

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Prolysis Limited	11/13/2009
RECEIVING PARTY DATA	
Name:	Biota Europe Limited
Street Address:	265 Strand
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	WC2R 1BH
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12304303
Application Number:	12293608
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ATTORNEY DOCKET NUMBER:	7723.00001/00004 SAW/VLH
NAME OF SUBMITTER:	Susan A. Wolfe
Total Attachments: 6 source=Asg#page1.tif source=Asg#page2.tif	

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Prolysis Limited

Biota Europe Limited

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Date

13 November 2009

Parties

1. Prolysis Limited registered in England, Number 3548262 of Unit 6 Begbroke Business and Science Park, Sandy Lane, Yarnton, Oxfordshire OX5 1PF (the *Assignor*)
2. Biota Europe Limited registered in England, Number 7052211 of 263 Strand, London, WC2R 1BH (the *Assignee*)

Recitals

- A The Assignor is the applicant for the patent applications, including the family member applications, listed in the schedule (collectively, the *Patent Applications*).
- B The Assignor has agreed to assign to the Assignee all its right, title and interest in and to the Patent Applications and any other applications for patents, patents granted on them or other intellectual property rights arising from them.

It is agreed as follows.

1. Assignment

For good and valuable consideration (the receipt and sufficiency of which is acknowledged), the Assignor with full title guarantee assigns to the Assignee:

- (a) all its right, title and interest in and to the Patent Applications and any other applications for patents, patents, or other intellectual property rights arising on them including, without limitation, the right to sue for any infringement occurring prior to the date of this Deed and the right to recover damages for that infringement; and
- (b) all its rights in any further applications, provisional patent applications and patents relating to or arising from the Patent Applications, and foreign counterparts to, and patents, patent applications and provisional patent applications claiming common priority with, those patents, patent applications and provisional patent applications, and all rights arising from those patents, patent applications, provisional patent applications and foreign counterparts anywhere in the world (including any divisionals, continuations, continuations-in-part, reissues, regrants, registrations, validations, additions, renewals or extensions) and rights to apply for all of the foregoing.

2. Further assurances

The Assignor must at the request and expense of the Assignee:

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- (a) execute all documents, forms and authorisations and depose to or swear any declaration or oath as may be reasonably required for absolutely vesting all its right, title and interest in and to the Patent Applications in the Assignee;
- (b) execute all agreements, deeds, documents, forms and authorisations and depose to or swear any declaration or oath as may be reasonably required for procuring the registration of the Patent Applications;
- (c) do such other acts or things as may be necessary or convenient in order for the Assignee to procure the registration of the Patent Applications; and
- (d) render the Assignee such assistance as may be reasonably necessary in any proceedings involving any of the Patent Applications (or any registrations arising from the Patent Applications).

3. Amendment

No amendment or variation of this Deed is valid or binding on a party unless made in writing executed by all parties.

4. Governing law and jurisdiction

This Deed is governed by the laws of England. Each party submits to the jurisdiction of courts exercising jurisdiction there, and waives any right to claim that those courts are an inconvenient forum.

5. Counterparts

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

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Schedule

Patent Applications

Patent Application No (Priority claimed)	Title	Family members as at 28 June 2009
PCT/GB2008/003208. (GB0718735.4, 25 September 2007)	Substituted Benamidines as antibacterial agents	
GB0910411.8 (Provisional application filed 17 June 2009)	Des 7,6-sub Benzothiazole GyrB-ParE Inhibitors	
PCT/GB2008/004110 (GB0724349.6, 13 December 2007)	Antibacterial compositions	
PCT/GB2007/002314 (GB0612428.3, 22 June 2006)	Antibacterial compositions	Australian patent application No 2007262791 Brazilian patent application No PI0713501-7 Canadian patent application No 2655403 Chinese patent application No 200780023251.X Eurasia patent application No 200900047 European patent application No 07733310.2 Indonesian patent application No WO0200804119 Israeli patent application No 195687 Indian patent application No 378/CHENP/2009 Japanese patent application No 2009-515958 Korean patent application No 10-2009-7001499 Mexican patent application No MX/a/2008/015706 Malaysian patent application No PI20085070 New Zealand patent application No 574313 Philippine patent application No 1-2008-502788 Singaporean patent application No 200809002.9 United States patent application No 12/304,303 South African patent application No 2009/00240
PCT/GB2008/004114 (GB0724342.1, 13 December 2007)	Antibacterial condensed thiazoles	

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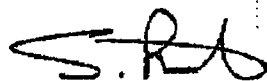
Patent Application No (Priority claimed)	Title	Family members as at 28 June 2009
PCT/GB2008/003200 (GB0718335.3, 20 September 2007)	Antibacterial agents	
PCT/GB2007/001012 (GB0605881.2, 23 March 2006; and GB0623070.0, 16 November 2006)	Antibacterial agents	<p>Australian patent application No 2007228339</p> <p>Brazilian patent application No PI0709110-9</p> <p>Canadian patent application No 2648785</p> <p>Chinese patent application No 200780009959.X</p> <p>Eurasia patent application No 200802036</p> <p>European patent application No 07712942.7</p> <p>Indonesian patent application No WO0200803w073</p> <p>Israeli patent application No 193834</p> <p>Indian patent application No 5693/CHENP/2008</p> <p>Japanese patent application No 2009-500923</p> <p>Korean patent application No 10/2008-7025801</p> <p>Mexican patent application No MX/a/2008/011857</p> <p>Malaysian patent application No PI20083737</p> <p>New Zealand patent application No 571271</p> <p>Philippine patent application No 1-2008-501960</p> <p>Singaporean patent application No 200806392-7</p> <p>United States patent application No 12/293,608</p> <p>South African patent application No 2008/08035</p>

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Executed and Delivered as a Deed in England

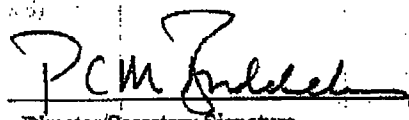
Executed as a Deed by Prolysis Limited acting
by ~~DIRECTORS~~



Director Signature

STEVE RUSTON

Print Name



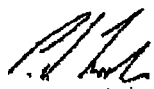
Director/Secretary Signature

PATRICK CHARLES MORRISH
BADDLEY

Print Name

Director
Acting Secretaries Unit

Executed as a Deed by Biota Europe Limited
acting by [DIRECTORS]



Director Signature

P. C. Cook

Print Name



Director/Secretary Signature

DAMIAN LISMORE

Print Name