

09-29-2004

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



102847624

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

The University of Nottingham

9-23-04

Execution Dates: March 24, 2004

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: The Secretary of State for Defence

Internal Address:

Street Address:

Defence Science and Technology Laboratory of
Porton Down
Salisbury

City: Wiltshire

State:

Country: United Kingdom Zip: SP4 0JQ

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

4. Application or patent number(s):

A. Patent Application No.(s)

10/111,252 - 371
application of
PCT/GB00/04034

Additional numbers attached? ☐ Yes ☒ No

☐ This document is being filed together with a new application.

B. Patent No.(s)

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

Name: Peter C. Lauro
EDWARDS & ANGELL, LLP

Internal Address: Atty. Dkt.: 60096(50221)

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City: Boston

State: MA Zip: 02205

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Fax Number: (617) 439-4170

Email Address: plauro@edwardsangell.com

6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number
Authorized User Name

9. Signature.

Signature

September 23, 2004

Date

Peter C. Lauro - 32,360

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

10

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EV 437819165 US, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: September 23, 2004

Signature:

(Peter C. Lauro)

09/28/2004 DBYRME 00000031 10111252

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ASSIGNMENT

BETWEEN

THE UNIVERSITY OF NOTTINGHAM

AND

THE SECRETARY OF STATE FOR DEFENCE

RELATING TO

UNITED KINGDOM PATENT APPLICATION NO. 9925005.2
AND ASSOCIATED PATENT APPLICATIONS ARISING FROM
INTERNATIONAL PATENT APPLICATION NUMBER PCT/GB00/04034

IN RESPECT OF AN INVENTION ENTITLED

THE TREATMENT OF WOUNDS

RC

gcf

THIS ASSIGNMENT is made the TWENTY-FOUR..... day of MARCH.. two thousand and four

BETWEEN

THE UNIVERSITY OF NOTTINGHAM, University Park, Nottingham NG7 2RD (hereinafter referred to as "Nottingham University") of the one part;

AND

THE SECRETARY OF STATE FOR DEFENCE as represented by the Defence Science and Technology Laboratory of Porton Down, Salisbury, Wiltshire, SP4 0JQ (hereinafter referred to as "the Secretary of State") of the other part;

(hereinafter referred to in the singular as a "Party" and collectively as the "Parties")

WHEREAS:-

- A. Nottingham University is the unencumbered owner of a United Kingdom Patent Application No. 9925005.2 dated 22 October 1999 and associated patent applications arising from International Patent Application No. PCT/GB00/04034 (hereinafter the "Patent Applications") relating to an invention entitled "The Treatment of Wounds" (hereinafter referred to as the "Invention").
- B. Under the terms of a collaborative research and exploitation agreement dated 8 March 2004 between Nottingham University, the Secretary of State and The Rainbow Seed Fund, a limited partnership registered in England and Wales under the Limited Partnerships Act 1907 with number LP7832 and having its principal place of business at CCLRC Rutherford Appleton Laboratory, Chilton, Didcot, Oxfordshire OX11 0QX, (hereinafter referred to as the "Collaborative Research and Exploitation Agreement"), Nottingham University has agreed to assign to the Secretary of State all rights, title and interest which Nottingham University may possess in the Invention (including the right to apply for and receive grant of patents and any other legal protection throughout the world) and all rights, title and interest which Nottingham University may possess in the Patent Applications (including the right to claim priority therefrom) in consideration for, *inter alia*, the payment by the Secretary of State of a share of the revenue gained by the Secretary of State from the commercial exploitation of the Invention determined in accordance with the provisions of the Collaborative Research and Exploitation Agreement, and the grant back to Nottingham University of certain user rights in the Invention.

NOW IT IS HEREBY AGREED by and between the Parties as follows:-

- 1. In pursuance of the agreement first referred to in Recital B above and in consideration of:

- 1.1 the right to receive a share of the revenue gained by the Secretary of State from the commercial exploitation of the Invention determined in accordance with the provisions of the Collaborative Research and Exploitation Agreement; and
- 1.2 the grant back of the licence set out in this Agreement;

Nottingham University hereby assigns to the Secretary of State, with full title guarantee, its rights, title and interest in the Invention and the Patent Applications together with the full benefit thereof including the right to claim priority from the Patent Applications, further including the right to apply for and obtain the grant of patent or like protection therefor world-wide in the name of the Secretary of State or as the Secretary of State may direct and to hold the same unto the Secretary of State absolutely, and to take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any patent or patents granted pursuant to the Patent Applications or any other patent application resulting from the Invention whether such infringement takes place before or after the date of this Assignment.

2. The Secretary of State hereby grants and Nottingham University accepts a non-transferable, royalty free, non-exclusive licence under the Patent Applications to carry out further research both with and on the Invention.
3. Nottingham University hereby covenants with the Secretary of State that Nottingham University will at the request and at the cost of the Secretary of State:
 - 3.1 furnish to the Secretary of State in such manner and under such conditions as may be prescribed by the Secretary of State all such further information and particulars relating to the Invention as the Secretary of State may require;
 - 3.2 render all such assistance and execute and do or cause to be executed and done all such documents acts and things as may from time to time be necessary for any of the following purposes:
 - 3.2.1 prosecuting the Patent Applications or any application which may be made by way of division or continuation thereof or in substitution therefor and obtaining and maintaining the grant of United Kingdom patent protection in respect of the Invention in the name of the Secretary of State or as the Secretary of State may direct; and
 - 3.2.2 making and prosecuting any application for patent or like protection in respect of the Invention in any country outside the United Kingdom and obtaining the grant for such patent or like protection in the name of the Secretary of State or as the Secretary of State may direct.

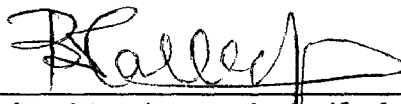
RA

John

4. The Secretary of State shall have the absolute discretion in the prosecution of any patent application and maintenance of any resultant patent or like protection which relates to the Invention anywhere in the world. The Secretary of State shall bear all legal costs associated with obtaining or enforcing such protection for as long as the Secretary of State shall own the rights in the same. However, before abandoning the rights in any patent application, patent or like protection, the Secretary of State shall offer to assign those rights to Nottingham University in accordance with the procedures laid down in the Collaborative Research and Exploitation Agreement.
5. In the event that the Secretary of State derives income from the commercial exploitation of any patent or other protection granted to the Secretary of State in respect of the Invention, then the Secretary of State undertakes to pay Nottingham University a share of such income in accordance with the terms of the Collaborative Research and Exploitation Agreement.
6. Nothing in this Assignment shall be construed as diminishing the rights of the Inventors in respect of the Invention under Sections 40 to 42 of the Patents Act 1977.

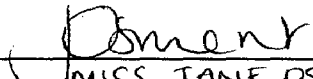
AS WITNESS the hand of _____ on behalf of the
University of Nottingham and the hand of JAMES CHARLES ROBBIE on behalf of
the Secretary of State for Defence the day and year first above written.

Signed for and on behalf of the
University of Nottingham

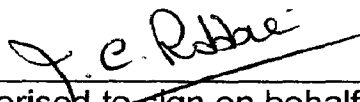
) 
) Authorised to sign on behalf of
the University of Nottingham

Paul Cartledge
Head of Research Grants & Contracts
Research Support Office

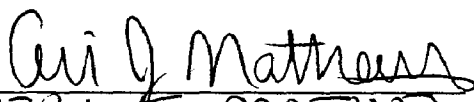
In the presence of:-
Witness name:
Address:


MISS JANE OSMENT
RESEARCH SUPPORT AND COMMERCIALISATION OFFICE
THE UNIVERSITY OF NOTTINGHAM
NG7 2RD.

Signed on behalf of the
Secretary of State for Defence

) 
) Authorised to sign on behalf of the
Secretary of State for Defence

In the presence of:-
Witness name:
Address:


DR CERI S. MATTHEWS
DSTI PORTON Down
SALISBURY SP4 0SQ

