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AT ESCANDOTA 37A 00010 1460						
1. Total number of pages including cover sheet, attachments and document: /						
2. Name of Conveying Party(ies) and Execution Date(s) of Document(s)						
Name(s): Susanne Moira Brown and Joe Connor						
Execution Date(s): February 20, 2003 and October 2, 2003						
2. Name and address of receiving party.						
3. Name and address of receiving party   Check here if additional name(s) & address(es) are attached						
Name Crusade Laboratories Limited						
Address PO Box 1716						
Southern General Hospital						
City Glasgow State/Country Central Scotland Zip G51 4WF						
4. Nature of Conveyance						
Assignment Merger Security Agreement Name Change Other:						
5. Total number of applications and patents involved: 1						
6. Total Fee Enclosed (37 C.F.R. § 3.41): \$40.00						
7. Check here if any deficiency/overpayment is authorized to be charged to deposit account 02-4550						
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9. Correspondent's name, address, and telephone number						
Tanya M. Harding, Ph.D.						
Klarquist Sparkman, LLP						
One World Trade Center, Suite 1600						
121 S.W. Salmon Street						
Portland, Oregon 97204-2988 Telephone: 503-226-7391						
Facsimile: 503-228-9446						
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11. Statement and signature To the best of my knowledge and belief, the foregoing information is true and						
correct and any attached copy is a true copy of the original document.						
11.2004						
Tanya M. Harding, Ph.D.  Name of Person Signing  Date						
Name of Person Signing Signature Date						

cc: Accounting (only if via fax)

Docketing

PATENT

**REEL: 016720 FRAME: 0353** 

## ASSIGNMENT OF INVENTION AND INTELLECTUAL PROPERTY RIGHTS RELATING THERETO

### Parties:

1 'The Assignor' Susanne Moira BROWN

of Crusade Laboratories Limited, PO Box 1716, Southern General Hospital, Glasgow G51 4WF (formerly of Institute of Neurological Sciences, University of Glasgow, Southern General Hospital, 1345 Govan Road, Glasgow G51 4TF)

2 'The Assignee' CRUSADE LABORATORIES LIMITED

of PO Box 1716, Southern General Hospital, Glasgow G51 4WF

#### Recitals:

- (A) The Assignor is a joint inventor of the invention or inventions entitled AN HERPES SIMPLEX VIRUS COMPLEX which is described in the draft patent specification annexed hereto ("the Invention") and for which the UK priority patent application set out in the Schedule hereto has been filed ("the Priority Application")
- (B) The Assignee intends to file an international PCT application for the Invention ("the PCT Application")
- (C) The Assignor has agreed to assign to the Assignee for the consideration hereinafter mentioned all her rights title and interest in to and under the Invention, the Priority Application and the PCT Application

### Operative provisions:

In consideration for the payment of £1.00 by the Assignee to the Assignor the receipt and sufficiency of which is hereby acknowledged by the Assignor:

- 1 The Assignor hereby sells and assigns to the Assignee absolutely and free from incumbrances:
- all her rights title and interest in Canada and the United States and all other countries of the world in to and under the Invention and the Priority Application and the PCT Application and any and all divisionals, continuations and continuations-in-part of any of the aforesaid

appacations and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof and to retain any damages obtained as a result of such action;

- 1.2 the right to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention to the intent that the grant of any patents or other intellectual property protection for the Invention shall be in the name of and shall vest in the Assignee or its successors or assigns;
- 1.3 the right to claim priority from the Priority Application in any and all applications for patent protection for the Invention;

to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

- The Assignor hereby UNDERTAKES that at the request and cost of the Assignee or its successors or assigns she will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to the Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning the Invention or any application for patent or other intellectual property protection for the Invention or any intellectual property protection granted pursuant to any such application.
- 3 The Assignor hereby requests the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of the Assignee or its successors or assigns in accordance with this assignment.
- This assignment and undertaking shall be binding upon the Assignor's heirs, executors, administrators, successors and/or assigns and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Assignee.

AS WITNESS the signatures of the Assignor and a duly authorised officer of the Assignee

# SCHEDULE The Priority Application

United Kingdom Patent Application No. 0203285.2

Title: AN HERPES SIMPLEX VIRUS COMPLEX

Application Date: 12 February 2002

SIGNED by	)	
the ASSIGNOR	)	
at: GUASCOW	)	/
on: 104 FEB. 03	)	Signature: Hoine fram
in the presence of:	)	Susanne Moira BROWN
Witness		
Signature: Simple Shitt	1	
Name: JENNIFER STEWAR	21	
Address: 7FISHER PLACE		
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STIRLING FK8 31	D	
SIGNED for and on behalf of	)	
the ASSIGNEE	)	
at: GLASCOW	)	
on: LOLL FEB. 03	)	Signature: S. Hoera Bram
in the presence of:	)	Name: S. MOIRA BROWN
Witness	4	Position: DIRECTOR
Signature: Physics Studies	싞	
Name: JENNIFER SPENART	'	
Address: 7 ASTER PLACE		
Buchzyvit		
STIRLING FX83N	TD.	

## ASSIGNMENT OF INVENTION AND INTELLECTUAL PROPERTY RIGHTS RELATING THERETO

### Parties:

1 'The Assignor' Joe CONNER

of Crusade Laboratories Limited, PO Box 1716, Southern General Hospital, Glasgow G51 4WF (formerly of School of Biological and Biomedical Sciences, Glasgow Caledonian University, Cowcaddens Road, Glasgow G4 0BA)

2 'The Assignee' CRUSADE LABORATORIES LIMITED

of P() Box 1716, Southern General Hospital, Glasgow G51 4WF

### Recitals:

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- 1.3 the right to claim priority from the Priority Application in any and all applications for patent protection for the Invention;

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- The Assignor hereby UNDERTAKES that at the request and cost of the Assignee or its successors or assigns he will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to the Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning the Invention or any application for patent or other intellectual property protection for the Invention or any intellectual property protection granted pursuant to any such application.
- The Assignor hereby requests the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of the Assignee or its successors or assigns in accordance with this assignment.
- This assignment and undertaking shall be binding upon the Assignor's heirs, executors, administrators, successors and/or assigns and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Assignee.

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Application Date: 12 February 2002

SIGNED by	)
the ASSIGNOR	)
at: CLASGOW	
on: 10/02/03	) Signature: fol or
in the presence of:	) Joe CONNER
Witness	
Signature: Kathleen Jings	on.
Name: & KATHLEEN SIN	n Rson
Address: (2) GARDNER GRO TANNOCHSIDE UDDINGSTON G7	
SIGNED for and on behalf of	)
the ASSIGNEE at: LLASGOW	
on: 10/02/03	) Signature: S. Alaira Dan
on:/0/02/03	/ DIEJIUCUI V
in the presence of:	) Name: S. MOIRA BROWN
Witness	Position: OF DIRECTOR,
Signature: Kathlean Sings	
Name: KATHLEEN SIMPSO	<b>٨</b>
Address: WI GARDNER GROU	J <b>£</b>
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RECORDED: 08/11/2004