

Form PTO-1595 (Rev. 12-08)  
OMB No. 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies)

Vectura Limited

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 12, 2006

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Name: PharmaKodex Limited

Internal Address: \_\_\_\_\_

Street Address: 1 Prospect West

City: Chippenham

State: Wiltshire

Country: United Kingdom Zip: SN14 6FH

Additional name(s) & address(es) attached? ☐ Yes ☐ No

### 4. Application or patent number(s):

☐ This document is being filed together with a new application.

#### A. Patent Application No.(s)

U.S. 11/578,271 (Corresponding to PCT/GB2005/050051)  
 U.S. 10/585,021 (Corresponding to PCT/GB2004/050047)  
 U.S. 10/312,475 (Corresponding to PCT/GB01/02823)  
 U.S. 10/487,633 (Corresponding to PCT/IB02/04101)  
 U.S. 10/488,169 (Corresponding to PCT/IB02/03485)

#### B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

### 5. Name and address to whom correspondence concerning document should be mailed:

Name: Davidson, Davidson & Kappel, LLC

Internal Address: \_\_\_\_\_

Street Address: 485 Seventh Avenue, 14th Floor

City: New York

State: NY Zip: 10018

Phone Number: (212) 736-1940

Fax Number: (212) 736-2427

Email Address: ddk@ddkpatent.com

### 6. Total number of applications and patents

Involved: 7

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 280.00

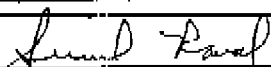
- ☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

### 8. Payment Information

Deposit Account Number 50-0552

Authorized User Name Sunil Raval, Esq.

### 9. Signature:



Signature

January 19, 2009

Date

Sunil Raval, Reg. No. 47,886

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment/Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$280.00 600562 11578271

700396682

PATENT  
REEL: 022138 FRAME: 0916

**Recordation Form Cover Sheet (Continuation)****Continuation of Item 4:****A. Patent Application No.(s):**

U.S. 09/793,304 (corresponds to U.S. Patent No. 7,089,934)

U.S. 11/030,259

**TO ALL TO WHOM THESE PRESENTS MAY COME I,**  
Mark Kober-Smith, Notary Public of 6, Carlos Place, London  
W1K 3AP, duly admitted and sworn

**DO HEREBY CERTIFY** that the attached copy Deed of  
Assignment between **VECTURA GROUP PLC** and  
**VECTURA LIMITED** and **PHARMAKODEX LIMITED** is  
a true copy of an original produced to me

**IN WITNESS** whereof I the said Notary have hereby set my  
hand and affixed my seal of office this 26<sup>th</sup> day of March 2008

12 May 2006

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DEED OF ASSIGNMENT

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between

VECTURA GROUP PLC

and

VECTURA LIMITED

and

PHARMAKODEX LIMITED

**THIS DEED OF ASSIGNMENT ("Assignment")** is made on 12 May 2006 to have effect from 13 December 2005 (the "Effective Date")

**BETWEEN:**

- 1) **VECTURA GROUP PLC and VECTURA LIMITED** (registered numbers 3418970 and 1696917) companies incorporated in England and Wales whose registered offices are at 1 Prospect West, Chippenham, Wiltshire SN14 6FH (together the "Assignor") and
- 2) **PHARMAKODIEX LIMITED** (registered number 5268159) a company incorporated in England and Wales the registered office of which is at 1 Prospect West, Chippenham, Wiltshire SN14 6FH (the "Assignee")

**RECITALS:**

- 1) The Assignor is the registered proprietor of the Patents (as defined below), possesses certain Know How (as defined below) related to the Patents and has the benefit of the Contracts (as defined below).
- 2) The Assignor has agreed to assign to the Assignee all of its rights, title and interest in (i) the Patents, including all rights to claim priority from any of the same, (ii) the Know How associated with the Patents, and (iii) the Contracts, in each case free from all liens, charges and encumbrances and on the terms set out in this Assignment.

**THIS DEED OF ASSIGNMENT WITNESSES AS FOLLOWS:**

**1 Definitions**

In this Assignment, the following words shall have the following meanings:

"Assignment"	this Assignment of the Know How, the Patents and the Contracts;
"Contracts"	the contracts set out in Schedule II;
"Documents"	analyses, books, CD-ROMs, charts, comments, computations, designs, discs, diskettes, files, graphs, ledgers, notebooks, paper, photographs, plans, records, recordings, reports, research notes, tapes and any other graphic or written data or other media on which Know How is permanently stored and other computer information storage means, and advertising and promotional materials of any nature whatsoever including preparatory materials for the same.
"FA"	the Facilities Agreement between the Parties;

**"Know How"**

technical and other information which is not in the public domain, including information comprising or relating to concepts, discoveries, data, designs, formulae, ideas, inventions, methods, models, assays, reagents, research plans, procedures, designs for experiments and tests and results of experimentation and testing (including results of research or development), processes (including manufacturing processes, specifications and techniques), laboratory records, chemical, pharmacological, toxicological, clinical, analytical and quality control data, clinical and non-clinical trial data, case report forms, data analyses, reports, manufacturing data or summaries and information contained in submissions to and information from ethical committees and regulatory authorities which relates solely and exclusively to the Patents. Know How includes Documents containing Know How, including but not limited to any rights including trade secrets, copyright, database or design rights protecting such Know How.

Deleted: directly

**"Parties"**

the Assignor and the Assignee and "Party" shall mean either of them;

**"Patents"**

the registered patents and patent applications registered in the Assignor's name and listed in Schedule I to this Assignment.

**2 Assignment**

2.1 the Assignor hereby assigns and transfers to the Assignee absolutely with full title guarantee:

2.1.1 all of its right, title and interest in and to the Patents and all legal rights and immunities (howsoever derived) attaching thereto in each case free from all liens, charges and encumbrances and including (without limitation):

- (a) the right to sue for and to recover damages and other remedies in respect of any infringement of the Patents or other acts carried out by another person within the scope of the claims of any published specification of any of the Patents which may have occurred before the date of this Assignment; and
- (b) the right to apply for, prosecute and obtain patents or similar rights or protection in respect of any of the inventions the subject matter of the Patents in any country of the world (including the right to claim priority from the Patents);

2.1.2 all of its right and title in and to the Know How and the exclusive right throughout the world to use the Know How for any purpose

whatsoever, in each case free from all liens, charges and encumbrance, and the Assignor hereby:

- (a) agrees not to communicate or otherwise make available the Know How to any third party without the prior written consent of the Assignee, nor use the Know How for any purpose except, in either case, to the extent that the Assignor can show that the Know How:
  - (i) has become public knowledge other than through any breach of this Assignment; or
  - (ii) is received after the date of this Assignment by the Assignor from a third party who did not acquire it in confidence from the Assignor or the Assignee, or from someone owing a duty of confidence to the Assignor or the Assignee.
- (b) warrants that the Know How has not been disclosed to any person, firm or company other than under an enforceable obligation of confidence; and
- (c) agrees that it shall provide the Assignee with such explanations concerning the Know How as the Assignee reasonably requires.

2.1.3 Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Contracts from the date of this Assignment free from all liens, charges and encumbrance and Assignee hereby assumes and agrees to perform and discharge all duties and obligations which relate to Contracts arising on or after the date of this Assignment.

- 2.2 The Assignor shall promptly, at the Assignee's expense, execute all such deeds or documents and do any and all such acts or things that the Assignee may reasonably require to enable the Assignee or its nominee to enjoy the full benefits of the rights hereby assigned including without limitation to secure the vesting in the Assignee of all rights in and to the Patents. The Assignor shall at the Assignee's request and expense (at the rates set out in clause 6 of the FA) provide the Assignee with all reasonable assistance to uphold the Assignee's rights in and to the Contracts, Know How and Patents; and/or to defeat any challenge to the validity of, and resolve any questions concerning the Patents.
- 2.3 The Assignor shall on request by the Assignee and at the Assignee's expense give such assistance as the Assignee may reasonably request with the prosecution to grant of those Patents which are patent applications.
- 2.4 If in any proceedings a claim is made impugning the validity of a Patent or a patent granted pursuant to a Patent which at the Effective Date is a patent application, the Assignor shall give all reasonable assistance to the Assignee in relation to those proceedings (including by participation in the proceedings)

subject to the payment by the Assignee of all the Assignor's reasonable costs in relation to those proceedings.

- 2.5 The Assignee shall be responsible for any registration of the transfer of ownership of the Patents from the Assignor to the Assignee.

### **3 Infringement**

The Assignor shall inform the Assignee promptly if it is informed in writing of any infringement or potential infringement of the Patents.

### **4 Duration**

The obligations of the Assignor under clauses 2.2 to 2.5 shall continue in force without limit of time.

### **5 Law and jurisdiction**

The validity, construction and performance of this Agreement shall be governed by English law, and the Parties submit to the non-exclusive jurisdiction of the English courts in respect of any dispute arising in connection therewith.



## SCHEDULE I

ed Patents

Technology Platforms (Accustar, Systemosol, Gencontab and Pandermal)

Family	Product	Patent No.	Patent No.	Patent No.
Family 123 - Systemosol - Novel drug supports I	Pharmaceutical products, preparation and uses thereof	PCT/GB02/01663	WO 02/083103	12/04/01
Family 124 - Systemosol - Novel drug supports II	Pharmaceutical excipients comprising inorganic particles in association with an organic polymeric material and forming a solid reticulated matrix, compositions, manufacturing and use thereof	PCT/GB2003/004463	WO 2004/032901	11/10/02
Family 225 - Accustar - Dry powder oral (DPO) delivery	Improvements in or relating to the delivery of oral drugs	US 09/793,304 PCT/IB01/00251	US 2001-0020147 WO 01/64182	28/02/00
Family 226 - Accustar - Reservoir dry powder oral (DPO) delivery	Improvements in or relating to the delivery of oral drugs	PCT/IB02/03590	WO 03/020197	05/09/01
Family 227 - Accustar - APECS formulation	Functional powders for oral delivery	PCT/IB02/04101	WO 03/020241	05/09/01
Family 228 - Accustar - DPO formulations and multiple sachet DPO device	Fast melt multiparticulate formulations for oral delivery	US 10/383,408 US 10/383,351 PCT/GB03/00969	US 6,941,948 US 2003-0175355 WO 03/074029	07/03/02
Family 329 - Gencontab	Pharmaceutical compositions comprising an amphiphilic starch	PCT/GB2005/050051	WO 2005/099674	14/04/04
Family 430 - Pandermal - Tablets for dermal patches	Topical pharmaceutical formulations and method of treatment	PCT/GB01/02823	WO 02/00203	26/06/00
Family 431 - Pandermal - Tablet device and formulation	Application device for topical administration of pharmaceutical agents	US 10/431,360 PCT/GB03/01917	US 2004-0071494 WO 03/092784	06/05/02
Family 432 - Pandermal - Metered delivery applicator	Topical administration device	PCT/IB02/03485	WO 03/018102	29/08/01
Family 433 - Pandermal - Bath bomb	Bath Product	GB 0524967.7	Currently unpublished	8/12/05

*ed Patents (Continued)***Product Development Pipeline**

- Patents registered under Vectura name

Family 330 - Accostar - Paracetamol DPO	Multiparticulate formulations for oral delivery	PCT/GB2004/050047	WO 2005/063203	31/12/03
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- Patents registered under the PharmaKodex name (for avoidance of doubt)

Family 901 - Oral antibiotic agents for infectious diseases	Chemotherapeutic compositions	GB 0501810.6 PCT/GB2006/050024	Currently unpublished	28/01/05
Family 902 - Oral analgesic compositions for treating pain and pain-related conditions	Analgesic compositions	GB 0501809.8 PCT/GB2006/050025	Currently unpublished	28/01/05
Family 434 - Pandermal - Transdermal administration of therapeutic agents for treatment of asthma and respiratory disorders	Topical compositions for treatment of respiratory disorders	GB 0524959.4	Currently unpublished	7/12/05
Family 435 - Pandermal - Compositions and applicator devices for providing accurate localised administration of therapeutic agents	Topical pharmaceutical compositions	GB 0524962.8	Currently unpublished	7/12/05
Family 436 - Pandermal - Compositions for transdermal administration that may have local and systemic effects and be for rapid or sustained administration	Transdermal administration of active agents	GB 0524958.6	Currently unpublished	7/12/05
Family 437 - Pandermal - Compositions for transdermal administration having primarily a systemic therapeutic effect by rapid or sustained delivery	Transdermal administration of active agents for systemic effect	GB 0524961.0	Currently unpublished	7/12/05

## SCHEDULE II

## Confidential Disclosure Agreements

Company Name	Date
Richard Fielding	
Richard Fielding	01-Feb-05
Fulcrum Pharma Developments Limited	10-Mar-05
GSK Consumer Health	13-May-05
GSK Consumer Health	15.05.03
GSK Nutritional Healthcare	03.06.03
GSK Consumer Health	08.04.04
MedPharm Limited	30.06.05
Kevin Nicholls	11-Jul-04
Kevin Nicholls	01-Feb-05
Perrigo UK Limited	10-Mar-05
Red Abbey Venture Partners & Frank Bonsal	13-May-05
SR One Limited	11-Apr-05
Sanofi-Synthelabo Limited	28-Jan-05
Unilever Ventures Limited	16-Sep-02
	23-Jun-05

## Other contracts

Company Name	Description	Date
Diomed Developments Limited	Undertaking re TMA No. 2226423	01-Feb-01
GlaxoSmithKline	Material Evaluation and Development	
Consumer Healthcare	Agreement for Paracetamol Feasibility Study	
Kinneir Dufort Design Limited	Design of Pandermal Ointment Tablet Applicator	26-Nov-03
Kinneir Dufort Design Limited	Design of Pandermal Ointment Aerosol Applicator	26-Sep-01
Kinneir Dufort Design Limited	Design and prototyping of Pandermal Single Use Applicator	27-Sep-01
Kinneir Dufort Design Limited	Prototyping, tooling and moulding of Pandermal Single Use Applicator	15-May-02
Kinneir Dufort Design Limited	Agreement re design of Pandermal single use applicator	26-Jul-02
Martyn Hamlyn GfK	Accustar market research	17-Oct-03
Penwest Pharmaceuticals Co.	Research activities involving MaxSol and TIMERx	18-Jun-02
Ranbaxy (Netherlands) B.V.	Joint Collaboration and Research Agreement re Gencontab	16-Jun-03
Ranbaxy Laboratories Limited	Amendment to Collaboration Agreement dated 29 May 2001	29-May-01
		07-Apr-04

Ranbaxy Laboratories Limited	Joint Collaboration & Research Agreement Termination Letter	02-Mar-05
Ranbaxy Laboratories Limited	Letter re Vectura undertakings under Joint Collaboration & Research Agreement	04-Mar-05
Sanofi-Synthelabo Limited	Purchase Order and invoice re feasibility study involving MaxSol	10-Dec-04
The Technology Partnership plc	Confirmation of Vectura's ownership of Accustar IP	04-Sep-02
University of Bristol	Research Agreement re high surface area inorganic platforms	16-Jul-01

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

Executed as a deed  
By **VECTURA GROUP PLC**  
acting by

)  
)  
)

Director *X*

Director/Secretary

*Anne Hyland*

Executed as a deed  
By **VECTURA LIMITED**  
acting by

)  
)  
)

Director

*Anne Hyland*

Director/Secretary

*R. B. ...*

Executed as a deed  
By **PHARMAKODEX LIMITED**  
acting by

)  
)  
)

Director

Director/Secretary

*Anne Hyland*

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

~~Executed as a deed~~

~~By VECTURA GROUP PLC~~

~~acting by~~

)  
)  
)

Director



Director/Secretary

Executed as a deed

By VECTURA LIMITED

acting by

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)  
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Director

Director/Secretary

Executed as a deed

By PHARMAKODEX LIMITED

acting by

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Director

Director/Secretary