

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

<p>1. Name of conveying party(ies):                  AMERSHAM PHARMACIA BIOTECH UK LIMITED                  a British Corporation                  Amersham Place, Little Chalfont                  Buckinghamshire, HP7 9NA, UNITED KINGDOM                  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)                  Name: <u>MEDICAL RESEARCH COUNCIL</u>                  Internal Address: _____                  Street Address:                  1-3 Burtonhole Lane                  Mill Hill                  City: <u>London</u>                  Country: <u>United Kingdom</u> Zip: <u>NW7 1AD</u>                  Additional name(s) &amp; address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>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>March 15 &amp; 18, 2004</u></p>	

4. Application number(s) or patent number(s):  
 If this document is being filed together with a new application, the execution date of the new application is: \_\_\_\_\_

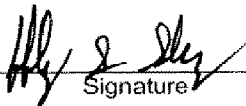
A. Patent Application No.(s): <u>09/101,978</u>	B. Patent No.(s): <u>6,239,159</u>
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Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:                  Name: <u>Jeffrey S. Sharp</u>  <u>MARSHALL, GERSTEIN &amp; BORUN LLP</u>                  Internal Address: <u>Atty. Dkt.: 28911/34858</u>                  Street Address:                  233 S. Wacker Drive, Suite 6300                  Sears Tower                  City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60606-6357</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>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  <input type="checkbox"/> Authorized to be charged to credit card                  (Form 2038 enclosed)</p> <p>8. Deposit account number:  <u>13-2855</u>                  (Attach duplicate copy of this page if paying by deposit account)</p>
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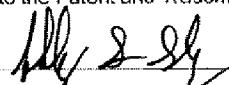
**DO NOT USE THIS SPACE**

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.*

<u>Jeffrey S. Sharp - 31,879</u> Name of Person Signing	 Signature	<u>September 8, 2004</u> Date
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Total number of pages including cover sheet, attachments, and documents: 8

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, facsimile no. (703) 306-5995, on the date shown below.

Dated: September 8, 2004 Signature:  (Jeffrey S. Sharp)

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**ASSIGNMENT, NON-EXCLUSIVE LICENCE BACK, AND  
REVENUE SHARE AGREEMENT**

THIS AGREEMENT is made the 18<sup>th</sup> day of MARCH of 2004

**PARTIES:**

- 1 AMERSHAM PLC of Amersham Place, Little Chalfont, Buckinghamshire, HP7 9NA formerly known as Amersham International plc and then Nycomed Amersham plc (hereinafter called "AMERSHAM")
- 2 MEDICAL RESEARCH COUNCIL of 20 Park Crescent, London W1B 1AL (hereinafter called "MRC")

**RECITALS:**

- A MRC and AMERSHAM entered into a Collaborative Research Agreement dated 01 July 1996 in the field of nucleic acid chemistry. As a result of this collaboration several patent applications were filed by AMERSHAM, including PA9601 (granted as US 6,313,286 and EP 880539), PA9602 (granted as US 6,239,159), and PA9706 (granted as US 6,600,028).
- B On 12 December 1996 a Licence Agreement between MRC and AMERSHAM was signed assigning MRC rights to PL9635 to AMERSHAM (granted as US 6,153,745 and EP 866796, and maintained as patent applications in Japan and Canada).
- C MRC has an interest in continuing development of the research work underpinning these patent applications and wishes to take assignment of the applications from AMERSHAM.
- D AMERSHAM agree to assign to MRC all their rights in the aforementioned patents and patent applications, on the terms and conditions hereafter.

**DEFINITIONS**

- (a) "PATENTS" shall mean the patents and patent applications which are more fully described in the attached Schedule.
- (b) "Field" means the discovery and/or application of any Product or Process in whole or in part as a therapy to remedy disease in humans or animals.
- (c) "Other Fields" means all fields other than Field".
- (d) "Product" means any material or compound either claimed in any PATENT or derived from application of any technology described in any PATENT.
- (e) "Process" means any process or procedure either claimed or described in any PATENT.

**OPERATIVE TERMS:**

**1. Assignment and Licence Back**

1.1 For the consideration set out in Clause 4 hereof AMERSHAM hereby assigns with full title guarantee to the MRC absolutely and free from all charges, licences and encumbrances and the MRC hereby accepts from AMERSHAM all AMERSHAM's property right title and interest anywhere in the world in and to the PATENTS including without limitation:

- (a) the PATENTS and all patent applications and patents deriving or claiming priority from any thereof or otherwise relating to the PATENTS including all divisionals continuations reissues, extensions, registrations and supplementary protection certificates in relation to any thereof;
- (b) the benefit of all priority dates;
- (c) all other intellectual property rights and know-how;
- (d) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past, present or future) in relation to any patents deriving or claiming priority from the PATENTS or any of the rights conferred by publication of the PATENTS or any of the other rights referred to in this Assignment.

1.2 MRC grants to AMERSHAM a non-exclusive licence to use the PATENTS for any use in the Other Fields, for the life of the PATENTS and all patent applications and patents deriving or claiming priority therefrom. AMERSHAM hereby agrees that should AMERSHAM receive any income as a result of using the licensed PATENTS AMERSHAM shall pay the MRC;

- 1.2.1 10% (ten percent) of Net Sales on products or process covered by PL9635 and
- 1.2.2 6% (six percent) of Net Sales on products or process covered by PA9601, PA9602, PA9706.

For the avoidance of doubt there is no initial fee and no minimum royalty in recognition of AMERSHAM's past contribution to the development of the technology and costs of the PATENTS.

## 2 Further Assurance

2.1 AMERSHAM undertakes to do all further acts and execute all further documents at the MRC's request and expense as the MRC may reasonably require to secure the vesting in the MRC or the MRC's nominee or successors in title of all rights title and interests intended to be assigned transferred or granted to the MRC hereunder and to give the MRC the full benefit of this Assignment including doing all acts which may be necessary or desirable in connection with:

- (a) the prosecution of the PATENTS and the filing and prosecution of any further applications anywhere in the world and obtaining grant in relation thereto;
- (b) protecting and enforcing the PATENTS and any patents or patent applications and other intellectual property rights arising therefrom.

Any confirmatory assignment documents required in any country shall be construed in accordance with the terms of this Assignment.

## 3 Patents Maintenance & Commercialisation

3.1 MRC shall pay all renewal and other fees necessary to keep the PATENTS in force and to progress any patent applications and patents deriving therefrom.

3.2 If the MRC elects no longer to exploit any one of the PATENTS the MRC will give AMERSHAM twenty one (21) days notice (hereinafter known as "Abandonment Notice") of its intention to allow any of the PATENTS to lapse. Once the Abandonment Notice has been served AMERSHAM shall have the right at any time within the twenty one (21) day period after receipt of such Abandonment Notice to request MRC to assign back to AMERSHAM any of the PATENTS MRC no longer wishes to pursue. In the event that AMERSHAM fails to notify the MRC of its intention to seek re-assignment of the PATENTS within twenty one (21) days, the MRC shall consider that AMERSHAM has no interest in taking such re-assignment.

- 3.3 At the request of AMERSHAM the MRC will produce a brief confidential update of the ongoing commercialisation activities pertaining to the PATENTS. MRC will produce a maximum of one (1) update per year.
- 3.4 At the request of MRC AMERSHAM will produce a brief confidential update of the ongoing commercialisation activities pertaining to intellectual property developed in the Collaborative Research Agreement dated 01 July 1996. AMERSHAM will produce a maximum of one (1) update per year. For the avoidance of doubt patents and patent applications filed as a consequence of the Collaborative Research Agreement not listed in the Schedule will continue to be managed by AMERSHAM until further notice and governed by the terms and conditions specified in the said Collaborative Research Agreement dated 01 July 1996.

**4. Consideration**

- 4.1 In consideration for the assignment provided for in Clause 1 hereof the MRC shall pay AMERSHAM
  - 4.1.1 35% (thirty five percent) of any net income received by the MRC from licensing or assigning PL9365 (hereinafter "Net Income") until the sums paid by MRC total £42,000 (forty two thousand pounds sterling) has been paid and thereafter 10% (ten percent) of Net Income relating to PL9635;
  - 4.1.2 35% (thirty five percent) of Net Income other than that accruing pursuant to Clause 4.1.1.

Net Income shall be gross income less direct costs incurred and paid by MRC in connection with the prosecution, maintenance and defence of the PATENTS. Direct costs will include, but not be limited to, official filing fees, patent agents' costs, legal and other advisory and consultancy fees and VAT and any other taxes imposed.

**5. Records**

- 5.1 The MRC shall keep full, true and accurate books of account and records containing all particulars that may be necessary for the purpose of showing the amounts payable to the AMERSHAM. These books of account and records shall be made available for inspection by the AMERSHAM within a reasonable time after receipt of a request for access by the MRC. Reasonable access will be granted at a time and place agreed upon by the parties.

**6. Infringements**

- 6.1 Either party shall notify the other in the event of any infringement of any of the PATENTS and MRC shall notify AMERSHAM as to whether or not MRC intends to commence proceedings against such infringement.

**7. General Provisions**

**7.1 Governing law and jurisdiction**

This agreement is to be governed by and construed in accordance with the Laws of England and the jurisdiction of the English Courts.

**7.2 Severability of provisions**

If any provision of this agreement is declared void or unenforceable by any judicial or administrative authority this will not ipso facto nullify the remaining provisions of this Agreement and the provision of this Agreement so affected will be curtailed and limited only to the extent necessary to bring it within the legal requirements.

**7.3 Force Majeure**

No failure or omission by either party to carry out or to observe any of the terms or conditions of this Agreement will give rise to any claim against the party in question or be deemed a breach of this Agreement if such failure or omission arises from any cause beyond the reasonable control of that party.

7.4 Entire agreement

This Agreement embodies the entire agreement between the parties hereto as to the subject matter hereof and merges all prior discussions and no provision of this Agreement may be changed except by the written mutual consent of the parties hereto.

7.5 Termination

Either party (the "Terminating Party") shall have the right at any time by notice to the other to terminate this Agreement forthwith if the other commits a material breach of this Agreement and such breach, if capable of remedy, is not remedied within sixty 60 days of written notice being given by the Terminating Party to the other to remedy such breach.

7.6 Non-assignment

Neither Party shall assign, subcontract or otherwise dispose of the whole or any part of its rights and obligations under this Agreement without the consent of the other except that AMERSHAM may assign the benefit of this Agreement to any of its Affiliates or to the purchaser of the entire part of its business of which the products or process covered by the PATENTS. In the event MRC is seeking assignment to a party to facilitate exploitation of the PATENTS primarily in the Field, such consent shall not be unreasonably withheld or delayed. Any such assignment by MRC shall be subject to the maintenance of the licence granted to AMERSHAM herein.

IN WITNESS of which the parties have executed this Agreement

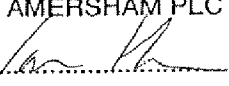
Executed by MEDICAL RESEARCH COUNCIL

Signature.....

Name: **Graham L. Wagner**  
Title: **Deputy Director, Licensing and Agreements  
Medical Research Council Technology**

Date: **18<sup>th</sup> March 2004**

Executed by AMERSHAM PLC

Signature.....

Name: **Carolea Hammer**  
Title: **VP INTELLECTUAL PROPERTY, AMERSHAM BIOSCIENCES**

Date: **15<sup>th</sup> March 2004**

Approved/Legal
<u>ESL</u> (initials)
10 / 03 / 04 (date)

Schedule

The PATENTS are:

Reference	Working Title	Filing Number
PL9635	Random Mutagenesis (P/K Mixtures)	US 6,153,745; EP 866796; CA 2232506; JP 512495/97
PA9601	Labelled P	US 6,313,286; EP 880539
PA9602	Indoles & Pyrroles	US 6,239,159
PA9706	Tricyclics	US 6,600,028

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A813/1866

A813/1300

A813/1345

and any and all patent applications and patents deriving or claiming priority from any of the above including all divisionals, continuations, reissues, extensions, registrations, and supplementary protection certificates.