

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>David MIDDLEMISS</td><td>01/13/2004</td></tr><tr><td>Michael George HUNTER</td><td>01/23/2004</td></tr><tr><td>Eric Roy PETTIPHER</td><td>01/23/2004</td></tr><tr><td>Mark WHITTAKER</td><td>08/13/2008</td></tr><tr><td>Chris PALMER</td><td>08/13/2008</td></tr></tbody></table>	Name	Execution Date	David MIDDLEMISS	01/13/2004	Michael George HUNTER	01/23/2004	Eric Roy PETTIPHER	01/23/2004	Mark WHITTAKER	08/13/2008	Chris PALMER	08/13/2008	
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Eric Roy PETTIPHER	01/23/2004												
Mark WHITTAKER	08/13/2008												
Chris PALMER	08/13/2008												
RECEIVING PARTY DATA													
Name:	Oxagen Limited												
Street Address:	91 Milton Park												
Internal Address:	Abingdon												
City:	Oxon												
State/Country:	UNITED KINGDOM												
Postal Code:	OX14 4RY												
PROPERTY NUMBERS Total: 1													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>10972060</td></tr></tbody></table>	Property Type	Number	Application Number:	10972060									
Property Type	Number												
Application Number:	10972060												
CORRESPONDENCE DATA													
Fax Number:	(202)371-2540												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
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Correspondent Name:	Sterne, Kessler, Goldstein & Fox P.L.L.C												
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Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005												
ATTORNEY DOCKET NUMBER:	2327.0030000												
NAME OF SUBMITTER:	Robert W. Esmond												

OP \$40.00 10972060

PATENT

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REEL: 022478 FRAME: 0232

Total Attachments: 8

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PATENT

REEL: 022478 FRAME: 0233

ACKNOWLEDGEMENT ASSIGNMENT AND UNDERTAKING

This Acknowledgement Assignment and Undertaking is made the 13th day of January 2004

To: OXAGEN LIMITED
91 Milton Park
Abingdon
Oxon OX14 4RY

I David Middlemiss
62 Thorley Hill
Bishop's Stortford
Herts CM23 3NF

inventor of the invention relating to:

USE OF COMPOUNDS IN THERAPY

which is the subject of UK patent application No. 0324763.2

ACKNOWLEDGE

(1) that the invention was made in the course of my normal duties as consultant or in the course of duties falling outside my normal duties, but specifically assigned to me, and the circumstances were such that an invention might reasonably be expected to result from the carrying out of my duties or that the invention was made in the course of my duties as consultant and, at the time of making the invention, because of the nature of my duties and the particular responsibilities arising from the nature of my duties I had a special obligation to further the interests of your undertaking, and:

(2) that the above identified invention belongs to you, and:

(3) that you are exclusively entitled to any right I may have as inventor to apply for or secure the grant in or outside the United Kingdom of Patent or other protection for the invention and the right to claim priority for applications for such Patent or other protection by virtue of the circumstances set forth above.

Now in consideration of the sum of £1, receipt whereof I hereby acknowledge, I HEREBY ASSIGN the rights specified under (3), if any, to you absolutely.

I HEREBY UNDERTAKE that at your request and cost I will execute all such documents and do all such things as may be necessary or convenient for obtaining the grant of a United Kingdom Patent or Patents and corresponding protection elsewhere in respect of the invention and for vesting the invention and all rights pertaining to it as you may direct.


OX55 AAU

David Middlemiss

David MIDDLEMISS

Accepted for and on behalf of Oxagen Limited

by:



[INSERT NAME OF SIGNATORY]

its:

[INSERT TITLE OF SIGNATORY]

ACKNOWLEDGEMENT ASSIGNMENT AND UNDERTAKING

This Acknowledgement Assignment and Undertaking is made the ~~24~~
23 day of January 2004

To: OXAGEN LIMITED
91 Milton Park
Abingdon
Oxon OX14 4RY

We Michael George HUNTER
Of 21 Marroway
Weston Turville
Aylesbury
Buckinghamshire HP22 5TQ

And Eric Roy PETTIPHER
Of Buttercup Barn
Littleworth
Faringdon
Oxon SN7 8JJ

inventors of the invention relating to:

USE OF COMPOUNDS IN THERAPY

which is the subject of UK patent application No. 0324763.2

ACKNOWLEDGE

(1) that the invention was made in the course of our normal duties as your employees or in the course of duties falling outside our normal duties, but specifically assigned to us, and the circumstances were such that an invention might reasonably be expected to result from the carrying out of our duties or that the invention was made in the course of our duties and, at the time of making the invention, because of the nature of our duties and the particular responsibilities arising from the nature of our duties we had a special obligation to further the interests of your undertaking, and:

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(3) that you are exclusively entitled to any rights we may have as inventors to apply for or secure the grant in or outside the United Kingdom of Patent or other protection for the invention and the right to claim priority for applications for such Patent or other protection by virtue of the circumstances set forth above.

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Michael George HUNTER

M.G. Hunter

Eric Roy PETTIPHER

E.R. Pettipher

Accepted for and on behalf of Oxagen Limited

by:

[Signature]
[INSERT NAME OF SIGNATORY]

its:

[INSERT TITLE OF SIGNATORY]

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: **Michael G. Hunter, Mark Whittaker and Chris Palmer**, hereby sell and assign to **Oxagen Limited**, a corporation formed under the laws of United Kingdom, whose mailing address is 91 Milton Park, Abingdon, Oxon, United Kingdom OX14 4RY (hereafter referred to as the Assignee), his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

(a) in the invention(s) known as **Compounds for the Treatment of CRTH2-Mediated Diseases and Conditions (As Amended)** for which application(s) for patent in the United States of America has a filing date or a 371(c) date of October 22, 2004 (also known as United States Application No. 10/972,060), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant the patent practitioners associated with **CUSTOMER NUMBER 26111** the power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date: 13th August 2008 Signature of Inventor: M.G. Hunter
Michael George Hunter

Date: _____ Signature of Inventor: _____
Mark Whittaker

Date: _____ Signature of Inventor: _____
Chris Palmer

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ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: **Michael G. Hunter, Mark Whittaker and Chris Palmer**, hereby sell and assign to **Oxagen Limited**, a corporation formed under the laws of United Kingdom, whose mailing address is 91 Milton Park, Abingdon, Oxon, United Kingdom OX14 4RY (hereafter referred to as the Assignee), his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

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(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

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IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date: _____ Signature of Inventor: _____
Michael George Hunter

Date: 13/08/2008 Signature of Inventor: M. Whittaker
Mark Whittaker

Date: 13/08/2008 Signature of Inventor: CF Palmer
Chris Palmer

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