

12-09-2004

Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼



102897802

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

SMITHKLINE BEECHAM PLC

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

Name: AKUBIO LIMITED

Internal Address: \_\_\_\_\_

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

## 3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other \_\_\_\_\_

Street Address: 181 CAMBRIDGE SCIENCE PARK,  
MILTON ROAD, CAMBRIDGE CB4 0GJ, ENGLAND

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Execution Date: 08/27/2003

Additional name(s) & address(es) attached? ☐ Yes ☒ 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) 09/830,396,  
10/344,022, 10/630,072

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached? ☐ Yes ☒ No

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

Name: HOWSON AND HOWSON

Internal Address: BOX 457

Street Address: \_\_\_\_\_

City: SPRING HOUSE State: PA Zip: 19477

## 6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41).....\$ 120.00



Enclosed



Authorized to be charged to deposit account

## 8. Deposit account number:

08-3040

DO NOT USE THIS SPACE

## 9. Signature.

GEORGE A. SMITH, JR.

Name of Person Signing

Signature

12/06/2004

Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

12/09/2004 GTOM11 00000025 09830396

01 FC:8021

120.00 OP

PATENT  
REEL: 016045 FRAME: 0589

**SMITHKLINE BEECHAM PLC**

**-and-**

**AKUBIO LIMITED**

---

---

**PATENT ASSIGNMENT AGREEMENT**

---

---

# **PATENT ASSIGNMENT AGREEMENT**

**THIS PATENT ASSIGNMENT AGREEMENT** (hereinafter, the "Assignment") is made and entered into as of the 27th day of August, 2003 by and between:

(1) **SMITHKLINE BEECHAM PLC**, a company incorporated in England and Wales (registered no. 02337959), with its registered office at 980 Great West Road, Brentford, Middlesex TW8 9GS, England ("Assignor"); and

(2) **AKUBIO LIMITED**, a company incorporated in England and Wales (registered no. 04136782), located at 181 Cambridge Science Park, Milton Road, Cambridge CB4 0GJ, England, and having its registered office at 112 Hills Road, Cambridge CB2 1PH, England (the "Assignee").

## **RECITALS**

(A) The Assignor has applied for patents by filing certain patent applications (the "Patent Applications") defined below in respect of the inventions disclosed in the Patent Applications (the "Inventions").

(B) The Assignor has agreed to assign to the Assignee the Patent Applications as hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **SECTION 1** **DEFINITIONS**

"Inventions" has the meaning given to it in Recital (A) above.

"Patent Applications" means the international patent applications PCT/EP99/08148 and PCT/EP01/08922 (with publication numbers WO 00/25118 and WO 02/12873), together with any further application, divisional application, continuation in part and the like deriving therefrom in any country including without limitation European patent application EP 99952627.0, Japanese patent application JP 2000-578642 and US patent applications 09/830396, 10/344022 and 10/630072.

## **SECTION 2** **ASSIGNMENT**

Pursuant to and in consideration of an agreement between the Assignor and the Assignee and others of even date the Assignor hereby assigns to the Assignee the Inventions and the full and exclusive benefit of them; all the rights to and in the Patent Applications and the full and exclusive benefit of them and all rights and privileges and advantages associated with them; the full right to apply for and obtain patents and similar forms of protection in respect of the Inventions throughout the world; the right to make any new application or applications in respect of any part or parts of the subject matter of any application or specification filed in connection with the Inventions and the rights to claim priority from the

Patent Applications; any patents granted in respect of the Inventions pursuant to the Patent Applications; the rights to bring proceedings (in the United Kingdom under s.61 or s.69 of the Patents Act 1977) for any previous infringement of the rights assigned by this Assignment; and the rights to claim priority of the Applications under the Paris Convention (as amended) in all countries and territories and to hold the same unto the Assignee absolutely.

### **SECTION 3**

#### **FURTHER ASSURANCE**

The Assignor hereby covenants with the Assignor that Assignor will at the expense of the Assignee execute sign and do all such instruments applications documents acts and things as may be reasonably required by the Assignee (or the nominee of the Assignee) to enjoy the full benefit of the property and rights hereby assigned and (if requested by the Assignee) apply for patents or other forms of protection in respect of the Inventions throughout the world and (to the extent legally possible and at the expense of the Assignee) to fully and effectively vest the same in the Assignee.

### **SECTION 4**

#### **GOVERNING LAW**

This Assignment is governed by English law. The courts of England have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Assignment (respectively, "Proceedings" and "Disputes") and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England. Each party irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to hear and decide any Proceedings and to settle any Disputes and agrees not to claim that the courts of England are not a convenient or appropriate forum.

**[Signature Page Follows]**

IN WITNESS WHEREOF the parties hereto have executed this Assignment by their duly authorised officers as of the date and year first above written.

SMITHKLINE BEECHAM PLC

By: 

Name: PETER JOHN GIDDINGS.

Title: ATTORNEY AND AUTHORISED  
OFFICIAL.

AKUBIO LIMITED

By: 

Name: Dr. Matthew Cooper

Title: CSO