

FORM PTO-1595
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SHEET

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Patent and Trademark Office

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10/486816

To the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450. Please record and index the attached original and copies or copy thereof.

1. Name of conveying party(ies):
COCKCROFT, Xiao-ling Fan and LOH, Vincent Junior Ming-lai

2. Name and address of receiving party(ies):

Name: Cancer Research Campaign Technology Limited

Address:

Cambridge House
6-10 Cambridge Terrace
Regent's Park
London, NW1 4JL
United Kingdom

3. Nature of Conveyance: Assignment

Execution Date: September 6, 2002

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

4. This document is being filed together with a new application. The execution date of the application is: September 5, 2002

NO ADDITIONAL NUMBERS ATTACHED.

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

Grady J. Frenchick
Michael Best & Friedrich LLP
One South Pinckney Street
P. O. Box 1806
Madison, WI 53701-1806
Phone: (608) 257-35016. Total number of applications and patents involved: 1

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

☒ Enclosed☒ Deficiencies in fee charged to Deposit Account8. Deposit account number: 50-0842

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.*Wendy M. Seffrood (Reg. No. 52,205)
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 9

OMB No. 0651-0011 (exp. 4/94) H:\PFORM\ASSIGN CS1

Attorney File 065435-9032

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40.00 DP

DATED 6 SEPTEMBER 2002

XIAO-LING COCKCROFT

- and -

VINCENT JUNIOR MING-LAI LOH

- and -

CANCER RESEARCH CAMPAIGN TECHNOLOGY LIMITED

ASSIGNMENT

Confidential

CANCER RESEARCH CAMPAIGN TECHNOLOGY LIMITED
Cambridge House
6-10 Cambridge Terrace
Regent's Park
London NW1 4JL

THIS ASSIGNMENT is made the 6th day of SEPT 2002

BETWEEN:

- (1) XIAO-LING COCKCROFT of 90 RUSHAMS ROAD, HORSHAM,
WEST SUSSEX, RH12 2NZ, UK (the "First Additional Inventor");
- (2) VINCENT JUNIOR MING-LAI LOH of 10 PELHAM COURT BISHOPRIC
WEST SUSSEX HORSHAM RH12 1TW (the "Second Additional Inventor"); and
- (3) CANCER RESEARCH CAMPAIGN TECHNOLOGY LIMITED a company registered in England (registered number 1626049) whose registered office is at Cambridge House, 6-10 Cambridge Terrace, Regent's Park, London NW1 4JL ("CRCT")

WHEREAS:

- (A) Pursuant to an assignment of even date herewith made between CRCT, KuDOS Pharmaceuticals Limited ("KuDOS") and others (the "Original Assignment"), all parties other than CRCT assigned to CRCT all of their right, title and interest in and to the Existing Intellectual Property (as defined below).
- (B) KuDOS is the employer of the First Additional Inventor and the Second Additional Inventor.
- (C) Upon execution of the Original Assignment, KuDOS disclosed to CRCT the fact that the First Additional Inventor and Second Additional Inventor had made an inventive contribution to the invention disclosed in the Existing Patent Rights (as defined below).
- (D) Supplemental to the Original Assignment, the First Additional Inventor and the Second Additional Inventor have agreed to assign all of their right, title and interest in and to the Existing Intellectual Property (as defined below) on the following terms and conditions.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Assignment and in the Schedule to this Agreement the following words and phrases shall have the following meanings unless the context requires otherwise:

"Assignment" means this assignment and any and all schedules, appendices and other addenda to it as may be varied from time to time in accordance with the provisions of this assignment.

"Assignors" means the First Additional Inventor and the Second Additional Inventor.

Additional Inventor.

"Commencement Date" means the date of this Assignment.

"Documents" means reports, research notes, charts, graphs, comments, computations, analyses, recordings, photographs, paper, notebooks, books, files, ledgers, records, tapes, discs, diskettes, CD-ROMs, computer programs and documents thereof, computer information storage means, samples of material, other graphic or written data and any other media on which Know How can be permanently stored.

"Existing Intellectual Property" means the Existing Know How, Existing Materials and the Existing Patent Rights.

"Existing Know How" means all Know How generated by the Assignors prior to the date hereof relating to the subject-matter of the Existing Patent Rights.

"Existing Materials" means all Materials generated by the Assignors prior to the date hereof relating to the subject-matter of the Existing Patent Rights.

"Existing Patent Rights" means the patent applications particulars of which are set out in the Schedule together with any Patent Rights derived or claiming priority therefrom.

"Know How" means unpatented technical and other information which is not in the public domain including, but not limited to, ideas, concepts, patentable and non-patentable inventions, discoveries, data, formulae, specifications, drawings, manuals, information, methods and processes for synthesis thereof, chemical compounds including derivatives, analogues and precursors, instrumentation, procedures for experiments and tests and results of experimentation and testing. Know How includes Documents containing Know How. The fact that an item is known to the public shall not be taken to exclude the possibility that a compilation including the item, and/or a development relating to the item, is (or remains) unknown to the public. Know How includes any rights including any copyright, database and design rights protecting any Know How.

"Materials" means any chemical or biological substances including, but not limited to, any:

- (i) organic or inorganic element or compound;
- (ii) nucleotide or nucleotide sequence including

DNA and RNA sequences;

- (iii) gene;
- (iv) vector or construct including plasmids, phages, bacterial vectors, bacteriophages and viruses;
- (v) host organism including bacteria, fungi, algae, protozoa and hybridomas;
- (vi) eukaryotic or prokaryotic cell line or expression system or any development strain or product of that cell line or expression systems;
- (vii) protein including any peptide or amino acid sequence, enzyme, antibody or protein conferring targeting properties and any fragment of a protein or a peptide enzyme or antibody;
- (viii) drug or pro-drug;
- (ix) assay or reagent; or
- (x) any other genetic or biological material or micro-organism.

"Parties"

means the Assignors and CRCT and "Party" shall be construed accordingly.

"Patent Rights"

means any patent applications, patents, author certificates, inventor certificates, utility models and all foreign counterparts of them and includes all divisions, renewals, continuations, continuations-in-part, extensions, reissues, substitutions, confirmations, registrations, revalidations and additions of or to them, as well as any SPC, or any like form of protection.

"SPC"

means a right based on a patent pursuant to which the holder of the right is entitled to exclude third parties from using, making, having made, selling or otherwise disposing or offering to dispose of, importing or keeping the product to which the right relates, such as Supplementary Protection Certificates in Europe, and any similar right anywhere in the world.

1.2 The headings used in this Assignment shall not affect its interpretation except in the Schedule.

2. ASSIGNMENT

2.1 In consideration of the payment of the sum of one pound sterling by CRCT to each of the Assignors, receipt of which is hereby acknowledged, each of the Assignors hereby assign with full title guarantee to CRCT absolutely, free from all encumbrances, all their right, title and interest throughout the world in and to:

2.1.1 the Existing Intellectual Property;

2.1.2 all rights and powers arising or accrued from the Existing Intellectual Property including the right to recover and take all such proceedings as may be necessary for the recovery of damages and/or other remedies in respect of all infringements whether committed before or after the date of this Assignment and to have the benefit of any remedy obtained on any infringement or alleged infringement before the date of this Assignment; and

2.1.3 the right to apply for, prosecute and to obtain Patent Rights in any part of the world (including the United States of America) in respect of the Existing Patent Rights and to claim priority from the date of any application embodied in the Existing Patent Rights, with the intent that the grant of any patents or similar protection shall be in the name of and vest in CRCT.

3. FURTHER ASSURANCE

3.1 At the request and cost of CRCT and without unreasonable delay, the Assignors shall:

3.1.1 assist in the prosecution of any Patent Rights derived from the Existing Intellectual Property and in defending and/or enforcing the Existing Intellectual Property and/or any and all Patent Rights derived therefrom; and

3.1.2 sign, execute, make and do all such further deeds, documents, acts and things as CRCT may reasonably require to give effect to this Assignment and to allow CRCT to enjoy the full benefit of the rights hereby assigned.

4. CONFIDENTIALITY

4.1 The Assignors undertake to keep confidential and not disclose to any third party any Existing Intellectual Property nor to use the Existing Intellectual Property for any purpose whatsoever unless:

4.1.1 it becomes available to the public or enters the public domain in accordance with terms of the Newcastle Agreement or the ICR Agreement or otherwise than as a result of an act or default of any Assignor seeking to rely on this Clause 4.1.1; or

4.1.2 as otherwise agreed with CRCT.

5. GENERAL

- 5.1 Failure by any of the parties to enforce at any time or for any period any one or more of the terms or conditions of this Assignment shall not be a waiver of them or the rights at any time subsequently to enforce all terms and conditions of this Assignment.
- 5.2 This Assignment shall be binding on and for the benefit of each party's successors and personal representatives.

6. GOVERNING LAW AND JURISDICTION

- 6.1 All matters relating to this Assignment shall be governed by English law and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE

Title	Applicant	Filing Date	Application Number	Status
DNA-PK Inhibitors (Griffin 9)	Cancer Research Campaign Technology Limited	14 August 2001	0119865.4	UK Priority filing

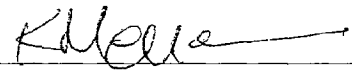
IN WITNESS WHEREOF this Assignment has been executed by the parties on the day and year first above written.

Signed by:


XIAO-LING COCKCROFT

In the presence of:

Name and Address:

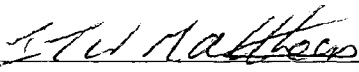

DR KEITH MENEER
COLWYN
WASHINGTON ROAD, STORRINGTON, WEST SUSSEX
RH20 4DE

Signed by:


VINCENT JUNIOR MING-LAI LOH

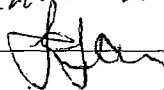
In the presence of:

Name and Address:


DR IAN MATTHEWS
7 WIMBLEHURST RD.
HORSHAM. RH12 2EA

Signed by:

Name:

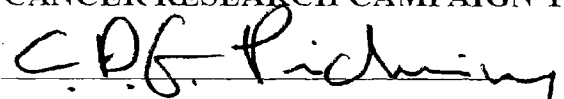

J. DAVIDSON

For and on behalf of

CANCER RESEARCH CAMPAIGN TECHNOLOGY LIMITED

In the presence of:

Name and Address:


C.D.G. PICKERING
157 GREEN LANES
LONDON N16 9DB