

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Cancer Research Technology Limited	03/22/2006
RECEIVING PARTY DATA	
Name:	Cytosystems Limited
Street Address:	155 St. Vincent Street
Internal Address:	Level 8
City:	Glasgow
State/Country:	UNITED KINGDOM
Postal Code:	G2 5NR
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6303323
Patent Number:	7056690
CORRESPONDENCE DATA	
Fax Number:	(415)442-1001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4154421000
Email:	mgarrigan@morganlewis.com
Correspondent Name:	MORGAN, LEWIS & BOCKIUS LLP (SF)
Address Line 1:	One Market, Spear Street Tower, Suite 28
Address Line 4:	San Francisco, CALIFORNIA 94105
ATTORNEY DOCKET NUMBER:	067934-5000
NAME OF SUBMITTER:	Jeffry S. Mann
Total Attachments: 7 source=2006_Lic_Agrmnt#page1.tif source=2006_Lic_Agrmnt#page2.tif	

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**DATED**

**2006**

**(1) CANCER RESEARCH TECHNOLOGY LIMITED**

**AND**

**(2) CYTOSYSTEMS LIMITED**

\_\_\_\_\_  
**Patent and Know-How Licence Agreement**  
\_\_\_\_\_

## TABLE OF CONTENTS - has been removed

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 2006  
BETWEEN:

- (1) Cancer Research Technology Limited, a company registered in England and Wales under number 1626049 with registered office at Sardinia House, Sardinia Street, London WC2A 3NL, England ("CRT"); and
- (2) Cytosystems Limited, a company registered in Scotland under number SC276481 with registered office at Level 8, 155 St Vincent Street, Glasgow G2 5NR ("Licensee").

RECITALS - has been removed.

OPERATIVE PROVISIONS - has been removed apart from the definitions:  
'Licensed Patents' and 'Licensed Product'

### 1. INTERPRETATION - has been removed

'Licensed Patents' means the Scheduled Patents and any Patent derived from, based on and/or obtained in pursuance of and in each case claiming priority from the Scheduled Patents;  
'Licensed Product' means any product which, but for the licence granted under this Agreement, would infringe a Valid Claim of any of the Licensed Patents in the relevant country or territory, or is developed using the Know-How (and "Licensed Products" shall be construed accordingly);

- ### 2. GRANT OF LICENCE - clauses 2.6 and 2.7 have been removed.
- 2.1 Subject to the provisions of this Agreement, CRT hereby grants to the Licensee
    - (a) an exclusive licence of the Licensed Patents; and
    - (b) a non-exclusive licence of Know-How,to research, develop, make, have made, market, use, import and sell the Licensed Products in the Field in the Territory for the Term. For the sake of clarity, CRT grants the Licensee an exclusive licence under the Licensed Patents and non-exclusive licence under Know-How only in relation to use in the Field and CRT shall not grant any other party a licence under the Licensed Patents in the Field. Licensee shall be able to research and develop Licensed Products itself or by engaging the services of a Sub-Contractor (and, for the sake of clarity, no Sub-Contractor shall have the right to market, sell or otherwise dispose of Licensed Products).
  - 2.2 The Licensee shall not do or procure or purport to authorise the doing of any act within the scope of the Licensed Patents and Know-How other than as permitted in this Agreement.
  - 2.3 CRT hereby reserves and excepts from the licence under Clause 2.1 the worldwide, perpetual and irrevocable sub-licensable right in and to Licensed Patents and Know-How for CRT and Cancer Research UK (including use by Cancer Research UK funded and employed scientists) and University of Cambridge to:

- 2.3.1 use the Licensed Patents and/or Know-How for the purpose of non-commercial scientific research carried out by or for or under their respective direction in accordance with their respective charitable and academic status, whether alone or in collaboration with a third party or third parties and whether sponsored or funded, in whole or in part, by any third party including any commercial entity; and
  - 2.3.2 make publications in relation to the Licensed Patents and/or Know-How and any results of research using the same in accordance with generally accepted academic practice;
  - 2.3.3 transfer samples of Materials which are the subject of the Licensed Patents and/or Know-How to academic or other not-for-profit third parties solely for the purpose of non-commercial research; and
  - 2.3.4 grant licences under, and make available, the Licensed Patents and/or Know-How solely to the extent necessary to exercise its rights pursuant to Clauses 2.3.1 to 2.3.3, but not otherwise.
- 2.4 The Licensee shall be entitled to grant sub-licences in respect of the rights granted under this Agreement, provided that:
- 2.4.1 prior to grant it informs CRT in writing of the key terms of any sub-licence proposed to be entered into and the identity of the proposed Sub-Licensee;
  - 2.4.2 any sub-licence granted by the Licensee shall be expressed to terminate automatically on the termination of this Agreement for any reason subject only to provisions allowing the sub-licence to continue to the extent necessary to fulfil obligations to users of Licensed Products ordered before termination of this Agreement;
  - 2.4.3 the Licensee shall ensure that there are included in the terms of any sub-licence like obligations and undertakings on the part of the Sub-Licensee, in favour of the Licensee, as are contained in this Clause 2.4, Clause 3, Clause 5.8, Clause 12 (confidentiality) and Clause 9.1 (indemnity) and the Licensee shall use all reasonable endeavours to ensure that there are included in the terms of any sub-licence like obligations and undertakings on the part of the Sub-Licensee, in favour of CRT, as are contained in Clause 9.1 (indemnity);
  - 2.4.4 within thirty days (30) of the grant of any sub-licence, the Licensee shall provide CRT with a true copy of such sub-licence at the Licensee's expense;
  - 2.4.5 no sub-licence shall be granted to a Tobacco Party;
  - 2.4.6 the sub-licence shall be entered into on an arms-length basis reflecting the market value of the rights granted, except if granted to an Affiliate of the Licensee; and
  - 2.4.7 the sub-licence obliges the Sub-Licensee to impose equivalent obligations upon any Sub-Sub-Licensee to those set out in this Clause 2.4 and contains an effective obligation upon the Sub-Licensee prohibiting any Sub-Sub-Licensee from further sub-licensing.

The Licensee shall only be entitled to enter into a sub-licence with an Affiliate of the Licensee if CRT has given its prior written consent, which consent shall not be unreasonably withheld or delayed.

Where obligations and undertakings are obtained from a Sub-Licensee or a Sub-Sub-Licensee in favour of CRT, it is understood and agreed that CRT shall not be entitled to any double recovery from the Licensee, any Sub-Licensee and/or any Sub-Sub Licensee. The obligations of the Licensee set out in this Clause 2.4 shall not apply in relation to Sub-Contractors.

- 2.5 Any breach of Clause 2.4 shall be deemed to be a material breach.

3. PERFORMANCE - has been removed
4. CONSIDERATION - has been removed
5. PAYMENT AND STATEMENT - has been removed
6. ACCOUNTS - has been removed
7. INTELLECTUAL PROPERTY PROTECTION, PROCEEDINGS AND COSTS - has been removed
8. WARRANTY - has been removed
9. INDEMNITY - has been removed
10. INSURANCE - has been removed
11. LIMITATION OF LIABILITY - has been removed
12. CONFIDENTIALITY - has been removed
13. TERM AND TERMINATION - has been removed
14. EFFECTS OF TERMINATION - has been removed
15. FORCE MAJEURE - has been removed
16. ASSIGNMENT AND SUB-CONTRACTING - has been removed
17. NOTICES - has been removed
18. VARIATION - has been removed
19. ENTIRE AGREEMENT - has been removed
20. FURTHER ASSURANCE - has been removed
21. WAIVER - has been removed
22. SEVERABILITY - has been removed
23. LAW AND JURISDICTION - has been removed
24. EXECUTION - has been removed

25. ANNOUNCEMENTS AND USE OF NAMES - has been removed

26. DISPUTE RESOLUTION - has been removed

27. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Save that Cancer Research UK and the University of Cambridge in respect of Clauses 2.3 and 25.3, and Cancer Research UK and the University of Cambridge and CRT's and Cancer Research UK's and University of Cambridge's respective officers, employees and agents in respect of Clauses 9.1 and 11.1 may enforce those respective terms, no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement. Notwithstanding the provisions of this Clause the Parties shall be entitled to amend, suspend, cancel or terminate this Agreement or any part of it in accordance with Clause 18, without the consent of any third party including those referred to in this Clause.

The Parties hereby execute this Agreement by their duly authorised representatives:

For Cancer Research Technology Limited

Director: \_\_\_\_\_

*P J L Muller*

Print name: \_\_\_\_\_

P J L Muller  
Director, Business Management

Date: \_\_\_\_\_

22/03/06

For Cytosystems Limited

Director: \_\_\_\_\_

*DB Galloway*

Print name: \_\_\_\_\_

DB Galloway

Date: \_\_\_\_\_

24th March, 2006

**SCHEDULE 1**  
**PART A: SCHEDULED PATENTS**

<b>Territory</b>	<b>Application Number</b>	<b>Patent Number</b>	<b>Grant Date</b>	<b>Maximum Term</b>
UK	9823069.1	2332515	15 December 1999	21 October 2018
PCT	PCT/GB98/03153 (WO99/21014)	N/A	N/A	N/A
Europe	98949123.8	1025444	2 March 2005	21 October 2018
Austria		EP(AT)1025444	2 March 2005	21 October 2018
Belgium		EP(BE)1025444	2 March 2005	21 October 2018
Switzerland		EP(CH)1025444	2 March 2005	21 October 2018
Cyprus		EP(CY)1025444	2 March 2005	21 October 2018
Germany		EP(DE)1025444	2 March 2005	21 October 2018
Denmark		EP(DK)1025444	2 March 2005	21 October 2018
Spain		EP(ES)1025444	2 March 2005	21 October 2018
Finland		EP(FI)1025444	2 March 2005	21 October 2018
France		EP(FR)1025444	2 March 2005	21 October 2018
UK		EP(UK)1025444	2 March 2005	21 October 2018
Greece		EP(GR)1025444	2 March 2005	21 October 2018
Ireland		EP(IE)1025444	2 March 2005	21 October 2018
Italy		EP(IT)1025444	2 March 2005	21 October 2018
Liechtenstein		EP(LI)1025444	2 March 2005	21 October 2018
Luxembourg		EP(LU)1025444	2 March 2005	21 October 2018
Monaco		EP(MC)1025444	2 March 2005	21 October 2018
Netherlands		EP(NL)1025444	2 March 2005	21 October 2018

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Territory	Application Number	Patent Number	Grant Date	Maximum Term
Portugal		EP(PT)1025444	2 March 2005	21 October 2018
Sweden		EP(SE)1025444	2 March 2005	21 October 2018
US	09/175947	6303323 (MCM5)	16 October 2001	21 October 2018
US	09/922652 (Divisional Application derived from 09/175947)	7056690 (MCM2)	06 June 2006	21 October 2018
US	9823069.1 (Divisional Application derived from 09/175947)	Not Known (MCM7)	August 2008	21 October 2018
Canada	2305872			
Japan	2003-007249			
New Zealand	503996	503996	5 August 2002	21 October 2018
Australia	9895502	751754	16 January 2003	21 October 2018

PART B: KNOW-HOW - has been removed

SCHEDULE 2 - has been removed

SCHEDULE 3 - has been removed

CONFIRMATORY PATENT LICENCE

removed

IN WITNESS of which this Agreement has been executed the day and year first above written.