

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Advanced Phytonics Limited</td><td>06/17/2005</td></tr><tr><td>Liquidators</td><td>06/17/2005</td></tr></tbody></table>	Name	Execution Date	Advanced Phytonics Limited	06/17/2005	Liquidators	06/17/2005					
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RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Glaxo Group Limited</td></tr><tr><td>Street Address:</td><td>Berkeley Avenue</td></tr><tr><td>City:</td><td>Greenford, Middlesex</td></tr><tr><td>State/Country:</td><td>UNITED KINGDOM</td></tr><tr><td>Postal Code:</td><td>UB6 0NN</td></tr></table>	Name:	Glaxo Group Limited	Street Address:	Berkeley Avenue	City:	Greenford, Middlesex	State/Country:	UNITED KINGDOM	Postal Code:	UB6 0NN	
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PROPERTY NUMBERS Total: 4											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>09319241</td></tr><tr><td>Application Number:</td><td>10394016</td></tr><tr><td>Application Number:</td><td>10130204</td></tr><tr><td>Application Number:</td><td>10494962</td></tr></tbody></table>	Property Type	Number	Application Number:	09319241	Application Number:	10394016	Application Number:	10130204	Application Number:	10494962	
Property Type	Number										
Application Number:	09319241										
Application Number:	10394016										
Application Number:	10130204										
Application Number:	10494962										
CORRESPONDENCE DATA											
Fax Number: (610)270-5253 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 610-270-5017											
Email: US_CIPKOP@GSK.com											
Correspondent Name: GlaxoSmithKline											
Address Line 1: 709 Swedeland Road											
Address Line 2: CIP UW2220											
Address Line 4: King of Prussia, PENNSYLVANIA 19406											
ATTORNEY DOCKET NUMBER:	PB61489										
NAME OF SUBMITTER:	Dara L. Dinner										

PATENT

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REEL: 019629 FRAME: 0979

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Total Attachments: 5

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PATENT

REEL: 019629 FRAME: 0980

Dated 17 June 2005

Advanced Phytonics Limited (in liquidation) (1)

and

Glaxo Group Limited (2)

and

Gary Edgar Blackburn

David Leighton Cockshott (3)

US PATENT ASSIGNMENT

Linklaters

One Silk Street
London EC2Y 8HQ

Telephone (44-20) 7456 2000
Facsimile (44-20) 7456 2222

Ref L-060925/Y Liyanage

PATENT
REEL: 019629 FRAME: 0981

This Assignment is made on **17** June 2005 between:

- (1) **Advanced Phytonics Limited** (in liquidation) whose registered office is at bwc business solutions, 8 Park Place, Leeds LS1 2RU (company registration number 02950612) ("**APL**");
- (2) **Gary Edgar Blackburn and David Leighton Cockshott** both of bwc business solutions, 8 Park Place, Leeds LS1 2RU ("**the Liquidators**"); and
- (3) **Glaxo Group Limited** whose registered office is at Glaxo Wellcome House, Berkeley Avenue, Greenford, Middlesex UB6 0NN (company registration number 00305979) ("**Glaxo**").

Whereas:

- (A) APL is the registered proprietor of or applicant for the Patents.
- (B) The Liquidators were appointed as liquidators of APL on 21 February 2005.
- (C) APL has agreed to assign to Glaxo such right, title and interest in the Patents as APL may have and may lawfully assign.
- (D) The Liquidators are parties to this Assignment for the purposes only of taking the benefit of the exclusions of personal liability contained in it.

It is agreed as follows:

1 Interpretation

In this Assignment, unless the context otherwise requires:

"**Patents**" means the patent and patent applications particulars of which are set out in the Schedule and all patents granted from such patent applications, and all amendments, divisional applications, continuations, continuations-in-part, patent term extensions and geographical extensions in patent protection based on such patents and patent applications.

2 Assignment

2.1 In consideration of the sum of £18,400 paid by Glaxo to APL (receipt of which is hereby acknowledged by APL), APL hereby assigns to Glaxo:

2.1.1 such right, title and interest in the Patents as APL may have and may lawfully assign, with the intent that any patent granted pursuant to any application assigned under this Assignment should be granted in the name of and vest absolutely in Glaxo; and

2.1.2 all rights of action arising or accrued in relation to the Patents including, without limitation, the right to take proceedings and to seek and recover damages and seek other remedies for all past infringements.

2.2 No covenants for title shall be implied in this Assignment.

3 General

3.1 Glaxo acknowledges that it places and has placed no reliance whatsoever on any representations, agreements, statements or undertakings (oral or in writing) made or alleged to have been made by or on behalf of APL or the Liquidators or any of their

respective employees, agents or representatives on or prior to the date of execution and delivery of this Assignment.


- 3.2 Glaxo hereby acknowledges to and agrees with the Liquidators and each of them that any personal liability upon either or both of them under this agreement and whether arising in contract or tort or both or by reference to any other remedy or right and in whatever jurisdiction or forum is hereby expressly excluded.

4 Law and Jurisdiction

- 4.1 This Assignment shall be governed by and construed in accordance with English law.
- 4.2 The parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Assignment. The parties irrevocably submit to the jurisdiction of such courts and waive any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

In witness whereof this Assignment has been entered into on the date stated at the beginning.

SIGNED on behalf of **Advanced
Phytonics Limited (in liquidation)** by
one of the Liquidators (as its agent
without personal liability) in the presence
of:

} 

Witness's signature



Name

Address

FLAT 1A, THE MILL, ROBIN LANE, HEZKUNSDVIKE, WF13 4BX
↓
SVE CARLSEN

SIGNED by one of the Liquidators on
behalf of both of them in the presence of:

} 

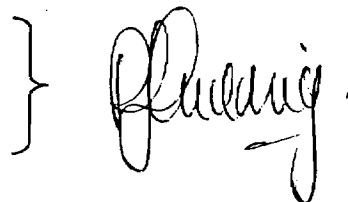
Witness's signature



Name SUE CARPENTER.

Address FLAT 1A, THE MILL, DYAN LAKE, HECKHAMWICK, WF13 4BX.

SIGNED by
on behalf of Glaxo Group Limited
in the presence of:

} 

(Peter Giddings)

Witness's signature



Name

(Ralph Walker)

Address

Glaxo Smith Kline
980 Great West Road
Brentford
Middlesex TW8 9GS
Great Britain

Schedule – The Patents

Country	Applicaton Number	Title of Invention	Filing Date	Priority Number/Date	Status
US	09/319,241	Materials Treatment	08.12.1997	9625417.2/06.12.1996 9717121.9/12.08.1997	Granted 03.06.2003
US	10/394,016	Materials Treatment	24.03.2003	9625417.2/06.12.1996 9717121.9/12.08.1997	Pending
US	10/130,204	Method for the production of particles	15.11.2000	9927011.8/16.11.1999	Pending
US	10/494,962 PCT/GB02/05017	Method for the production of particles	07.11.2002	0126716.0/07.11.2001	Pending

PATENT

RECORDED: 08/01/2007

REEL: 019629 FRAME: 0985