

10-04-2006

FORM PTO-1595



FRONT SHEET

U.S. Department of Commerce

103316696

To the Honorable Commission

Please record the attached original documents or copy thereof.

10-3-06

1. Name and address of conveying party(ies):
 Name: Auckland UniServices Limited
 Street Address: 58 Symonds Street
 City: Auckland
 Country: New Zealand ZIP: _____
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: Cancer Research Ventures Limited
 Internal Address: _____
 Internal Address: Cambridge House
 Street Address: 6-10 Cambridge Terrace, Regent's Park
 City: London
 Country: United Kingdom ZIP: NW1 4JL
 Additional name(s) and address(es) attached? Yes No

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: August 6, 2001

4. Application number(s) or registration numbers:
If being submitted with New Application, execution date of application is:
 A. Patent Application No.(s) 10/946,833
 B. Patent No.(s) _____
 Additional numbers attached? Yes No

6. Total number of application and patents involved: 1
 7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to charge deficiencies to deposit account
 8. Deposit account number: 04-1105 Ref. 205538/2252
 (Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Kathleen Williams
 Internal Address: Edwards Angell Palmer & Dodge LLP
 Street Address: P.O. Box 55874
 City: Boston State: MA ZIP: 02205

DO NOT USE THIS SPACE

9. 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.
Kathleen Williams
 Name of Person Signing

Signature

September 29, 2006
 Date

Total number of pages comprising cover sheet attachment and document: 10

Mail documents to be recorded with required cover sheet information to:
 Mail Stop Assignment and Recordation Services, Commissioner of Patents and Trademarks,
 P.O. Box 1450, Alexandria, VA 22313-1450

10/03/2006 NJAMA1 00000026 041105 10946833

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(40.00 DA)

THIS ASSIGNMENT is made the 6 day of August 2001

BETWEEN:

- (1) **AUCKLAND UNISERVICES LIMITED** a company registered in New Zealand (registered number AK/373821) whose registered office is at 58 Symonds Street, Auckland, New Zealand (the "Assignor"); and
- (2) **CANCER RESEARCH VENTURES LIMITED** a company registered in England (registered number 3521378) whose registered office is at Cambridge House, 6-10 Cambridge Terrace, Regent's Park, London NW1 4JL ("CRV")

WHEREAS:

- (A) The Assignor owns or controls certain intellectual property and materials.
- (B) In accordance with an agreement dated 27 March 2001 made between the Assignor and CRV, the Assignor has agreed to assign to CRV such intellectual property rights and materials on the following terms and conditions.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Assignment and in the Schedules to this Agreement the following words and phrases shall have the following meanings unless the context requires otherwise:

"Assigned Intellectual Property" means the Current Know How, Current Materials, Current Patent Rights and the Future Intellectual Property.

"Assignment" means this assignment and any and all schedules, appendices and other addenda to it as may be varied from time to time in accordance with the provisions of this assignment.

"Current Know How" means any Know How arising as a result of Current Research.

"Current Materials" means any Materials arising as a result of Current Research.

"Current Patent Rights" means the patent applications particulars of which are set out in Schedule 2 and all of the Assignor's right, title and interest in any other Patent Rights claiming, covering or otherwise based on inventions forming part of Current Know How or inventions comprised in Current Materials together with any Patent Rights derived or claiming priority from any of the foregoing.

- "Current Research"* means any and all research in the Field carried out by the Researchers at the University on or prior to the date of this Assignment.
- "DMXAA Patents"* means the patents particulars of which are set out in Schedules 1 together with any other Patent Rights derived directly or claiming priority therefrom.
- "Documents"* means reports, research notes, charts, graphs, comments, computations, analyses, recordings, photographs, paper, notebooks, books, files, ledgers, records, tapes, discs, diskettes, CD-ROMs, computer programs and documents thereof, computer information storage means, samples of material, other graphic or written data and any other media on which Know How can be permanently stored.
- "Field"* means the use in any form of therapy in humans of 5,6-dimethylxanthenone-4-acetic acid either alone or in combination with any other therapeutic agent or agents.
- "Future Intellectual Property"* means any Intellectual Property and Materials which:
- (i) subsist in, are embodied by or consist of any Improvements; and
 - (ii) are generated or developed by any or all of the Researchers at the University undertaking research in the Field between the date of this Assignment and 26 March 2003.
- "Improvements"* means any improvement, enhancement, alteration or modification to, or which exemplifies, or which is useful in the commercial exploitation of, any of the inventions claimed in the Current Patents.
- "Intellectual Property"* means any Patent Rights, registered and unregistered design rights, database rights, copyrights (excluding those subsisting in published academic articles), Know-How and all other rights which may subsist in any part of the world in Know-How and Materials.
- "Know How"* means unpatented technical and other information which is not in the public domain including, but not limited to, ideas, concepts, patentable and non-patentable inventions, discoveries, data, formulae, specifications, drawings, manuals, information, methods and processes for synthesis thereof, chemical compounds including derivatives, analogues and precursors, instrumentation, procedures for experiments and tests and results of experimentation

and testing and results of research and development including laboratory records and data analyses. Know How includes Documents containing Know How. The fact that an item is known to the public shall not be taken to exclude the possibility that a compilation including the item, and/or a development relating to the item, is (or remains) known to the public. Know How includes any rights including any copyright, database and design rights protecting any Know How.

"Materials"

means any chemical or biological substances including any:

- (i) organic or inorganic element or compound;
- (ii) nucleotide or nucleotide sequence including DNA and RNA sequences;
- (iii) gene;
- (iv) vector or construct including plasmids, phages, bacterial vectors, bacteriophages and viruses;
- (v) host organism including bacteria, fungi, algae, protozoa and hybridomas;
- (vi) eukaryotic or prokaryotic cell line or expression system or any development strain or product of that cell line or expression systems;
- (vii) protein including any peptide or amino acid sequence, enzyme, antibody or protein conferring targeting properties and any fragment of a protein or a peptide enzyme or antibody;
- (viii) drug or pro-drug;
- (ix) assay or reagent; or
- (x) any other genetic or biological material or micro-organism.

"Parties"

means the Assignor and CRV and "Party" shall be construed accordingly.

"Patent Rights"

means any patent applications, patents, author certificates, inventor certificates, utility models and all foreign counterparts of them and includes all divisions, renewals, continuations, continuations-in-part,

extensions, reissues, substitutions, confirmations, registrations, revalidations and additions of or to them, as well as any SPC, or any like form of protection.

"Researchers"

means Professor Bill Denny, Professor Geoffrey Krissansen, Associate Professor Bill Wilson and Professor Bruce Baguley together with any other person working under their supervision at the University.

"SPC"

means a right based on a patent pursuant to which the holder of the right is entitled to exclude third parties from using, making, having made, selling or otherwise disposing or offering to dispose of, importing or keeping the product to which the right relates, such as Supplementary Protection Certificates in Europe, and any similar right anywhere in the world.

"University"

means the University of Auckland.

- 1.2 The headings used in this Assignment shall not affect its interpretation except in the Schedule.

2. ASSIGNMENT

- 2.1 In consideration of the payment of the sum of one pound sterling by CRV to the Assignor, receipt of which is hereby acknowledged, the Assignor hereby assigns (where relevant by way of present assignment of future rights) with full title guarantee to CRV absolutely, free from all encumbrances, all of its right, title and interest throughout the world (including the United States of America) in and to:

2.1.1 the Assigned Intellectual Property;

2.1.2 all rights and powers arising or accrued from the Assigned Intellectual Property including the right to recover and take all such proceedings as may be necessary for the recovery of damages and/or other remedies in respect of all infringements whether committed before or after the date of this Assignment and to have the benefit of any remedy obtained on any infringement or alleged infringement before the date of this Assignment; and

2.1.3 the right to apply for, prosecute and to obtain Patent Rights in any part of the world in respect of the Current Patent Rights and to claim priority from the date of any application embodied in the Current Patent Rights, with the intent that the grant of any patents or similar protection shall be in the name of and vest in CRV.

- 2.2 The Assignor warrants that:

2.2.1 it will have full right, power and authority to assign of all of its property, right, title and interest in the Assigned Intellectual Property by the time such assignment is take place under the terms of this Assignment;

- 2.2.2 no third party has any right, title or interest in or to the Assigned Intellectual Property and that in so far as the Assigned Intellectual Property is not vested in the Assignor at the date hereof the Assignor has the right to call for the assignment of the Assigned Intellectual Property;
 - 2.2.3 at the date of this Assignment it has not and, at the date of actual assignment will not have previously assigned, transferred, conveyed or otherwise encumbered its right, title and interest in the Assigned Intellectual Property; and
 - 2.2.4 as far as it is aware, neither the University nor any of the employees of the University has done any thing whereby the whole or any part of the rights assigned under this Assignment might be invalidated or registration of them refused.
- 2.3 The Assignor agrees that in the event that research is undertaken in the Field by the Researchers at the University between the date hereof and 26 March 2003 in circumstances that give rise or may give rise to third party interests in the Future Intellectual Property, including by way of example but without limitation where third party Materials are used or such research is undertaken in collaboration with third parties, the Assignor shall notify CRV of such circumstances and procure that such third parties do not gain any interest in the Future Intellectual Property.

3. FURTHER ASSURANCE

- 3.1 The Assignors shall within 30 days of the date of this Assignment transfer, or procure the transfer, to CRV of all files and documents (if any) relating to the prosecution and maintenance of the Application in the power, possession or control of the Assignors at the cost of CRV.
- 3.2 At the request and cost of CRV and without unreasonable delay, the Assignor shall:
 - 3.2.1 assist in the prosecution of any Patent Rights derived from the Assigned Intellectual Property and in defending and/or enforcing the Assigned Intellectual Property and/or any and all Patent Rights derived therefrom; and
 - 3.2.2 sign, execute, make and do all such further deeds, documents, acts and things as CRV may reasonably require to give effect to this Assignment and to allow CRV to enjoy the full benefit of the rights hereby assigned.

4. GENERAL

- 4.1 Failure by any of the parties 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.
- 4.2 This Assignment shall be binding on and for the benefit of each party's successors and personal representatives.

5. GOVERNING LAW AND JURISDICTION

5.1 All matters relating to this Assignment shall be governed by English law and the Parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1

DMXAA Patents

TITLE	INVENTORS	COUNTRY	PATENT No.	DATE OF FILING	STATUS
Compounds having anti-tumour and antibacterial properties	Bruce Baguley William Denny Graham Atwell Gordon Rewcastle	USA	US5281620	13/7/1992	Granted
"	"	Austria	EP0278176	22/12/1987	Granted
"	"	Belgium	EP0278176	22/12/1987	Granted
"	"	France	EP0278176	22/12/1987	Granted
"	"	Germany	P3789299.1	22/12/1987	Granted
"	"	Greece	3012092	22/12/1987	Granted
"	"	Hong Kong	1000801	10/12/1997	Granted
"	"	Italy	EP0278176	22/12/1987	Granted
"	"	Japan	325109/87	22/12/1987	Granted
"	"	Liechtenstein	EP0278176	22/12/1987	Granted
"	"	Luxembourg	EP0278176	22/12/1987	Granted
"	"	Netherlands	EP0278176	22/12/1987	Granted
"	"	Spain	EP0278176	22/12/1987	Granted
"	"	Sweden	EP0278176	22/12/1987	Granted
"	"	Switzerland	EP0278176	22/12/1987	Granted
"	"	United Kingdom	EP0278176	22/12/1987	Granted

SCHEDULE 2

Combination Patents

TITLE	INVENTORS	APPLICANT	COUNTRY	APPLICATION No.	DATE OF FILING	STATUS
Cancer Therapy	Geoffrey W Krissansen J R Kanwar L M Ching	Auckland Uniservices Limited	PCT	PCT/NZ00/0098	14/6/00	Filed
Combination Therapy for Cancer	W. Wilson	Auckland Uniservices Limited	New Zealand Japan	NZ503199 232871/00	3/3/2000 1/8/2000	Priority application
Cancer Treatment by combination therapy	Bruce Baguley Lai-Ming Ching Martin Philpot	Auckland Uniservices Limited	New Zealand PCT	NZ506060 PCT/NZ01/00154	28/7/00 22/7/01	Priority application PCT

IN WITNESS WHEREOF this Assignment has been executed by the parties on the day and year first above written.

Signed by: *J. A. Kernohan*
Name: JOHN A KERNOHAN
Title: CEO

For and on behalf of
AUCKLAND UNISERVICES LIMITED

Signed by: *LLI*
Name: J.R.G. Wood - Esq
Title: CHIEF EXECUTIVE

For and on behalf of
CANCER RESEARCH VENTURES LIMITED