

11-22-2005  
103123314  
PATENT

R SHEET

Our Ref.: 550-453

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.	
1. Name of conveying party(ies):  Timothy John Williams Peter John Jose David A. Griffiths-Johnson  Additional name/s of conveying party/ies attached? <input checked="" type="checkbox"/> 3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Assignment <input type="checkbox"/> Change of Name <input type="checkbox"/> Other  Execution Date: 4/13/2005 & 3/4/1996	2. Name and address of receiving party(ies):  (1) Name: IMPERIAL COLLEGE INNOVATIONS LIMITED Street Address: Sherfield Building Exhibition Road  City: London State/Country: United Kingdom      Zip: SW7 2AZ  (2) Name: Street Address: City: State/Country:      Zip:  Additional name/s & address/es attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Application number(s) or patent number(s): <input type="checkbox"/> This application is being filed together with a new application. A. Patent Application No(s). (1) 10/622,134 (2) (3)  B. Patent No(s). (1) 6,605,702 (2) 6,635,251 (3) 6,031,080 (4) 5,993,814  Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5. Name and address of party to whom correspondence concerning document should be mailed:  Name: B. J. Sadoff  Internal Address:  Street Address: Nixon & Vanderhye P.C. 901 North Glebe Road 11th Floor City: Arlington      State: VA      Zip: 22203
6. Total number of applications & patents involved: 5	7. Total fee (37 CFR 3.41) \$ 200.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account #14-1140  8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.
DO NOT USE THIS SPACE	
9. Statements 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.  B. J. Sadoff Name of Person Signing Reg. No. 36,663  Signature  November 17, 2005 Date  Total number of pages including original cover sheet, attachments, and document: [18]	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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PATENT  
REEL: 017240 FRAME: 0232

RECORDATION FORM COVER SHEET

**PATENTS ONLY**

Our Ref: 550-453

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Ludwig Institute for Cancer Research  
1345 Avenue of the Americas  
New York, NY 10105

Imperial College of Science, Technology and Medicine  
Sherfield Building  
Exhibition Road  
London SW7 2AZ, United Kingdom

2. Name:

Street Address:  
City:  
State:  
Zip:

4. Application number(s) or patent number(s):

A. Patent Application No(s).

(4)  
(5)  
(6)  
(7)  
(8)  
(9)

B. Patent No(s).

(4)  
(5)  
(6)  
(7)  
(8)  
(9)



THIS DEED OF ASSIGNMENT dated 13 April 2005 is between:-

- (1) Professor Timothy John Williams whose home address is [Brindleys, 38 Ewell Downs Road, Ewell, Surrey KT17 3BW ] ("Professor Williams");
- (2) Dr Peter John Jose whose home address is [17a Gladsdale Drive, Pinner, HA5 2PP ] ("Dr Jose");
- (3) Dr David A. Griffiths-Johnson whose home address is Flat G, 72 Worple Road, Wimbledon, London SW19 4HX. ("Dr Griffiths-Johnson");
- (4) IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE, whose address is Sherfield Building, Exhibition Road, London SW7 2AZ ("ICSTM"); and
- (5) IMPERIAL COLLEGE INNOVATIONS LTD, whose registered office is at Sherfield Building, Exhibition Road, London SW7 2AZ ("Innovations").

**WHEREAS:-**

- A. At the time the Intellectual Property was generated (as defined below) Professor Williams, Dr Jose and Dr Griffiths-Johnson were full-time employees of ICSTM, engaged by ICSTM to carry out research.
- B. In the course of their normal employment duties for ICSTM Professor Williams, Dr Jose and Dr Griffiths-Johnson together with Dr John Hsuan of the Ludwig Institute for Cancer Research made inventions and developed technology, materials and know-how relating to the development of Eosinophil Chemotactic Cytokines including without limitation inventions in respect of which patent applications have been made. Consequently, Professor Williams', Dr Jose's and Dr Griffiths-Johnson's share in the Intellectual Property (defined below) belongs to ICSTM pursuant to Section 39 of the Patents Act 1977.
- C. The Ludwig Institute for Cancer Research assigned to ICSTM all its right, title and interest in the Intellectual Property by virtue of an Assignment dated 4 March 1996 between The Ludwig Institute for Cancer Research and ICSTM.
- D. Professor Williams, Dr Jose and Dr Griffiths-Johnson have agreed to assign to ICSTM all their right, title and interest in the Intellectual Property subject to the provisions of this Assignment. ICSTM has agreed to assign to Innovations all its right, title and interest in the Intellectual Property subject to the provisions of this Assignment.

**THIS DEED OF ASSIGNMENT WITNESSES as follows:-**

**1. Definitions**

In this Assignment the following words shall have the following meanings:

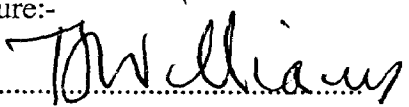
Intellectual Property	the Technology and Patents.
Technology	any and all inventions, technology, materials and know-how relating to the development of Eosinophil Chemotactic Cytokines and which have been developed by Professor Williams, Dr Jose, Dr Griffiths-Johnson and Dr John Hsuan and all rights in such inventions, technology, materials and know-how.
Patents	the patents and patent applications identified in the attached Schedule and any future patents and patent applications which are based upon or derive priority from those listed in the Schedule.

2. Professor Williams, Dr Jose and Dr Griffiths-Johnson warrant that together with Dr John Hsuan they were the sole inventors of the Intellectual Property.
3. Professor Williams, Dr Jose and Dr Griffiths-Johnson agree and acknowledge that the Intellectual Property was developed in the course of their normal duties as employees of ICSTM and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of their duties and that consequently their share in the Intellectual Property belongs to ICSTM pursuant to Section 39 of the Patents Act 1977. To the extent that they own any rights in the Intellectual Property they assign all rights in the Intellectual Property to ICSTM under clause 5 below.
4. ICSTM, Professor Williams, Dr Jose and Dr Griffiths-Johnson covenant with Innovations that they have not assigned or agreed to assign the Intellectual Property to any person, company or undertaking other than Innovations or ICSTM or otherwise encumbered the Intellectual Property.
5. **Assignment**
  - 5.1 In consideration of: (a) the sum of £1 now paid by ICSTM to Professor Williams, Dr Jose and Dr Griffiths-Johnson (the receipt of which Professor Williams, Dr Jose and Dr Griffiths-Johnson acknowledge) Professor Williams, Dr Jose and Dr Griffiths-Johnson hereby assign and transfer with full title guarantee absolutely to ICSTM all their right, title and interest in the Intellectual Property; and (b) Innovations agreeing to share with ICSTM income from the commercial exploitation of the Intellectual Property, ICSTM hereby assigns and transfers to Innovations absolutely and with full title guarantee all its right, title and interest in the Intellectual Property.

- (a) all patents and other intellectual property that may be granted pursuant to the applications listed in the attached Schedule, as well as all patents and other intellectual property that may derive priority from or have equivalent claims to or be based upon the Intellectual Property in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Intellectual Property shall be deemed to include all such items of property; and
  - (b) all rights of action, powers and benefits arising from ownership of the Intellectual Property, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment; and
  - (c) all rights of ownership of any materials that form part of the Intellectual Property, including without limitation any cell-lines, antibodies or other materials.
6. Professor Williams, Dr Jose and Dr Griffiths-Johnson and ICSTM shall each execute such documents and give such assistance as Innovations may require:-
- (a) to secure the vesting in Innovations of all their rights in the Technology and the Patents;
  - (b) to uphold Innovations' rights in the Technology and the Patents; and
  - (c) to defeat any challenge to the validity of, and resolve any questions concerning, the Technology and the Patents.
7. Professor Williams, Dr Jose and Dr Griffiths-Johnson and ICSTM hereby irrevocably appoint Innovations as their Attorney in their name to execute any document and do any act or thing which may be necessary to comply with the provisions of clause 6 above.
8. The validity, construction and performance of this Assignment shall be governed by English law, and Professor Williams, Dr Jose, Dr Griffiths-Johnson, ICSTM and Innovations submit to the jurisdiction of the English courts in respect of any dispute arising in connection therewith.
9. This Assignment shall be deemed to have taken effect on 4 March 1996.

EXECUTED AND DELIVERED AS A DEED by the parties:-

Signed as a Deed by Professor Timothy John Williams in the presence of a witness and delivered upon signature:-



Professor Timothy John Williams



witness signature

Dr James Edward Pease

witness name

"The Old Bakery"

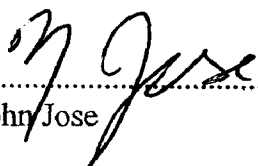
3 Silver Street

Stevington

Bedford MK43 7QN

witness address

Signed as a Deed by Dr Peter John Jose in the presence of a witness and delivered upon signature:-



Dr Peter John Jose



witness signature

Dr Sara Rankin.

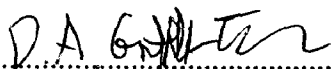
witness name

108 Clifford Gardens

London NW10 5JB

witness address

Signed as a Deed by Dr David A. Griffiths-Johnson in the presence of a witness and delivered upon signature:-



Dr David A. Griffiths-Johnson



witness signature

J E PEASE


witness name

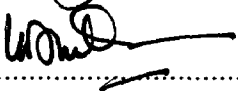
AS ABOVE

witness address

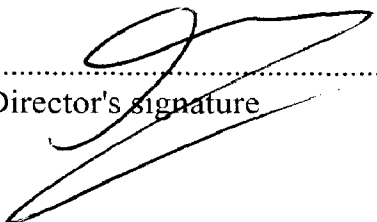
AS ABOVE

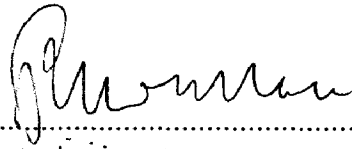
The Common Seal of Imperial College of )  
Science, Technology and Medicine was )  
affixed hereto, in the presence of two )  
authorised signatories )

Signed.....

Signed.....

Executed and delivered as a Deed by Imperial College Innovations Limited acting through two  
of its Directors:-

  
.....  
Director's signature

  
.....  
Director's signature

## ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 4<sup>th</sup> day of March 1996

### BETWEEN

1. The Ludwig Institute for Cancer Research of 1345 Avenue of the Americas, New York, NY 10105, United States of America (hereinafter the "Institute"); and
2. Imperial College of Science, Technology & Medicine of Sherfield Building, London SW7 2AZ, United Kingdom (hereinafter the "College")

### WHEREAS

- A. An invention was jointly made by Dr. Hsuan of the Institute and Timothy John Williams, Peter John Jose and David A. Griffiths-Johnson of the National Heart & Lung Institute of London (hereinafter "NHLI") relating to Eotaxin, a chemotactic chemokine (hereinafter the "Invention"); and
- B. International Patent Application No. PCT/GB94/02006 and United States Patent Application No. 08/470,323 were filed on the Invention in the joint names of the Institute and NHLI on 14th September, 1994 and 6th June, 1995 respectively both claiming priority from United Kingdom Patent Applications Nos. 9318984.3 and 9408602.2 filed on 14th September, 1993 and 29th April 1994 respectively (hereinafter all collectively referred to as the "Patent Applications"); and
- C. The Institute and NHLI entered into an agreement dated 7th October, 1993 (appended hereto as Appendix A) regarding ownership, responsibilities and sharing of proceeds from licensing in respect of the Invention (hereinafter the "Letter Agreement"); and
- D. On August 1, 1995 NHLI ceased to be an independent legal entity and became a constituent part of the College; and
- E. The College wishes to exploit the Invention commercially through its technology transfer agent, Imperial Exploitation Limited (hereinafter "IMPEL"); and
- F. The Institute has agreed to assign its rights in and to the Invention to the College in return for the consideration described in this Agreement.



**NOW, IT IS HEREBY AGREED as follows:**

1. The Institute hereby acknowledges that Dr. Hsuan's contribution to the Invention was made in the course of his normal duties as an employee of the Institute and that the circumstances were such that an invention might reasonably have been expected to result from the carrying out of those duties and that consequently his share in and of the Invention belongs to the Institute pursuant to Section 39 of the United Kingdom Patents Act 1977.
2. The College hereby acknowledges that Prof. Williams's, Dr. Jose's and Dr. Griffiths-Johnson's contributions to the Invention were made in the course of their normal duties as employees of the College and that the circumstances were such that an invention might reasonably have been expected to result from the carrying out of those duties and that consequently their share in and of the Invention belongs to the College pursuant to Section 39 of the United Kingdom Patents Act 1977.
3. In consideration for the College agreeing to share with the Institute income received by the College from the commercial exploitation of the Invention as specified in Clause 6 hereof the Institute to the extent of its share agreed to in the Letter Agreement assigns and confirms absolutely to the College:
  - (i) its entire right, title and interest in and to the Invention and the Patent Applications, and
  - (ii) the right to apply for and be granted patents or equivalent protection for the Invention in all countries of the world in its own name, and
  - (iii) its rights in all supporting technical drawings, designs and information in respect of the Invention.
4. The Institute covenants with the College that it has not assigned or agreed to assign any of its rights in the Invention or the Patent Applications to any other person, company or undertaking other than the College or otherwise encumbered the Invention or any of the Patent Applications.
5. The Institute hereby covenants that they will at the request and expense of the College:
  - (i) take all reasonable steps to assist the College to apply for and/or obtain the grant of patent or other forms of statutory protection in the United Kingdom in respect of the Invention, and
  - (ii) permit and enable the College to apply for and/or obtain patent or other forms of statutory protection in respect of the Invention in any territory outside the United Kingdom as may be required by the College, and
  - (iii) execute and do all such documents and things as may be necessary for the purpose of sub-paragraphs (i) and (ii) of this Clause 5 and for vesting any relevant rights in the College absolutely.

6. The College hereby agrees to pay to the Institute forty per cent (40%) of any Net Income (as hereinafter defined) received by the College or IMPEL from the commercial exploitation of the Invention.
7. "Net Income" shall mean licence fees, royalties or other sums of whatsoever kind received by the College from commercial exploitation of the Invention (hereinafter "Gross Income") less expenses, which shall mean all sums expended by the College to secure the protection and commercial exploitation of the Invention and not recovered by the College from a licensee or other third party, including:
  - (i) costs of filing, maintenance and prosecution of patents, patent applications and other form of statutory protection;
  - (ii) costs of proceedings by or against the College for the maintenance, enforcement or defence of any patent or other form of statutory protection or for revocation of or opposition to any patent or other form of statutory protection which the College deems to constitute an impediment to the exploitation of the Invention (including for the avoidance of doubt any costs or sums awarded against the College in any such proceedings);
  - (iii) Legal and other professional fees and expenses associated with actions referred to in sub-paragraphs (i) and (ii) of this Clause 7;
  - (iv) IMPEL's commission of 30% of Gross Income;
8. Where the Invention is exploited in conjunction with other inventions and patent rights owned by the College in such a manner that College receives royalties and other sums in respect of all such inventions and patent rights without distinction as to the amount deriving from each such invention, the Gross Income attributable to the Invention shall be as determined by the College after consultation with the Institute. In the event that the College and the Institute cannot agree on the Gross Income attributable to the Invention, both parties agree to resolve the dispute by arbitration and agree to be bound by the arbitrator's decision. The College and the Institute shall exchange their views of the Gross Income attributable to the Invention and shall agree on an independent arbitrator. If the parties are unable to agree on a single arbitrator, each party will name an independent arbitrator within sixty (60) days after such notice and the two named arbitrators will in turn name a third independent arbitrator within ninety (90) days after such notice. Statements by the parties supporting their respective positions will be filed with the arbitrator(s) within thirty (30) days after the parties agree on a single arbitrator or thirty (30) days after three arbitrators are named. The arbitrator(s) will issue a written decision within sixty (60) days thereafter setting the Gross Income attributable to the Invention. The arbitrator(s) will not be bound by the positions of the parties and may set a different proportion of the Gross Income attributable to the Invention which is deemed fair, equitable and consistent with standard practice in comparable cases. The decision will be final and binding on both parties and the cost of the arbitration will be shared equally by the parties. If either party rejects the decision, the rejecting party will pay the full cost of the arbitration.

9. College or its agent will pay the Institute the amounts due under Clause 6 herein within 31 days of the commencement of each calendar year for amounts received during the preceding calendar year and the Institute shall be notified of each payment by a report detailing such amounts and the calculation of each party's share thereof.

10. All payments hereunder shall be in English Pounds by bank transfer to the Institute's account as follows:

Beneficiary/Payee:	Ludwig Institute for Cancer Research
Account No.:	313 334-52-1
With:	Credit Suisse, Postfach CH-8070 Zurich, Switzerland
Clearing:	4835
SWIFT:	CRESCHZZ80A

11. The transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value exceeds sixty thousand pounds (£60,000).

12. Any and all notices and reports to be given shall be made in writing by facsimile and confirmed by mail addressed as follows:

To the Institute

f.a.o. Lloyd J. Old M.D.  
Chief Executive Officer  
The Ludwig Institute for Cancer Research  
1345 Avenue of the Americas  
New York, NY 10105, USA

Facsimile No. +1-212-765-6720

copies to:

f.a.o. Edward A. McDermott, Jr.  
President  
The Ludwig Institute for Cancer Research  
1345 Avenue of the Americas  
New York, NY 10105  
USA

Facsimile No. +1-212-765-6720

f.a.o. Prof. A. Munro Neville  
Ludwig Institute for Cancer Research  
6th Floor  
Glen House, Stag Place  
London SW1E 5AG  
England

Facsimile No. +44-171-828-5427

To the College

f.a.o. Dr. D.B. Thomas  
Pro-Rector (Research Contracts)  
Sherfield Building  
Imperial College of Science, Technology & Medicine  
London SW7 2AZ  
England

Facsimile No. +44-171-589-3553

13. Except as required by law or in the case of the Institute except as may be required in order to maintain its status as an exempt organisation under Sec. 501 (c) (3) of the U.S. Internal Revenue Code and regulations thereunder neither the Institute nor the College shall originate any publicity, news release, or other public announcement whether written or oral relating to this agreement amendments thereto or performance thereunder without the prior written approval of the other party.
14. This Agreement constitutes the entire agreement between the parties and supersedes all written or oral prior agreements and understandings between the parties, including the Letter Agreement.
15. This Agreement, its construction, validity, interpretation and performance shall be governed by the laws of England and be subject to the jurisdiction of the English courts.

**SIGNED, SEALED AND DELIVERED BY**

1. The Ludwig Institute for Cancer Research


  
Mr. E.A. McDermott  
President

Date: March 4, 1996

  
L.J. Old M.D.  
Chief Executive Officer

Date: March 4, 1996

2. Imperial College of Science, Technology & Medicine

  
Dr. D.B. Thomas  
Pro-Rector (Research Contracts)

Date: 28 February 1996

# ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 4<sup>th</sup> day of March 1996

## BETWEEN

1. The Ludwig Institute for Cancer Research of 1345 Avenue of the Americas, New York, NY 10105, United States of America (hereinafter the "Institute"); and
2. Imperial College of Science, Technology & Medicine of Sherfield Building, London SW7 2AZ, United Kingdom (hereinafter the "College")

## WHEREAS

- A. An invention was jointly made by Dr. Hsuan of the Institute and Timothy John Williams, Peter John Jose and David A. Griffiths-Johnson of the National Heart & Lung Institute of London (hereinafter "NHLI") relating to Eotaxin, a chemotactic chemokine (hereinafter the "Invention"); and
- B. International Patent Application No. PCT/GB94/02006 and United States Patent Application No. 08/470,323 were filed on the Invention in the joint names of the Institute and NHLI on 14th September, 1994 and 6th June, 1995 respectively both claiming priority from United Kingdom Patent Applications Nos. 9318984.3 and 9408602.2 filed on 14th September, 1993 and 29th April 1994 respectively (hereinafter all collectively referred to as the "Patent Applications"); and
- C. The Institute and NHLI entered into an agreement dated 7th October, 1993 (appended hereto as Appendix A) regarding ownership, responsibilities and sharing of proceeds from licensing in respect of the Invention (hereinafter the "Letter Agreement"); and
- D. On August 1, 1995 NHLI ceased to be an independent legal entity and became a constituent part of the College; and
- E. The College wishes to exploit the Invention commercially through its technology transfer agent, Imperial Exploitation Limited (hereinafter "IMPEL"); and
- F. The Institute has agreed to assign its rights in and to the Invention to the College in return for the consideration described in this Agreement.

**NOW, IT IS HEREBY AGREED as follows:**

1. The Institute hereby acknowledges that Dr. Hsuan's contribution to the Invention was made in the course of his normal duties as an employee of the Institute and that the circumstances were such that an invention might reasonably have been expected to result from the carrying out of those duties and that consequently his share in and of the Invention belongs to the Institute pursuant to Section 39 of the United Kingdom Patents Act 1977.
2. The College hereby acknowledges that Prof. Williams's, Dr. Jose's and Dr. Griffiths-Johnson's contributions to the Invention were made in the course of their normal duties as employees of the College and that the circumstances were such that an invention might reasonably have been expected to result from the carrying out of those duties and that consequently their share in and of the Invention belongs to the College pursuant to Section 39 of the United Kingdom Patents Act 1977.
3. In consideration for the College agreeing to share with the Institute income received by the College from the commercial exploitation of the Invention as specified in Clause 6 hereof the Institute to the extent of its share agreed to in the Letter Agreement assigns and confirms absolutely to the College:
  - (i) its entire right, title and interest in and to the Invention and the Patent Applications, and
  - (ii) the right to apply for and be granted patents or equivalent protection for the Invention in all countries of the world in its own name, and
  - (iii) its rights in all supporting technical drawings, designs and information in respect of the Invention.
4. The Institute covenants with the College that it has not assigned or agreed to assign any of its rights in the Invention or the Patent Applications to any other person, company or undertaking other than the College or otherwise encumbered the Invention or any of the Patent Applications.
5. The Institute hereby covenants that they will at the request and expense of the College:
  - (i) take all reasonable steps to assist the College to apply for and/or obtain the grant of patent or other forms of statutory protection in the United Kingdom in respect of the Invention, and
  - (ii) permit and enable the College to apply for and/or obtain patent or other forms of statutory protection in respect of the Invention in any territory outside the United Kingdom as may be required by the College, and
  - (iii) execute and do all such documents and things as may be necessary for the purpose of sub-paragraphs (i) and (ii) of this Clause 5 and for vesting any relevant rights in the College absolutely.

6. The College hereby agrees to pay to the Institute forty per cent (40%) of any Net Income (as hereinafter defined) received by the College or IMPEL from the commercial exploitation of the Invention.
7. "Net Income" shall mean licence fees, royalties or other sums of whatsoever kind received by the College from commercial exploitation of the Invention (hereinafter "Gross Income") less expenses, which shall mean all sums expended by the College to secure the protection and commercial exploitation of the Invention and not recovered by the College from a licensee or other third party, including:
  - (i) costs of filing, maintenance and prosecution of patents, patent applications and other form of statutory protection;
  - (ii) costs of proceedings by or against the College for the maintenance, enforcement or defence of any patent or other form of statutory protection or for revocation of or opposition to any patent or other form of statutory protection which the College deems to constitute an impediment to the exploitation of the Invention (including for the avoidance of doubt any costs or sums awarded against the College in any such proceedings);
  - (iii) Legal and other professional fees and expenses associated with actions referred to in sub-paragraphs (i) and (ii) of this Clause 7;
  - (iv) IMPEL's commission of 30% of Gross Income;
8. Where the Invention is exploited in conjunction with other inventions and patent rights owned by the College in such a manner that College receives royalties and other sums in respect of all such inventions and patent rights without distinction as to the amount deriving from each such invention, the Gross Income attributable to the Invention shall be as determined by the College after consultation with the Institute. In the event that the College and the Institute cannot agree on the Gross Income attributable to the Invention, both parties agree to resolve the dispute by arbitration and agree to be bound by the arbitrator's decision. The College and the Institute shall exchange their views of the Gross Income attributable to the Invention and shall agree on an independent arbitrator. If the parties are unable to agree on a single arbitrator, each party will name an independent arbitrator within sixty (60) days after such notice and the two named arbitrators will in turn name a third independent arbitrator within ninety (90) days after such notice. Statements by the parties supporting their respective positions will be filed with the arbitrator(s) within thirty (30) days after the parties agree on a single arbitrator or thirty (30) days after three arbitrators are named. The arbitrator(s) will issue a written decision within sixty (60) days thereafter setting the Gross Income attributable to the Invention. The arbitrator(s) will not be bound by the positions of the parties and may set a different proportion of the Gross Income attributable to the Invention which is deemed fair, equitable and consistent with standard practice in comparable cases. The decision will be final and binding on both parties and the cost of the arbitration will be shared equally by the parties. If either party rejects the decision, the rejecting party will pay the full cost of the arbitration.

9. College or its agent will pay the Institute the amounts due under Clause 6 herein within 31 days of the commencement of each calendar year for amounts received during the preceding calendar year and the Institute shall be notified of each payment by a report detailing such amounts and the calculation of each party's share thereof.

10. All payments hereunder shall be in English Pounds by bank transfer to the Institute's account as follows:

Beneficiary/Payee:	Ludwig Institute for Cancer Research
Account No.:	313 334-52-1
With:	Credit Suisse, Postfach CH-8070 Zurich, Switzerland
Clearing:	4835
SWIFT:	CRESCHZZ80A

11. The transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value exceeds sixty thousand pounds (£60,000).

12. Any and all notices and reports to be given shall be made in writing by facsimile and confirmed by mail addressed as follows:

To the Institute

f.a.o. Lloyd J. Old M.D.  
Chief Executive Officer  
The Ludwig Institute for Cancer Research  
1345 Avenue of the Americas  
New York, NY 10105, USA

Facsimile No. +1-212-765-6720

copies to:

f.a.o. Edward A. McDermott, Jr.  
President  
The Ludwig Institute for Cancer Research  
1345 Avenue of the Americas  
New York, NY 10105  
USA

Facsimile No. +1-212-765-6720

f.a.o. Prof. A. Munro Neville  
Ludwig Institute for Cancer Research  
6th Floor  
Glen House, Stag Place  
London SW1E 5AG  
England

Facsimile No. +44-171-828-5427

To the College

f.a.o. Dr. D.B. Thomas  
Pro-Rector (Research Contracts)  
Sherfield Building  
Imperial College of Science, Technology & Medicine  
London SW7 2AZ  
England

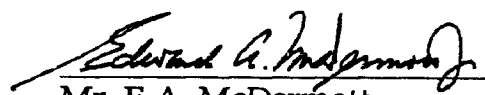
Facsimile No. +44-171-589-3553



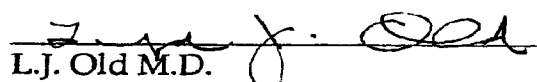
13. Except as required by law or in the case of the Institute except as may be required in order to maintain its status as an exempt organisation under Sec. 501 (c) (3) of the U.S. Internal Revenue Code and regulations thereunder neither the Institute nor the College shall originate any publicity, news release, or other public announcement whether written or oral relating to this agreement amendments thereto or performance thereunder without the prior written approval of the other party.
14. This Agreement constitutes the entire agreement between the parties and supersedes all written or oral prior agreements and understandings between the parties, including the Letter Agreement.
15. This Agreement, its construction, validity, interpretation and performance shall be governed by the laws of England and be subject to the jurisdiction of the English courts.

**SIGNED, SEALED AND DELIVERED BY**

1. The Ludwig Institute for Cancer Research

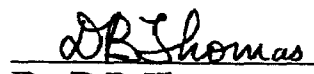
  
\_\_\_\_\_  
Mr. E.A. McDermott  
President

Date: March 4, 1996

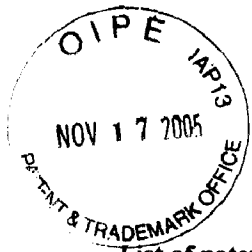
  
\_\_\_\_\_  
L.J. Old M.D.  
Chief Executive Officer

Date: March 4, 1996

2. Imperial College of Science, Technology & Medicine

  
\_\_\_\_\_  
Dr. D.B. Thomas  
Pro-Rector (Research Contracts)

Date: 29 February 1996



## SCHEDULE

### List of patent applications covered by this Assignment

1. United States Patent Application Serial No. 08/470,323 filed on June 6, 1995 entitled "Chemotactic Cytokine" and published as US6031080
2. United States Patent Application Serial No. 09/195457 filed on November 18, 1998 entitled "Chemotactic Cytokine" and published as US6605702
3. United States Patent Application Serial No. 08/615232 filed on September 14, 1994 entitled "Inhibitors/Agents for Inhibition of Chemoattractant/Eotaxin" and published as US5993814
4. United States Patent Application Serial No. 09/291038 filed on April 14, 1999 entitled "Eotaxin-Specific Antibodies" and published as US6635251
5. United States Patent Application Serial No. 10/622134 filed on July 18, 2003, divisional of US09/291038, entitled "Eotaxin antibody"