



12-07-2004



Patent No. 102895767

12-2-04

ER SHEET

Trademark Office:
prints or copy thereof.

1. Name of conveying party(ies): Bioprocessing Technology Centre (NATIONAL UNIVERSITY OF SINGAPORE)
Additional name(s) of conveying party(ies) attached? [] YES [X] NO
3. Nature of conveyance: [X] Other: Corrective Document (Assignment Resubmitted per PTO Doc. ID No. 102757601)
Execution Date: November 12, 2003
2. Name and address of receiving party(ies)
Name: AGENCY FOR SCIENCE, TECHNOLOGY AND RESEARCH
Internal Address:
Street Address: No. 20 Biopolis Way #07-01, Centros
City: Singapore State: ZIP:
Country: Singapore Postal Code: 138668
Additional name(s) & address(es) attached? [] YES [X] NO

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No(s). 09/461,774 and 09/788,476
B. Patent No.(s).
Additional numbers attached? [] YES [X] NO

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: BIRCH, STEWART, KOLASCH & BIRCH, LLP
Street Address: P.O. BOX 747
City: FALLS CHURCH State: VA ZIP: 22040-0747
Country: USA
6. Total No. of applications/patents involved: two (2)
7. Total fee (37 C.F.R. § 3.41): \$0.00
[] Enclosed *** Fee Previously Submitted - No Fee Due
[X] Authorized to be charged to deposit account, if no fee attached.
8. Deposit account number: 02-2448
(Attach triplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
Mark J. Nuell, #36,623
Name of Person Signing/Reg. No.
Signature
December 2, 2004
Date

Total number of pages including cover sheet, attachments, and document: Fifteen (15)

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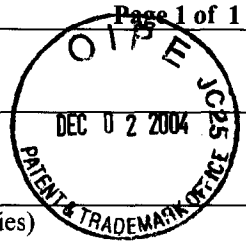


06-03-2004



102757601

SHEET



To Please

mark Office: r copy thereof.

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|---|---|
| <p>1. Name of conveying party(ies): Bioprocessing Technology Centre (NATIONAL UNIVERSITY OF SINGAPORE)</p> <p>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: AGENCY FOR SCIENCE, TECHNOLOGY AND RESEARCH</p> <p>Internal Address: Street Address: No. 20 Biopolis Way #07-01, Centros City: Singapore State: ZIP: Country: Singapore Postal Code: 138668</p> <p>Additional name(s) & 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:</p> <p>Execution Date:</p> | |
| <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 application is:</p> <p>A. Patent Application No(s). 09/461,774 and 09/788,476</p> <p>B. Patent No.(s).</p> <p>Additional numbers attached? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> | |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: BIRCH, STEWART, KOLASCH & BIRCH, LLP Street Address: P.O. BOX 747 City: FALLS CHURCH State: VA ZIP: 22040-0747 Country: USA</p> | <p>6. Total No. of applications/patents involved: two (2)</p> <p>7. Total fee (37 C.F.R. § 3.41): \$80.00 <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account, if no fee attached.</p> <p>8. Deposit account number: <u>02-2448</u></p> <p>(Attach triplicate copy of this page if paying by deposit account)</p> |
| <p>DO NOT USE THIS SPACE</p> | |
| <p>9. Statement and signature.</p> <p>_____ Mark J. Nuell, #36,623 Name of Person Signing/Reg. No.</p> <p>_____ <i>Mark J. Nuell</i> Signature</p> <p>_____ May 28, 2004 Date</p> | |
| <p>Total number of pages including cover sheet, attachments, and document: eleven (11)</p> | |

(06/02/2004 LMUELLER 00000187 09461774
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DRN/mua
(Rev. 02/13/2004)

DATED the 12th Nov **2003**

NATIONAL UNIVERSITY OF SINGAPORE

AND

AGENCY FOR SCIENCE, TECHNOLOGY AND RESEARCH

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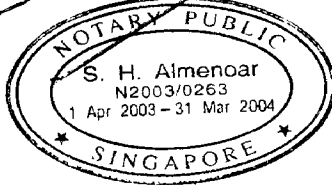
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

=====

Ref: SS/ck/021/0303/BTC

CERTIFIED TRUE COPY

S.H.



NOTARY PUBLIC
S. H. Almendoar
N2003/0263
1 Apr 2003 - 31 Mar 2004
SINGAPORE

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is made the 12th day of *Nov* 2003

BETWEEN

1. National University of Singapore, a body corporate incorporated under the National University of Singapore Act (Cap. 204) of No. 10 Kent Ridge Crescent, Singapore 119260 (hereinafter referred to as "NUS");

AND

2. Agency for Science, Technology and Research, a body corporate incorporated under the Agency for Science, Technology and Research Act (Cap. 5A) of No. 20 Biopolis Way #07-01, Centros, Singapore 138668 (hereinafter referred to as "A*STAR").

RECITALS

- A. NUS is the legal owner of the Intellectual Property and Patents (as these terms are defined below).
- B. NUS has agreed to assign to A*STAR all of its rights, title and interests in the Intellectual Property and Patents in the Territory on the terms of this Agreement.

NOW IT IS AGREED as follows:

1. Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

"Agreement" means this Intellectual Property Assignment Agreement.

"BTC" means the Bioprocessing Technology Centre, an autonomous research institute within and a part of NUS but which is funded by and under the management and control of A*STAR.

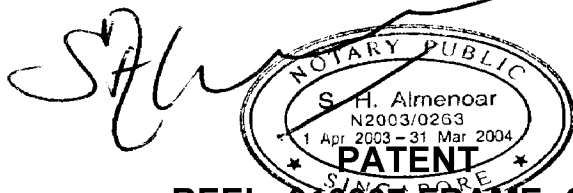
"Business" means the business undertaken by BTC which includes the business of undertaking research and development in bioprocessing technology.

"Co-Owned Intellectual Property" means the Intellectual Property that is co-owned by NUS and a third party as listed in Schedule 2.

"Co-Owned Patents" means the patents grants and/or patent applications that are co-owned by NUS and a third party as listed in Schedule 3.

"Documents" means all materials, documents, computer media containing, describing or relating to the Intellectual Property.

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“Effective Date” means 1 April 2003.

“Intellectual Property” means collectively, all trade marks, service marks, logos, signs, domain names, rights in designs, copyrights (including rights in computer software), database rights, topography rights, layout-design rights (whether or not any of these is registered and including applications for registration of any such thing), technical information, know-how, inventions, secret formulae and processes, lists of suppliers and customers and other confidential and proprietary knowledge and information, rights protecting goodwill and reputation and all rights, privileges, claims causes of action, whether arising under any licence, agreement, arrangement or understanding or otherwise, in relation to any and all of the foregoing, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the Territory all relating to the Business.

“Patents” means the patent grants and/or applications listed in Schedule 1 hereto.

“Territory” means all countries of the world.

2. Assignment and Delivery

2.1 In consideration of the sum of One Singapore Dollar (S\$1.00) to be paid by A*STAR to NUS, the receipt of which NUS hereby acknowledges, NUS as legal and beneficial owner hereby:

- (i) subject to clause 2.2 below, assigns to A*STAR all rights, title and interests in and to the Intellectual Property in the Territory to hold the same unto A*STAR absolutely, at A*STAR’s request;
- (ii) agrees to assign or procure the assignment of all rights, title and interests in and to the Patents in the Territory to A*STAR to hold the same unto A*STAR absolutely, at A*STAR’s request;
- (iii) subject to all third party consents being obtained, hereby assigns all rights, title and interests in and to NUS’ share of the Co-owned Intellectual Property and Co-owned Patents to hold the same unto A*STAR absolutely, at A*STAR’s request.

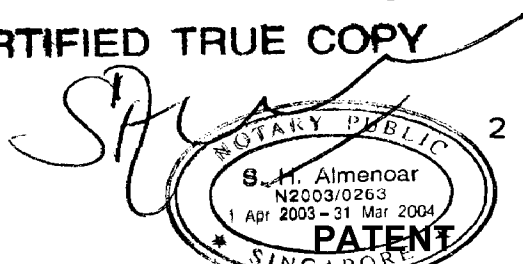
2.2 NUS shall forthwith deliver, divulge, transfer, disclose, impart or otherwise communicate to A*STAR or its nominees the Documents in whatever form or medium in its possession and all copies thereof, including without limitation, the source code and the object code of any software comprised in the Intellectual Property, Patents, Co-Owned Intellectual Property, and Co-Owned Patents and all copies thereof.

2.3 It is agreed that this Agreement shall take effect from the Effective Date.

3. Perfection and Recordal

3.1 The Parties shall forthwith execute and lodge all documents, and do all acts required to effect the recordal of this Agreement with the relevant trade marks, patent, design and (where applicable) copyright registries in the Territory at the request and expense of A*STAR.

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3.2 NUS shall at the request and cost of A*STAR execute or procure the execution of all documents, papers, forms and authorisations and depose to or swear all declarations or oaths which may be necessary in any country in the Territory for securing, perfecting, completing or absolutely vesting full rights, title and interests to the Intellectual Property, Patents, Co-Owned Intellectual Property and Co-Owned Patents in favour of A*STAR or for conferring on A*STAR all rights of action in relation to any infringement by third parties at the date hereof.

4. Release of NUS

A*STAR hereby releases and discharges NUS from all further liability or obligation in connection with the Intellectual Property and Patents in the Territory.

5. Disclaimer of Warranty

5.1 NUS makes no representations, conditions or warranties, either express or implied with respect to the Intellectual Property and Patents to be assigned to A*STAR hereunder. Without limiting the generality of the foregoing, NUS expressly disclaims any implied warranty, condition or representation that the Intellectual Property and the Patents:

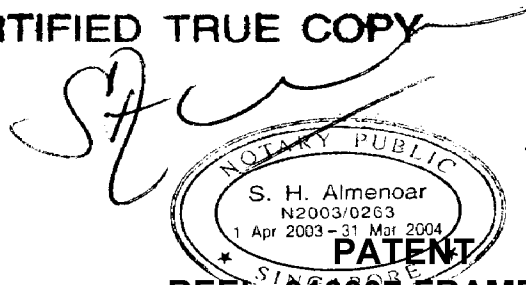
- (i) shall correspond with a particular description;
- (ii) is of a merchantable quality;
- (iii) is fit for a particular purpose; or
- (iv) is durable for a reasonable period of time.

5.2 NUS shall not be liable for any loss, whether direct, consequential, incidental or special (and whether arising out of contract or tort) which A*STAR suffers arising from any defect, error, fault or failure to perform with respect to the Intellectual Property and/or Patents. A*STAR acknowledges that it has been advised by NUS to undertake its own due diligence with respect to the Intellectual Property and Patents.

5.3 Nothing in this Assignment shall be construed as:

- (i) a warranty or representation by NUS that anything made, used, sold or otherwise disposed of in connection with the Intellectual Property or Patents is or will be free from infringement of patents, copyrights, trade-marks, industrial designs or other intellectual property rights;
- (ii) an obligation by NUS to bring or prosecute or defend actions or suits by or against third parties for infringement of patents, copyrights, trade-marks, industrial designs or other intellectual property or for breach of contractual rights, whether in connection with the Intellectual Property, Patents or otherwise; or
- (iii) a conferring by NUS to A*STAR of the right to use in any advertisement or publicity material the name of NUS except with the prior written consent of NUS.

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A handwritten signature in black ink is written over a circular notary seal. The seal contains the text: "NOTARY PUBLIC", "S. H. Almendoar", "N2003/0263", "1 Apr 2003 - 31 Mar 2004", and "PATENT SINGAPORE".

5.4 NUS does not warrant or guarantee the validity of the Intellectual Property and Patents or that the underlying inventions or any part or parts thereof do not infringe any valid and subsisting patent or other intellectual property rights not held by NUS.

6. Confidentiality

6.1 NUS agrees to keep secret and confidential the Intellectual Property, Patents, Co-Owned Intellectual Property, Co-Owned Patents, and all information relating thereto and to the Business (collectively "Proprietary Information"), to respect A*STAR's proprietary rights therein and not use or disclose any Proprietary Information to any third party.

6.2 The foregoing obligations of clause 6.1 above shall not apply to any part of the Proprietary Information which is or becomes generally available to the public through no act or default of NUS or their agents or employees.

7. Indemnity and Limitation of Liability

7.1 It is agreed that NUS shall not be liable to A*STAR, its licensees or any other person whatsoever by reason of or arising from this Agreement. A*STAR further agrees to indemnify and hold harmless NUS against:

- (i) all claims losses demands actions suits proceedings cost or expenses (collectively referred to as "Liability") whatsoever which NUS may suffer or incur in connection with loss of life, personal injury and/or damage to property arising directly from or out of this Agreement;
- (ii) all Liability arising out of or in connection with any rightful claim that the intellectual property rights of third party has been infringed in connection with this Agreement; and
- (iii) all Liability arising from or out of the use of the Intellectual Property or Patents by A*STAR, its contractors, affiliates, distributors, licensees, agents and/or its customers or end-users howsoever the same may arise.

7.2 In no event shall NUS be liable for consequential or incidental damages arising from breach or breaches of this Assignment.

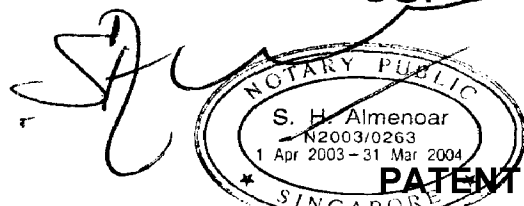
7.3 No action, whether in contract or tort (including negligence) or otherwise arising out of or in connection with this Assignment may be brought by A*STAR more than six (6) months after the cause of action has occurred.

8. Notice

8.1 All notices, requests, demands and other communications made or given under the terms of this Agreement or in connection herewith shall be in writing and shall be either personally delivered, transmitted by postage prepaid registered mail (air mail if international), or by facsimile and shall be addressed to the appropriate Party at the following address or to such other address or place as such Party may from time to time designate.

8.2 Any notice, request, demand or other communication given or made pursuant to clause 8.1 shall be deemed to have been received:

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To: **National University Of Singapore**
Attention: Mr Ong Teck Huat
Address: No. 10 Kent Ridge Crescent, Singapore 119260
Fax no.: 6777-6990

To: **Agency for Science, Technology and Research**
Attention: Managing Director, A*STAR
Address: No. 20 Biopolis Way #07-01, Centros, Singapore 138668
Fax no.: 64789591

With copy to: Director, Legal
No. 20 Biopolis Way #07-01, Centros, Singapore 138668
Fax no.: 6872-3527

- (i) in the case of personal delivery; on the date of delivery.
- (ii) in the case of mail delivery; on the date which is three (3) days after the mailing thereof.
- (iii) in the case of facsimile; the date of despatch thereof with confirmed answerback.

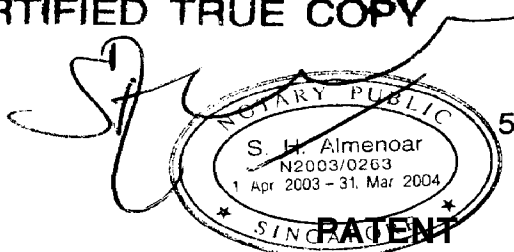
9. Dispute Resolution

- 9.1 All questions, disputes or differences whatsoever which may at any time hereafter arise between the Parties hereto touching or concerning this Agreement or its construction or effect or as to the rights, duties or liabilities of the Parties hereto or either of them under or by virtue of this Agreement or otherwise as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force which rules are deemed to be incorporated by reference into this clause. The Tribunal shall consist of 1 arbitrator to be appointed by the Chairman of SIAC.
- 9.2 The commencement of any arbitration proceedings under this Clause shall in no way affect the continual performance of the obligations relates to the subject matter of such proceedings.
- 9.3 All arbitration proceedings shall be in the English Language.

10. Governing Law and Jurisdiction

- 10.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 10.2 The Parties hereby submit to the jurisdiction of the Singapore courts.

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IN WITNESS WHEREOF the Parties have hereunto set their hands the day and year first above written.

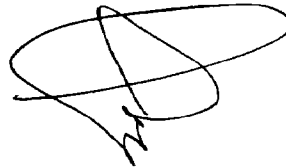
Signed by *TAY KIM HUAT*)
for and on behalf of the National University of)
Singapore)
in the presence of:)



TAY Kim Huat
Deputy Director
Industry & Technology Relations Office
National University of Singapore




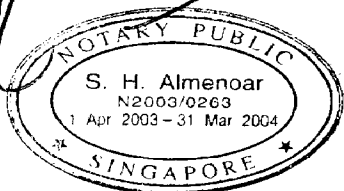
Signed by *SURESH SACHI*)
for and on behalf of the Agency for Science,)
Technology And Research)
in the presence of)



SURESAN SACHI
DIRECTOR, LEGAL
AGENCY FOR SCIENCE, TECHNOLOGY & RESEARCH



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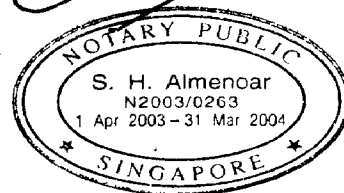



SCHEDULE 1

Patents

1. US Patent application No. 08/833, 500 "*Cell culture media for enhanced protein production*" Florence Chua and Steve Oh Kah Weng. (Filed 7th April 1997)
2. US Patent application No. 09/461, 774 "*Bacteria-derived molecules Therapeutic and diagnostic uses therefor*", Lily Chan, Maxey Ching Ming Chung and Renee Lim Lay Hong. (Filed 14th December 1998)
3. US Patent application No. 09/788, 476 "*Novel genes and expression products therefrom*", Maxey Ching Ming Chung, Lily Chan, Keli Ou, Shao-En Ong, Teck Keong Seow, Cynthia Rosa MY Liang, Meng Ling Choong, Li Kiang Tan. (Filed 25th February 2000)

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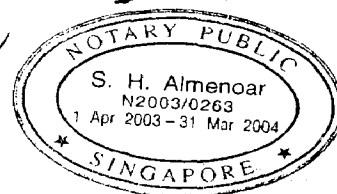


SCHEDULE 2

Co-Owned Intellectual Property

NIL

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SCHEDULE 3

Co-Owned Patents

1. US Provisional Patent application No. 60/401,802 "*Preparation, Characterization and Quantification of active fraction From Yeastolate that Promotes Growth and Recombinant-protein Expression of Insect Cells*", Faustinus K. Yeboah, Barbara Jardin, Yasuo Konishi, Amine Kamen, Kathy Wong, Soo Young Lee. (Filed 8th August 2002)
National Research Council Canada, Biotechnology Research Institute

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