



REC 12-05-2005 T



Our Ref.: 37-47

11-30-05

To the Director of the U.S. Patent and Trademark Office 103129786 1 original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>IMPERIAL COLLEGE INNOVATIONS LIMITED 47 Prince's Gate London SW7 2QA United Kingdom</p> <p>Additional name/s of conveying party/ies attached? <input type="checkbox"/></p> <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Assignment <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: <u>May 13, 1998</u></p>	<p>2. Name and address of receiving party(ies):</p> <p>(1) Name: INSTITUTE OF CHILD HEALTH Street Address: University College London Medical School 30 Guilford Street City: London State/Country: United Kingdom Zip: WC1N 1EH</p> <p>(2) Name: Street Address: City: State/Country: Zip:</p> <p>Additional name/s & address/es attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or patent number(s): <input type="checkbox"/> This application is being filed together with a new application.</p> <p>A. Patent Application No(s): (1) (2) (3)</p>	<p>B. Patent No(s): (1) 6,083,741 (2) (3)</p> <p>Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>B. J. Sadoff</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>Nixon & Vanderhye P.C.</u> <u>901 North Glebe Road</u> <u>11th Floor</u></p> <p>City: <u>Arlington</u> State: <u>VA</u> Zip: <u>22203</u></p>	<p>6. Total number of applications & patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account #14-1140</p> <p>8. The Commissioner is hereby authorized to charge any <u>deficiency</u> 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.</p>
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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 [Signature] November 30, 2005
Name of Person Signing Signature Date
Reg. No. 36,663

Total number of pages including **original** cover sheet, attachments, and document: [4]

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

12/02/2005 ECDOPER 00000193 6063741

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THIS AGREEMENT is made the 15th day of August 1998 between

- (1) Institute of Child Health, University College London Medical School, 30 Guilford Street, London WC1N 1EH ("ICH")
and
- (2) Imperial College Innovations Limited, 47 Prince's Gate, London SW7 2QA ("IC Innovations") formerly known as Imperial Exploitation Limited

WHEREAS

- A. IC Innovations owns an invention relating to the internalisation of DNA using conjugates of Poly-L Lysine and an integrin receptor ("the Invention") in respect of which International Patent Application Number PCT/GB95/02706 ("the College Patent") has been filed.
- B. IC Innovations wishes to assign its rights in the Invention and the College Patent to ICH and ICH wishes to take assignment of such rights.
- C. ICH and IC Innovations have entered into an agreement of even date herewith which provides for ICH to pay to IC Innovations a share of revenue generated from exploitation of, inter alia, the College Patent ("the Revenue Sharing Agreement").

IT IS HEREBY AGREED as follows:

1. In consideration of the revenue receivable by IC Innovations from ICH pursuant to the Revenue Sharing Agreement IC Innovations assigns and confirms absolutely to ICH:
 - (i) its entire right, title and interest in and to the Invention and the College Patent; and
 - (ii) the right to apply for and be granted a patent for the Invention in the United Kingdom; and
 - (iii) the right to apply for patents or equivalent protection for the Invention in any country outside the United Kingdom and the right to claim priority under the International Convention for the Protection of Intellectual Property.
2. ICH accepts such assignment.
3. IC Innovations warrants that it has full right and title to the Invention and the College Patent and has not agreed to assign its

right and title therein to any other person or entity other than ICH or otherwise encumbered the Invention or the College Patent.

- 4. 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 or value exceeds £60,000 (sixty thousand pounds).
- 5. This Agreement. its construction and performance shall be governed by the laws of England and subject to the jurisdiction of the English courts.

SIGNED FOR AND ON BEHALF OF

Institute for Child Health, University College London Medical School

[Handwritten Signature]
.....

(Signature)

PROF. R. J. LEVINSEY (DEAN)
.....

(Name and position)

in the presence of:-

[Handwritten Signature]

DR BARBARA BYTH (HEAD, R&D OFFICE)

Imperial College Innovations Limited

[Handwritten Signature]
.....

(Signature)

Dr Jonathan Gee, Chief Executive

in the presence of:-

[Handwritten Signature] *SUSAN JACOBS*
[Handwritten Signature]
IC Innovations Ltd.

assignment/ich/icinnovations

SCHEDULE

Part 1

Patents

Country of Registration

Number

GB	PCT/GB95/02706 PCT/GB97/11115.7 PCT/GB98/01577
CA	2204254
EU	95937946.2
JP	8-516665
US	08/836786