

09-12-2005

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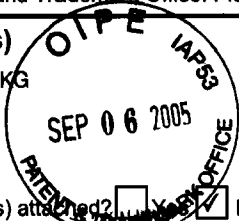
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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Proteome Sciences R&D GmbH & Co. KG



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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 30, 2005

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Electrophoretics Limited

Internal Address: _____

Street Address: Coveham House, Downside Bridge Road,

Cobham, Surrey KT11 3EP

City: _____

State: _____

Country: ENGLAND Zip: _____

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10/221,666

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Pillsbury Winthrop Shaw Pittman

Internal Address: _____

Street Address: 1600 Tysons Boulevard

City: McLean

State: Virginia Zip: 22102

Phone Number: 703.905.2000

Fax Number: 703.905.2500

Email Address: _____

6. Total number of applications and patents involved: 1

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
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 03-3975

Authorized User Name _____

9. Signature:

Jeffrey N. Townes Signature

September 6, 2005

Date

Jeffrey N. Townes

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

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 USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

09/09/2005 ECDOPER 00000192 033975 10221666
01 FC:0021 40.00 DA

PATENT
REEL: 016953 FRAME: 0514

Assignment

DATE: 30 June 2005

PARTIES:

1. **PROTEOME SCIENCES R&D GMBH & CO KG** (formerly known as Xzillion Proteomics GmbH & Co KG): a limited partnership formed in Germany on 21 March 2002 with registered number HRA 30493 and its registered office located at Altenhöferallee 3, D-60438 Frankfurt am Main ("Proteome"); and
2. **ELECTROPHORETICS LIMITED** a company incorporated in England and Wales on 24 December 1992 with registered company number 2776424 and its registered office at Coveham House, Downside Bridge Road, Cobham, Surrey KT11 3EP ("Electrophoretics").

RECITALS:

1. Proteome (then called Xzillion Proteomics GmbH & Co KG (registered number HRA 30493)) was established on 21 March 2002 by its sole limited partner Xzillion GmbH & Co KG (registered number HRA 29798) and its sole general partner Xzillion Proteomics Verwaltungs GmbH (with its registered office in Frankfurt am Main, registered number HRB 52072). Following formation of Proteome (then called Xzillion Proteomics GmbH & Co KG (registered number HRA 30493)), Xzillion GmbH & Co KG (registered number HRA 29798) transferred certain assets (including the Intellectual Property (as defined below)) to Proteome (then called Xzillion Proteomics GmbH & Co KG (registered number HRA 30493)) by an agreement dated 27 March 2002 (the "Contribution Agreement"). The assignment of the assets has been confirmed in a confirmatory assignment between Aventis Pharma Deutschland GmbH and Proteome dated 9th May 2005 (the "Aventis Assignment").
2. Under an agreement (Lizenzvertrag) dated 2nd April 2002 Proteome then called Xzillion Proteomics GmbH & Co KG (registered number 30493) granted an exclusive licence under the Intellectual Property for the genomics field (the "Genomics Licence").
3. By a sale and transfer agreement dated 4 July 2002 (deed No. 200/2002 of notary Dr. Günther Philipps, Frankfurt am Main), Proteome Sciences Plc acquired Proteome (then called Xzillion Proteomics GmbH & Co KG (registered number HRA 30493)), i.e. all shares in Proteome's general partner Xzillion Proteomics Verwaltungs GmbH (with its seat in Frankfurt am Main, registered number HRB 52072) and all limited partner interests in Proteome.

4. On or before 19th September 2002 Proteome (then called Xzillion Proteomics GmbH & Co KG (registered number HRA 30493)) changed its name to Xzillion GmbH & Co KG (registered number HRA 30493).
5. Following the acquisition of Proteome (then called Xzillion GmbH & Co KG (HRA 30493)), Proteome Sciences plc transferred the entirety of its interest in Xzillion GmbH & Co KG (HRA 30493), i.e. all shares in the general partner Xzillion Proteomics Verwaltungs GmbH (with its registered office in Frankfurt am Main, registered number HRB 52072) and all limited partner interests to Electrophoretics, a wholly owned subsidiary of Proteome Sciences plc, by a sale and assignment agreement dated 3 June 2003.
6. On 14 November 2003, Proteome (then called Xzillion GmbH & Co KG (HRA 30493)) changed its name to Proteome Sciences R&D GmbH & Co KG, retaining HRA 30493 as its company number.
7. On 3 February 2004 Proteome entered into an Intellectual Property Management Agreement with a limited partnership newly established under the name Xzillion GmbH & Co KG (registered number HRA 31435 on 2 April 2004) under the sole control of Proteome Sciences plc and therefore under common control with Proteome pursuant to which agreement Xzillion GmbH & Co KG (HRA 31435) was authorised to administer the Intellectual Property but gained no right, title or interest in the Intellectual Property.
8. Proteome Sciences R&D GmbH (HRA 30493) hereby wishes to assign to Electrophoretics and Electrophoretics wishes to accept such assignment its interest in various assets including the Intellectual Property on the following terms.

OPERATIVE PROVISIONS:

1 Assignment

- 1.1 In consideration of the sum of €10 (receipt of which is hereby acknowledged) Proteome hereby;

1.1.1 assigns with full title guarantee to Electrophoretics subject to the Genomics Licence absolutely:

- (a) all its rights, title and interest in and to the patents and patent applications identified in the Schedule to this Assignment throughout the world ("the Intellectual Property");
- (b) all rights and powers arising or accrued from such Intellectual Property including the right to sue for damages and other remedies and to have the benefit of any remedy obtained on any supposed infringement of such Intellectual Property before the date of this Assignment; and

- (c) the rights to apply for protection in any part of the world in relation to all or any part of the Intellectual Property including the right to apply for renewals and extensions and the right to claim priority from earlier applications.

2 Further Assurance

- 2.1 Proteome hereby covenants with Electrophoretics that it will, at its own expense, execute or sign all such instruments, applications and documents and do all things as may reasonably be required by Electrophoretics (or the nominee of Electrophoretics) to acquire the legal and equitable title to the Intellectual Property and to enjoy the full benefit of the property and rights hereby assigned and (if requested to do so by Electrophoretics), apply for any patents or other forms of protection and fully and effectually vest the same in Electrophoretics, or as Electrophoretics shall direct.
- 2.2 Proteome hereby assigns to Electrophoretics the benefit of the covenants received by it under the Aventis Assignment and agrees forthwith to give written notification of such assignment to Aventis Pharma and to send a copy of such notification to Electrophoretics.
- 2.3 Proteome represents and warrants to Electrophoretics that:
- (a) the information set out with respect to Proteome in recitals 1 to 8 is correct;
 - (b) as far as it is aware no claims have been notified to it challenging or threatening to challenge the use, validity or ownership of the Intellectual Property;
 - (c) as far as it is aware, all application, renewal and other official registry fees have been paid;
 - (d) Proteome has not transferred the Intellectual Property to any third party;
 - (e) there are no licences in existence relating to the Intellectual Property other than the Genomics Licence and a research use licence granted to Proteome by Electrophoretics; and
 - (f) save for the Genomics Licence there are no liens, encumbrances or other charges over the Intellectual Property.

3. General

- 3.1 Failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Assignment shall not be a waiver of them or the rights at any time subsequently to enforce all terms and conditions of this Assignment.
- 3.2 The obligations contained in this Assignment which have not been performed at completion of this Assignment shall survive completion.
- 3.3 This Assignment shall be binding on and for the benefit of each party's successors and personal representatives.
- 3.4 This Assignment is governed by English law, and the parties agree to submit to the exclusive jurisdiction of the English courts.

IN WITNESS whereof the parties hereto have hereunto set their respective hands the day and year first before written.

Signed by: CDJ Pearce

For and on behalf of

PROTEOME SCIENCES R&D GMBH & CO KG (HRA 30493)

By its sole general partner

PROTEOME SCIENCES R&D VERWALTUNGS GmbH

Name: CDJ PEARCETitle: Managing DirectorSigned by: James Malthouse

For and on behalf of

ELECTROPHORETICS LIMITED

Name: JAMES MALTHOUSETitle: DIRECTOR

SCHEDULE

Agent Code	Application Number	Filing Date	Published Title	Country Code	Publication Number	Publication Date	Grant Number	Grant Date	Status
Tandem Mass Tags (TMT 1)									
B5124	GB 982,659.7	27-Nov-98	Use of MS/MS to identify peptides	GB	Never published				Terminated 15-Feb-00
91736*	GB 0004141.6	14-Mar-00	Mass Labels	GB	Never published				Abandoned
108765	PCT/GB01/01122	8-Mar-01	Mass Labels	PCT	WO 01/68664	20-Sep-01			Granted National
208632	AU 240834/01	8-Mar-01	Mass Labels	AU	WO 01/68664	20-Sep-01			Pending
208633	NZ 521527	8-Mar-01	Mass Labels	NZ	WO 01/68664	20-Sep-01	NZ 521 527	20-Mar-04	Granted
208629	EP 01911912.2	8-Mar-01	Mass Labels	EP	WO 01/68664	20-Sep-01			Pending
208635	IL 151733	8-Mar-01	Mass Labels	IL	WO 01/68664	20-Sep-01			Pending
208634	CA 2402114	8-Mar-01	Mass Labels	CA	WO 01/68664	20-Sep-01			Pending
208636	CN 01109941.9	8-Mar-01	Mass Labels	CN	WO 01/68664	20-Sep-01			Pending
208640	NO 2002 4344	8-Mar-01	Mass Labels	NO	WO 01/68664	20-Sep-01			Pending
208639	US 10221866	8-Mar-01	Mass Labels	US	WO 01/68664	20-Sep-01			Pending
208631	JP 16775/2001	8-Mar-01	Mass Labels	JP	WO 01/68664	20-Sep-01			Pending
Peptide Tandem Mass Tags (TMT 2)									
202375*	EP 01307530.8	14-Sep-01	Mass Labels	EP	Never published				Abandoned
208649	PCT/GB02/04240	16-Sep-02	Mass Labels	PCT	WO 03/025576	27-Mar-03			Pending
210633	US 10489241	16-Sep-02	Mass Labels	US	WO 03/025576	27-Mar-03			Pending
210634	2003-529154	16-Sep-02	Mass Labels	JP	WO 03/025576	27-Mar-03			Pending
210635	CA 2460131	16-Sep-02	Mass Labels	CA	WO 03/025576	27-Mar-03			Pending
210636	2002 331952	16-Sep-02	Mass Labels	AU	WO 03/025576	27-Mar-03			Pending
210637	EP 02767850.1	16-Sep-02	Mass Labels	EP	WO 03/025576	27-Mar-03			Pending