

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Anthony Maxwell</td> <td>12/10/2007</td> </tr> <tr> <td>John Innes Centre</td> <td>12/17/2007</td> </tr> <tr> <td>Norwich Biosciences Limited</td> <td>01/02/2008</td> </tr> </tbody> </table>		Name	Execution Date	Anthony Maxwell	12/10/2007	John Innes Centre	12/17/2007	Norwich Biosciences Limited	01/02/2008
Name	Execution Date								
Anthony Maxwell	12/10/2007								
John Innes Centre	12/17/2007								
Norwich Biosciences Limited	01/02/2008								
RECEIVING PARTY DATA									
Name:	Plant Bioscience Limited								
Street Address:	Norwich Research Park, Colney Lane								
City:	Norwich, Norfolk								
State/Country:	UNITED KINGDOM								
Postal Code:	NR4 7UH								
PROPERTY NUMBERS Total: 1									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11718978</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11718978				
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CORRESPONDENCE DATA									
Fax Number:	(206)382-2669								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
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ATTORNEY DOCKET NUMBER:	16100.1001								
NAME OF SUBMITTER:	Janet Sleath								

CH \$40.00 11718978

Total Attachments: 4
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**ASSIGNMENT OF INVENTION
AND RELATED INTELLECTUAL PROPERTY RIGHTS**

Parties:

- 1 ANTHONY MAXWELL**
of John Innes Centre, Colney Lane, Norwich, Norfolk, NR4 7UH, United Kingdom
(hereinafter referred to as "**the Inventor**")

- 2 JOHN INNES CENTRE**
of Norwich Research Park, Colney Lane, Norwich, Norfolk, NR4 7UH, United Kingdom
(hereinafter referred to as "**JIC**")

- 3 NORWICH BIOSCIENCES LIMITED**
of Norwich Research Park, Colney Lane, Norwich, Norfolk, NR4 7UH, United Kingdom
(hereinafter referred to as "**NBL**")

- 4 PLANT BIOSCIENCE LIMITED**
of Norwich Research Park, Colney Lane, Norwich, Norfolk NR4 7UH, United Kingdom
(hereinafter referred to as "**PBL**")

Recitals:

(A) The Inventor is the inventor of the invention or inventions entitled *Assay for Measuring an Enzyme's Capability to Modify Supercoil Topology of Nucleic Acids and Modulators* ("the Invention") for which the United Kingdom Patent Application ("The Priority Application") and the further Applications claiming priority from the Priority Application ("the International Applications") set forth in the Schedule hereto have been filed

(B) Pursuant to agreements made between the parties before the filing of the International Applications ("the Agreements") the Inventor, JIC, NBL and PBL agreed to the commercial exploitation of the Invention by PBL

(C) To facilitate the commercial exploitation of the Invention the Inventor, JIC and NBL have agreed to execute this Assignment of any and all rights title and interest they may have in to and under the Invention, the Priority Application and the International Applications for all countries designated therein

Operative provisions:

For £1.00 and other valuable consideration as set forth in the Agreements, and subject to the terms and conditions thereof:

- 1** The Inventor hereby sells and assign to JIC which accepts, and JIC further sells and

assigns to NBL which accepts, and NBL further sells and assigns to PBL which accepts:

1.1 all their respective rights title and interest in all countries of the world in to and under the Invention, the Priority Application and the International Applications 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 PBL or its successors or assigns;

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

to the intent that PBL 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 Inventor, JIC and NBL had this assignment not been made.

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

3 The Inventor, JIC and NBL hereby UNDERTAKE that at the request and cost of PBL 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 PBL or its successors or assigns of all rights title and interest assigned to PBL hereunder and to confirm the title of PBL 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.

4 The Inventor, JIC and NBL hereby request the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of PBL or its successors or assigns in accordance with this assignment.

5 This assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of the Inventor, JIC and NBL and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of PBL.

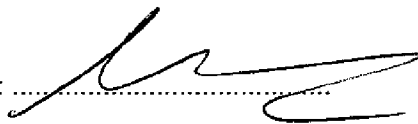
IN WITNESS WHEREOF the parties hereto have executed this assignment and undertaking

SCHEDULE

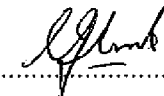
The Patent Applications

COUNTRY	Mewburn Ellis LLP COVER NO.	APPLN No.	FILING DATE
GB	6261119	0424953.8	11 November 2004
PCT	6325716	PCT/GB2005/004346	10 November 2005
EP	6457543	05803594.0	10 November 2005
US	6457527	11/718978	9 May 2007
CA	6457550		10 November 2005
AU	6457568	2005303599	10 November 2005


SIGNED by)
ANTHONY MAXWELL)
on: 10th Dec 2007)
in the presence of: (Witness))
Signature: S.L. Tolland)
Name: SARAH TOLLAND
Address: 5 TALEWORTH CLOSE
NORWICH NR5 9BD

Signature: 

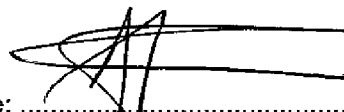
SIGNED for and on behalf of)
JOHN INNES CENTRE)
on: 17th December 2007)
in the presence of: (Witness))
Signature: J. Fox)
Name: JENNIFER A. FOX
Address: 18 ASHROVE ROAD
NEW COSTESSEY, NORWICH, NR5 0LW.

Signature: 
Name: C.J. LAMB
Position: DIRECTOR

SIGNED for and on behalf of)
NORWICH BIOSCIENCES LIMITED)
on: 2nd JAN 2008)
in the presence of: (Witness))
Signature: S.R. Neeve)
Name: STEVEN NEEVE
Address: 5, ASHLEY DOWNS
LOWESTOFT NR32 4EX

Signature: 
Name: MARY L. ANDERSON
Position: DIRECTOR

SIGNED for and on behalf of)
PLANT BIOSCIENCE LIMITED)
on: 3rd January 2008)
in the presence of: (Witness))
Signature: R. McIntosh)
Name: REBECCA MCINTOSH
Address: MELTON BECK, DALSBURGH ROAD,
GREAT MELTON, NORWICH NR9 3PE

Signature: 
Name: AJS CHOPPELL
Position: MANAGING DIRECTOR