

06-18-2003

**FORM COVER SHEET
ENTRIES ONLY**

61403

TO THE ASSISTANT COMMISSIONER **102476393**

record the attached original documents or copy thereof.

1. Name of conveying party: (If multiple assignors, list numerically)

UPT ASSET HOLDINGS, INC.

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party:

Name: ELAN DRUG DELIVERY LIMITED**Address:** 1 Mere Way, Ruddington, Nottingham NG11 6Js, United Kingdom

Additional name(s) of receiving party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment
☐ Merger
☐ Security Agreement
☐ Change of Name
☐ Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) 1-31-03

4. Application numbers:

☒ Patent Application Nos.:

1. 09/589,381 06/07/00
2. 10/130,840 05/20/02
3. 10/089,003 03/22/02

☒ Patent Issue Nos.:

1. 5,766,520 issued 06/26/98
2. 6,537,666 issued 03/25/03
3. 6,306,345 issued 10/23/01

Additional numbers attached? ☐ Yes ☒ No

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

Name: Mark R. Benedict
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995

Internal Address: Fourteenth Floor
Street Address: 2040 Main Street
City: Irvine **State:** CA **ZIP:** 92614
Attorney's Docket No.: ELAN.000GEN

7. Total fee (37 CFR 1.21(h)): \$ 240.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and patents involved: 6

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.

Mark R. Benedict
Name of Person Signing

Signature

Date

6/13/03

44,531

Registration No.

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

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

06/17/2003 ECDOPER 00000241 09589381

01 FC:8021

240.00 DP

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Mail Stop Assignment Recordation Services
Director, U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

FINANCE SECTION

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FINAL COPY TO
WHICH SIGNATURE
PAGE RELATES.

DATED 31 JANUARY 2003

UPT ASSET HOLDINGS, LLC

and

OCM PRINCIPAL OPPORTUNITIES FUND, L.P.

and

ELAN DRUG DELIVERY LIMITED

**DEED OF ASSIGNMENT OF PATENTS
AND PATENT APPLICATIONS**

DEED OF ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

THIS DEED OF ASSIGNMENT is made the 31st day of January 2003

BETWEEN:

- (1) **UPT ASSET HOLDINGS, LLC**, a Delaware limited liability company having its principal place of business at Grand Avenue, Los Angeles, California 90071 ("UPTAH"); and
- (2) **OCM PRINCIPAL OPPORTUNITIES FUND, L.P.**, a California limited liability company ("OCM"); and
- (3) **ELAN DRUG DELIVERY LIMITED** a company incorporated in England and Wales with registered number 2704727 whose registered office is at 1 Mere Way, Ruddington, Nottingham NG11 6JS, United Kingdom ("EDD").

INTRODUCTION

- (A) UPTAH is the sole legal and beneficial owner of the Patents and the Patent Applications (as herein defined).
- (B) UPTAH and EDD are the real parties of interest in Patent Interference No. 104,727 currently pending in the U.S. Patent and Trademark Office involving UPTAH U.S. Patent No. 5,766,520 and EDD U.S. Patent Application No. 08/923,783.
- (C) Pursuant to a letter of agreement dated 28th October 2002 as subsequently amended UPTAH agreed to sell and assign to EDD the Patents and the Patent Applications (the "Letter of Agreement").
- (D) UPTAH 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 Letter of Agreement.
- (E) 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 Deed, 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 of this agreement; and
- (b) relating to the same invention as the subject of any of the patent applications listed in Schedule A to this agreement;
- (c) but shall specifically exclude those patents and patent applications assigned or otherwise transferred to Avant Immunotherapeutics, Inc. by either UPTAH or EDD.

2. Assignment of Patents and Patent Applications

2.1 NOW, THEREFORE, in consideration of One Dollar (\$1.00) to UPTAH, and other good and valuable consideration, the receipt of which is hereby acknowledged UPTAH 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 which are the subject of such Patents and Patent Applications and 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 UPTAH 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 UPTAH 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 UPTAH's name prior to grant, will:

- (a) if required by EDD authorise and instruct patent attorneys and 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. UPTAH's Warranties

UPTAH warrants the following:

3.1 UPTAH is the sole legal and beneficial owner of the Patents and the Patent Applications free from encumbrances and other third party rights.

- 3.2 All the patent applications filed arising from and/or based upon the invention disclosed in the Bronshtein U.S. Patent No. 5,766,520 patent family, entitled "Preservation by foam formation" are set out in Schedule A.
- 3.3 So far as UPTAH is aware, as of the date of execution of the Letter Agreement, all renewal fees and steps relating to the maintenance and prosecution of any Patents which may have been granted to UPTAH pursuant to any of the Applications have been paid or taken.
- 3.4 UPTAH (including its predecessor in interest Universal Preservation Technologies, Inc. ("UPT")) has not granted any licences in relation to the Patents and/or the Patent Applications except for a licence with Fort Dodge Animal Health (part of American Home Products Corporation) dated 25th August 1998 (as amended) and Stratagene dated 1st March 2002-(as amended).
- 3.5 So far as UPTAH is aware, no patents, apart from the Patents, have been granted pursuant to the Patent Applications.
- 3.6 The details set out in Schedule A to this Deed are accurate as of December 20, 2002.
- 3.7 All rights that any third parties may have had over the inventions disclosed in the Patents or Patent Applications have been fully and validly assigned to UPTAH, or in the case of a lien, have been fully and finally released. For the purposes of this warranty "Third Parties" shall include but shall not be limited to any parties that have worked for or on behalf of UPTAH or UPT in developing the aforementioned inventions (whether as employees, contractors or otherwise).

4. Further Assurance

UPTAH will at EDD's request and expense promptly take all steps to do all acts and things and execute all documents and deeds requested by EDD that EDD reasonably considers are necessary or desirable for giving full effect to the terms and provisions of this Deed and to vest all UPTAH's proprietary, 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.

5. Settlement Agreement

EDD hereby acknowledges that a Settlement Agreement and Mutual General Release, dated January 31, 2003, by and between Knobbe, Martens, Olson & Bear, LLP, Oaktree Capital Management, LLC, UPT Asset Holdings, LLC and Universal Preservation Technologies, Inc. (the "Settlement Agreement") has been entered into in the form attached hereto. EDD hereby agrees to acquire the Patents and Patent Applications subject to the provisions of the Settlement Agreement.

6. Indemnification by OCM

OCM, as the record and beneficial holder of 95.2% of the fully diluted equity of UPTAH, will indemnify and hold harmless EDD, and any successors, assignees or licensees to some or all of the Patents and Patent Applications, from and against any and all damages, losses, taxes, fines, penalties, costs, expenses, liabilities, obligations, claims, demands, causes of action, suits, settlements and judgments (including, without limitation, reasonable out-of-pocket fees of counsel) of any kind or nature (whether or not arising out of third-party claims) and including all reasonable amounts paid in investigation, defense or settlement of the foregoing, but excluding any consequential, incidental, speculative or punitive damages which may be sustained or suffered by EDD arising out of or based upon any breach by UPTAH of any warranty or further assurance made by UPTAH pursuant to this Agreement, or by reason of any claim, action or proceeding asserted or instituted growing out of any matter or thing constituting a breach of such warranty or further assurance.

7. Maintenance and Prosecution

UPTAH shall deliver to EDD or its nominee UPTAH's files relating to the prosecution and maintenance (as applicable) of each of the Patents and the Patent Applications no later than 7 days after the date hereof.

8. Award to Employee Inventor

For the avoidance of doubt, UPTAH undertakes to pay any award to any of the UPTAH's employee or ex-employee inventors that may be payable under any patent legislation in respect of the Patents or any patent deriving from the Patent Applications.

9. Miscellaneous

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

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

EXECUTED by)
UPT ASSET HOLDINGS, LLC)
acting by)
)

Name Position

Signature

OCM PRINCIPAL OPPORTUNITIES)
FUND, L.P.)
acting by)
)

Name Position

Signature

EXECUTED by)
ELAN DRUG DELIVERY LIMITED)
acting by)
)

RAJAN UPPAL DIRECTOR

Name Position

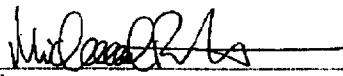
Signature

EXECUTED by
UPT ASSET HOLDINGS, LLC
acting by

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Michael Harmon
Name

President
Position

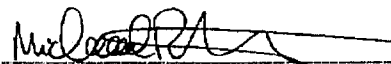

Signature

OCM PRINCIPAL OPPORTUNITIES
FUND, L.P.
acting by

)
)
)

Michael Harmon
Name

Senior Vice
President
Position


Signature

EXECUTED by
ELAN DRUG DELIVERY LIMITED
acting by

)
)
)

Name

Position

Signature
