



04-17-2006



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Our Ref.: 1208-67

4/12/06

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):  
BTG International Limited

Additional name/s of conveying party/ies attached?

3. Nature of conveyance:  
 Assignment       Merger  
 Security Assignment       Change of Name  
 Other

Execution Date: March 14, 2005

2. Name and address of receiving party(ies):

Name: Alizyme Therapeutics Limited  
Internal Address: \_\_\_\_\_  
Street Address: Granta Park  
Great Abington  
City: Cambs  
State/Country: United Kingdom  
Zip: CB1 6GX

Additional name/s & address/es attached?  Yes  No

4. Application number(s) or patent number(s):  This application is being filed together with a new application.

A. Patent Application No(s).  
(1)  
(2)  
(3)

Additional numbers attached  Yes  No

B. Patent No(s).  
(1) 5,294,448  
(2)  
(3)

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

Name: Leonard C. Mitchard  
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: 1

7. Total fee (37 CFR 3.41) \$ 40.00  
 Enclosed  
 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.

Leonard C. Mitchard      April 12, 2006  
Name of Person Signing      Signature      Date  
Reg. No. 29,009

Total number of pages including **original** cover sheet, attachments, and document: 6

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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DATED: 14<sup>th</sup> MARCH 2005  
IP/Z39831/RBB/GEL : LN:1C6516F\_9(1)

# Patent Assignment

between

**BTG International Limited**  
the Assignor

and

**Alizyme Therapeutics Limited**  
the Assignee

relating to

**Patents**

**BETWEEN:**

- (1) **BTG INTERNATIONAL LIMITED** (the "Assignor") whose company registration number in England and Wales is 2664412 and whose registered address is at 10 Fleet Place, Limeburner Lane, London, EC4M 7SB, England; and
- (2) **ALIZYME THERAPEUTICS LIMITED** (the "Assignee") whose company registration number in England and Wales is 2762675 and whose registered office is at Granta Park, Great Abington, Cambs CB1 6GX.

**Background:**

- (A) The Assignor has agreed to assign to the Assignee the Patents.

The parties agree that:

1. **Interpretation**

- 1.1 In this Agreement, the following expressions shall have the following meanings:

"Patents" means the patents and patent applications whose details appear in schedule 1.

2. **Assignment**

- 2.1 The Assignor hereby assigns to the Assignee all its right, title, and interest in the Patents free from encumbrances, except for encumbrances disclosed in writing or otherwise known to the Assignee, and together with all rights transferable with such encumbrances. Such assignment shall include, without limitation:

- (A) all rights to bring any proceedings and obtain any remedy in respect of any infringement of the Patents which has occurred prior to the date of this Agreement;
- (B) all rights to claim priority from the Patents and file patent applications in respect of the inventions disclosed by the Patents;
- (C) all rights to any continuations, continuations in part, divisions, extensions, amendments, conversions, reissues, re-examinations, renewals or restorations of the Patents

to hold the same to the Assignee, its successors and assigns absolutely.

3. **Consideration**

- 3.1 In consideration for the assignment in clause 2.1, the Assignee pays to the Assignor the sum of £1 (+ VAT, if applicable), receipt of which is acknowledged by the Assignor.

4. **Further Assistance**

- 4.1 The Assignor shall provide all formal assignments of the Patents and any necessary powers of attorney that may be required for filing by the Assignee or its agents with the respective Patent Offices to effect registration of the assignments, in each case duly executed by or on behalf of the Assignor. The Assignor will use all reasonable efforts to provide the Assignee with such formal assignments and powers of attorney within 21 days

after signature of this Agreement and in any event will provide them within 2 months of signature of this Agreement.

- 4.2 The Assignor shall, at the request and cost of the Assignee, execute and do all such documents, acts and things as may be necessary on the part of the Assignor to give effect to this Agreement including the transfer of any documents, files and materials and also the execution of any documents, additional to those documents required to be provided to the Assignee under clause 4.1 above, which may be necessary to effect the registration of the assignments of the Patents at the respective Patent Offices. Responsibility for matters affecting the Patents will be transferred by the Assignor to the Assignee (or its nominated agents) on provision of the documents required to be provided to the Assignee under clause 4.1 above, and prior to such transfer of responsibility the Assignor shall promptly inform the Assignee of any steps that need to be taken to prosecute, maintain (including payment of renewal fees), defend or enforce the Patents and shall, subject to the Assignee agreeing to pay the Assignor's external costs, execute and do all such documents, acts and things as the Assignee may request in relation to the prosecution, maintenance, defence and enforcement of the Patents. For the avoidance of doubt, the documents required to be provided to the Assignee under clause 4.1 above shall be provided at the Assignor's own cost.

5. **Law and Jurisdiction**

- 5.1 This Agreement shall be governed by and construed in accordance with English law.
- 5.2 In respect of any dispute or disagreement arising under or in connection with this Agreement, each of the parties shall submit to the exclusive jurisdiction of the English Courts.

**IN WITNESS WHEREOF** the duly authorised representatives of the parties have signed this Agreement on the date first before written.

**SCHEDULE 1 : The Patents**

**Delayed Release Formulations (1) (BTG Ref: DC 132854)**

Country	Filing number	Filing date	Grant No.	Grant Date	Expiry Date
AUSTRIA	E75936	25/MAY/1989	0343993	13/MAY/1992	25/MAY/2009
BELGIUM	89305318.1	25/MAY/1989	0343993	13/MAY/1992	25/MAY/2009
CANADA	600598	25/MAY/1989	1339081	29/JUL/1997	29/JUL/2014
DENMARK	PA199000202	25/MAY/1989	175257	26/JUL/2004	25/MAY/2009
FINLAND	90/0410	25/MAY/1989	099085	10/OCT/1997	25/MAY/2009
FRANCE	89305318.1	25/MAY/1989	0343993	13/MAY/1992	25/MAY/2009
GERMANY	68901494.5	25/MAY/1989	0343993	13/MAY/1992	25/MAY/2009
GREECE	920400904	25/MAY/1989	0343993	13/MAY/1992	25/MAY/2009
ITALY	92/68312	25/MAY/1989	0343993	13/MAY/1992	25/MAY/2009
JAPAN	89/505660	25/MAY/1989	2898036	12/MAR/1999	25/MAY/2009
LUXEMBOURG	89305318.1	25/MAY/1989	0343993	13/MAY/1992	25/MAY/2009
NETHERLANDS	89305318.1	25/MAY/1989	0343993	13/MAY/1992	25/MAY/2009
NORWAY	19900356	25/MAY/1989	179274	11/SEP/1996	25/MAY/2009
SPAIN	89305318.1	25/MAY/1989	0343993	13/MAY/1992	25/MAY/2009
SWEDEN	89305318.1	25/MAY/1989	0343993	13/MAY/1992	25/MAY/2009
SWITZERLAND	89305318.1	25/MAY/1989	0343993	13/MAY/1992	25/MAY/2009
UNITED KINGDOM	89305318.1	25/MAY/1989	0343993	13/MAY/1992	25/MAY/2009
USA	07/438488	25/MAY/1989	5108758	28/APR/1992	25/MAY/2009

**Delayed Release Formulations (2) (BTG Ref: DC 133270)**

Country	Filing number	Filing date	Grant No.	Grant Date	Expiry Date
AUSTRIA	E103174	22/NOV/1990	0502032	23/MAR/1994	22/NOV/2010
BELGIUM	90917183.7	22/NOV/1990	0502032	23/MAR/1994	22/NOV/2010
CANADA	2069485	22/NOV/1990	2069485	18/APR/2000	22/NOV/2010
DENMARK	90917183.7	22/NOV/1990	0502032	23/MAR/1994	22/NOV/2010
FINLAND	92/2369	22/NOV/1990	103091	30/APR/1999	22/NOV/2010
FRANCE	90917183.7	22/NOV/1990	0502032	23/MAR/1994	22/NOV/2010
GERMANY	69007623.1	22/NOV/1990	0502032	23/MAR/1994	22/NOV/2010
GREECE	940401634	22/NOV/1990	0502032	23/MAR/1994	22/NOV/2010
HUNGARY	92/01719	22/NOV/1990	209243	28/SEP/1994	22/NOV/2010
ITALY	90917183.7	22/NOV/1990	0502032	23/MAR/1994	22/NOV/2010
JAPAN	91/500199	22/NOV/1990	2975680	03/SEP/1999	22/NOV/2010
LUXEMBOURG	90917183.7	22/NOV/1990	0502032	23/MAR/1994	22/NOV/2010
NETHERLANDS	90917183.7	22/NOV/1990	0502032	23/MAR/1994	22/NOV/2010
NEW ZEALAND	236188	22/NOV/1990	236188	16/MAR/1993	22/NOV/2010
NIGERIA	90/0245	22/NOV/1990	11551	16/AUG/1994	22/NOV/2010
NORWAY	19922026	22/NOV/1990	303424	13/JUL/1998	22/NOV/2010
RUSSIAN FEDERATION	5052091	22/NOV/1990	2093148	20/OCT/1997	22/NOV/2010
SOUTH AFRICA	90/9384	22/NOV/1990	90/9384	29/JUL/1992	22/NOV/2010
SPAIN	90917183.7	22/NOV/1990	0502032	23/MAR/1994	22/NOV/2010
SWEDEN	90917183.7	22/NOV/1990	0502032	23/MAR/1994	22/NOV/2010
SWITZERLAND	90917183.7	22/NOV/1990	0502032	23/MAR/1994	22/NOV/2010
UNITED KINGDOM	90917183.7	22/NOV/1990	0502032	23/MAR/1994	22/NOV/2010
USA	07/867696	22/NOV/1990	5294448	15/MAR/1994	15/MAR/2011

Signed by  
(director)  
for and on behalf of  
BTG International Limited

)  
) *Inouise Mahi*  
)  
)

Signed by  
(director)  
for and on behalf of  
Alizyme Therapeutics Limited

)  
) *R. T. Palmer*  
)  
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