

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. Department of COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

HARR0020-101
(P012791US)

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

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

Medical Research Council June 11, 2001;
First Assignor Date of Execution

Second Assignor Date of Execution

Third Assignor Date of Execution

Fourth Assignor Date of Execution

Fifth Assignor Date of Execution

Sixth Assignor Date of Execution

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

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

Name: **Cobra Therapeutics Limited**

Street Address: **Stephenson Building, Keele University Science Park**

City: **Keele, Staffordshire ST5 5SP**

Country: **United Kingdom**

Additional Name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement License Agreement

Change of Name Other

Government Interest Assignment

Executive Order 9424, Confirmatory License

4. Application number(s) or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s):

B. Patent No.(s): **5,532,143; Issue Date: 07/02/1996**

Additional numbers attached? Yes No

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

Name: **Doreen Yatko Trujillo**
COZEN O'CONNOR, P.C.
1900 Market Street, 6th Floor
Philadelphia, Pennsylvania 19103-3508
215.665.5593 - Direct Line
215.701.2005 - Direct Facsimile
dtrujillo@cozen.com - Email Address

6. Total number of applications and patents involved: One

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 number 50-1275

Enclosed

None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number **50-1275**
Authorized User Name, **Doreen Yatko Trujillo, Reg. 35,719**

9. Signature:

Doreen Yatko Trujillo/Reg. No. 35,719 Doreen Yatko Trujillo April 4, 2005
Name of Person Signing/ Reg. No. Signature Date

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

CH \$40.00 501275 5532143

DATED 16th June 2001

MEDICAL RESEARCH COUNCIL (1)

And

COBRA THERAPEUTICS LIMITED (2)



GATELEY WAREING
SOLICITORS

THIS AGREEMENT is made and entered into this *eleventh* day of *June* Two thousand and one **BY AND BETWEEN:**

(1) **MEDICAL RESEARCH COUNCIL** the public body known as MRC incorporated by Royal Charter in 1920 revised in 1993 and with its head office at 20 Park Crescent London W1N 4AL ("Licensor")

and

(2) **COBRA THERAPEUTICS LIMITED** a corporation duly organised under the laws of England whose registered address is at The Stephenson Building The Science Park University of Keele Keele Staffordshire ST5 5SP ("Licensee").

WHEREAS:

(B) The Licensor has previously granted to the Licensee licences in the field of gene therapy in respect of certain inventions and/or patents.

(C) The Licensor has now agreed to grant to the Licensee rights under those inventions and/or patents outside the field of gene therapy on the terms set out in this Agreement.

IT IS AGREED as follows:

1. **Definitions**

1.1 In this Agreement where the context so permits the following expressions have the following meanings:

1.1.1 "Affiliate" means the Licensee and any other company which, at the relevant time, is the Licensee's holding company or subsidiary (as defined by s736 and s736A of the Companies Act 1985), or the subsidiary of any such holding company (as so defined).

1.1.2 "Existing MRC Licences" means the existing licences of the Patent Rights that have been granted by the Licensor to third parties prior to the date of this Agreement and as remain in force from time to time in the Field, as set out in the Second Schedule.

1.1.3 "Field" means any and all fields outside the Old Field and any other field that has not been licensed prior to the date of this Agreement by the Licensor.

1.1.4 "Licensed Process" means any process which is covered in

whole or in part by an issued unexpired claim or a pending claim contained in the Patent Rights.

1.1.5 "Licensed Product" means any product or part of it which:

1.1.5.1 is covered in whole or in part by an issued unexpired claim or a pending claim contained in the Patent Rights; or

1.1.5.2 is manufactured using a process which is covered in whole or in part by an issued unexpired claim or a pending claim contained in the Patent Rights.

1.1.6 "Net Income" means all cash received by the Licensee and relating to the Patent Rights, including any royalties, milestone payments, direct sales revenues from any Licensed Product and/or revenues from the performance by the Licensee of any services relating to any Licensed Product, less:

1.1.6.1 the Licensee's costs of prosecution of the Patent Rights, including any such costs incurred by the Licensee at any time that have not yet been set off against cash received by the Licensee in accordance with this clause 1.1.6.1; and

1.1.6.2 any value added tax or other sales tax;

and after deducting any allowances given by the Licensee for lost or damaged merchandise or returns, recalls, credit notes, discounts or rebates.

1.1.7 "Old Field" means the field of all Vectors introduced into human cells for the purpose of effecting human gene therapy.

1.1.8 "Old Licence" means any licence either previously or subsequently entered into between the Licensor and the Licensee (formerly known as Therexsys Limited) relating to the Old Field.

1.1.9 "Patent Rights" means the patent applications and/or granted patents specified in the First Schedule (as amended from time to time by agreement between the parties) including all corresponding applications in the listed or designated countries under the Patent Co-operation Treaty and the European Patent Convention from time to time together with any divisional continuation, continuation-in-part, substitution or other

application based on it or them, any patent issuing on any of the said applications and any re-issue or extension and all supplementary protection certificates based upon any such patents; and the phrase "covered by the Patent Rights" and equivalent language means covered by a valid claim of an issued unexpired patent within the Patent Rights provided that a claim of an issued unexpired patent shall be presumed to be valid unless and until it has been held to be invalid by a final judgement of a court of competent jurisdiction from which no appeal can be or is taken.

1.1.10 "Vector" means a DNA fragment into which gene fragments can be cloned and be propagated in a living cell.

2 Licence Under Patent Rights

- 2.1 Subject to the provisions of clauses 2.9 and section 3 below and the existence of the Existing MRC Licences, the Licensor grants to the Licensee an exclusive licence under the Patent Rights to develop produce make have made market use lease and sell Licensed Products within the Field and to perform the Licensed Processes within the Field anywhere in the world.
- 2.2 The Licensee agrees that the Licensor shall have the royalty-free non-exclusive right to use all inventions, know-how and other intellectual property that are the subject of the Patent Rights for the sole purpose of academic research during the whole term of the licence granted by Clause 2.1 above.
- 2.3 The licence granted by Clause 2.1 above shall remain in full force and effect until the last patent under the Patent Rights expires (unless terminated earlier as provided in Clause 12 below).
- 2.4 The Licensor shall at the request of the Licensee execute a formal licence (or several licences as the case may require) in such form as may be appropriate for registration with relevant patent offices recording the licence granted by Clause 2.1 above substantially in the form set out in the Third Schedule. The Licensee shall at the request of the Licensor execute a formal licence (or several licences as the case may require) in similar form mutates mutandis to record the rights granted by Clause 2.2 above. It is agreed that this Agreement shall not itself be registered. Any such formal licence (or licences) shall operate subject to the terms of this Agreement.
- 2.5 No other further or different licence or right (and save as expressly provided

in Clause 5 no power to sub-licence) under the Patent Rights is granted or implied.

2.6 The licence granted by Clause 2.1 above shall not be construed to confer any rights upon the Licensee by implication estoppel or otherwise as to any technology not specifically set forth in the Patent Rights.

2.7 The Licensor does not warrant that any of the Patent Rights is or will be valid or that any patents will be obtained or that exercise of any of the rights granted by this Agreement (or by any such licence under this Agreement) is not or will not be an infringement of the rights of third parties.

2.8 For the avoidance of doubt, subject to the provisions of clauses 5.1 and 5.2 below, the provisions of this Agreement shall not in any way affect, vary, amend, modify or replace the provisions of the Existing MRC Licences.

2.9 For the avoidance of doubt, the provisions of this Agreement shall not in any way affect, prevent or prohibit the Licensor from exploiting, making or selling specific transgenic animals or cell lines arising from the Patent Rights where such exploitation, making and/or sale of specific transgenic animals or cell lines arising from the Patent Rights is the result of research that has been funded and/or contributed to solely by the Licensor in its own laboratories, and has not been funded in part or wholly or contributed to in any way by any third party.

2.10 The Licensor shall not exploit the Patent Rights in any way, except as set out in clause 2.9 above.

3 Royalties

3.1 Subject to clause 3.4 below, in consideration of the rights granted under this Agreement, the Licensee shall pay to the Licensor:

3.1.1 in respect of Net Income received by the Licensee from sub-licensees of the Patent Rights:

3.1.1.1 subject to clause 3.2 below, royalties at the rate of 25% of the Net Income of the Licensee where the product sold and/or to be sold by the relevant sub-licensee giving rise to that Net Income arises from any application of the Patent Rights in a field already covered by any of the Existing MRC Licences; or

3.1.1.2 subject to clause 3.2 below, royalties at the rate of

15% of the Net Income of the Licensee where the product sold and/or to be sold by the relevant sub-licensee giving rise to that Net Income arises from any application of the Patent Rights in a field outside any of the Existing MRC Licences; and/or

- 3.1.2 in respect of Net Income received by the Licensee as a result of any direct sales by the Licensee of any Licensed Product and any performance by the Licensee of any services relating to any Licensed Product, royalties at the rate of between 2% and 5%, as agreed between the parties from time to time, such agreement to reflect the contribution of the Patent Rights to the products and/or services supplied by the Licensee in each case.
- 3.2 Where the Net Income arises from a sub-licence of any part of the Patent Rights combined with the Licensee's own products and/or technologies known as "UCOEs", any other of the Licensee's own products and/or technologies and/or any products and/or technologies which do not arise from the Patent Rights, royalties at the rate specified in clauses 3.1.1.1 or 3.1.1.2 above, as applicable, shall be payable solely in respect of that part of the Net Income which arises solely from the sub-licence of the relevant part of the Patent Rights.
- 3.3 If the parties are unable to agree any figure mentioned in clauses 3.1.2 or 3.2 above within 3 months of the receipt by the Licensee of the relevant Net Income and/or if any dispute arises in respect of the calculation of Net Income and/or royalties payable under this Section 3, such figure shall be fixed and/or dispute resolved by an independent expert, to be appointed by agreement between the parties and in the absence of such agreement within 14 further days, to be appointed by the President of the Law Society from time to time upon the application of either party. The expert shall act as an expert and not as an arbitrator. His fees shall be borne equally between the parties and his decision shall be final and binding upon the parties.
- 3.4 Where any Net Income arises from a payment to the Licensee by a business that has previously been granted by the Licensor a licence of part or parts of the Patent Rights in accordance with clause 2.9 above, then no royalties shall be payable by the Licensee in respect of such Net Income.
- 3.5 The royalties payable pursuant to clauses 3.1 and/or 3.2 above shall be due on 31 March and 30 September in respect of all Net Income received by the Licensee during the immediately preceding period of 6 months.

3.6 Within 60 working days after any payment of royalties is due to the Licensor the Licensee shall send to the Licensor a written statement showing, for the period since the last such written statement, details of the amount of any royalties payable to the Licensor pursuant to clauses 3.1 and/or 3.2 above.

3.7 On the same day as providing the written statement referred to in clause 3.6 above the Licensee shall send to the Licensor a cheque and/or other agreed form of payment for the total amount of royalties shown as payable on the written statement.

4 General Financial

4.1 The payment of the royalty payments referred to in section 3 above and any sums under this Agreement to the Licensor shall be made in pounds sterling by cheque with any applicable charges on such payments being at the Licensee's expense, to a bank account nominated from time to time by the Licensor.

4.2 Where it is necessary to calculate the exchange rate for the purposes of payment of any sums due under this Agreement, the exchange rate used shall be the rate at which the Licensee converted the relevant funds, or if not converted, the spot rate for pounds sterling and the relevant other currency quoted by HSBC plc at close of business on the Business Day preceding the due date for payment of each such sum.

4.3 All royalties or other sums payable under this Agreement are exclusive of value added tax or other applicable taxes or duties, for which the Licensee shall be additionally liable.

4.4 The Licensee shall:

4.4.1 keep true and accurate accounts and records in sufficient detail to enable the amount of all royalties or other sums payable under this Agreement to be determined;

4.4.2 at the reasonable request of the Licensor from time to time, allow the Licensor or its agent (or procure that the Licensor or its agent is allowed) at the Licensor's expense to inspect those accounts and records and, to the extent that they relate to the calculation of those royalties or other sums, to take copies of them.

4.5 If, following any inspection pursuant to clause 4.4.2 above, the Licensor's auditors certify to the Licensor and the Licensee that the amount of the royalties paid in respect of any period falls short of the amount of the

royalties which were properly payable in respect of that period, the Licensee shall within 14 days of being served with a copy of the certificate pay the shortfall to the Licensor. In the event that the shortfall is greater than 15% of the amount actually paid for that period, then the Licensee shall also pay to the Licensor the reasonable costs and expenses of the Licensor in making the inspection. If, following any inspection pursuant to clause 4.4.2 above, the Licensor's auditors certify to the Licensor and the Licensee that the amount of the royalties paid in respect of any period were in excess of the amount of royalties which were properly payable in respect of that period, the Licensor shall within 14 days of being served with a copy of the certificate repay the excess to the Licensee.

4.6 The provisions of this section 4 shall remain in full force and effect after the termination of this Agreement for any reason until the settlement of all subsisting claims of the Licensor under this Agreement.

5 Existing MRC Licences and Sub-Licensing

5.1 The Licensor shall not, unless the Licensor has obtained the Licensee's prior written consent, extend and/or widen the scope of and/or the field of any of the Existing MRC Licences, including, without limitation, by doing any of the following: making or granting any addition, supplement, modification, variation, amendment or change and/or taking any action, doing any things, making any arrangement, whether written or oral, reaching any understanding or executing any deeds or documents that would constitute any addition, supplement, modification, variation, amendment or change to any part of any of the Existing MRC Licences. Subject to this, the Licensor shall continue to manage and implement the Existing MRC Licences and retain all income due to it under any of the Existing MRC Licences.

5.2 The Licensor warrants that the descriptions and details provided in respect of the Existing MRC Licences and set out in the Second Schedule are accurate in all respects and that all relevant details of the Existing MRC Licences have been set out in the Second Schedule.

5.3 In respect of any sub-licences granted by the Licensee under this Agreement, the Licensee shall use its reasonable endeavours to procure that the Licensor shall be able to enforce any obligations of the sub-licensee contained in the sub-licence against the sub-licensees.

5.4 The duration of any such sub-licence shall be at least one day shorter than the effective term of this Agreement whether it expires or is previously terminated (save that in the event of immediate termination of this

Agreement such sub-licences shall also terminate immediately).

5.5 The Licensee shall be liable for the acts and/or omissions of its sub-licensees as if they were its own acts and/or omissions if any such acts and/or omissions result in a breach of this Agreement.

5.6 The Licensee shall forward to the Licensor a redacted copy of all sub-licences granted by it in respect of the Patent Rights promptly upon the execution of them. For the avoidance of doubt it is agreed that if such sub-licence is contained in an annex to an agreement between the Licensee and sub- licensee which includes all terms of the sub-licence relating to the Patent Rights and the subject matter of this Agreement but does not contain the commercial terms of the sub-licence it shall be sufficient for the purposes of this clause for the Licensee to supply the Licensor with a copy of the annex confirming in writing that nothing in the main body of the agreement conflicts with the annex.

6 Obligations of the Licensee

6.1 The Licensee shall be responsible for:

6.1.1 the prosecution, maintenance and defence of the Patent Rights and for all the costs arising in relation to them;

6.1.2 informing MRC fully and authorising the patent agents to disclose to MRC the details of the prosecution, maintenance and defence of the Patent Rights.

6.2 The Licensee shall use its reasonable endeavours to bring one or more Licensed Product(s) and/or Licensed Process(es) to market through a diligent programme for exploitation of the Patent Rights within the Field by the Licensee itself or by its sub-licensees.

6.3 The Licensee shall deliver to the Licensor within SIXTY (60) days after 1st January in each year a true and accurate report giving particulars of progress in the development of Licensed Products and Licensed Processes.

6.4 Should the Licensee in its sole discretion determine that it no longer wishes to maintain, prosecute or defend any of the Patent Rights (or to procure such maintenance or prosecution) the Licensee shall notify the Licensor in writing of such determination and afford the Licensor the opportunity of assuming the responsibility for the cost and expense of maintaining and prosecuting such Patent Rights but subject to that the Licensee shall no longer be required to carry out or procure any such maintenance and/or prosecution.

7 Infringement

- 7.1 Each of the parties to this Agreement shall promptly advise the other of any infringement or alleged infringement of the Patent Rights of which it is or becomes aware and provide to the other all available evidence and details in respect of such infringement or alleged infringement.
- 7.2 In the event of any infringement of the Patent Rights to which any of the Existing MRC Licences relate, the Licensor shall procure that the Licensee has first right to take proceedings concerning the infringement and has care and conduct of any dispute claim or proceedings (including any related counterclaim for invalidity) including the right to settle or compromise the same.
- 7.3 In the event of any infringement of the Patent Rights, including, without limitation, any infringement to which any of the Existing MRC Licences relate, the Licensee shall have the care and conduct of the dispute claim or proceedings concerning the infringement (including any related counterclaim for invalidity) including the right to settle or compromise the same.
- 7.4 The Licensee shall not be obliged to take any proceedings with regard to any such infringement but if the Licensee decides not to take proceedings or shall at any time decide to abandon any such proceedings it shall immediately notify the Licensor in writing of such decision and the Licensor shall thereafter be entitled to have such conduct.
- 7.5 If the Licensee decides to take any proceedings in accordance with clauses 7.2 and/or 7.3 above, the Licensor shall on the Licensee's request and cost:
- 7.5.1 if the Licensee is unable to bring those proceedings in its own name, bring those proceedings in the Licensor's name, under the sole care and conduct of the Licensee; or
- 7.5.2 lend its name to such proceedings; and
- do all such things and execute all such documents as the Licensee may reasonably require for the purpose of assisting the Licensee in bringing any such proceedings. If the Licensor shall bring those proceedings in its own name in accordance with this clause 7.5, the Licensee shall indemnify and keep indemnified the Licensor against any and all costs, losses and/or liabilities suffered by the Licensor and arising from the bringing of those proceedings, providing that the Licensor has complied in all respects with this clause 7.5.

- 7.6 The party having the conduct of any such proceedings shall save as may otherwise be agreed bear the costs and expenses of them and shall be entitled to retain the amount of all of such litigation costs out of any award of costs or damages or any settlement sum recovered by it and save for any damages specifically awarded to any other participating party and save as may otherwise be agreed shall be entitled to retain the balance of any such reward.
- 7.7 The party having the conduct of the proceedings as aforesaid shall nominate a Patent Attorney (whether in-house or external) to represent it on these matters and shall procure that such Patent Attorney liaises fully with and supplies copies of any and all relevant documents to the other party (or to a nominated Patent Attorney of the other party). Due consideration and account shall be taken by the party having the conduct of such proceedings of all views and comments made by the other party or its nominated Patent Attorney on all matters relating to the infringement of the Patent Rights.
- 7.8 If any proceedings are threatened or commenced by a third party against either the Licensee (or its sub-licensee or any of its customers) or the Licensor in any country on the ground that any of the Licensed Products or Licensed Processes of the Licensee infringe any patent monopoly right vested in such third party the party so threatened or sued shall inform the other forthwith of all relevant details of such third party claim. The Licensee shall be entitled to have conduct of any such proceedings on terms mutatis mutandis the same as set out in Clauses 7.2, 7.3, 7.4 and 7.5 above. If any such proceedings relating to the Licensed Products or Licensed Processes of other licensees of the Licensor are threatened or commenced the Licensor shall keep the Licensee fully informed of the progress of such dispute or proceedings.
- 7.9 In any infringement proceedings which either party may institute to enforce any of the Patent Rights or in any proceedings (as described in Clause 7.8) which either party shall defend, the other party shall, at the request and expense of the party having the conduct of such proceedings, co-operate in all respects and to the extent possible have its employees testify when requested and make available relevant records papers information samples specimens and the like and render all such other assistance as may reasonably be required and shall to the extent possible procure that its sub-licensees shall also render such co-operation and assistance as aforesaid.
- 7.10 Before exercising any right to settle and/or compromise any proceedings (whether relating to any infringement or otherwise) the Licensee shall advise

the Licensor of any proposal which would result in amendment of the Patent Rights and to the extent that such amendment might affect the rights of the Licensor and/or the rights of any licensees of any of the Existing MRC Licences such amendment shall only be effected after full consultation with the Licensor.

8 Product Liability

8.1 Nothing in this Agreement shall be construed as a representation or a warranty by the Licensor as to the validity or scope of any patent within the Patent Rights or that any product made used sold or otherwise disposed of under any licence granted under this Agreement or any process for manufacture of it is or will be free from infringement of patents of third parties.

8.2 The Licensor represents and warrants to the Licensee that it has an unfettered right to grant the licence the subject of this Agreement.

8.3 It shall be the full and sole responsibility of the Licensee to use appropriate care in the practice of any manufacture and use of any product pursuant to any licence granted under this Agreement and the Licensor shall have no right to control the manner in which any product licensed under this Agreement is manufactured and the Licensor shall not be required to provide any know-how or operating instructions or other information with respect to any such product or manufacture or use of such product and the Licensor makes no representation or warranty whatsoever with respect to any such product or manufacture or use of it.

9 Non-Use of Names

9.1 The Licensee shall not use the name of the Licensor nor of any of its employees nor any adaptation of them in any advertising promotional or sales literature without prior written consent obtained from the Licensor in every such case except that the Licensee shall state wherever relevant that it is licensed by the Licensor under one or more of the patents and/or applications comprising the Patent Rights.

10 Assignment

10.1 The rights granted under this Agreement shall not be assigned by either party without the written consent of the other party except:

10.1.1 as part of a sale of all or substantially all of the business of the Licensee to which this Agreement pertains and in such event only

in its entirety and subject to the assignee entering into a direct covenant with the Licensor to perform all the obligations of the Licensee under this Agreement and upon prior written notice to the Licensor; or

10.1.2 by the Licensee to any Affiliate.

11 Arbitration

11.1 The parties shall endeavour amicably to settle any disputes arising under this Agreement. If the parties are unable to settle the same by themselves then any dispute arising out of or in connection with this Agreement shall be referred to the arbitration of a single arbitrator in London appointed by agreement between the parties or in default of agreement nominated by the President for the time being of the Chartered Institute of Arbitrators. The costs of such arbitration shall be borne as the arbitrator shall award and the decision of such arbitrator shall be final and binding on the parties.

12 Termination

- 12.1 This Agreement shall terminate with immediate effect if the Licensee shall for any reason cease to carry on any part of its business and as a result is unable to fulfil its obligations under this Agreement or shall become insolvent or be unable to pay its debts (for the purposes of Sections 247 and 123 Insolvency Act 1986) or any order shall be made in respect of the Licensee for its winding up or the appointment of any liquidator receiver or administrator in respect of the whole or a substantial part of its assets or if it shall pass a resolution for its winding up.
- 12.2 Upon any material breach or default of this Agreement by a party (other than that set out in Clause 12.1 above which shall always take precedence over the material breach or default referred to in this Clause 12.2) the party not in default shall have the right to terminate this Agreement by SIXTY (60) days' notice to the party in default. Such termination shall become effective unless the party in default shall have cured any such breach or default prior to the expiration of the SIXTY (60) day period.
- 12.3 The Licensee shall have the right to terminate this Agreement at any time on SIX (6) months' notice to the Licensor.
- 12.4 Upon termination of this Agreement for any reason the licence granted pursuant to Clause 2.1 above shall terminate but such termination shall be without prejudice to:

- 12.4.1 the provisions of Clauses 7 and 9 above (and any other provision of this Agreement which by its terms is expressed to continue notwithstanding termination) which shall continue in force to the extent necessary to give effect to them;
- 12.4.2 the right of the Licensee (and any sub-licensee) to dispose of any stocks of Licensed Products already manufactured or in the course of manufacture at the date of termination; and
- 12.4.3 any rights of either party against the other which may have accrued up to the date of such termination.
- 12.5 Upon any termination of this Agreement under Clause 12.1, 12.2 or 12.3 above, the Licensor will, subject to clause 12.6 below, accept an assignment or novation of any and all sub-licences of the Patent Rights granted by the Licensee under this Agreement and the Licensee shall use its reasonable commercial endeavours to procure that the Licensor shall not be obliged to accept any performance obligations or burdens contained in any such sub-licences.
- 12.6 The Licensor shall not be obliged to accept any assignment or novation as set out in clause 12.5 above, if the relevant sub-licensee is in breach of the sub-licence at the date of termination of this Agreement.

13 Notices

- 13.1 Any notice or other communication to either party pursuant to this Agreement shall be sufficiently made or given 48 hours after mailing if sent to such party by first class mail postage pre-paid addressed to it at its address below or as it shall otherwise designate by written notice given to that other party:

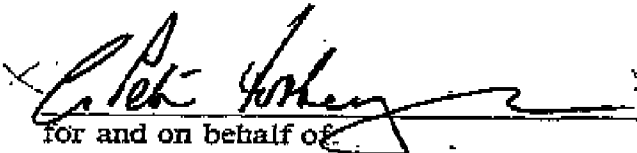
In the case of the Licensor:

Address: 20 Park Crescent London W1N 4AL UK
Contact Name: Dr Edwina Wright (Technology Transfer Group)
Fax Number: +44 (171) 323 1331
Tel. Number: +44 (171) 636 5422

In the case of the Licensee:

Address: The Stephenson Building The Science Park University
of Keele Staffordshire ST5 5SP UK
Contact Name: The Business Development Director
Fax Number: +44 (1782) 714168
Tel. Number: +44 (1782) 714181

SIGNED by



for and on behalf of
COBRA THERAPEUTICS LIMITED

FIRST SCHEDULE

1. Patent family "LCR"

European	EP 0332667B1
Hong Kong (from European)	HK 161295
Singapore (from European)	9591524.5
Australian	622870
Canadian	1336269
Japanese application	63-506580/88
US (parent) -	5,532,143
US (gene therapy Divisional)	5,744,456
US (method Divisional)	5,635,355
US (transgenic animal Divisional)	5,849,997
US (broad claims Divisional)	5,736,359
US (narrow claims Divisional)	5,770,398
European CD2 LCR application	94202152.8
Japanese CD2 LCR application	9-228655
Equivalent to International application WO 89/01517 (PCT/GB88/00655)	

Inventors Franklin Gerardus Grosveld

Applicant Medical Research Council

Title Vector for integration site-independent gene expression in mammalian host cells

Priority filing Filing date
GB 8718779 07:08:87

2. Patent family "Immunoglobulin LCR"

European	EP 0460042B1
----------	--------------

European (transgenic animal Divisional application) 99202794.2

Australian 672910

Canadian application 2050920-1

Canadian (transgenic animal Divisional application) 2,297385

Japanese application 503939/90

US (Ig LCR method)* 5,770,449

US (Ig LCR construct) 5,859,309

Equivalent to International application WO 90/10077 (PCT/GB90/00286)

Inventors

Sarah Jane Eccles and Franklin Gerardus Grosveld

Applicant

Medical Research Council

Title

Vector for integration site-independent gene expression in mammalian host cells

*The title for this application is "Vector for integration site-independent gene expression in mammalian host cells (which permits immunoglobulin gene expression)"

Priority filings

GB 8904009

Filing date

22:02:89

3. Patent application

"Single copy LCR"

US application 08/488,145

Inventors

Franklin Gerardus Grosveld and James Ellis

Applicant

Medical Research Council

Title Locus control subregions conferring integration-site independent transgene expression

Priority filing Filing date
GB 9411618.3 09:06:94

4. Patent family "Episomal LCR"

European application 97937661.3
Australian application 40209/97
Canadian application 2263796
Japanese application 10-510501

Equivalent to International application
WO 98/07876 (PCT/GB97/02213)

US application 09/247,054

Inventors Michael Antoniou and Franklin Gerardus Grosveld

Applicant Medical Research Council

Title Self-replicating episomal expression vectors conferring tissue-specific gene expression

Priority filings Filing date
GB 9617214.3 16:08:96
US 60/025,040 28:08:96

SECOND SCHEDULE**Existing MRC Licences**

Name of Licensee	Type and field of licence	Expiry date
Celltech Therapeutics	Exclusive world-wide licence, to gene expression in myeloma and hybridoma cell lines.	Patent expiry
Nextran (originally DNX Inc)	Non-exclusive licence to production of proteins in transgenic animals.	Patent expiry
Genpharm International Inc	Non-exclusive licence to production of proteins in transgenic animals.	Patent expiry
Oncogene	Non-exclusive licence to use β -globin LCR in transgenic mice and cells lines for identification and analysis of substances that regulate human β -globin expression.	Patent expiry
Transgene	Non-exclusive licence to production of transgenic animals for the sale of testing services and bioassay services. Expressed proteins are not within the scope of this licence.	Patent expiry
Biosource	Non-exclusive licence to protein production in erythroid cell lines.	Patent expiry
Erythrogen	Licence to use β -globin LCR for the production of company's own sickle cell disease mouse model and to use of the model for drug testing and for sale for drug testing purposes. Exclusive licence (except for the existing	Patent expiry.

	licences to Nextran and Genpharm) to the production, sale and use of (human) haemoglobin in transgenic animals.	
Gendaq	Collaboration with the Licensor to investigate development of a mouse model for proprietary Gendaq technology (licensed from the Licensor). If successful Gendaq will require a licence from the Licensee to use the model	

THIRD SCHEDULE

(Formal Licence)

BY THIS LICENCE the **MEDICAL RESEARCH COUNCIL** the public body known as MRC incorporated by Royal Charter in 1920 revised in 1986 and with its head office at 20 Park Crescent London WIN 4AL **HEREBY GRANTS** to **COBRA THERAPEUTICS LIMITED** a corporation duly authorised under the laws of England whose registered office is at The Stephenson Building The Science Park University of Keele Keele Staffordshire ST5 5SP in respect of each of the following patents of which it is proprietor **THAT IS TO SAY:**

(together called "Patents") full and exclusive licence and authority as from the date of each of the Patents respectively (or in respect of any of the Patents such other date prior to the grant of such Patents from which damages or compensation for infringement may be claimed by an exclusive licensee) to develop product make have made market use lease and sell products within any and all fields outside the field of all vectors introduced into human cells for the purpose of effecting human gene therapy and to practice in such fields processes embodying the inventions within the scope of or described in the Patents or any of them to the intent that such licence shall endure (unless sooner terminated by or pursuant to an agreement between the parties dated) for the term of the last to expire of the Patents such licence being subject to and with the benefit of the rights reserved by the Licensor the right to grant sub-licences and the other terms set out in such agreement.

IN WITNESS of the above this licence has been executed the
Day of 2001

SIGNED by)
)
)
)
)
)
for and on behalf of:)
MEDICAL RESEARCH COUNCIL)

SIGNED by)
)
)
)
)
)
for and on behalf of:)
COBRA THERAPEUTICS LIMITED)