

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Consolidated and Revised License Agreement dated July 20, 2006
CONVEYING PARTY DATA	
Name	Execution Date
Quadrant Drug Delivery Limited	07/20/2006
RECEIVING PARTY DATA	
Name:	QDose Limited
Street Address:	1 Mere Way, Ruddington
City:	Nottingham
State/Country:	UNITED KINGDOM
Postal Code:	NG11 6JS
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6565871
Patent Number:	6416739
Patent Number:	6290991
Patent Number:	5993805
CORRESPONDENCE DATA	
Fax Number:	(202)371-2540
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202 3712600
Email:	tshea@skgf.com
Correspondent Name:	Sterne, Kessler, Goldstein & Fox PLLC
Address Line 1:	1100 New York Avenue, N.W.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	1517.0000000
NAME OF SUBMITTER:	Timothy J. Shea, Jr.
Total Attachments: 12	

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This Agreement is made the 20th day of July 2006

**BETWEEN:-**

- (1) [REDACTED]
- (2) **Quadrant Drug Delivery Limited**, a company incorporated under the laws of England with company registration number 02704727 and whose registered office is at 1 Mere Way, Ruddington, Nottingham, NG11 6JS United Kingdom ("Quadrant"); and
- (3) **QDose Limited**, a company incorporated under the laws of England with company registration number 03860939 and whose registered office is at 1 Mere Way, Ruddington, Nottingham, NG11 6JS United Kingdom ("QDose").

**WHEREAS:-**

- (A) TotalModern Limited (which subsequently changed its name to QDose Limited [REDACTED] and Quadrant Holdings Cambridge Limited entered into a collaboration and exploitation agreement dated 29 November 1999 (the "Original Agreement"). Under the Original Agreement [REDACTED] and Quadrant Holdings Cambridge Limited agreed to collaborate with QDose and to carry out research and development on behalf of QDose.
- (B) The Original Agreement was amended by a Deed of Amendment dated 21 December 2001, and a Deed of Amendment dated 28 June 2002.
- (C) On 24 July 2000 Quadrant Holdings Cambridge Limited changed its name to Quadrant Healthcare (UK) Limited. Subsequently, certain assets (including patent rights and know-how) of Quadrant Healthcare (UK) Limited were acquired by Elan Drug Delivery Limited.
- (D) Quadrant Healthcare (UK) Limited, Elan Drug Delivery Limited [REDACTED] and QDose entered into a Novation Agreement dated 24 June 2002 novating the Original Agreement from Quadrant Healthcare (UK) Limited to Elan Drug Delivery Limited.
- (E) On 28 July 2003 Elan Drug Delivery Limited changed its name to Quadrant Drug Delivery Limited.
- (F) On 15 October 2003 QDose [REDACTED] and Quadrant entered into a Consolidated and Revised Collaboration Agreement to consolidate the existing amendments and further amend the Original Agreement (the "Consolidated and Revised Collaboration Agreement").
- (G) QDose [REDACTED] and Quadrant now wish to enter into this Agreement to consolidate and amend the Consolidated and Revised Collaboration Agreement.

**THE PARTIES AGREE AS FOLLOWS:-**

**1. Definitions**

In this Agreement the following words and expressions shall have the meanings set out below:-

**1.1** [REDACTED]

[REDACTED]

1.2 [REDACTED]

1.3 [REDACTED]

1.4 "Commencement Date" shall mean the date set out at the start of this Agreement;

1.5 "Commercialize"/  
"Commercialization" shall mean the manufacture, have manufactured, promotion, distribution, import, use, marketing and sale, and the licensing of a third party to do the same;

1.6 [REDACTED]

1.7 [REDACTED]

1.8 [REDACTED]

1.9 "Fast Acting Insulin" shall mean recombinant human or another form of insulin, or an analogue or homologue thereof, which does not delay the onset or extend the duration of action in any material manner when compared with human insulin given via the pulmonary or subcutaneous injection route;

1.10 "Field" shall mean:-

- (a) in the case of a Product containing insulin, the treatment and/or management of diseases, disorders or conditions in humans including but not limited to diabetes mellitus but excluding (1) Alzheimer's disease; and (2) mild cognitive impairment where memory and/or cognition has declined and is abnormal for age and education, but the severity of which is insufficient to be consistent with dementia and/or Alzheimer's disease; and
- (b) in the case of a Product containing an analogue or

homologue of insulin, the treatment and/or management of diabetes mellitus;

1.11 [REDACTED]  
[REDACTED]  
[REDACTED]

1.12 [REDACTED]  
[REDACTED]

1.13 "Intellectual Property" shall mean Know-How and Patent Rights;

1.14 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

1.15 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

1.16 "Know-How" shall mean information and know-how, whether patentable or not, including but not limited to any and all discoveries, inventions, substances, data, techniques, processes, systems, formulations, designs and commercial information relating to design, development, manufacture, assembly, use or sale;

1.17 "License" means the licenses of Quadrant Intellectual Property and [REDACTED] granted under Clause 10.1 and 10.2;

1.18 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

1.19 [REDACTED]  
[REDACTED]

1.20 [REDACTED]  
[REDACTED]

1.21

1.22

1.23

1.24

1.25 "Patent Rights"

shall mean any and all patents and patent applications. Patent Rights shall also include all extensions, continuations, continuations-in-part, divisionals, patents of additions, re-examinations, re-issues, supplementary protection certificates and foreign counterparts of such patents and patent applications and any patents issuing thereon and extensions of patents;

1.26

1.27 "Product"

shall mean:-

- (a) Fast Acting Insulin in a dry powder inhaler presentation format that uses Quadrant Intellectual Property and dispenses the Fast Acting Insulin via Pulmonary Delivery; and
- (b) any refills or other packages of Fast Acting Insulin intended for use in the dry powder inhaler described in (a) above;

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1.31 "Pulmonary Delivery"

shall mean delivery through or to the respiratory tract via the mouth or otherwise to the lung for local treatment or systemic delivery;

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1.35 "Quadrant Intellectual Property"

shall mean (i) Patent Rights existing at the Commencement Date and set out in Schedule 1B; and (ii) Know How (together with all associated copyright and design rights, if any) owned by Quadrant at the Commencement Date which relates to the Quadrant Technology; and/or (iii) Patent Rights and Know How owned by Quadrant that arise out of the Development Plan and relate to the Quadrant Technology;

1.36 "Quadrant Technology"

shall mean all dry powder drug delivery technology necessary or useful to make, use, research, develop or Commercialize a product entailing the application of Fast Acting Insulin in a dry powder inhaler presentation format for Pulmonary Delivery within the Field including, but not limited to, formulation, particle engineering, excipient and stabilization technology, owned by Quadrant, including, but not limited to, the dry powder drug delivery technology described in the patents listed in Schedule 1B;

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1.39 "Territory"

shall mean all the countries of the world;

1.40

[REDACTED]

1.41 [REDACTED]

2. Commencement

This Agreement shall commence on the Commencement Date and shall replace the Consolidated and Revised Collaboration Agreement between QDose, MicroDose and Quadrant dated 15 October 2003 in its entirety with effect from the Commencement Date.

[REDACTED]



[REDACTED]

9. [REDACTED]

[REDACTED]

10. Grant of Licenses

10.1 [REDACTED]

10.2 Subject to the provisions of this Agreement, Quadrant grants to QDose an exclusive license of the Quadrant Intellectual Property to research, develop and Commercialize the Product in the Territory in the Field

10.3 Quadrant hereby confirms to and agrees with QDose that, on a country-by-country basis during the applicable License, Quadrant shall not license or grant any other rights to use, and shall not itself use, the Quadrant Intellectual Property in relation to the Product in the Field. [REDACTED]

[REDACTED]

[REDACTED] other than to research or develop the Product on behalf and for the benefit of QDose as provided in this Agreement or otherwise as specifically directed by QDose.

10.4 The rights granted to QDose under Clauses 10.1 and 10.2 include the right under any and all Patent Rights included in the [REDACTED] Quadrant Intellectual Property to make, have made, use, sell, import and offer for sale the Product in the Field.

10.5 Except as expressly set forth in this Agreement, no party grants to any other party by implication, estoppel or otherwise, any right, title, license or interest in any intellectual property right.

10.6 QDose shall be entitled to sub-license its rights under this Agreement provided:

10.6.1 any sublicense shall require the sublicensee to maintain the confidentiality of all Know-How belonging to the Participants;

10.6.2 unless otherwise agreed by the parties, each sublicense shall be on arm's length terms and subject to customary commercial conditions;

10.6.3 QDose shall remain responsible for all acts and omission of any sub-licensee as if they were acts and omissions of QDose; and

10.6.4 although this Agreement is not expressed to be terminable, any sublicense shall survive termination of this Agreement by operation of law or otherwise.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15.2 Following the Commencement Date, QDose shall have the right to prosecute at its own expense and for its own benefit any Relevant Infringements of the [REDACTED] Quadrant Intellectual Property. In the event that QDose takes such action, QDose shall do so at its own cost and expense. At QDose's expense the Participants shall co-operate with such action. Any recovery remaining after the deduction by QDose of the reasonable expenses (including attorney's fees and expenses) incurred in relation to such infringement proceeding shall belong to QDose.

15.3 [REDACTED]

16. [REDACTED]

16.1 [REDACTED]

16.2 [REDACTED]

16.3 [REDACTED]

16.4 [REDACTED]

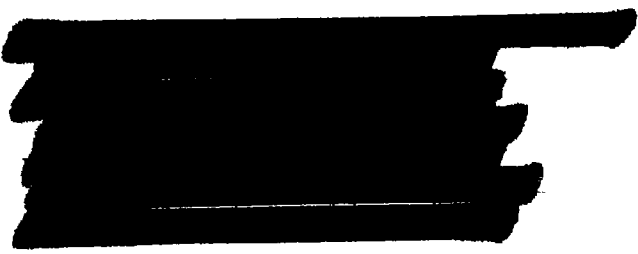
## Schedule 1B: Quadrant Patent Rights

[illegible]





AGREED by the parties through their duly authorised representatives on the date written at the top of the first page of this Agreement:-

  
For and on behalf of Quadrant Drug Delivery Limited

Signed: Colin Dalton

Full Name: COLIN CLIVE DALTON

Job Title: DIRECTOR

For and on behalf of ~~QDose~~ Limited

Signed: Kieran P. Murphy

Full Name: Kieran P. Murphy

Job Title: Director