


Form PTO-1595 (Rev. 10/02)		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
Tab Settings: [Icons]					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): SIRUS PHARMACEUTICALS, LTD.			2. Name and address of receiving party(ies) Name: MOLECULAR SYNTHETICS LIMITED Internal Address: _____ _____ _____ Street Address: Salisbury House, Station Road, Cambridge City: Cambridgeshire Country: UK Zip: CB1 2LA		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			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: February 9, 2004					
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. 10/015,162 ; filed December 11, 2001			B. Patent No.(s)		
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: Doran R. Pace Internal Address: Saliwanchik, Lloyd & Saliwanchik A Professional Association Street Address: 2421 N.W. 41st Street, Suite A-1 City: Gainesville State: FL Zip: 32606			6. Total number of applications and patents involved: 1		
			7. Total fee (37 CFR 3.41) \$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: 19-0065 (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
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>					
Doran R. Pace Name of Person Signing		 Signature		June 22, 2004 Date	
Total number of pages including cover sheet, attachments, and documents: 4 Atty Docket No. GJE-18D1					

CH \$40.00 190065 10016162

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

THIS AGREEMENT is made on this 30th day of December, 2003

BETWEEN:

- (1) Sirius Pharmaceuticals Limited (Registered No. 2740120) of Cambridge, UK ("Assignor"), and
- (2) Molecular Synthetics Limited (Registered No. 4988521) of Cambridge, UK ("Assignee").

WHEREAS:

- (A) Assignor is the proprietor of the various Patents and Patent applications listed in the schedule to this agreement ("the Patents") and warrants that it currently holds full right and title to the Patents including the right to assign them; and
- (B) Assignor warrants that Schedule 1 is a complete list of all Patents and Patent applications deriving from the parent PCT and pertaining to the licensed inventions and agrees to subsequently assign to assignee any additional Patents or Patent applications in this family later discovered to have been omitted; and
- (C) Assignor has agreed to assign the Patents to Assignee together with the right to file other applications in respect of the same inventions in all countries in the world, together with all patents which may be granted pursuant to all such applications, on the terms set out in this Agreement.
- (D) Assignor was previously known as SynGenix Limited and changed its name to Sirius Pharmaceuticals Limited by resolution dated 8 April 2003.

NOW IT IS AGREED as follows:

1. In consideration of the payment by Assignee of one pound sterling (receipt of which is hereby acknowledged), Assignor hereby assigns to Assignee with full title guarantee:-
 - 1.1 the Patents and the full and exclusive benefit thereof, to the intent that any patents granted pursuant to the Patents shall be in the name of and vest absolutely in the Assignee;
 - 1.2 all rights, powers, liberties and immunities arising from the Patents including the right to sue for and obtain full and effective relief in respect of every act of infringement of any Patent or of any patent granted pursuant to any patent application contained in the Patents, whether occurring prior to or after the date of this assignment;
 - 1.3 the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the inventions claimed in the Patents and any improvements of the inventions made before or after the date of this agreement including the right to claim priority from the Patents to the intent that the grant of any patent or similar protection shall be in the name of and vest absolutely in the Assignee.
2. Neither the Assignor nor any of its shareholders, employees, predecessors, assignors, or successors will seek, after the date of this assignment, any additional consideration, distribution, payment, fee or royalty for income deriving from the Patents.
3. Assignor hereby covenants with Assignee that Assignor will at the expense of Assignee execute and do all such instruments, applications, documents, acts and other things as

for any costs incurred at any patent registry in connection with the recordal of the name change of Assignor, effected in March 2003, in connection with the Patents if required prior to recordal of the assignment hereby effected. Assignee acknowledges that he shall be solely responsible with effect from the date hereof for effecting registration of this assignment in respect of the Patents in all relevant patent registries and Assignee shall assume all responsibility with effect from the date hereof the prosecution to grant and maintenance and defence of the Patents.

This Agreement shall be governed by and construed in accordance with the laws of England without regard to the conflicts of law provisions thereof.

Schedule 1

Invention	Application No.	Country
Enzyme Processivity Buffers (Cationic Enzyme Processivity)	PCT/GB92/01599	International Application
	EPO601010	European (validated in DE,FR & UK)
	US5,554,498	USA
	AU670755	Australia
	2116576	Canada
Cell Cation Therapy	511783/92	Japan
	NO 0940658	Norway
	PCT/EP92/00021	International Application
	US5,614,652	USA
	EPO566590B1	European
Brachytherapy/Tissue Glue	501422/92	Japan
	2099869	Canada
	PCT/GB95/01330	International Application
	EPO 804153B1	European
	DE 69531869CO	Germany
Hydroxide Free Ferrites	10/015162	USA
	PCT/GB92/01703	International Application
	EPO 640350 B1	European
	US 6,153,598	USA
	505902/93	Japan
	25679/92	Australia
	2119145	Canada
	DE69232547CO	Germany
	GB9119762AO	UK
	DK0640350T3	Denmark
ES2176216T3	Spain	

In Witness whereof this Assignment has been executed by each of the parties on the date set out above:

Signed ~~as a Deed~~ by Assignor, acting by

Signed by Assignee by





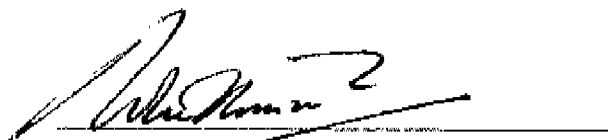
Tom Saylor
CEO, Sirius Pharmaceuticals, LTD

Dr. AG Filler
President & CEO, Molecular Synthetics, LTD

I do hereby certify and attest that I was present on the date hereof and did see Tom Saylor and Dr. AG Filler duly sign and execute the same.

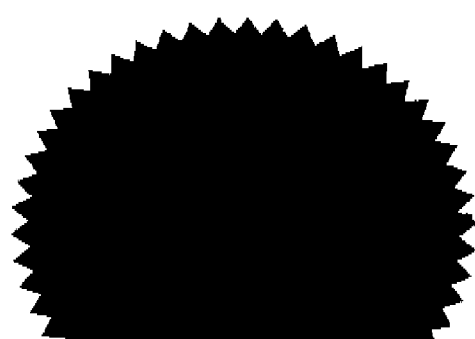
Granted and signed at Cambridge England

This 9th day of February 2004



Notary Public

Adrian Piers Horwood-Smart
Notary Public



PATENT