

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Per Guldberg	05/17/2001
The Danish Cancer Society	05/17/2001
RECEIVING PARTY DATA	
Name:	CANCER RESEARCH VENTURES LIMITED
Street Address:	Cambridge House, 6-10 Cambridge Terrace
Internal Address:	Regent's Park
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	NW1 4JL
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10399899
CORRESPONDENCE DATA	
Fax Number:	(617)342-4001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-342-4000
Email:	mtoomey@foley.com
Correspondent Name:	R. Brian McCaslin
Address Line 1:	Foley & Lardner LLP
Address Line 2:	111 Huntington Avenue, 26th Floor
Address Line 4:	Boston, MASSACHUSETTS 02199-7610
ATTORNEY DOCKET NUMBER:	026419-0104
NAME OF SUBMITTER:	Brian McCaslin
Total Attachments: 7 source=Inventor_to_CRV1#page1.tif	

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C. D. G. Pickering, Solicitor

THIS ASSIGNMENT is made the 17 day of May 2001

BETWEEN:

- (1) **DR PER GULDBERG** whose place of employment is at the Institute of Cancer Biology, Danish Cancer Society (the "Inventor");
- (2) **THE DANISH CANCER SOCIETY** whose principal of business is at Strandboulevarden 49, DK 2100 Copenhagen, Denmark ("DCS"); and
- (3) **CANCER RESEARCH VENTURES LIMITED** a company registered in England (registered number 3521378) whose registered office is at Cambridge House, 6-10 Cambridge Terrace, Regent's Park, London NW1 4JL. ("CRV")

WHEREAS:

- (A) The Assignors (as defined below) own or control certain intellectual property and materials.
- (B) In accordance with an agreement dated 10 July 2000 made between DCS and CRV (the "Agreement"), it was agreed that such intellectual property rights and materials shall be assigned to CRV on the following terms and conditions.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Assignment and in the Schedule to this Agreement the following words and phrases shall have the following meanings unless the context requires otherwise:

"*Assignment*" means this assignment and any and all schedules, appendices and other addenda to it as may be varied from time to time in accordance with the provisions of this assignment.

"*Assignors*" means the Inventor and DCS.

"*Documents*" means reports, research notes, charts, graphs, comments, computations, analyses, recordings, photographs, paper, notebooks, books, files, ledgers, records, tapes, discs, diskettes, CD-ROMs, computer programs and documents thereof, computer information storage means, samples of material, other graphic or written data and any other media on which Know How can be permanently stored.

- "Improvements"* means any improvement, enhancement or modification to the Relevant Patent Rights, Relevant Materials or Relevant Know How which would be useful in the development, manufacture or use of Products.
- "Improvement Intellectual Property"* means any Know How, Materials, or Patent Rights subsisting in or consisting of Improvements developed by the Researchers.
- "Know How"* means unpatented technical and other information which is not in the public domain including, but not limited to, ideas, concepts, patentable and non-patentable inventions, discoveries, data, formulae, specifications, drawings, manuals, information, methods and processes for synthesis thereof, chemical compounds including derivatives, analogues and precursors, instrumentation, procedures for experiments and tests and results of experimentation and testing. Know How includes Documents containing Know How. The fact that an item is known to the public shall not be taken to exclude the possibility that a compilation including the item, and/or a development relating to the item, is (or remains) known to the public. Know How includes any rights including any copyright, database and design rights protecting any Know How.
- "Materials"* means any chemical or biological substances including any:
- (i) organic or inorganic element or compound;
 - (ii) nucleotide or nucleotide sequence including DNA and RNA sequences;
 - (iii) gene;
 - (iv) vector or construct including plasmids, phages, bacterial vectors, bacteriophages and viruses;
 - (v) host organism including bacteria, fungi, algae, protozoa and hybridomas;
 - (vi) eukaryotic or prokaryotic cell line or expression system or any development strain or product of that cell line or expression systems;
 - (vii) protein including any peptide or amino acid

- (vii) protein including any peptide or amino acid sequence, enzyme, antibody or protein conferring targeting properties and any fragment of a protein or a peptide enzyme or antibody;
- (viii) drug or pro-drug;
- (ix) assay or reagent; or
- (x) any other genetic or biological material or micro-organism.

"Parties" means the Assignor and CRV and "Party" shall be construed accordingly.

"Patent Rights" means any patent applications, patents, author certificates, inventor certificates, utility models and all foreign counterparts of them and includes all divisions, renewals, continuations, continuations-in-part, extensions, reissues, substitutions, confirmations, registrations, revalidations and additions of or to them, as well as any SPC, or any like form of protection.

"Relevant Intellectual Property" means the Relevant Know How, Relevant Materials and the Relevant Patent Rights together with any Improvement Intellectual Property.

"Relevant Know How" means all of the Assignor's right, title and interest in any Know How generated by the Inventor prior to the date hereof relating to the subject-matter of the Relevant Patent Rights.

"Relevant Materials" means all of the Assignor's right, title and interest in any Materials generated by the Inventor prior to the date hereof relating to the subject-matter of the Relevant Patent Rights.

"Relevant Patent Rights" means the patent application particulars of which are set out in the Schedule together with any Patent Rights derived or claiming priority therefrom.

"Researchers" means Dr Per Guldberg together with any other person working under his supervision at the Institute of Cancer Biology.

"SPC" means a right based on a patent pursuant to which the holder of the right is entitled to exclude third parties from using, making, having made, selling or otherwise disposing or offering to dispose of, importing or

keeping the product to which the right relates, such as Supplementary Protection Certificates in Europe, and any similar right anywhere in the world.

- 1.2 The headings used in this Assignment shall not affect its interpretation except in the Schedule.

2. ASSIGNMENT

- 2.1 In consideration of the payment of the sum of one pound sterling by CRV to each of the Assignors, receipt of which is hereby acknowledged, the Assignor hereby assigns and where relevant by way of assignment of future rights, with full title guarantee to CRV absolutely, free from all encumbrances, all its right, title and interest throughout the world in and to:

2.1.1 the Relevant Intellectual Property;

2.1.2 all rights and powers arising or accrued from the Relevant Intellectual Property including the right to recover and take all such proceedings as may be necessary for the recovery of damages and/or other remedies in respect of all infringements whether committed before or after the date of this Assignment and to have the benefit of any remedy obtained on any infringement or alleged infringement before the date of this Assignment; and

2.1.3 the right to apply for, prosecute and to obtain Patent Rights in any part of the world (including the United States of America) in respect of the Relevant Patent Rights and to claim priority from the date of any application embodied in the Relevant Patent Rights, with the intent that the grant of any patents or similar protection shall be in the name of and vest in CRV.

- 2.2 The Assignors warrant that, as far as it is aware, neither the DCS nor any of the employees of the DCS have done anything whereby the whole or any part of the rights assigned under this Assignment might be invalidated or registration of them refused.

3. FURTHER ASSURANCE

- 3.1 At the request and cost of CRV and without unreasonable delay, the Assignor shall:

3.1.1 assist in the prosecution of any Patent Rights derived from the Relevant Intellectual Property and in defending and/or enforcing the Relevant Intellectual Property and/or any and all Patent Rights derived therefrom; and

3.1.2 sign, execute, make and do all such further deeds, documents, acts and things as CRV may reasonably require to give effect to this Assignment and to allow CRV to enjoy the full benefit of the rights hereby assigned.

- 3.2 The Assignors shall make the Relevant Materials available and disclose the Relevant Know How to CRV and any third parties notified to DCS by CRV and shall provide

CRV and such third parties with such assistance in relation to the use and understanding of the Relevant Materials and Relevant Know How as they may reasonably request in order to facilitate the commercialisation of the Relevant Intellectual Property.

4. CONFIDENTIALITY

4.1 DCS and Dr Guldberg agree to keep confidential and not disclose to any third party any Relevant Intellectual Property nor to use the Relevant Intellectual Property for any purpose whatsoever unless:

4.1.1 it becomes available to the public or enters the public domain in accordance with clause 7 of the Agreement or otherwise than as a result of an act or default of DCS or Dr Guldberg; or

4.1.2 the disclosure and/or use is in accordance with Clause 3.2; or

4.1.3 the use is for non-commercial academic research by Dr Guldberg or those working under his supervision.

5. GENERAL

5.1 Failure by any of the parties to enforce at any time or for any period any one or more of the terms or conditions of this Assignment shall not be a waiver of them or the rights at any time subsequently to enforce all terms and conditions of this Assignment.

5.2 This Assignment shall be binding on and for the benefit of each party's successors and personal representatives.

6. GOVERNING LAW AND JURISDICTION

6.1 All matters relating to this Assignment shall be governed by English law and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE

Title	Inventors	Filing Date	Application Number	Status
"Materials and Methods relating to nucleic acid amplification and profiling"	Dr Per Guldborg	26 March 2000	0107547.2	UK Patent Application

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

Signed by:

P. Guldberg
DR PER GULDBERG

In the presence of:

Elizabeth H. H.

Name and Address:

*Danish Cancer Society
Strandboulevarden 49
DK - 2100 Copenhagen Ø*

Signed by:

Thomas Møller Thomsen

Name:

THOMAS MØLLER THOMSEN

Title:

MANAGING DIRECTOR

For and on behalf of

THE DANISH CANCER SOCIETY

In the presence of:

Elizabeth H. H.

Name and Address:

*ELIZABETH HJORTH
DANISH CANCER SOCIETY
STRANDBOULEVARDEN 49 DK - 2100 COPENHAGEN Ø*

Signed by:

Fredrick Wallace

Name:

FREDERICK WALLACE

Title:

HEAD OF FINANCE

For and on behalf of

CANCER RESEARCH VENTURES LIMITED