

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

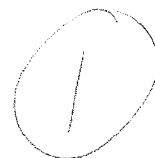
SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The Institute of Cancer Research: Royal Cancer Hospital	11/07/2008
RECEIVING PARTY DATA	
Name:	The Institute of Cancer Research: Royal Cancer Hospital
Street Address:	123 Old Brompton Road
City:	London, Greater London
State/Country:	UNITED KINGDOM
Postal Code:	WC2A 3NL
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12298325
CORRESPONDENCE DATA	
Fax Number:	(608)283-2275
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	608-257-3501
Email:	madipdocket@michaelbest.com
Correspondent Name:	Michael Best & Friedrich LLP
Address Line 1:	One South Pinckney Street
Address Line 2:	P. O. Box 1806
Address Line 4:	Madison, WISCONSIN 53701-1806
ATTORNEY DOCKET NUMBER:	065435-9165 US00
NAME OF SUBMITTER:	Charlene L. Yager
Total Attachments: 40 source=B1719446#page1.tif source=B1719446#page2.tif source=B1719446#page3.tif source=B1719446#page4.tif	

CH \$40.00 12298325

500791514

PATENT  
REEL: 022314 FRAME: 0001

source=B1719446#page5.tif  
source=B1719446#page6.tif  
source=B1719446#page7.tif  
source=B1719446#page8.tif  
source=B1719446#page9.tif  
source=B1719446#page10.tif  
source=B1719446#page11.tif  
source=B1719446#page12.tif  
source=B1719446#page13.tif  
source=B1719446#page14.tif  
source=B1719446#page15.tif  
source=B1719446#page16.tif  
source=B1719446#page17.tif  
source=B1719446#page18.tif  
source=B1719446#page19.tif  
source=B1719446#page20.tif  
source=B1719446#page21.tif  
source=B1719446#page22.tif  
source=B1719446#page23.tif  
source=B1719446#page24.tif  
source=B1719446#page25.tif  
source=B1719446#page26.tif  
source=B1719446#page27.tif  
source=B1719446#page28.tif  
source=B1719446#page29.tif  
source=B1719446#page30.tif  
source=B1719446#page31.tif  
source=B1719446#page32.tif  
source=B1719446#page33.tif  
source=B1719446#page34.tif  
source=B1719446#page35.tif  
source=B1719446#page36.tif  
source=B1719446#page37.tif  
source=B1719446#page38.tif  
source=B1719446#page39.tif  
source=B1719446#page40.tif



**ASSIGNMENT OF INVENTION  
AND RELATED INTELLECTUAL PROPERTY RIGHTS**

**Parties:**

**1 'The Inventors'**

**Dan NICULESCU-DUVAZ**

of Cancer Research UK Centre for Cancer Therapeutics, The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey SM2 5NG, United Kingdom

**Caroline Joy SPRINGER**

of Cancer Research UK Centre for Cancer Therapeutics, The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey SM2 5NG, United Kingdom

**Richard Malcolm MARAIS**

of The Institute of Cancer Research, 237 Fulham Road, London SW3 6JB, United Kingdom

**Harmen DIJKSTRA**

of Hezelburcht BioTop Consultancy, Hillegomstraat 12-14, 1058 LS, Amsterdam, The Netherlands

**Delphine MENARD**

of Cancer Research UK Centre for Cancer Therapeutics, The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey SM2 5NG, United Kingdom

**Ion NICULESCU-DUVAZ**

of Cancer Research UK Centre for Cancer Therapeutics, The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey SM2 5NG, United Kingdom

**Lawrence DAVIES**

of Cancer Research UK Centre for Cancer Therapeutics, The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey SM2 5NG, United Kingdom

**Arnaud NOURRY**

of Unité de Chimie Organique Moléculaire et Macromoléculaire, UMR-CNRS 6011, Université du Maine, Avenue Olivier Messiaen, 72085 Le Mans Cedex 9, France

**2 'ICR'**

**Institute of Cancer Research: Royal Cancer Hospital (The)**

of 123 Old Brompton Road, London, Greater London SW7 3RP, United Kingdom

**3 'The Applicants'**

**Cancer Research Technology Limited** (hereinafter referred to as "CRT")

of Sardinia House, Sardinia Street, London, Greater London WC2A 3NL, United Kingdom

**ICR** and

**Astex Therapeutics Limited** (hereinafter referred to as "Astex")

of 436 Cambridge Science Park, Milton Road, Cambridge, Cambridgeshire CB4 0QA, United Kingdom

**Recitals:**

**(A)** The Inventors are the joint inventors of the invention or inventions entitled *Meta Imidazo [4,5-b]pyridin-2-one and oxazolo[4,5-b]pyridin-2-one compounds and analogs thereof as therapeutic compounds* (hereinafter referred to as "the PCT Invention") the specification of which was filed on 26 April 2007 as International Patent Application No. PCT/GB2007/001534 (hereinafter referred to as "the PCT Application").

**(B)** The PCT Application claims priority from United Kingdom Application No. GB 0608268.9 and United States Provisional Application No. USSN 60/745,633, both filed on 26 April 2006 (hereinafter together referred to as "the Priority Applications").

**(C)** Inventors Niculescu-Duvaz (Dan), Springer, Marais, Dijkstra, Menard, Niculescu-Duvaz (Ion) and Davies were the joint inventors of the invention or inventions the subject of the Priority Applications (hereinafter referred to as "the Priority Invention").

**(D)** Inventors Niculescu-Duvaz (Dan), Springer, Marais, Dijkstra, Menard, Niculescu-Duvaz (Ion), Davies and Nourry were the joint inventors of the invention or inventions the subject of the PCT Application (hereinafter referred to as "the PCT Invention").

(E) The inventors were employed by ICR to carry out the research from which their contributions to the Priority Invention and the PCT Invention arose.

(F) The Inventors have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer, their contributions to the Priority Invention and the PCT Invention, and all rights, title and interest in, to, under and arising from the Priority Applications and the PCT Application and all national and regional patent applications derived from the PCT Application and any and all other applications linked by priority thereto, belong to their employer.

(G) The Applicants agreed before the Priority Applications were filed that they would be joint owners of the Priority Invention and the Priority Applications, and agreed before the PCT Application was filed that they would be joint owners of the PCT Invention and the PCT Application.

(H) In pursuance of that agreement, the Applicants have agreed to execute this Assignment in order to confirm and ensure that all rights, title and interest worldwide in, to, under and arising from the Priority Invention and Applications and the PCT Invention and Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto, belong jointly to the Applicants.

(I) The term "the Priority Applications and the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto" includes, but is not limited to, the Patent Applications set out in the Schedule hereto.

**Operative provisions:**

1 In consideration for the payment of £1.00 by ICR to each of the Inventors (the receipt and adequacy of which are hereby acknowledged) the Inventors hereby sell and assign to ICR absolutely and free from incumbrances all their rights title and interest in Canada and the United States and all other countries of the world in, to, under and arising from:

1.1 the Priority Invention and the Priority Applications, including (but not limited to) the worldwide right to file patent applications for the said invention and to claim priority from the Priority Applications; and

**1.2** the PCT Invention and the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto, including (but not limited to) the worldwide right to file patent applications for the said invention and to claim priority from any of the aforesaid patent applications, and including (but not limited to) US 60/745,633 and any other US patent applications.

**2** In consideration for the payment of £1.00 by the Applicants to ICR (the receipt and adequacy of which are hereby acknowledged) ICR hereby sells and assigns to the Applicants absolutely and free from incumbrances and to hold in equal undivided shares all its rights title and interest in Canada and the United States and all other countries of the world in, to, under and arising from:

**2.1** the Priority Invention and the Priority Applications, including (but not limited to) the worldwide right to file patent applications for the said invention and to claim priority from the Priority Applications; and

**2.2** the PCT Invention and the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto, including (but not limited to) the worldwide right to file patent applications for the said invention and to claim priority from any of the aforesaid patent applications, and including (but not limited to) US 60/745,633 and any other US patent applications.

**3** For the avoidance of doubt, all of the parties declare that the assignment of any and all patents and patent applications herein includes any divisionals, continuations, continuations-in-part, re-issues, re-examinations, renewals, and extensions thereof, and the right to apply for prosecute and obtain patent and other industrial property protection throughout the world in respect of the invention or inventions which are the subject of the such patents and applications, and the right to claim priority from such applications in any and all subsequent applications, and any and all patents that may be granted pursuant to any of the aforesaid applications for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates, and includes all rights and powers arising or accrued from any of the aforesaid patents and applications 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; the said interest being the entire ownership of all said Letters Patent when granted, to be held and enjoyed by the assignee to the full end of the term for which the said Letters Patent may be granted, as fully

and entirely as the same would have been held and enjoyed by the assignor if this assignment had not been made.

4 The Inventors and the Applicants 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 Canada or the United States or any other countries or regions of the world which shall fall within the scope of this Assignment, as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other Patent Office for recordation of this document. It is understood and agreed that the Applicants' attorneys Mewburn Ellis LLP have represented only the Applicants and will continue to represent only the Applicants with respect to this invention.

5 The Inventors and ICR hereby request the relevant authorities in all countries of the world to issue any patents granted for the Priority Invention or the PCT Invention in the name of the Applicants or their successors or assigns in accordance with this assignment.

6 Both the Inventors and ICR hereby UNDERTAKE that, at the request and cost of any of the Applicants or their successors or assigns, they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to the Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Applicants or their successors or assigns of all rights title and interest assigned to the Applicants hereunder and to confirm the title of the Applicants or their successors or assigns to all such rights title and interest.

7 For the consideration aforesaid, the Inventors and ICR agree that they will, upon request, communicate to the Applicants or the representatives thereof any facts known to them respecting the Priority or PCT Inventions or the Priority or PCT Applications and any other applications linked by priority thereto and any patents granted pursuant to any of the foregoing applications, and will, upon request, but without expense to the Inventors, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue, re-examination, renewal and extension applications, and generally do all other and further lawful acts deemed necessary or expedient by the Applicants or by counsel for the Applicants or any of them to assist or enable the Applicants or any of them to obtain and enforce full benefits from the rights and interests herein assigned.

**8** This assignment and undertaking shall be binding upon the Inventors' and ICR's heirs, executors, administrators, successors and/or assigns and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Applicants.

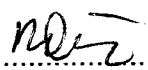
AS WITNESS the signatures of (or of duly authorised officers of) the parties hereto

**SCHEDULE**  
**The Patent Applications**

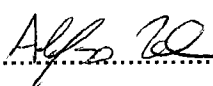
COUNTRY	Mewburn Ellis LLP REFERENCE NO.	APPLN. NO.	FILING DATE
GB	6377378	GB 0423554.5	26.04.2006
US	6364095	US 60/745,633	26.04.2006
PCT	6457907	PCT/GB2007/001534	26.04.2007
US	6591259		26.04.2007
EP	6591267	EP 07732571.0	26.04.2007
NO	6591275		26.04.2007
ZA	6591283		26.04.2007
AU	6591291		26.04.2007
NZ	6591309		26.04.2007
IN	6591317		26.04.2007
JP	6591325		26.04.2007
BR	6591333		26.04.2007
CA	6591341		26.04.2007
CN	6591358		26.04.2007



SIGNED by )  
Dan **NICULESCU-DUVAZ** )  
at: SUTTON, U.K. )  
on: 29.10.08 )  
in the presence of: )

Signature: 

Witness

Signature: 

Name: ALFONSO ZARBON

Address: The Institute of  
Cancer Research  
CRUK 1265  
15 Cotswold Road  
Sutton Surrey SM2 5NG  
U K

SIGNED by )  
Caroline Joy **SPRINGER** )  
at: )  
on: )  
in the presence of: )

Signature: .....

Witness

Signature: .....

Name:

Address:

SIGNED by )  
Richard Malcolm **MARAIS** )  
at: )  
on: )  
in the presence of: )

Signature: .....

Witness

Signature: .....

Name:

Address:

SIGNED by )

Harmen **DIJKSTRA** )

at: ..... )

on: ..... )

in the presence of: )

Signature: .....

Witness

Signature: .....

Name:

Address:

SIGNED by )

Delphine **MENARD** )

at: SUTTON, UK )

on: 29.10.08 )

in the presence of: )

Signature: .....

Witness

Signature: Alfonso .....

Name: ALFONSO ZARBON

Address: The Institute of  
Cancer Research  
CRUK 12b3  
15 Cotswold Road  
Sutton Surrey SM2 5NG  
UK

SIGNED by )

Ion **NICULESCU-DUVAZ** )

at: SUTTON, UK )

on: 30.10.2008 )

in the presence of: )

Signature: Ion .....

Witness

Signature: Alfonso .....

Name: ALFONSO ZARBON

Address: The Institute of  
Cancer Research  
CRUK 12b3  
15 Cotswold Road  
Sutton Surrey SM2 5NG  
UK

SIGNED by )

Lawrence **DAVIES** )

at: SUTTON, UK )

on: 30/10/2008 )

in the presence of: )

Signature: Lawrence Davies

Witness

Signature: [Signature]

Name: ALFONSO CARBON

Address: The Institute of  
Cancer Research  
CRUK 125  
15 Cotswold Road  
Sutton Surrey ST2 5UG  
UK

SIGNED by )

Arnaud **NOURRY** )

at: ..... )

on: ..... )

in the presence of: )

Signature: .....

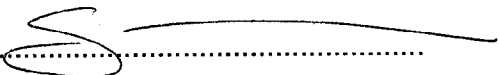
Witness


Signature: .....

Name:

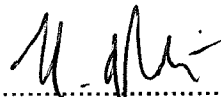
Address:

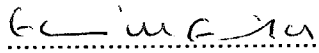
SIGNED for and on behalf of )  
**Institute of Cancer Research:** )  
**Royal Cancer Hospital (The)** )  
at: LONDON, UK )  
on: 7 NOV 2008 )  
in the presence of: )

Signature:   
Name: SWAN BRIGHT  
Position: DIRECTOR OF ENTERPRISE


Witness  
Signature:   
Name: ELIZABETH BENNETT  
Address: 87 CHESSON ROAD  
LONDON W14 9QS


SIGNED for and on behalf of )  
**Astex Therapeutics Limited** )  
at: Cambridge, UK )  
on: 11 November 2008 )  
in the presence of: )

Signature:   
Name: HARREN JHOTI  
Position: CEO

Witness  
Signature:   
Name: ELAINE FIELD  
Address: 23 Kestrel Close  
Cottenham  
CB24 8AW

SIGNED for and on behalf of )  
**Cancer Research Technology** )  
**Limited** )  
at: London UK )  
on: 13/11/08 )  
in the presence of: )

Signature:   
Name: Keith Blundy PhD MBA  
Position: Chief Executive Officer

Witness  
Signature:   
Name: ANDREW WAZDRON  
Address: SARDINIA HOUSE  
SARDINIA STREET  
LONDON WC2A 3NL

**ASSIGNMENT OF INVENTION  
AND RELATED INTELLECTUAL PROPERTY RIGHTS**

2

**Parties:**

**1 'The Inventors'**

Dan **NICULESCU-DUVAZ**

of Cancer Research UK Centre for Cancer Therapeutics, The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey SM2 5NG, United Kingdom

Caroline Joy **SPRINGER**

of Cancer Research UK Centre for Cancer Therapeutics, The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey SM2 5NG, United Kingdom

Richard Malcolm **MARAIS**

of The Institute of Cancer Research, 237 Fulham Road, London SW3 6JB, United Kingdom

Harmen **DIJKSTRA**

of Hezelburcht BioTop Consultancy, Hillegomstraat 12-14, 1058 LS, Amsterdam, The Netherlands

Delphine **MENARD**

of Cancer Research UK Centre for Cancer Therapeutics, The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey SM2 5NG, United Kingdom

Ion **NICULESCU-DUVAZ**

of Cancer Research UK Centre for Cancer Therapeutics, The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey SM2 5NG, United Kingdom

Lawrence **DAVIES**

of Cancer Research UK Centre for Cancer Therapeutics, The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey SM2 5NG, United Kingdom

Arnaud **NOURRY**

of Unité de Chimie Organique Moléculaire et Macromoléculaire, UMR-CNRS 6011, Université du Maine, Avenue Olivier Messiaen, 72085 Le Mans Cedex 9, France

WJW/LP6457907

Assignment

**2      'ICR'**

**Institute of Cancer Research: Royal Cancer Hospital (The)**

of 123 Old Brompton Road, London, Greater London SW7 3RP, United Kingdom

**3      'The Applicants'**

**Cancer Research Technology Limited** (hereinafter referred to as "CRT")

of Sardinia House, Sardinia Street, London, Greater London WC2A 3NL, United Kingdom

**ICR** and

**Astex Therapeutics Limited** (hereinafter referred to as "Astex")

of 436 Cambridge Science Park, Milton Road, Cambridge, Cambridgeshire CB4 0QA, United Kingdom

**Recitals:**

**(A)**     The Inventors are the joint inventors of the invention or inventions entitled *Meta Imidazo [4,5-b]pyridin-2-one and oxazolo[4,5-b]pyridin-2-one compounds and analogs thereof as therapeutic compounds* (hereinafter referred to as "the PCT Invention") the specification of which was filed on 26 April 2007 as International Patent Application No. PCT/GB2007/001534 (hereinafter referred to as "the PCT Application").

**(B)**     The PCT Application claims priority from United Kingdom Application No. GB 0608268.9 and United States Provisional Application No. USSN 60/745,633, both filed on 26 April 2006 (hereinafter together referred to as "the Priority Applications").

**(C)**     Inventors Niculescu-Duvaz (Dan), Springer, Marais, Dijkstra, Menard, Niculescu-Duvaz (Ion) and Davies were the joint inventors of the invention or inventions the subject of the Priority Applications (hereinafter referred to as "the Priority Invention").

**(D)**     Inventors Niculescu-Duvaz (Dan), Springer, Marais, Dijkstra, Menard, Niculescu-Duvaz (Ion), Davies and Nourry were the joint inventors of the invention or inventions the subject of the PCT Application (hereinafter referred to as "the PCT Invention").

**WJW/LP6457907**

**Assignment**

(E) The inventors were employed by ICR to carry out the research from which their contributions to the Priority Invention and the PCT Invention arose.

(F) The Inventors have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer, their contributions to the Priority Invention and the PCT Invention, and all rights, title and interest in, to, under and arising from the Priority Applications and the PCT Application and all national and regional patent applications derived from the PCT Application and any and all other applications linked by priority thereto, belong to their employer.

(G) The Applicants agreed before the Priority Applications were filed that they would be joint owners of the Priority Invention and the Priority Applications, and agreed before the PCT Application was filed that they would be joint owners of the PCT Invention and the PCT Application.

(H) In pursuance of that agreement, the Applicants have agreed to execute this Assignment in order to confirm and ensure that all rights, title and interest worldwide in, to, under and arising from the Priority Invention and Applications and the PCT Invention and Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto, belong jointly to the Applicants.

(I) The term "the Priority Applications and the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto" includes, but is not limited to, the Patent Applications set out in the Schedule hereto.

**Operative provisions:**

1 In consideration for the payment of £1.00 by ICR to each of the Inventors (the receipt and adequacy of which are hereby acknowledged) the Inventors hereby sell and assign to ICR absolutely and free from incumbrances all their rights title and interest in Canada and the United States and all other countries of the world in, to, under and arising from:

1.1 the Priority Invention and the Priority Applications, including (but not limited to) the worldwide right to file patent applications for the said invention and to claim priority from the Priority Applications; and

WJW/ILP6457907

Assignment

**1.2** the PCT Invention and the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto, including (but not limited to) the worldwide right to file patent applications for the said invention and to claim priority from any of the aforesaid patent applications, and including (but not limited to) US 60/745,633 and any other US patent applications.

**2** In consideration for the payment of £1.00 by the Applicants to ICR (the receipt and adequacy of which are hereby acknowledged) ICR hereby sells and assigns to the Applicants absolutely and free from incumbrances and to hold in equal undivided shares all its rights title and interest in Canada and the United States and all other countries of the world in, to, under and arising from:

**2.1** the Priority Invention and the Priority Applications, including (but not limited to) the worldwide right to file patent applications for the said invention and to claim priority from the Priority Applications; and

**2.2** the PCT Invention and the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto, including (but not limited to) the worldwide right to file patent applications for the said invention and to claim priority from any of the aforesaid patent applications, and including (but not limited to) US 60/745,633 and any other US patent applications.

**3** For the avoidance of doubt, all of the parties declare that the assignment of any and all patents and patent applications herein includes any divisionals, continuations, continuations-in-part, re-issues, re-examinations, renewals, and extensions thereof, and the right to apply for prosecute and obtain patent and other industrial property protection throughout the world in respect of the invention or inventions which are the subject of the such patents and applications, and the right to claim priority from such applications in any and all subsequent applications, and any and all patents that may be granted pursuant to any of the aforesaid applications for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates, and includes all rights and powers arising or accrued from any of the aforesaid patents and applications 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; the said interest being the entire ownership of all said Letters Patent when granted, to be held and enjoyed by the assignee to the full end of the term for which the said Letters Patent may be granted, as fully



and entirely as the same would have been held and enjoyed by the assignor if this assignment had not been made.

4 The Inventors and the Applicants 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 Canada or the United States or any other countries or regions of the world which shall fall within the scope of this Assignment, as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other Patent Office for recordation of this document. It is understood and agreed that the Applicants' attorneys Mewburn Ellis LLP have represented only the Applicants and will continue to represent only the Applicants with respect to this invention.

5 The Inventors and ICR hereby request the relevant authorities in all countries of the world to issue any patents granted for the Priority Invention or the PCT Invention in the name of the Applicants or their successors or assigns in accordance with this assignment.

6 Both the Inventors and ICR hereby UNDERTAKE that, at the request and cost of any of the Applicants or their successors or assigns, they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to the Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Applicants or their successors or assigns of all rights title and interest assigned to the Applicants hereunder and to confirm the title of the Applicants or their successors or assigns to all such rights title and interest.

7 For the consideration aforesaid, the Inventors and ICR agree that they will, upon request, communicate to the Applicants or the representatives thereof any facts known to them respecting the Priority or PCT Inventions or the Priority or PCT Applications and any other applications linked by priority thereto and any patents granted pursuant to any of the foregoing applications, and will, upon request, but without expense to the Inventors, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue, re-examination, renewal and extension applications, and generally do all other and further lawful acts deemed necessary or expedient by the Applicants or by counsel for the Applicants or any of them to assist or enable the Applicants or any of them to obtain and enforce full benefits from the rights and interests herein assigned.

**8** This assignment and undertaking shall be binding upon the Inventors' and ICR's heirs, executors, administrators, successors and/or assigns and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Applicants.

AS WITNESS the signatures of (or of duly authorised officers of) the parties hereto

**SCHEDULE**  
**The Patent Applications**

COUNTRY	Mewburn Ellis LLP REFERENCE NO.	APPLN. NO.	FILING DATE
GB	6377378	GB 0423554.5	26.04.2006
US	6364095	US 60/745,633	26.04.2006
PCT	6457907	PCT/GB2007/001534	26.04.2007
US	6591259		26.04.2007
EP	6591267	EP 07732571.0	26.04.2007
NO	6591275		26.04.2007
ZA	6591283		26.04.2007
AU	6591291		26.04.2007
NZ	6591309		26.04.2007
IN	6591317		26.04.2007
JP	6591325		26.04.2007
BR	6591333		26.04.2007
CA	6591341		26.04.2007
CN	6591358		26.04.2007

WJW/LP6457907

Assignment

SIGNED by )  
Dan **NICULESCU-DUVAZ** )  
at: ..... )  
on: ..... )  
in the presence of: )

Signature: .....


Witness

Signature: .....

Name:

Address:

SIGNED by )  
Caroline Joy **SPRINGER** )  
at: London, UK )  
on: 24 Oct 2008 )  
in the presence of: )

Signature: 

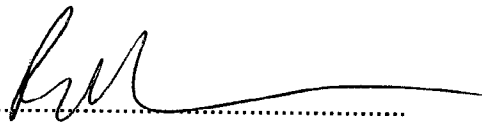
Witness

Signature: 

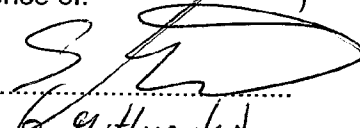
Name: **JANINE ERLOR**

Address: **THE ICR  
237 FULHAM ROAD  
LONDON  
SW3 6JB**

SIGNED by )  
Richard Malcolm **MARAIS** )  
at: LONDON, UK )  
on: 24.10.08 )  
in the presence of: )

Signature: 

Witness

Signature: 

Name: **S. Mittnacht**

Address: **The ICR  
237 Fulham Rd  
London  
SW3 6JB**

WJW/LP6457907

Assignment

SIGNED by )

Harmen **DIJKSTRA** )

at: ..... )

on: ..... )

in the presence of: )

Signature: .....

Witness

Signature: .....

Name:

Address:

SIGNED by )

Delphine **MENARD** )

at: ..... )

on: ..... )

in the presence of: )

Signature: .....

Witness

Signature: .....

Name:

Address:

SIGNED by )

Ion **NICULESCU-DUVAZ** )

at: ..... )

on: ..... )

in the presence of: )

Signature: .....

Witness

Signature: .....

Name:

Address:

WJW/LP6457907

Assignment

SIGNED by )

Lawrence **DAVIES** )

at: ..... )

on: ..... )

in the presence of: )

Signature: .....

Witness

Signature: .....

Name:

Address:

SIGNED by )

Arnaud **NOURRY** )

at: ..... )

on: ..... )

in the presence of: )

Signature: .....

Witness

Signature: .....

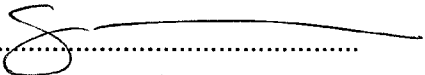
Name:

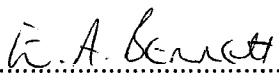
Address:

WJW/LP6457907

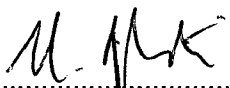
Assignment

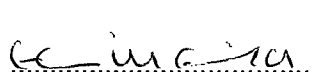
SIGNED for and on behalf of )  
**Institute of Cancer Research:** )  
**Royal Cancer Hospital (The)** )  
at: ..... LONDON, UK )  
on: ..... 7 NOV 2008 )  
in the presence of: )

Signature: .....  .....  
Name: SWAN BRIGHT  
Position: DIRECTOR OF ENTERPRISE

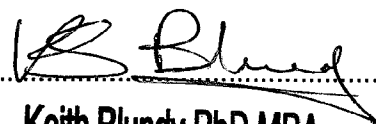
Witness  
Signature: .....  .....  
Name: ELIZABETH BENNETT  
Address: 87 CHEBON ROAD  
LONDON W14 9QS

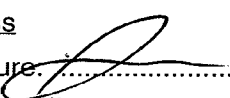
SIGNED for and on behalf of )  
**Astex Therapeutics Limited** )  
at: Cambridge, UK )  
on: ..... 11 November 2008 )  
in the presence of: )

Signature: .....  .....  
Name: HARREN JHOTI  
Position: CEO

Witness  
Signature: .....  .....  
Name: ELAINE FIELD  
Address: 23 Kestrel Close  
Cottenham  
CB24 8AN

SIGNED for and on behalf of )  
**Cancer Research Technology** )  
**Limited** )  
at: London UK )  
on: ..... 13/11/08 )  
in the presence of: )

Signature: .....  .....  
Name: **Keith Blundy PhD MBA**  
Position: **Chief Executive Officer**

Witness  
Signature: .....  .....  
Name: ANDREW WARREN  
Address: SALPINIA HOUSE  
LONDON WC2A 3NG

3

**ASSIGNMENT OF INVENTION  
AND RELATED INTELLECTUAL PROPERTY RIGHTS**

**Parties:**

**1 'The Inventors'**

**Dan NICULESCU-DUVAZ**

of Cancer Research UK Centre for Cancer Therapeutics, The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey SM2 5NG, United Kingdom

**Caroline Joy SPRINGER**

of Cancer Research UK Centre for Cancer Therapeutics, The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey SM2 5NG, United Kingdom

**Richard Malcolm MARAIS**

of The Institute of Cancer Research, 237 Fulham Road, London SW3 6JB, United Kingdom

**Harmen DIJKSTRA**

of Hezelburcht BioTop Consultancy, Hillegomstraat 12-14, 1058 LS, Amsterdam, The Netherlands

**Delphine MENARD**

of Cancer Research UK Centre for Cancer Therapeutics, The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey SM2 5NG, United Kingdom

**Ion NICULESCU-DUVAZ**

of Cancer Research UK Centre for Cancer Therapeutics, The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey SM2 5NG, United Kingdom

**Lawrence DAVIES**

of Cancer Research UK Centre for Cancer Therapeutics, The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey SM2 5NG, United Kingdom

**Arnaud NOURRY**

of Unité de Chimie Organique Moléculaire et Macromoléculaire, UMR-CNRS 6011, Université du Maine, Avenue Olivier Messiaen, 72085 Le Mans Cedex 9, France

**2 'ICR'**

**Institute of Cancer Research: Royal Cancer Hospital (The)**  
of 123 Old Brompton Road, London, Greater London SW7 3RP, United Kingdom

**3 'The Applicants'**

**Cancer Research Technology Limited** (hereinafter referred to as "CRT")  
of Sardinia House, Sardinia Street, London, Greater London WC2A 3NL, United Kingdom

**ICR and**

**Astex Therapeutics Limited** (hereinafter referred to as "Astex")  
of 436 Cambridge Science Park, Milton Road, Cambridge, Cambridgeshire CB4 0QA, United Kingdom

**Recitals:**

**(A)** The Inventors are the joint inventors of the invention or inventions entitled *Meta Imidazo [4,5-b]pyridin-2-one and oxazolo[4,5-b]pyridin-2-one compounds and analogs thereof as therapeutic compounds* (hereinafter referred to as "the PCT Invention") the specification of which was filed on 26 April 2007 as International Patent Application No. PCT/GB2007/001534 (hereinafter referred to as "the PCT Application").

**(B)** The PCT Application claims priority from United Kingdom Application No. GB 0608268.9 and United States Provisional Application No. USSN 60/745,633, both filed on 26 April 2006 (hereinafter together referred to as "the Priority Applications").

**(C)** Inventors Niculescu-Duvaz (Dan), Springer, Marais, Dijkstra, Menard, Niculescu-Duvaz (Ion) and Davies were the joint inventors of the invention or inventions the subject of the Priority Applications (hereinafter referred to as "the Priority Invention").

**(D)** Inventors Niculescu-Duvaz (Dan), Springer, Marais, Dijkstra, Menard, Niculescu-Duvaz (Ion), Davies and Nourry were the joint inventors of the invention or inventions the subject of the PCT Application (hereinafter referred to as "the PCT Invention").



(E) The inventors were employed by ICR to carry out the research from which their contributions to the Priority Invention and the PCT Invention arose.

(F) The Inventors have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer, their contributions to the Priority Invention and the PCT Invention, and all rights, title and interest in, to, under and arising from the Priority Applications and the PCT Application and all national and regional patent applications derived from the PCT Application and any and all other applications linked by priority thereto, belong to their employer.

(G) The Applicants agreed before the Priority Applications were filed that they would be joint owners of the Priority Invention and the Priority Applications, and agreed before the PCT Application was filed that they would be joint owners of the PCT Invention and the PCT Application.

(H) In pursuance of that agreement, the Applicants have agreed to execute this Assignment in order to confirm and ensure that all rights, title and interest worldwide in, to, under and arising from the Priority Invention and Applications and the PCT Invention and Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto, belong jointly to the Applicants.

(I) The term "the Priority Applications and the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto" includes, but is not limited to, the Patent Applications set out in the Schedule hereto.

**Operative provisions:**

1 In consideration for the payment of £1.00 by ICR to each of the Inventors (the receipt and adequacy of which are hereby acknowledged) the Inventors hereby sell and assign to ICR absolutely and free from incumbrances all their rights title and interest in Canada and the United States and all other countries of the world in, to, under and arising from:

1.1 the Priority Invention and the Priority Applications, including (but not limited to) the worldwide right to file patent applications for the said invention and to claim priority from the Priority Applications; and

**1.2** the PCT Invention and the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto, including (but not limited to) the worldwide right to file patent applications for the said invention and to claim priority from any of the aforesaid patent applications, and including (but not limited to) US 60/745,633 and any other US patent applications.

**2** In consideration for the payment of £1.00 by the Applicants to ICR (the receipt and adequacy of which are hereby acknowledged) ICR hereby sells and assigns to the Applicants absolutely and free from incumbrances and to hold in equal undivided shares all its rights title and interest in Canada and the United States and all other countries of the world in, to, under and arising from:

**2.1** the Priority Invention and the Priority Applications, including (but not limited to) the worldwide right to file patent applications for the said invention and to claim priority from the Priority Applications; and

**2.2** the PCT Invention and the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto, including (but not limited to) the worldwide right to file patent applications for the said invention and to claim priority from any of the aforesaid patent applications, and including (but not limited to) US 60/745,633 and any other US patent applications.

**3** For the avoidance of doubt, all of the parties declare that the assignment of any and all patents and patent applications herein includes any divisionals, continuations, continuations-in-part, re-issues, re-examinations, renewals, and extensions thereof, and the right to apply for prosecute and obtain patent and other industrial property protection throughout the world in respect of the invention or inventions which are the subject of the such patents and applications, and the right to claim priority from such applications in any and all subsequent applications, and any and all patents that may be granted pursuant to any of the aforesaid applications for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates, and includes all rights and powers arising or accrued from any of the aforesaid patents and applications 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; the said interest being the entire ownership of all said Letters Patent when granted, to be held and enjoyed by the assignee to the full end of the term for which the said Letters Patent may be granted, as fully

and entirely as the same would have been held and enjoyed by the assignor if this assignment had not been made.

4 The Inventors and the Applicants 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 Canada or the United States or any other countries or regions of the world which shall fall within the scope of this Assignment, as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other Patent Office for recordation of this document. It is understood and agreed that the Applicants' attorneys Mewburn Ellis LLP have represented only the Applicants and will continue to represent only the Applicants with respect to this invention.

5 The Inventors and ICR hereby request the relevant authorities in all countries of the world to issue any patents granted for the Priority Invention or the PCT Invention in the name of the Applicants or their successors or assigns in accordance with this assignment.

6 Both the Inventors and ICR hereby UNDERTAKE that, at the request and cost of any of the Applicants or their successors or assigns, they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to the Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Applicants or their successors or assigns of all rights title and interest assigned to the Applicants hereunder and to confirm the title of the Applicants or their successors or assigns to all such rights title and interest.

7 For the consideration aforesaid, the Inventors and ICR agree that they will, upon request, communicate to the Applicants or the representatives thereof any facts known to them respecting the Priority or PCT Inventions or the Priority or PCT Applications and any other applications linked by priority thereto and any patents granted pursuant to any of the foregoing applications, and will, upon request, but without expense to the Inventors, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue, re-examination, renewal and extension applications, and generally do all other and further lawful acts deemed necessary or expedient by the Applicants or by counsel for the Applicants or any of them to assist or enable the Applicants or any of them to obtain and enforce full benefits from the rights and interests herein assigned.

**8** This assignment and undertaking shall be binding upon the Inventors' and ICR's heirs, executors, administrators, successors and/or assigns and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Applicants.

AS WITNESS the signatures of (or of duly authorised officers of) the parties hereto

**SCHEDULE**  
**The Patent Applications**

COUNTRY	Mewburn Ellis LLP REFERENCE NO.	APPLN. NO.	FILING DATE
GB	6377378	GB 0423554.5	26.04.2006
US	6364095	US 60/745,633	26.04.2006
PCT	6457907	PCT/GB2007/001534	26.04.2007
US	6591259		26.04.2007
EP	6591267	EP 07732571.0	26.04.2007
NO	6591275		26.04.2007
ZA	6591283		26.04.2007
AU	6591291		26.04.2007
NZ	6591309		26.04.2007
IN	6591317		26.04.2007
JP	6591325		26.04.2007
BR	6591333		26.04.2007
CA	6591341		26.04.2007
CN	6591358		26.04.2007

SIGNED by )  
Dan **NICULESCU-DUVAZ** )  
at: ..... )  
on: ..... )  
in the presence of: )

Signature: .....

Witness

Signature: .....

Name:

Address:

SIGNED by )  
Caroline Joy **SPRINGER** )  
at: ..... )  
on: ..... )  
in the presence of: )

Signature: .....

Witness

Signature: .....

Name:

Address:

SIGNED by )  
Richard Malcolm **MARAIS** )  
at: ..... )  
on: ..... )  
in the presence of: )

Signature: .....

Witness

Signature: .....

Name:

Address:

SIGNED by )

Harmen **DIJKSTRA** )

at: Amsterdam, NL )

on: 23/10/2008 )

in the presence of: )

Witness

Signature: B. Stooë

Name: B. Stooë

Address: Hezelburcht BioTop  
Hillegom straat 12-14  
1058 LS Amsterdam  
The Netherlands.

Signature: 

SIGNED by )

Delphine **MENARD** )

at: ..... )

on: ..... )

in the presence of: )

Witness

Signature: .....

Name:

Address:

Signature: .....

SIGNED by )

Ion **NICULESCU-DUVAZ** )

at: ..... )

on: ..... )

in the presence of: )

Witness

Signature: .....

Name:

Address:

Signature: .....

SIGNED by )  
Lawrence **DAVIES** )  
at: ..... )  
on: ..... )  
in the presence of: )

Signature: .....

Witness

Signature: .....

Name:

Address:

SIGNED by )  
Arnaud **NOURRY** )  
at: ..... )  
on: ..... )  
in the presence of: )

Signature: .....

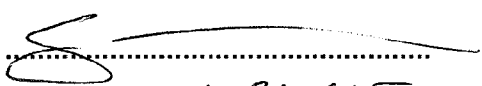
Witness

Signature: .....

Name:

Address:

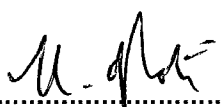
SIGNED for and on behalf of )  
**Institute of Cancer Research:** )  
**Royal Cancer Hospital (The)** )  
at: LONDON, UK )  
on: 7 NOV 2008 )  
in the presence of: )

Signature:   
Name: SWAN BRIGHT  
Position: DIRECTOR OF ENTERPRISE

Witness

Signature: E.A. Bennett  
Name: ELIZABETH BENNETT  
Address: 87 CHESSON ROAD  
LONDON W14 9QS

SIGNED for and on behalf of )  
**Astex Therapeutics Limited** )  
at: Cambridge UK )  
on: 11 November 2008 )  
in the presence of: )

Signature:   
Name: HARREN JHUTTI  
Position: CEO

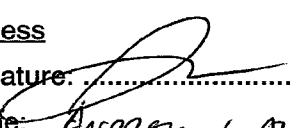
Witness

Signature: E. C. M. G. 10  
Name: ELAINE FIELD  
Address: 23 Kestrel Close  
Cottenham  
CB24 8AN

SIGNED for and on behalf of )  
**Cancer Research Technology** )  
**Limited** )  
at: London UK )  
on: 13/11/08 )  
in the presence of: )

Signature:   
Name: Keith Blundy PhD MBA  
Position: Chief Executive Officer

Witness

Signature:   
Name: SARGINA HAWK  
Address: SARDINIA STREET  
LONDON WC2A 3NL



4

**ASSIGNMENT OF INVENTION  
AND RELATED INTELLECTUAL PROPERTY RIGHTS**

**Parties:**

**1 'The Inventors'**

Dan **NICULESCU-DUVAZ**

of Cancer Research UK Centre for Cancer Therapeutics, The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey SM2 5NG, United Kingdom

Caroline Joy **SPRINGER**

of Cancer Research UK Centre for Cancer Therapeutics, The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey SM2 5NG, United Kingdom

Richard Malcolm **MARAIS**

of The Institute of Cancer Research, 237 Fulham Road, London SW3 6JB, United Kingdom

Harmen **DIJKSTRA**

of Hezelburcht BioTop Consultancy, Hillegomstraat 12-14, 1058 LS, Amsterdam, The Netherlands

Delphine **MENARD**

of Cancer Research UK Centre for Cancer Therapeutics, The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey SM2 5NG, United Kingdom

Ion **NICULESCU-DUVAZ**

of Cancer Research UK Centre for Cancer Therapeutics, The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey SM2 5NG, United Kingdom

Lawrence **DAVIES**

of Cancer Research UK Centre for Cancer Therapeutics, The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey SM2 5NG, United Kingdom

Arnaud **NOURRY**

of Unité de Chimie Organique Moléculaire et Macromoléculaire, UMR-CNRS 6011, Université du Maine, Avenue Olivier Messiaen, 72085 Le Mans Cedex 9, France

**2      'ICR'**

**Institute of Cancer Research: Royal Cancer Hospital (The)**

of 123 Old Brompton Road, London, Greater London SW7 3RP, United Kingdom

**3      'The Applicants'**

**Cancer Research Technology Limited** (hereinafter referred to as "CRT")

of Sardinia House, Sardinia Street, London, Greater London WC2A 3NL, United Kingdom

**ICR** and

**Astex Therapeutics Limited** (hereinafter referred to as "Astex")

of 436 Cambridge Science Park, Milton Road, Cambridge, Cambridgeshire CB4 0QA, United Kingdom

**Recitals:**

**(A)**    The Inventors are the joint inventors of the invention or inventions entitled *Meta Imidazo [4,5-b]pyridin-2-one and oxazolo[4,5-b]pyridin-2-one compounds and analogs thereof as therapeutic compounds* (hereinafter referred to as "the PCT Invention") the specification of which was filed on 26 April 2007 as International Patent Application No. PCT/GB2007/001534 (hereinafter referred to as "the PCT Application").

**(B)**    The PCT Application claims priority from United Kingdom Application No. GB 0608268.9 and United States Provisional Application No. USSN 60/745,633, both filed on 26 April 2006 (hereinafter together referred to as "the Priority Applications").

**(C)**    Inventors Niculescu-Duvaz (Dan), Springer, Marais, Dijkstra, Menard, Niculescu-Duvaz (Ion) and Davies were the joint inventors of the invention or inventions the subject of the Priority Applications (hereinafter referred to as "the Priority Invention").

**(D)**    Inventors Niculescu-Duvaz (Dan), Springer, Marais, Dijkstra, Menard, Niculescu-Duvaz (Ion), Davies and Nourry were the joint inventors of the invention or inventions the subject of the PCT Application (hereinafter referred to as "the PCT Invention").

(E) The inventors were employed by ICR to carry out the research from which their contributions to the Priority Invention and the PCT Invention arose.

(F) The Inventors have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer, their contributions to the Priority Invention and the PCT Invention, and all rights, title and interest in, to, under and arising from the Priority Applications and the PCT Application and all national and regional patent applications derived from the PCT Application and any and all other applications linked by priority thereto, belong to their employer.

(G) The Applicants agreed before the Priority Applications were filed that they would be joint owners of the Priority Invention and the Priority Applications, and agreed before the PCT Application was filed that they would be joint owners of the PCT Invention and the PCT Application.

(H) In pursuance of that agreement, the Applicants have agreed to execute this Assignment in order to confirm and ensure that all rights, title and interest worldwide in, to, under and arising from the Priority Invention and Applications and the PCT Invention and Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto, belong jointly to the Applicants.

(I) The term "the Priority Applications and the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto" includes, but is not limited to, the Patent Applications set out in the Schedule hereto.

**Operative provisions:**

1 In consideration for the payment of £1.00 by ICR to each of the Inventors (the receipt and adequacy of which are hereby acknowledged) the Inventors hereby sell and assign to ICR absolutely and free from incumbrances all their rights title and interest in Canada and the United States and all other countries of the world in, to, under and arising from:

1.1 the Priority Invention and the Priority Applications, including (but not limited to) the worldwide right to file patent applications for the said invention and to claim priority from the Priority Applications; and

**1.2** the PCT Invention and the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto, including (but not limited to) the worldwide right to file patent applications for the said invention and to claim priority from any of the aforesaid patent applications, and including (but not limited to) US 60/745,633 and any other US patent applications.

**2** In consideration for the payment of £1.00 by the Applicants to ICR (the receipt and adequacy of which are hereby acknowledged) ICR hereby sells and assigns to the Applicants absolutely and free from incumbrances and to hold in equal undivided shares all its rights title and interest in Canada and the United States and all other countries of the world in, to, under and arising from:

**2.1** the Priority Invention and the Priority Applications, including (but not limited to) the worldwide right to file patent applications for the said invention and to claim priority from the Priority Applications; and

**2.2** the PCT Invention and the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto, including (but not limited to) the worldwide right to file patent applications for the said invention and to claim priority from any of the aforesaid patent applications, and including (but not limited to) US 60/745,633 and any other US patent applications.

**3** For the avoidance of doubt, all of the parties declare that the assignment of any and all patents and patent applications herein includes any divisionals, continuations, continuations-in-part, re-issues, re-examinations, renewals, and extensions thereof, and the right to apply for prosecute and obtain patent and other industrial property protection throughout the world in respect of the invention or inventions which are the subject of the such patents and applications, and the right to claim priority from such applications in any and all subsequent applications, and any and all patents that may be granted pursuant to any of the aforesaid applications for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates, and includes all rights and powers arising or accrued from any of the aforesaid patents and applications 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; the said interest being the entire ownership of all said Letters Patent when granted, to be held and enjoyed by the assignee to the full end of the term for which the said Letters Patent may be granted, as fully

and entirely as the same would have been held and enjoyed by the assignor if this assignment had not been made.

4 The Inventors and the Applicants 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 Canada or the United States or any other countries or regions of the world which shall fall within the scope of this Assignment, as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other Patent Office for recordation of this document. It is understood and agreed that the Applicants' attorneys Mewburn Ellis LLP have represented only the Applicants and will continue to represent only the Applicants with respect to this invention.

5 The Inventors and ICR hereby request the relevant authorities in all countries of the world to issue any patents granted for the Priority Invention or the PCT Invention in the name of the Applicants or their successors or assigns in accordance with this assignment.

6 Both the Inventors and ICR hereby UNDERTAKE that, at the request and cost of any of the Applicants or their successors or assigns, they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to the Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Applicants or their successors or assigns of all rights title and interest assigned to the Applicants hereunder and to confirm the title of the Applicants or their successors or assigns to all such rights title and interest.

7 For the consideration aforesaid, the Inventors and ICR agree that they will, upon request, communicate to the Applicants or the representatives thereof any facts known to them respecting the Priority or PCT Inventions or the Priority or PCT Applications and any other applications linked by priority thereto and any patents granted pursuant to any of the foregoing applications, and will, upon request, but without expense to the Inventors, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue, re-examination, renewal and extension applications, and generally do all other and further lawful acts deemed necessary or expedient by the Applicants or by counsel for the Applicants or any of them to assist or enable the Applicants or any of them to obtain and enforce full benefits from the rights and interests herein assigned.

**8** This assignment and undertaking shall be binding upon the Inventors' and ICR's heirs, executors, administrators, successors and/or assigns and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Applicants.

AS WITNESS the signatures of (or of duly authorised officers of) the parties hereto

**SCHEDULE**  
**The Patent Applications**

COUNTRY	Mewburn Ellis LLP REFERENCE NO.	APPLN. NO.	FILING DATE
GB	6377378	GB 0423554.5	26.04.2006
US	6364095	US 60/745,633	26.04.2006
PCT	6457907	PCT/GB2007/001534	26.04.2007
US	6591259		26.04.2007
EP	6591267	EP 07732571.0	26.04.2007
NO	6591275		26.04.2007
ZA	6591283		26.04.2007
AU	6591291		26.04.2007
NZ	6591309		26.04.2007
IN	6591317		26.04.2007
JP	6591325		26.04.2007
BR	6591333		26.04.2007
CA	6591341		26.04.2007
CN	6591358		26.04.2007

SIGNED by )  
Dan **NICULESCU-DUVAZ** )  
at: ..... )  
on: ..... )  
in the presence of: )

Signature: .....

Witness

Signature: .....

Name:

Address:

SIGNED by )  
Caroline Joy **SPRINGER** )  
at: ..... )  
on: ..... )  
in the presence of: )

Signature: .....

Witness

Signature: .....

Name:

Address:

SIGNED by )  
Richard Malcolm **MARAIS** )  
at: ..... )  
on: ..... )  
in the presence of: )

Signature: .....

Witness

Signature: .....

Name:

Address:

SIGNED by )  
Harmen **DIJKSTRA** )  
at: ..... )  
on: ..... )  
in the presence of: )

Signature: .....

Witness

Signature: .....

Name:

Address:

SIGNED by )  
Delphine **MENARD** )  
at: ..... )  
on: ..... )  
in the presence of: )

Signature: .....

Witness

Signature: .....

Name:

Address:

SIGNED by )  
Ion **NICULESCU-DUVAZ** )  
at: ..... )  
on: ..... )  
in the presence of: )

Signature: .....

Witness

Signature: .....

Name:

Address:



SIGNED by )  
Lawrence **DAVIES** )  
at: ..... )  
on: ..... )  
in the presence of: )

Signature: .....

Witness

Signature: .....

Name:

Address:

SIGNED by )  
Arnaud **NOURRY** )  
at: Le Mans, FRANCE )  
on: 23 Oct 2008 )  
in the presence of: )

Signature: .....

Witness

Signature: .....

Name: GAULON Catherine

Address: UCO2M (Unité de chimie Organique moléculaire et macromoléculaire)  
UFR - Sciences, Université du Maine  
Avenue Olivier Messiaen, 72085 LE MANS Cedex 9, FRANCE

SIGNED for and on behalf of )  
**Institute of Cancer Research:** )  
**Royal Cancer Hospital (The)** )  
at: LONDON, UK )  
on: 7 NOV 2008 )  
in the presence of: )

Signature: [Signature]  
Name: SWAN BRIGGS  
Position: DIRECTOR OF ENTERPRISE

Witness  
Signature: E.A. Bennett  
Name: ELIZABETH BENNETT  
Address: 67 CHESSON ROAD  
LONDON W14 9QS

SIGNED for and on behalf of )  
**Astex Therapeutics Limited** )  
at: Cambridge, UK )  
on: 11 November 2008 )  
in the presence of: )

Signature: [Signature]  
Name: HARREN DHOTI  
Position: CEO

Witness  
Signature: [Signature]  
Name: ELAINE FIELD  
Address: 23 Kestrel Close  
Cottenham  
CB24 8AN

SIGNED for and on behalf of )  
**Cancer Research Technology** )  
**Limited** )  
at: London UK )  
on: 13/11/08 )  
in the presence of: )

Signature: [Signature]  
Name: Keith Blundy PhD MBA  
Position: Chief Executive Officer

Witness  
Signature: [Signature]  
Name: ANDREW LALON  
Address: SARPIVA HOUSE  
SARPIVA STREET  
LONDON WC2A 3NL