

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The University Court of the University of Glasgow	04/01/2005
RECEIVING PARTY DATA	
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State/Country:	UNITED KINGDOM
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Property Type	Number
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ATTORNEY DOCKET NUMBER:	6947-67205-02
NAME OF SUBMITTER:	Tanya M. Harding, Ph.D.

Total Attachments: 8
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ASSIGNATION

by

THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW

in favour of

CRUSADE LABORATORIES LIMITED

Re: "Treatment of Cancer using HSV Mutant"

Dated:

DUNDAS & WILSON CS LLP

191 West George Street
Glasgow G2 2LD

Tel 0141 222 2200
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FAS: 1401
Ref: CH/LCW/CRU017.new

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ASSIGNATION

by

THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW, University Avenue,
Glasgow G12 8QQ ("the University").

in favour of

CRUSADE LABORATORIES LIMITED, a company incorporated in England with registered number 03837867 and having its registered office at 5th Floor, Northwest Wing, Bush House, Aldwych, London WC2B 4EZ ("**Crusade**").

WHEREAS:

- A. The University is a joint owner with Wistar of certain patents entitled "Treatment of Cancer using HSV Mutant";
- B. The University has agreed to assign to Crusade, and Crusade is willing to accept the assignment of, the University's share in the Patents on the terms and conditions set out in this Assignment.

NOW IT IS AGREED as follows:**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Assignment (including the Recitals), unless the context otherwise requires: -

Effective Date means the date on which Crusade obtains the consent of Wistar to the assignment contained in Clause 2.1 and to the licence of the Patents pursuant to Clause 5.3 of the Share Purchase Agreement;

Patents means (i) the patent applications and patents listed in Part 1 of the Schedule, (ii) all patents issuing or claiming priority from, or claiming the subject matter of, any of the patent applications and patents listed in Part 1 of the Schedule, and (iii) any reissues, extensions, substitutions, continuations, divisions, continuation-in-part applications and supplementary protection certificates relating to or based upon any of the foregoing patent applications and/ or patents;

Schedule means the schedule (in one (1) part) annexed to and deemed to form part of this Assignment;

Share Purchase Agreement means the agreement dated on or around the date hereof between (1) the University, (2) GU Holdings Limited, (3) Dayspring Ventures Limited and (4) Crusade for the sale and purchase of shares in Crusade and governing future relations between the parties;

Third Party means any party other than the University and Crusade; and

Wistar means The Wistar Institute of 3601 Spruce Street, Philadelphia, PA 19104, United States of America.

- 1.2 In this Assignment unless the context demands otherwise:
- 1.2.1 words denoting the singular shall include the plural and vice versa;
 - 1.2.2 words denoting a gender shall include all genders;
 - 1.2.3 words denoting persons shall include corporations and all other legal entities;
 - 1.2.4 a reference to a "Clause" shall be deemed to be a reference to the relevant clause of this Assignment;
 - 1.2.5 the Clause headings are inserted for ease of reference and shall not affect the interpretation or construction of this Assignment or confer any right or obligations on either of the parties; and
 - 1.2.6 references to any Scottish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than Scotland be deemed to include what most nearly approximates in that jurisdiction to the Scottish legal term.

2. ASSIGNATION

- 2.1 With effect from the Effective Date, the University hereby assigns to Crusade, and Crusade hereby accepts the assignation of, all the University's property, right, title and interest in and to the Patents including all statutory and common law rights.
- 2.2 The University hereby undertakes:
- 2.2.1 at the reasonable request and cost of Crusade to do, and to ensure that its present employees and use reasonable endeavours to ensure that its former employees do, all things and execute all such further documents, forms and authorisations as may be necessary to vest all the University's property, right, title and interest in and to the Patents in Crusade absolutely including but not limited to registration of Crusade's title as co-proprietor of the

Patents at relevant patent offices anywhere in the world and to assist in the resolution of any question concerning the Patents;

2.2.2 at the reasonable request and cost of Crusade to, and to ensure that its present employees and use reasonable endeavours to ensure that its former employees, provide to Crusade such assistance as Crusade may reasonably require, including but not limited to executing all such further documents, forms and authorisations as may be required, to enable Crusade to prosecute and maintain the Patents during the period from the last date of execution of this Assignment and thereafter until registration of the assignment of the University's share in the Patents to Crusade pursuant to Clause 2.1 at the relevant patent offices;

2.2.3 within seven (7) days following the Effective Date instruct its patent agents, Mewburn Ellis, that all records and correspondence which Mewburn Ellis hold relating to the Patents are to be held to the order of Crusade from the Effective Date; and

2.2.4 not following the date of its execution of this Assignment to assign or purport to assign any rights in, to or over the Patents to any Third Party or grant or purport to grant to any Third Party any licence or other right or permission to use the Patents or otherwise do anything inconsistent with the assignment of its property, right, title, and interest in and to the Patents to Crusade pursuant to this Assignment.

2.3 Crusade will be responsible for obtaining the consent of Wistar to the assignment of the University's property, right, title and interest in and to the Patents pursuant to Clause 2.1 and to the licence of the Patents by Crusade to the University in the terms set out in clause 5.3 of the Share Purchase Agreement.

2.4 For the avoidance of doubt, Crusade acknowledges and agrees that the terms of this Assignment are not intended to, and do not, assign to Crusade any rights in and to any patent applications filed by the University, and any patents granted pursuant to such patent applications, in respect of inventions which constitute improvements to the subject matter claimed in the Patents.

3. WARRANTIES

3.1 The University hereby warrants to Crusade that:

3.1.1 it has full power and authority to enter into and to perform its obligations under this Assignment;

- 3.1.2 it has not prior to the date of its execution of this Assignment granted or purported to grant to any Third Party an assignment or licence, or an option to obtain an assignment or a licence of, or any other permission to use the Patents;
- 3.1.3 to the reasonable knowledge and belief of the employees of the department of Research and Enterprise of the University, without having made further enquiries, as at the date of execution of the Share Purchase Agreement, use and exploitation of the Patents does not infringe any intellectual property rights owned by the University (except such intellectual property rights which are otherwise licensed to Crusade on or around the date of execution of the Share Purchase Agreement or arising out of or in connection with the following patent applications: GB 0409596.4 re 'Novel Herpes Simplex Viruses and Uses Thereof', WO0214357 re 'Treatment of Cerebral Ischaemia' or WO 99/38964 re 'Promoter Regions of the Mouse and Human Telomerase RNA Component Gene', and/ or any intellectual property rights otherwise arising out of or in connection with any research conducted by Moira Brown); and
- 3.1.4 the University has not granted any encumbrances or security interests or other rights over the Patents to any Third Party.

4. ENTIRE AGREEMENT

- 4.1 This Assignment together with the Share Purchase Agreement, embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the specific subject matter of this Assignment. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly referred to in this Agreement or in the Share Purchase Agreement.

5. APPLICABLE LAW

5.1 This Assignment will be governed by and construed and interpreted in accordance with the laws of Scotland and the parties hereby prorogate the exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF this Agreement consisting of this and the preceding four (4) pages, together with the Schedule annexed, is executed as follows:

Subscribed for and on behalf of THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW by DAVID NEWALL, Authorised Signatory, at GLASGOW on the FIRST day of APRIL 2005, in the presence of this witness:

Witness Karen Christopher

Authorised Signatory David Newall

Full Name KAREN CHRISTOPHER

Address COURT OFFICE

UNIVERSITY OF GLASGOW

Subscribed for and on behalf of CRUSADE LABORATORIES LIMITED, by GARY HAMILTON Authorised Signatory, at GLASGOW on the 30TH day of MARCH 2005, in the presence of this witness:

Witness Robert Spavin

Authorised Signatory Gary Hamilton

Full Name ROBERT SPAVIN

Address 3 BRIDGE COTTAGES

ABERFORD, LEEDS

This is the Schedule referred to in the Assignment by The University Court of the University of Glasgow in favour of Crusade Laboratories Limited.

SCHEDULE

**PART 1
THE PATENTS**

APPLICATION NO:	STATUS:
GB 9415320.2	LAPSED
PCT/GB95/01791	LAPSED
EP 0773785 (Application No. 95927034.9) Validated in: Austria, Belgium, Switzerland, Denmark, Germany, Spain, France, UK, Greece, Ireland, Italy, Monaco, Netherlands, Portugal, Sweden	GRANTED - Being opposed
EP 1192943 (Application No. 01126852.1) (Divisional of EP 95927034.9)	ABANDONED
US 08/776,350	PENDING
AU 9531199	ABANDONED
AU 752853 (Application No. 9948720) (Divisional of AU 9531199)	GRANTED
CA 2196315	PENDING
JP 08-506304	PENDING