## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Peter William Taylor	03/09/2005
Tsveta Stefanova Hadjivassileva	03/09/2005
Philip Wilson Howard	03/09/2005
Stephen John Gregson	03/09/2005
David Edwin Thurston	03/09/2005

#### **RECEIVING PARTY DATA**

Name:	Spirogen Limited
Street Address:	79 George Street
Internal Address:	Ryde
City:	Isle of Wight
State/Country:	UNITED KINGDOM
Postal Code:	PO33 2JF

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10598691

### **CORRESPONDENCE DATA**

Fax Number: (608)283-2275

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Michael Best & Friedrich LLP

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Address Line 4: Madison, WISCONSIN 53701-1806

ATTORNEY DOCKET NUMBER: 065435-9082-US00 CLY

PATENT REEL: 019413 FRAME: 0894

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NAME OF SUBMITTER:	Charlene L. Yager
Total Attachments: 12	
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## ASSIGNMENT OF INVENTION AND RELATED INTELLECTUAL PROPERTY RIGHTS

#### Parties:

1 'The Assignors'

PETER WILLIAM TAYLOR

of MARRINGDEAN CAK, MARRINGDEAN ROAD,
BILLINGHURST, WEST SUSSEX RHIA 9HF

TH TSVETA STERANOVA HADJIVASSILEVA

05/06/07 of 5 LOVEDAY RD, WEST EALING, LONDON

2 'The Assignee'

#### SPIROGEN LIMITED

(a body corporate existing under the laws of England & Wales) of 79 George Street, Ryde, Isle of Wight, PO33 2JF, United Kingdom

#### Recitals:

- (A) The Assignors are the joint inventors with others of the invention or inventions entitled PYRROLOBENZODIAZEPINES ("the Invention") for which the patent application set out in the Schedule hereto has been filed ("the Patent Application")
- (B) The Assignee intends to file an international PCT application for the Invention ("the PCT Application")
- (C) The Assignors' contribution to the Invention was made pursuant to an agreement entitled "Case Award Research Agreement" ("The Agreement") In accordance with which it was agreed that all inventions would be the property of the Assignee and the Assignors agreed to execute any documentation required to execute any documents required to facilitate the Agreement

### Operative provisions:

In consideration for the payment of £1.00 by the Assignee to the Assignors the receipt and sufficiency of which is hereby acknowledged by the Assignors:

-2- GB0412409.5

1 The Assignors and each of them hereby sell and assign to the Assignee, which accepts, absolutely and free from incumbrances:

1.1 all of their respective rights title and interest in all countries of the world in to and under the Invention and the Patent Application and the PCT Application and all national and regional phases thereof and any and all divisionals, continuations and continuations-in-part of any of the aforesaid applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof and to retain any damages obtained as a result of such action;

1.2 all such rights as they may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention to the intent that the grant of any patents or other intellectual property protection for the Invention shall be in the name of and shall vest in the Assignee or its successors or assigns;

1.3 all such rights as they may have to claim priority from the Patent Application in any and all applications for patent protection for the Invention, such right to be enjoyed by the Assignee as from the date of filing of the Patent Application;

to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by the Assignors had this assignment not been made.

The Assignors hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any future patent applications in any countries or regions of the world which shall fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules of any Patent Office for recordation of this document. It is understood and agreed that the Assignee's attorneys Mewburn Ellis LLP have represented only the Assignee and will continue to represent only the Assignee with respect to this invention.

- 3 - GB0412409.5

The Assignors and each of them hereby UNDERTAKE that at the request and cost of the Assignee or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and Interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning the Invention or any application for patent or other intellectual property protection for the Invention or any intellectual property protection granted pursuant to any such application.

- The Assignors hereby request the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of the Assignee or its successors or assigns in accordance with this assignment.
- This assignment and undertaking shall be binding upon the Assignors' heirs, executors, administrators, successors and/or assigns and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Assignee.

AS WITNESS the signatures of the Assignors and a duly authorised officer of the Assignee

## SCHEDULE

## The Patent Application

	PYR	ROLOBENZODIAZEPINES
	UK Patent Application No.	Date Filed
	0412409.5	3 June 2004
	SIGNED by PETER WILLIAM TAYLOR on: 9.16 There 2005	) ) Signature:
	in the presence of:  Witness Signature: Dr. P. STAPLETON	
	Address: 65B BROOK DRIVE LUMDON SEIL LE	E TU.
5/06/0	Signed by TSVETA  STERANOVA HADJIVASSILEVA  On: 916 March 2009	· /////
	in the presence of:	
	Witness Signature: Jim A	
	Name: Simon A. REBERTS	
	Address: 8, ELIZAGETH WAS MATFIELD PEVEREE CHELMSFORD ESSEX, CM 3 ZEN	-
	SIGNED for and on behalf of	)
	SPIROGEN LIMITED	
	on: 44 Mar 2005	) Signature:
	in the presence of:	) Name: FE CRAWROM
	Witness Signature:	Position: C.O.O
	Name: RVTH L. PICKE	
	Address: 14 HARMOOD  W:\WORK\RJW\SPIROGEN\628\62827:	STREET, CAMPEN LONDON NW1805 35Vassignments/ASSIGN_Pat10_003.doc

REEL: 019413 FRAME: 0899

**PATENT** 

# ASSIGNMENT OF INVENTION AND RELATED INTELLECTUAL PROPERTY RIGHTS

#### Parties:

1 'The Assignors'

## PHILIP WILSON HOWARD

of 3 Westbourne Mews, The Maltings, St Albans, AL1 1LS, United Kingdom

## STEPHEN JOHN GREGSON

OF G WAREPOINT PRIVE, THAMESMEAD, LONDON, SEZS ONT

2 'The Assignee'

## SPIROGEN LIMITED

(a body corporate existing under the laws of England & Wales) of 79 George Street, Ryde, Isle of Wight, PO33 2JF, United Kingdom

#### Recitals:

- (A) The Assignors are the joint inventors of the invention or inventions entitled **PYRROLOBENZODIAZEPINES** ("the Invention") for which the patent application set out in the Schedule hereto has been filed ("the Patent Application")
- **(B)** The Assignee intends to file an international PCT application for the Invention ("the PCT Application")
- (C) The Assignors were at all relevant times employees of the Assignee and for the purposes of facilitating the prosecution of the PCT Application the Assignors have agreed to assign to the Assignee for the consideration hereinafter mentioned all of their respective rights title and interest in to and under the Invention, the Patent Application and the PCT Application

## Operative provisions:

In consideration for the payment of £1.00 by the Assignee to the Assignors the receipt and sufficiency of which is hereby acknowledged by the Assignors:

1 The Assignors and each of them hereby sell and assign to the Assignee, which accepts, absolutely and free from incumbrances:

- 2 - GB 0405319.5

1.1 all of their respective rights title and interest in all countries of the world in to and under

the Invention and the Patent Application and the PCT Application and all national and regional

phases thereof and any and all divisionals, continuations and continuations-in-part of any of the

aforesaid applications and any and all patents that may be granted pursuant thereto for the full

period thereof including any re-issues, re-examinations, renewals, extensions and

Supplementary Protection Certificates and including all rights and powers arising or accrued

therefrom including the right to sue for damages and other remedies in respect of any

infringement of any such rights before on or after the date hereof and to retain any damages

obtained as a result of such action;

1.2 all such rights as they may have to apply for prosecute and obtain patents and other

intellectual property protection anywhere in the world in respect of the Invention to the intent that

the grant of any patents or other intellectual property protection for the Invention shall be in the

name of and shall vest in the Assignee or its successors or assigns;

1.3 all such rights as they may have to claim priority from the Patent Application in any and

all applications for patent protection for the Invention, such right to be enjoyed by the Assignee

as from the date of filing of the Patent Application;

to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as

fully and entirely as the same would have been held and enjoyed by the Assignors had this

assignment not been made.

2 The Assignors hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the

Schedule to this Assignment any further identification of any future patent applications in any

countries or regions of the world which shall fall within the scope of clause 1 above, as may be

necessary or desirable in order to comply with the rules of any Patent Office for recordation of

this document. It is understood and agreed that the Assignee's attorneys Mewburn Ellis LLP

have represented only the Assignee and will continue to represent only the Assignee with

respect to this invention.

3

The Assignors and each of them hereby UNDERTAKE that at the request and cost of the

Assignee or its successors or assigns they will at all times hereafter promptly do all such acts

and execute all such documents as may be reasonably necessary or desirable to secure the

vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the

Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all

such rights title and interest and to assist in the resolution of any question concerning the

## SCHEDULE

## **The Patent Application**

## PYRROLOBENZODIAZEPINES

**UK Patent Application No.** 

**Date Filed** 

0405319.5

9 March 2004

SIGNED by PHILIP WILSON HOWARD )
on: 9/03/2005 ) Signature: )
in the presence of:
Witness // /
Signature:
Name: Ruta 1500che
Address: 29-39 Burswick Grave
Lendon
WCINIAX
SIGNED by )
STEPHEN JOHN GREGSON )
on: 09/03/05 ) Signature: 200/09
in the presence of:
Witness
Signature:
Name: Ritar Boukla
Address: 29-39 Brunswict Sprane
Lendon WCIN IRX
SIGNED for and on behalf of )
SPIROGEN LIMITED )
on: 9h Mar U 2005. ) Signature:
in the presence of: ) Name: FE CANFORD
Witness Signature: Which is a second of the second of
Name: RWTM L. PICKERING
Address: 14 HARMOOD STREET, CAMDEN, LONDON NWI 805
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## ASSIGNMENT OF INVENTION AND RELATED INTELLECTUAL PROPERTY RIGHTS

#### Parties:

1 'The Assignors'

#### PHILIP WILSON HOWARD

of 3 Westbourne Mews, The Maltings, St Albans, AL1 1LS, United Kingdom

#### STEPHEN JOHN GREGSON

OF 6 WAREPOINT DRIVE THAMESMEAD LONDON SEZE ONT

#### **DAVID EDWIN THURSTON**

of 4 Severn Close, Downend, Fareham, Hampshire PO16 8QT, United Kingdom

2 'The Assignee'

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(a body corporate existing under the laws of England & Wales) of 79 George Street, Ryde, Isle of Wight, PO33 2JF, United Kingdom

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GB0412409.5

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-2-

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- 1.2 all such rights as they may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention to the intent that the grant of any patents or other intellectual property protection for the Invention shall be in the name of and shall vest in the Assignee or its successors or assigns;
- 1.3 all such rights as they may have to claim priority from the Patent Application in any and all applications for patent protection for the Invention, such right to be enjoyed by the Assignee as from the date of filing of the Patent Application;

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- 3 - GB 0405319.5

Invention or any application for patent or other intellectual property protection for the Invention or any intellectual property protection granted pursuant to any such application.

- 4 The Assignors hereby request the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of the Assignee or its successors or assigns in accordance with this assignment.
- This assignment and undertaking shall be binding upon the Assignors' heirs, executors, administrators, successors and/or assigns and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Assignee.

AS WITNESS the signatures of the Assignors and a duly authorised officer of the Assignee

## **SCHEDULE**

## The Patent Application

## **PYRROLOBENZODIAZEPINES**

UK Patent Application No. 0412409.5	Date Filed 3 June 2004
SIGNED by  PHILIP WILSON HOWARD  on: 9/03/2005  in the presence of:  Witness  Signature: Signature: Soutte  Address: 29-39 Brunswick  Lundon WCI N	Signature: Alma Square  JIAX
SIGNED by  STEPHEN JOHN GREGSON  on:09/03/05  in the presence of:  Witness Signature:	Signature: Streym,
SIGNED by  DAVID EDWIN THURSTON  on: 9.3.3.5  in the presence of:  Witness  Signature:	Signature: DECLESION SIGNATURE STREET, CAMOEN, LONDON NWI 805

 $W: WORK \land PJW \land SPIROGEN \land 62s \land 6282735 \land Assignments \land ASSIGN\_Pat 10\_004. doc$ 

**RECORDED: 06/12/2007** 

SIGNED for and on behalf of	
SPIROGEN LIMITED	
on: 9th March 2005	Signature: 1
in the presence of:	Name: FE CARVEOLO
Witness Signature: Why have filled.	Position:
Name: RUTH L. PICKER)	N/G-
	LEET, CAMPEN, LONDON NWIEDS