns absolutely with full title guarantee to the Assignee free from all liens, charges, options, encumbrances and adverse interests of any kind:
 - 1.1.1 the Patents and the full and exclusive benefit of them; and
 - 1.2 the right to take all such proceedings as may be necessary for the recovery and retention by the Assignee of damages, costs and interest and/or the obtaining of other remedies in respect of all infringements of any of the Patents whether committed before or after the date of this Deed; and
 - 1.3 the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the invention claimed in the Patents, including the right to claim priority therefrom so that the grant of any patent or similar protection shall be in the name of and vest in the Assignee.

2 TERMINATION OF LICENCE

The parties agree that the Licence shall terminate as at the date hereof.

3 FURTHER ASSURANCE

At all times after the date of this Deed the Assignor shall (at the request and cost of the Assignee) do or procure to be done all acts and things and/or execute or procure the execution of all documents required of it by the Assignee to vest in the Assignee (or as

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it directs) the Patents and to give the Assignee the full benefit of the provisions of this Deed.

4 GOVERNING LAW AND JURISDICTION

This Deed shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England

IN WITNESS whereof this Deed has been clearly executed as a Deed on behalf of the parties on the day and year first written above.

Jan 02 14:06

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SCHEDULE 1**PART 1****THE PATENTS**

Patent Number	Territory	Priority Date
240255	Argentina	Jan 21 1988
591160	Australia	Jul 9 1985
614977	Australia	Jun 29 1987
EP0229810	Austria	Jul 9 1985
EP0297887	Austria	Jun 29 1987
E95066	Austria	Jan 21 1988
229810	Belgium	Jul 9 1985
297887	Belgium	Jun 29 1987
357709	Belgium	Jan 21 1988
1307485	Canada	Jul 9 1985
1332033	Canada	Jun 29 1987
1333562	Canada	Jan 21 1988
276472	Czechoslovakia	Jan 21 1988
170173	Denmark	Jul 9 1985
0923/89	Denmark	Jun 29 1987
94826	Finland	Jun 29 1987
229810	France	Jul 9 1985
297887	France	Jun 29 1987
357709	France	Jan 21 1988
P36 82 047.4	Germany	Jul 9 1985
P38 70 332.7	Germany	Jun 29 1987
P68909542.2	Germany	Jan 21 1988
297887	Greece	Jun 29 1987
4269/88	Hungary	Jun 29 1987
86903	Israel	Jun 29 1987
19263/BE/92	Italy	Jul 9 1985
24727/BE/92	Italy	Jun 29 1987
28316/BE/93	Italy	Jan 21 1988
2140344	Japan	Jul 9 1985
2139931	Japan	Jun 29 1987
2135928	Japan	Jan 21 1988
229810	Luxembourg	Jul 9 1985
297887	Luxembourg	Jun 29 1987
357709	Luxembourg	Jan 21 1988
229810	Netherlands	Jul 9 1985
297887	Netherlands	Jun 29 1987
357709	Netherlands	Jan 21 1988
227864	New Zealand	Jun 29 1987
172964	Norway	Jun 29 1987
156364	Poland	Jun 29 1987
60308	Republic Of Ireland	Jun 29 1987

PATENT**REEL: 013712 FRAME: 0476**

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Patent Number	Territory	Priority Date
88/4617	South Africa	Jun 29 1987
297887	Spain	Jun 29 1987
8900206	Spain	Jan 21 1988
229810	Sweden	Jul 9 1985
297887	Sweden	Jun 29 1987
357709	Sweden	Jan 21 1988
229810	Switzerland	Jul 9 1985
297887	Switzerland	Jun 29 1987
357709	Switzerland	Jan 21 1988
1816199	Russia (ex USSR)	Jun 29 1987
2187191	United Kingdom	Jul 9 1985
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357709	United Kingdom	Jan 21 1988
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5,149,653	United States of America	Jan 21 1988
P.1258/88	Yugoslavia	Jun 29 1987

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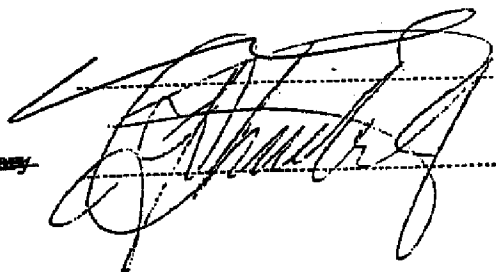
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EXECUTED as a DEED (but not
delivered until the date which first
appears in this Deed)
for and on behalf of
QUADRANT BIORESOURCES
LIMITED
acting by *two directors*
(R. Uppal and *Teresa Chedwick*)

Director

Director/~~Secretary~~

EXECUTED as a DEED (but not
delivered until the date which first
appears in this Deed)
for and on behalf of
QUADRANT HEALTHCARE
(UK) LIMITED
acting by *two directors*

(R. Uppal and *Teresa Chedwick*)

Director

Director/~~Secretary~~

Company Details

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Name & Registered Office :

QUADRANT BIORESOURCES LIMITED

1 MERE WAY

RUDDINGTON

NOTTINGHAM

NOTTINGHAMSHIRE NG11 6JS

Status : Active

Company No. : 01956520

Date of Incorporation : 11/11/1985

Country of Origin : United Kingdom

Company Type: Private Limited Company

Nature Of Business (SIC(92)):

7310 - R & D on nat sciences & engineering

7499 - non-trading company

Accounting Reference Date : 31/12

Last Accounts Made Up To : 31/12/2001 (DORMANT)

Next Accounts Due : 31/10/2003

Last Return Made Up To : 30/06/2002

Next Return Due : 28/07/2003

Last Members List : 30/06/2002

Fiche Weeded On : 12/03/1998

Previous Names

Date of Change :

16/12/1985

Previous Name :

SWIFT 976 LIMITED

Branch Details

There are no branches associated with this company.

Overseas Company Information

There are no Overseas Details associated with this company.

SYSTEM REQUIREMENTS