

WR:jam 10/19/04 319064

Atty. Ref. No. 6613-66749-01

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1. Total number of pages including cover sheet, attachments and document: Ten (10)

2. Name of Conveying Party(ies) and Execution Date(s) of Document(s)  Check here if additional name(s) attached  
Name(s): Sanjay Kumar Kakkar, Anthony James Kennedy, Sophie Marie Combe-Marzelle, David Jonathan Madge and Mark Dolman  
Execution Date(s): November 19, 2003

3. Name and address of receiving party  Check here if additional name(s) & address(es) are attached  
Name Trigen Limited  
Address 20 St James's Street  
City London State/Country United Kingdom Zip SW1A 1ES

4. Nature of Conveyance  
 Assignment  Merger  Security Agreement  Name Change  Other:

5. Total number of applications and patents involved: One (1)

6. Total Fee Enclosed (37 C.F.R. § 3.41): \$40.00

7.  Check here if any deficiency/overpayment is authorized to be charged to deposit account 02-4550

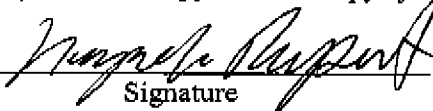
8. Enter either the Execution date (of the Declaration and Power of Attorney), Application Number, or the Patent Number. Do not enter more than one number for the same patent.  
A.  This document is being filed with a new application. Execution date is: \_\_\_\_\_  
B.  Patent Application No.(s) or Patent No.(s): 10/658,971  
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9. Correspondent's name, address, and telephone number  
Wayne W. Rupert  
Klarquist Sparkman, LLP  
One World Trade Center, Suite 1600  
121 S.W. Salmon Street  
Portland, Oregon 97204-2988  
Telephone: 503-595-5300  
Facsimile: 503-228-9446

10.  Please return the attached postcard to confirm that these items have been received.

11. 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.*

Wayne W. Rupert  
Name of Person Signing

  
Signature

October 19, 2004  
Date

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PATENT  
REEL: 015263 FRAME: 0081

THIS ASSIGNMENT IS MADE the 19<sup>th</sup> day of November 2003

**BETWEEN**

1. (i) **Sanjay Kumar Kakkar**
- (ii) **Anthony James Kennedy**
- (iii) **Sophie Marle Combe-Marzelle**
- (iv) **Suresh Babubhal Chahwala**
- (v) **Oliver Vimpany Arnold Boucher**

all the foregoing ("the Trigen Inventors") being of Trigen Limited, Clareville House  
26/27 Oxendon Street, London, SW1Y 4EL, United Kingdom

- (vi) **David Jonathan Madge**, of NCE-Discovery Limited, Cruciform Building,  
Gower Street, London, WC1E 6AU, United Kingdom
- (vii) **Mark Dolman**, also of NCE-Discovery Limited, Cruciform Building, Gower  
Street, London, WC1E 6AU, United Kingdom

the latter two inventors being referred to below as "the NCE Inventors" and all of the  
aforegoing jointly being referred to hereafter as "the Assignors";

2. **NCE-Discovery Limited**, an English company, whose registered office is at 6 Saint  
Andrew Street, London, EC4A 3LX, United Kingdom ("NCE");
3. **Trigen Limited**, an English company whose registered office is at 20 St James's  
Street, London, SW1A 1ES, United Kingdom ("Trigen").

**Introduction**

- A. This assignment relates to nine patent applications ("the Applications") listed in a  
schedule to the assignment ("the Schedule"). The Schedule gives particulars of each  
application. The Assignors are inventors of one or more of the Inventions ("the  
Inventions") of each of the Applications as indicated in the schedule. The US patent  
applications listed in the schedule are hereinafter referred to as "the US Patent  
Applications".
- B. When the Trigen Inventors made their contributions to the Inventions, Trigen was the  
employer of the Trigen Inventors and, pursuant to Section 39 of the UK Patents Act  
1977, was entitled to the Inventions and the Applications.
- C. When the NCE Inventors made their contributions to the Inventions, NCE was the  
employer of the NCE Inventors and, pursuant to Section 39 of the UK Patents Act  
1977 and as between the NCE Inventors and NCE, NCE was entitled to the  
Inventions and the Applications.

- D. Trigen and NCE entered into agreements on 3 December 2001 and 2 May 2002, under which the NCE Inventors made their contributions to the Inventions. Under the agreements, all intellectual property rights generated through provision of services by NCE under the agreements are owned by Trigen. The NCE Inventors' contributions to the Inventions and the Applications arises from work done under the agreements of 3 December 2001 and 2 May 2002. NCE, the NCE Inventors and Trigen therefore consider that, as between, on the one hand, the NCE Inventors and NCE and, on the other hand, Trigen, the Inventions, the Applications and all related intellectual property rights are the property of Trigen.
- E. The parties to this agreement now wish to record their agreement to the inventorship and ownership position stated in Clauses A to D, to assign the US Patent Applications to Trigen, and as a precaution against any rights remaining with the Inventors or NCE contrary to their intentions, wish to effect assignment to Trigen of any and all right, title and interest of the Inventors and NCE, for the considerations recited below.

#### Operative Clauses

1. The Assignors, Trigen and NCE hereby confirm their belief that the inventors named in the Schedule are the sole devisors of the respective Inventions against which they are listed in the Schedule.
2. The Trigen Inventors and Trigen agree that, as between the Trigen Inventors and Trigen, the Inventions, the Applications and all related intellectual property rights (in particular the right to apply for and be granted patents for the Inventions in or for any part of the world, and the right to priority) are the property of Trigen pursuant to the Trigen Inventors' employment by Trigen, the circumstances of that employment and the operation of Section 39 of the UK Patents Act 1977 (a copy of which has been read by the Inventors and on behalf of Trigen).
3. The NCE Inventors and NCE agree that, as between the NCE Inventors and NCE, the Inventions, the Applications and all related intellectual property rights (in particular the right to apply for and be granted patents for the Inventions in or for any part of the world, and the right to priority) are the property of NCE pursuant to the NCE Inventors' employment by NCE, the circumstances of that employment and the operation of Section 39 of the UK Patents Act 1977 (a copy of which has been read by the Inventors and on behalf of NCE).
4. NCE and Trigen agree that, as between them and pursuant to their Agreements dated 3 December 2001 and 2 May 2002, the Inventions, the Applications and all related intellectual property rights (in particular the right to apply for and be granted patents for the Inventions in or for any part of the world, and the right to priority) are the property of Trigen.

5. All the parties to this Assignment therefore agree that, pursuant to the facts stated in paragraphs 2 to 4, Trigen has been entitled to the entire right, title and interest in and to all intellectual property rights relating to the Inventions since before the Inventions were made. The parties agree that, when it was made and at all subsequent times, the entire subject matter of the Applications has been owned by Trigen and/or subject to an obligation of assignment to Trigen.
6. In consideration of the sum of £1.00 now paid by Trigen to each Assignor (receipt of which each of the Assignors hereby acknowledges) the Assignors with Full Title Guarantee hereby assign absolutely to Trigen any and all right, title and interest they have in and to the Inventions and the Applications and the full and exclusive benefit thereof including without limitation their entire right to apply for, be granted and hold patents for the Inventions in or for any part of the world (including without limitation their title and all other rights in the US and Canada, and all future national/regional phase applications and patents derived from such applications as well as any and all divisional and continuation applications) and the right to priority.
7. In consideration of the sum of £1.00 now paid by Trigen to NCE (receipt of which NCE hereby acknowledges) NCE with Full Title Guarantee hereby assigns absolutely to Trigen any and all right, title and interest it may have in and to the Invention and the Applications, contrary to its belief and wishes, and the full and exclusive benefit thereof including without limitation its entire right to apply for, be granted and hold patents for the Inventions in or for any part of the world (including without limitation its title (if any) and all other rights in the US and Canada, any and all national/regional phase applications and patents derived from such applications as well as any and all divisional and continuation applications) and the right to priority.
8. NCE and the Assignors hereby covenant with Trigen that NCE and the Assignors will at the expense of Trigen promptly execute sign and do all such instruments applications documents acts and things as may reasonably be required by Trigen for Trigen or the nominee of Trigen to enjoy the full benefit of the Assignors' contributions to the Applications and the Inventions and of the property and rights hereby assigned (including without limitation executing any and all forms required in connection with the filing and prosecution of patent applications and otherwise assisting with the prosecution to grant of the Applications and any future applications claiming priority therefrom).
9. Sanjay Kumar Kakkar hereby irrevocably appoints Trigen as his Attorney in his name and on his behalf to execute and do any instrument or thing as may be required by Trigen to enable Trigen to enjoy the full benefit of the rights assigned by this Assignment and in favour of any third party a certificate signed by any Officer of Trigen that any instrument or act falls within such authority shall be conclusive evidence that such is the case.

10. Tony James Kennedy hereby irrevocably appoints Trigen as his Attorney in his name and on his behalf to execute and do any instrument or thing as may be required by Trigen to enable Trigen to enjoy the full benefit of the rights assigned by this Assignment and in favour of any third party a certificate signed by any Officer of Trigen that any instrument or act falls within such authority shall be conclusive evidence that such is the case.
11. Sophie Marie Combe-Marzelle hereby irrevocably appoints Trigen as her Attorney in her name and on her behalf to execute and do any instrument or thing as may be required by Trigen to enable Trigen to enjoy the full benefit of the rights assigned by this Assignment and in favour of any third party a certificate signed by any Officer of Trigen that any instrument or act falls within such authority shall be conclusive evidence that such is the case.
12. Suresh Babubhai Chahwala hereby irrevocably appoints Trigen as his Attorney in his name and on his behalf to execute and do any instrument or thing as may be required by Trigen to enable Trigen to enjoy the full benefit of the rights assigned by this Assignment and in favour of any third party a certificate signed by any Officer of Trigen that any instrument or act falls within such authority shall be conclusive evidence that such is the case.
13. Oliver Vimpany Arnold Boucher hereby irrevocably appoints Trigen as his Attorney in his name and on his behalf to execute and do any instrument or thing as may be required by Trigen to enable Trigen to enjoy the full benefit of the rights assigned by this Assignment and in favour of any third party a certificate signed by any Officer of Trigen that any instrument or act falls within such authority shall be conclusive evidence that such is the case.
14. David Jonathan Madge hereby irrevocably appoints Trigen as his Attorney in his name and on his behalf to execute and do any instrument or thing as may be required by Trigen to enable Trigen to enjoy the full benefit of the rights assigned by this Assignment and in favour of any third party a certificate signed by any Officer of Trigen that any instrument or act falls within such authority shall be conclusive evidence that such is the case.
15. Mark Dolman hereby irrevocably appoints Trigen as his Attorney in his name and on his behalf to execute and do any instrument or thing as may be required by Trigen to enable Trigen to enjoy the full benefit of the rights assigned by this Assignment and in favour of any third party a certificate signed by any Officer of Trigen that any instrument or act falls within such authority shall be conclusive evidence that such is the case.
16. This Agreement shall be governed by and interpreted in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

17. This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original and all the counterparts together shall constitute one and the same instrument.

IN WITNESS of which this Assignment has been executed as a Deed and delivered the date and year first above written

Signed as a Deed by Sanjay Kumar Kakkar  
in the presence of:

Signature



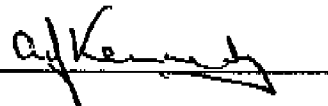
Signature *CPRUSIK*

Name CORINNE PRUSIK

Address 3 Alrose Cottages, Plough Rd. Echn. west  
Ewell, Surrey KT19 9AN

Signed as a Deed by Anthony James Kennedy  
in the presence of:

Signature



Signature

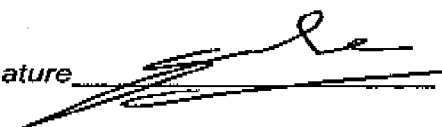


Name NEIL GRAHAM

Address WOODSIDE, ODDINGTON, OXON, OX5 2RA

Signed as a Deed by Sophie Marie  
Combe-Marzelle

Signature



in the presence of:

Signature



Name KATHARINE HARRIS

Address Flat 2, 60 Manville Road, London, SW7 8JL

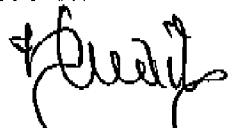
assignments\P041070US1 01-10-03

Page 6 of 9

Signed as a Deed by Suresh Babubhal  
Chahwala

Signature 

in the presence of:

Signature 

Name DEBBY QUAIL

Address 270 EALING ROAD, WEMBLEY,  
MIDDLESEX, HA0 4LL

Signature 

Signed as a Deed by Oliver Vimpany Arnold  
Boucher

in the presence of:

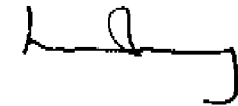
Signature 

Name JOANNE WARE-LANE

Address 46 MILTON PARK, HIGHGATE, N6 5QA.

Signed as a Deed by David Jonathan Madge  
in the presence of:

Signature 

Signature 

Name LAM TANG

Address 39 FLORENCE STREET, CANNING TOWN, LONDON  
E16 4JS

Signed as a Deed by Mark Dolman  
in the presence of:

Signature 

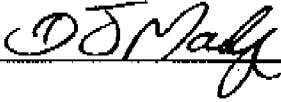
Signature 

Name BASIL HARTZOULAKIS.

Address 35 BISHOPS RD, CAMBRIDGE, CB2 2NA

Executed as a Deed by )  
NCE-Discovery Limited acting by )

David Jonathan Madge )  
Director )

Signature 

and

Name D.L. SEGURO )  
Director/Company Secretary )

Signature 

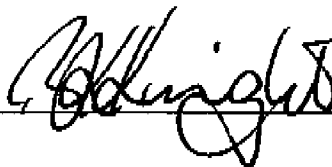
Executed as a Deed by Trigen )  
Limited acting by )

Sanjay Kumar Kakkar )  
Director )

Signature 

and

Barry Knight )  
Director )

Signature 



The Schedule

All the applications in the Schedule were filed on 9 September 2003.

For the avoidance of doubt, the listed European and PCT applications entitled "Multivalent Metal Salts of Boronic Acids" and "Boronic Acid Salts Useful in Parenteral Formulations" contain additional subject matter to that of the corresponding US applications and accordingly have additional inventors.

HGF Ref	Title	Territory	Inventors	Applicants	Application No
P041070EP1	Boronic Acid Salts	EPO	David Jonathan Madge; Mark Dolman; Sophie Marie Combe-Marzelle; John Joseph Deadman; Anthony James Kennedy; Sanjay Kumar Kakkar (Not named on filing)	Trigen Limited	03255629.2
P041070WO	Boronic Acid Salts	PCT	David Jonathan Madge; Mark Dolman; Sophie Marie Combe-Marzelle; John Joseph Deadman; Anthony James Kennedy; Sanjay Kumar Kakkar	Trigen Limited	PCT/GB03/003897
P041070US1	Boronic Acid Salts	US	David Jonathan Madge; Mark Dolman; John Joseph Deadman; Anthony James Kennedy; Sophie Marie Combe-Marzelle; Sanjay Kumar Kakkar	The Inventors	10/659,178
P041074EP1	Multivalent Metal Salts of Boronic Acids	EPO	David Jonathan Madge; Mark Dolman; Sophie Marie Combe-Marzelle; John Joseph Deadman; Anthony James Kennedy; Sanjay Kumar Kakkar; Suresh Babubhai Chahwala; Oliver Vimpany Arnold Boucher; Armin Walter; Alfred Olbrich; Dieter Krimmer; Andrea Maria Theresia Weiland-Waibel (Not named on filing)	Trigen Limited	03255604.5
P041074WO	Multivalent Metal Salts of Boronic Acids	PCT	David Jonathan Madge; Mark Dolman; Sophie Marie Combe-Marzelle; John Joseph Deadman; Anthony James Kennedy; Sanjay Kumar Kakkar; Suresh Babubhai Chahwala; Oliver Vimpany Arnold Boucher; Armin Walter; Alfred Olbrich; Dieter Krimmer; Andrea Maria Theresia Weiland-Waibel	Trigen Limited	PCT/GB03/003887

PATENT

REEL: 015263 FRAME: 0089

P041074US2	Multivalent Metal Salts of Boronic Acids	US	John Joseph Deadman; David Jonathan Madge; Mark Dolman; Sanjay Kumar Kakkar; Anthony James Kennedy; Sophie Marie Combe-Marzelle; Suresh Babubhai Chahwala; Oliver Vimpany Arnold Boucher	The Inventors	10/659,179
P041087EP1	Boronic Acid Salts Useful in Parenteral Formulations	EPO	David Jonathan Madge; Mark Dolman; Sophie Marie Combe-Marzelle; John Joseph Deadman; Anthony James Kennedy; Sanjay Kumar Kakkar; Armin Walter; Alfred Olbrich; Andrea Maria Theresia Weiland-Waibel; Dieter Krimmer (Not named on filing)	Trigen Limited	03255590.6
P041087WO	Boronic Acid Salts Useful in Parenteral Formulations	PCT	David Jonathan Madge; Mark Dolman; Sophie Marie Combe-Marzelle; John Joseph Deadman; Anthony James Kennedy; Sanjay Kumar Kakkar; Armin Walter; Alfred Olbrich; Andrea Maria Theresia Weiland-Waibel; Dieter Krimmer	Trigen Limited	PCT/GB03/003883
P041087US1	Boronic Acid Salts Useful in Parenteral Formulations	US	David Jonathan Madge; Mark Dolman; Sophie Marie Combe-Marzelle; John Joseph Deadman; Anthony James Kennedy; Sanjay Kumar Kakkar	The Inventors	10/658,971

This is the file reference of Trigen's patent attorneys, Harrison Goddard Foote