



102409776

To the Honorable Commissioner of Patents and Trademarks

and original documents or copy thereof.

1. Name of conveying party(ies):

4-3-03

Cambridge University Technical Services Limited

2. Name and address of receiving party(ies)

Name: Microbial Technics Limited

Address: 20 Trumpington Street, Cambridge CB2  
1QA

Name: Universiteit Gent

Address: Belgium B-9000 Gent, Sint-  
Pietersnieuwstraat 25

Additional name of conveying party(ies) attached? ☐ Yes ☒ No

Additional Name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: December 14, 1998

**CERTIFICATE OF MAILING**

I hereby certify that this correspondence is being deposited with the  
United States Postal Service as first class mail in an envelope  
addressed to: Commissioner for Patents, Washington, D.C. 20231  
on the date shown below.

Typed or printed name: Jayna M. Lofgram

Signature:

Date: March 28, 2003

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)

09/060,878

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: TraskBritt

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 2550

City: Salt Lake City State: UT Zip: 84110

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) . . . . . \$40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

20-1469

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

Attorney Docket No.: 2887-5388US

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.

Allen C. Turner

Name of Person Signing  
Reg. No. 33,041

Signature

March 28, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 5

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

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

**PATENT**  
**REEL: 013910 FRAME: 0068**

## ASSIGNMENT AGREEMENT

**This Agreement is made and entered into by and between**

Microbial Technics Limited, a company incorporated in England and Wales, having its registered office at 20 Trumpington Street, Cambridge CB2 1QA, UK and represented by Dr R. LE PAGE, Director, hereinafter referred to as "MTL";

Universiteit Gent, a public institution having acquired juridical personality according to the particular decree of June 26, 1991 (Belgian Law Monitor June 29, 1991), having its administrative offices in Belgium, B-9000 Gent, Sint-Pietersnieuwstraat 25 and being represented by Prof. J WILLEMS, Rector and President of the board of directors, hereinafter referred to as "RUG";

Hereinafter MTL and RUG shall jointly or separately be referred to as "Assignees",

Richard LE PAGE, a British citizen whose full address is University of Cambridge, Department of Pathology, Tennis Court Road, Cambridge CB2 1QP, Great Britain.

Jeremy WELLS, a British citizen whose full address is University of Cambridge, Department of Pathology, Tennis Court Road, Cambridge CB2 1QP, Great Britain

Erik REMAUT, a Belgian citizen whose full address is Universiteit Gent, Department of Molecular Biology, K.L. Ledeganckstraat 35, B-9000 Gent, Belgium

Lothar STEIDLER, a Belgian citizen whose full address is Universiteit Gent, Department of Molecular Biology, , K.L. Ledeganckstraat 35, B-9000 Gent, Belgium

Hereinafter Richard LE PAGE, Jeremy WELLS, Erik REMAUT and Lothar STEIDLER shall jointly or separately be referred to as "Inventors",

**and**

CAMBRIDGE UNIVERSITY TECHNICAL SERVICES LIMITED, a company incorporated in England and Wales, having its registered office at The Old Schools, Trinity Lane, Cambridge CB2 1TS, UK and represented by Dr. Richard Jennings, Director, hereinafter referred to as "Assignor";

Hereinafter Assignor, Assignees and Inventors shall jointly or separately be referred to as "Parties".

*Richard LE PAGE*  
*JP*

**WITNESSETH**

Whereas Inventors have jointly conceived an invention which has been the subject of a patent application entitled "Delivery of Biologically Active Polypeptides" being filed in the UK and other countries and having duly accorded the application number of GB 9521568.7 and PCT/GB96/02580 (hereinafter "Patent Application") in the name of Assignor; and

Whereas Assignor represents that it wants to assign all its rights in the Patent Application to Assignees; and

Whereas Assignees are willing to accept the assignment of these rights in the Patent Application.

Now therefore, in consideration of the foregoing premises, the Parties hereby agree as follows:

**Article 1. Assignment**

The Assignor herewith assigns and transfers for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, its entire right, title and interest for all countries in the Patent Application to the Assignees with all rights and duties in such a way as if the Patent Application would have been filed in the name of Assignees.

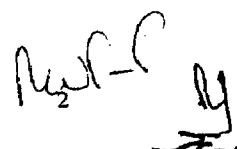
For the avoidance of doubt, the said Erik Remaut and the said Lothar Steidler herewith assign and transfer for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, their entire right, title and interest for all countries in the Patent Application to the RUG with all rights and duties in such a way as if the patent application would have been filed in the name of RUG.

**Article 2. Registration**

The Assignor and the said Erik Remaut and the said Lothar Steidler herewith authorise and request the issuing authorities to issue any and all patents granted on the Patent Application to the Assignees and request to register this assignment where appropriate.

**Article 3. Warranties**

The Inventors warrant and covenant that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed, has been made to others except to Assignor by the Inventors, and that the full right to convey the same as herein expressed is possessed by the Assignor, and the Inventors.

A handwritten signature, possibly reading "Rug", is written in the bottom right corner of the page.

The Assignor warrants and covenants that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the Assignor, and that the full right to convey the same as herein expressed is possessed by the Assignor.

#### **Article 4. Covenant**

The Inventors covenant that, when requested and at the expense of the Assignees, to carry out in good faith the intent and purpose of this assignment, the inventors will execute all rightful oaths, declarations, assignments, powers of attorney and other papers.

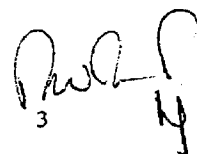
#### **Article 5. Applicable law and dispute**

the Parties shall attempt to settle any dispute arising out of or relating to this agreement in an amicable way.

This agreement shall be interpreted in all respects in accordance with the Laws and Courts of Belgium.

#### **Article 6. Termination**


This agreement shall extend to the expiration of the last to expire of the patents relating to the Patent Application.

  
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IN WITNESS whereof, the Parties have caused this Agreement to be executed by their duly authorised representatives in seven original copies.

The effective date of this Agreement is 14 December, 1998.

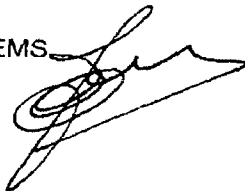
MTL

  
DIRECTOR

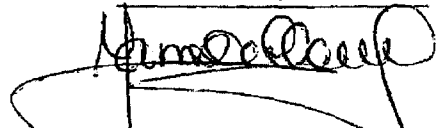
UNIVERSITEIT GENT

Prof. J. WILLEMS

Rector



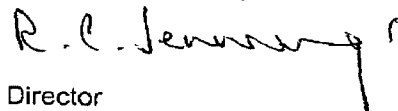
GEZIEN EN GOEDGEKEURD

  
YANNICK DE CLERQ  
REGERINGSCOMMISSARIS

8661 AUN 5 0

UNIVERSITY  
CAMBRIDGE TECHNICAL SERVICES LIMITED

Dr. Richard Jennings

  
Director

THE INVENTORS

Richard LEPAGE

Jeremy WELLS

Erik REMAUT

Lothar STEIDLER

