

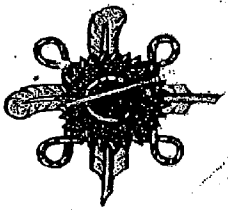
**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Alizyme Therapeutics Limited	10/15/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Norgine B.V.
<b>Street Address:</b>	Hogehilweg 7
<b>City:</b>	Amsterdam ZO
<b>State/Country:</b>	NETHERLANDS
<b>Postal Code:</b>	1101 CA
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10306377
Application Number:	12044318
Application Number:	10306375
Application Number:	12178920
Patent Number:	6624161
Patent Number:	6656934
Patent Number:	7407954
Patent Number:	6916808
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)502-5002
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110

**OP \$320.00 10306377**

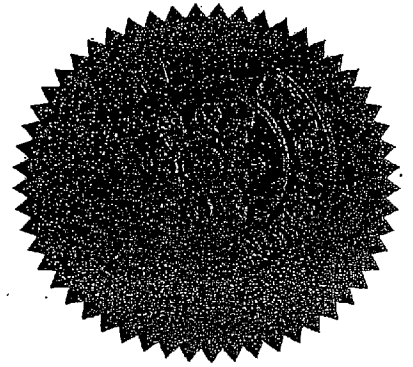
ATTORNEY DOCKET NUMBER:	VARIOUS MATTERS 2003882
NAME OF SUBMITTER:	John P. Rearick
Total Attachments: 9 source=20091116231604612#page1.tif source=20091116231604612#page2.tif source=20091116231604612#page3.tif source=20091116231604612#page4.tif source=20091116231604612#page5.tif source=20091116231604612#page6.tif source=20091116231604612#page7.tif source=20091116231604612#page8.tif source=20091116231604612#page9.tif	



BE IT KNOWN that I, David Stone of CityPoint, One Ropemaker Street, London, EC2Y 9SS, United Kingdom, a duly authorised notary public CERTIFY only that Ian Stewart Carr of Nelson's Noorbridge Lane, Harleston, Sufflok, IP14 3JH, United Kingdom, identified by United Kingdom passport number 540209001 joint administrator of Alizyme Therapeutics Limited (in administration) and Peter Michael Stein of 14 Carlton Hill, London, NW8 0JY, United Kingdom, identified by United Kingdom passport number 800962602, a director of Norgine BV, signed the annexed document in my presence.

SIGNED and SEALED at LONDON on 15 October 2009

Notary Public  
England & Wales



Protocol Number 2009/0064

London/010/019775-00261/PRXM/GXYM :  
L\_LIVE\_EMEA1:6787602v3

# Patent Assignment

between

**Alizyme Therapeutics Limited (in administration)**  
as Assignor

**Norgine B.V.**  
as Assignee

and

**Ian Carr and Nigel Morrison**  
as Administrators

**Simmons & Simmons**

CityPoint One Ropemaker Street London EC2Y 9SS United Kingdom  
T +44 (0)20 7628 2020 F +44 (0)20 7628 2070 DX Box No 12

PATENT  
REEL: 023538 FRAME: 0390

THIS AGREEMENT AND ASSIGNMENT is dated 15 October 2009 and made

BETWEEN:

- (1) ALIZYME THERAPEUTICS LIMITED (IN ADMINISTRATION), (the "Assignor"), (formerly of Granta Park, Great Abington, Cambridge, Cambridgeshire CB1 6GX; and more formerly of 280 Cambridge Science Park, Milton Road, Cambridge, Cambridgeshire CB4 4WE) registered in England and Wales as company number 2762675 and having its registered office at Grant Thornton UK LLP, Byron House, Cambridge Business Park, Cambridge, Cambridgeshire, CB4 0WZ, acting by the Administrators;
- (2) NORGINE B.V., (the "Assignee"), registered in the Netherlands and having its principal place of business at Hogehilweg 7, 1101 CA Amsterdam ZO, The Netherlands; and
- (3) IAN CARR AND NIGEL MORRISON, (the "Administrators"), both of Grant Thornton UK LLP, Byron House, Cambridge Business Park, Cambridge, Cambridgeshire, CB4 0WZ as joint administrators of the Assignor.

(the "Agreement").

**BACKGROUND:**

- (A) Administrators were appointed joint administrators of the Assignor on 27 July 2009.
- (B) By an asset purchase agreement dated 15 October 2009 between the Assignor, the Administrators and the Assignee (the "Asset Sale Agreement"), the Assignor has agreed to assign all right, title and interest the Assignor has in the patents and patent applications listed in Schedules 1-4 to this Agreement ("Patents") to the Assignee on the terms set out in this Agreement.

**AGREED TERMS**

**1. Assignment**

- 1.1 In consideration for entering into the Asset Sale Agreement and the consideration paid thereunder, the Assignor hereby sells, assigns and transfers to the Assignee all right, title and interest the Assignor has throughout the world in and to the Patents including:
  - (A) any right it may have to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any of the Patents, whether committed before or after the date of this Agreement;
  - (B) any entitlement it may have to any patents granted pursuant to any of the applications comprised in the Patents, for the full term of such patents; and
  - (C) any right it may have to apply for, prosecute and obtain patent or similar protection in the world for an invention embodied by any of the applications comprised in the Patents, including any right to claim priority from such applications.
- 1.2 The Assignor hereby agrees that, where permitted by national laws, regulations or rules, the Assignee may apply on its own and in its own name for registration of the transfer of the Patents at the relevant patent office.
- 1.3 The Assignee hereby confirms acceptance of this Assignment.

**PATENT**

**REEL: 023538 FRAME 0000**

Except as expressly set out in this Agreement, all conditions, warranties, contractual terms and (except in the case of fraud or fraudulent concealment) representations, express or implied by statute, common law or otherwise are excluded, to the maximum extent permitted by applicable laws.

## 2. Further Assurance

- 2.1 The Assignor and the Administrators shall, for so long as the Administrators are administrators of the Assignor and at the request and cost of the Assignee, use reasonable endeavours to cooperate with the Assignee in executing and delivering all forms and formalities as may be reasonably required by the Assignee to record the assignment of the Patents at the relevant patent offices.

## 3. Administrators not personally liable

### 3.1 No liability

None of the Administrators, their firm, partners, personal representatives, employees, agents, advisers or representatives shall incur any personal liability under or by virtue of this Agreement or any document executed pursuant hereto, or in relation to any related matter or related claim whatsoever and wherever arising and whether in tort, contract or any other right or remedy.

### 3.2 Administrators agents of the Assignor

The Administrators are agents of the Assignor and shall incur no personal liability by reason of their acting in that capacity.

### 3.3 Administrators' rights preserved

Nothing in this Agreement shall operate to restrict or affect in any way any right of the Administrators to any indemnity, charge, lien or assurance to which by contract or statute the Administrators are entitled.

## 4. Provisions relating to this Agreement

### 4.1 Third Party Rights

No person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

### 4.2 Governing Law and Jurisdiction

This Agreement and any non-contractual obligations arising from or connected with it shall be governed by English law and this Agreement shall be construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with this Agreement (whether arising out of or in connection with contractual or non-contractual obligations) ("Proceedings"), each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that Proceedings have been brought in an inappropriate forum.

WITNESS WHEREOF this Agreement has been duly executed the day and year first before written.

SIGNED by IAN CARR )  
joint administrator for )  
and on behalf of ALIZYME )  
THERAPEUTICS LIMITED (in )  
administration) as agent and )  
without personal liability )

*IAN CARR*

SIGNED by PETER STEIN )  
duly authorised representative )  
on behalf of NORGINE B.V. )

*Peter Stein*

SIGNED by IAN CARR )  
one of the ADMINISTRATORS on )  
behalf of both of them without )  
personal liability, solely for the )  
purpose of receiving the benefit of )  
the provisions of this Agreement )  
in their favour )

*IAN CARR*



## SCHEDULE 1: PATENTS AND PATENT APPLICATIONS

Country	Official Number
Argentina	Application No. P000100030
Australia	Patent No. 765147
Canada	Patent No. 2359819
China	Patent No. 00803622.5
China	Application No. 200510125083.8
Europe	Patent No. EP 1143977 Includes all national validations and extensions thereof
United Kingdom	Application No. 9900413.7
United Kingdom	Application No. 9917294.2
Hong Kong	Patent No. 1047588
Hong Kong	Application No. 07108198.6
Hungary	Application No. P0105003
Japan	Patent No. 3822439
Korea (South)	Patent No. 10-0678998
Mexico	Application No. PA/a/2001/006921
Malaysia	Patent No. MY-122578
Norway	Application No. 20013381
New Zealand	Patent No. 512740
Philippines	Patent No. 1-2000-00030
Philippines	Application No. 1-2004-00381
Pakistan	Patent No. 139581 (Application No. 12/2000)
Poland	Patent No. PL203688
Poland	Application No. P-385853
Russian Federation	Patent No. 2245331
Singapore	Patent No. 82156
Thailand	Application No. 055001
Taiwan	Patent No. 293953 (Application No. 89102914)
USA	Patent No. 6624161
USA	Application No. 10/306377
USA	Application No. 12/044318
Patent Co-operation Treaty	Application No. PCT/GB00/00032 Publication No. WO00/040247
South Africa	Patent No. 2000/03398



## SCHEDULE 2: PATENTS AND PATENT APPLICATIONS

Country	Official Number
Argentina	Application No. P020103295
Australia	Patent No. 2002321536
Canada	Application No. 2458213
China	Application No. 02818590.0
Europe	Patent No. EP 1446125 Includes all national validations and extensions thereof
United Kingdom	Application No. 0121019.4
United Kingdom	Application No. 0206031.7
Hong Kong	Application No. 04107740.4
Hungary	Application No. P0401298
India	Application No. 00422/DELNP/2004
Japan	Application No. 2003-524589
Korea (South)	Application No. 10-2004-7002805
Mexico	PA/a/2004/001922
Malaysia	Application No. PI20023211
Norway	Application No. 20041295
New Zealand	Patent No. 531272
Pakistan	Patent No. 139564
Poland	Application No. P-368994
Russian Federation	Patent No. 2324696
Singapore	Patent No. 102393
Thailand	Application No. 076130
Taiwan	Application No. 91119351
USA	Application No. 12/178920
USA	Patent No. 7407954
Patent Co-operation Treaty	Application No. PCT/GB02/03903 Publication No. WO03/020282
South Africa	Patent No. 2004/01595

### SCHEDULE 3: PATENTS AND PATENT APPLICATIONS

Country	Official Number
Argentina	Application No. P000100028
Australia	Patent No. 770342
Canada	Patent No. 2359987
China	Patent No. 00803621.7
Europe	Patent No. EP 1144395 Includes all national validations and extensions thereof
United Kingdom	Application No. 9900416.0
Hong Kong	Application No. 02109007.0
Hungary	Application No. P0104909
Japan	Application No. 2000-592277
Korea (South)	Patent No. 10-0615914
Mexico	Patent No. 248768
Mexico	Patent No. 226263
Malaysia	Patent No. MY-129247
Norway	Patent No. 321058
New Zealand	Application No. 527829
New Zealand	Patent No. 512739
Philippines	Patent No. 1-2000-00029
Philippines	Application No. 1-2004-00382
Pakistan	Application No. 13/2000
Poland	Application No. P-350412
Russian Federation	Patent No. 2244711
Singapore	Patent No. 82157
Thailand	Application No. 055002
Taiwan	Patent No. 295289
USA	Application No. 10/306375
USA	Patent No. 6656934
Patent Co-operation Treaty	Application No. PCT/GB00/00031 Publication No. WO00/40569
South Africa	Patent No. 2000/03399

## SCHEDULE 4: PATENTS AND PATENT APPLICATIONS

Country	Official Number
Argentina	P010100299
Europe	Patent No. EP 1255742 Includes all national validations and extensions thereof
United Kingdom	Application No. 0001572.7
Japan	Application No. 2001-553280
Malaysia	Application No. PI20010166
Philippines	Application No. 1-2001-00079
Pakistan	Application No. 52/2001
Thailand	Application No. 063189
Taiwan	Application No. 90101627
USA	Patent No. 6916808
Patent Co-operation Treaty	Application No. PCT/GB01/00171 Publication No. WO01/53278