

Form PTO-1595 (Rev. 03-09)
OMB No. 0651-0027 (exp. 03/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Vectura Group PLC

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Vectura Limited

Internal Address: _____

Street Address: 1 Prospect West

City: Chippenham, Wiltshire

State: _____

Country: United Kingdom Zip SN14 6FH

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) November 20, 2009

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

10/433,135

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Leslye B. Davidson

Internal Address: Davidson, Davidson & Kappel, LLC

Street Address: 485 Seventh Avenue, 14th Floor

City: New York

State: NY Zip 10018

Phone Number: (212) 736-1940

Fax Number: (212) 736-2427

Email Address: gdk@ddkpatent.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

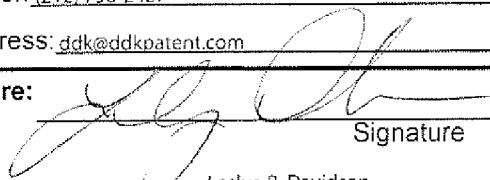
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 50-0552

Authorized User Name Leslye B. Davidson

9. Signature:


Signature

April 8, 2010

Date

Leslye B. Davidson
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 500552 10433135

OLSWANG

20 November 2009

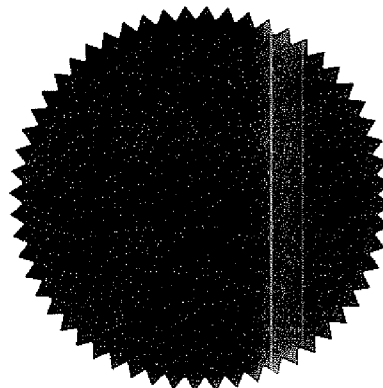
**CONFIRMATORY ASSIGNMENT OF REGISTERED
INTELLECTUAL PROPERTY RIGHTS AND
APPLICATIONS FOR REGISTERED INTELLECTUAL
PROPERTY RIGHTS**

- (1) VECTURA GROUP PLC
- (2) VECTURA LIMITED

I hereby certify that this is a true copy of the
original document without addition or
amendment produced to me at
80 Mount Street, in the City of Nottingham
This *20* day of *December* 2009



C. N. Cullen
Notary Public in and for
Nottingham, England



THIS DEED OF CONFIRMATORY ASSIGNMENT is made the 20 day of November 2009

BETWEEN:-

- (1) **VECTURA GROUP PLC**, (formerly Vectura Limited) a public limited company registered in England under company registration number 03418970 whose registered office is at 1 Prospect West, Chippenham, Wiltshire, SN14 6FH, (the "**Assignor**"); and
- (2) **VECTURA LIMITED**, (formerly Coordinated Drug Development Limited) a company registered in England under company registration number 01696917 whose registered office is at 1 Prospect West, Chippenham, Wiltshire, SN14 6FH, United Kingdom, (the "**Assignee**").

WHEREAS:

- (A) The Assignor changed its name to Vectura Group PLC from Vectura Limited on 23 June 2004.
- (B) The Assignee changed its name from Coordinated Drug Development Limited to Vectura Limited on 13 July 2004.
- (C) Pursuant to and under a sale and purchase agreement effective 31 March 2008 between the Assignor and the Assignee, the Assignor assigned, and the Assignee acquired, certain assets, including the Assignor's intellectual property assets.
- (D) The Assignor (under its former name) is the registered proprietor of various registered intellectual property rights identified in the Schedule (the "**Registered Rights**") and various applications for registered intellectual property rights also identified in the Schedule (the "**Applications**") (collectively the Registered Rights and Applications referred to as the "**Rights**").
- (E) The Assignor wishes to confirm the assignment of the Assignor's right, title and interest in the Rights to the Assignee which was effective as of 31 March 2008, and the Assignee wishes to confirm receipt of the assignment of the Assignor's right, title and interest in the Rights effective as of 31 March 2008, in accordance with the provisions of this Assignment.

THE DEED OF ASSIGNMENT WITNESSES AS FOLLOWS:

1. Assignment

- 1.1. The Assignor hereby confirms assignment, effective as of 31 March 2008, to the Assignee irrevocably and unconditionally, all of the Assignor's right, title and interest in the Rights, including, but not limited to:-

- 1.1.1. the full and exclusive benefit of each of the Rights and all rights, privileges and advantages associated with each of them throughout the world and for their full term;

- 1.1.2. the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise, in relation to infringements of the Registered Rights, including, without limitation, any intellectual property rights resulting from any of the Applications, together in each case with all accrued rights of action, the right to recover damages for past infringements and the right to obtain injunctive or other relief in relation to each of the Rights;
- 1.1.3. the right to apply for and the right to be granted registered intellectual property rights or other rights and protection anywhere in the world in respect of (i) any of the Applications; and, (ii) any of the inventions, concepts or designs disclosed in any of the Rights;
- 1.1.4. all rights to claim priority anywhere in the world on the basis of any of the Rights and any priority applications in respect of any of the Rights; and
- 1.1.5. the right to apply for extensions and renewals in respect of any of the Rights including, without limitation, any registered intellectual property rights resulting from any of the Applications.

2. Covenants

- 2.1. The Assignor covenants that at the date of this Assignment:-
 - 2.1.1. the Rights are subsisting and all patent office or registry fees payable in respect of the Rights at the date of this Assignment have been paid in full;
 - 2.1.2. the Assignor (under its former name) is the registered proprietor of the Rights.

3. Further Assurances

- 3.1. The Assignor shall free of charge, as and when requested by the Assignee, do all acts and execute all documents as may be reasonably necessary or desirable to give full effect to the provisions of this Assignment and/or to enable this Assignment to be registered with each applicable patent office, intellectual property office or registry of any territory concerned with each and any of the Rights.

4. Law

- 4.1. This Assignment shall be governed by English Law.

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SCHEDULE

Ref	Country Code	Status	Family PCT No	Application No	Patent No
VL0110	AT	Granted	PCT/GB01/05305	01998327.9	1337239
VL0110	BE	Granted	PCT/GB01/05305	01998327.9	1337239
VL0110	CH	Granted	PCT/GB01/05305	01998327.9	1337239
VL0110	DE	Granted	PCT/GB01/05305	01998327.9	1337239 60140268.5
VL0110	EP	Superseded	PCT/GB01/05305	01998327.9	1337239
VL0110.01	EP	Pending	PCT/GB01/05305	09173566.2	
VL0110	ES	Granted	PCT/GB01/05305	01998327.9	1337239
VL0110	FR	Granted	PCT/GB01/05305	01998327.9	1337239
VL0108P2 VL0111P2 VL0110P2	GB	Abandoned		0030946.8	
VL0110	GB	Granted	PCT/GB01/05305	01998327.9	1337239
VL0110P3	GB	Abandoned		0124009.2	
VL0112P1 VL0108P1 VL0111P1 VL0110P1	GB	Abandoned		0029261.5	
VL0110	GR	Granted	PCT/GB01/05305	01998327.9	1337239
VL0110	IE	Granted	PCT/GB01/05305	01998327.9	1337239
VL0110	IT	Granted	PCT/GB01/05305	01998327.9	1337239
VL0110	NL	Granted	PCT/GB01/05305	01998327.9	1337239
VL0110	PCT	Superseded	PCT/GB01/05305	PCT/GB01/05305	
VL0110	PT	Granted	PCT/GB01/05305	01998327.9	1337239
VL0110	SE	Granted	PCT/GB01/05305	01998327.9	1337239
VL0110	TR	Granted	PCT/GB01/05305	01998327.9	1337239
VL0110	US	Pending	PCT/GB01/05305	10/433135 ✓	

EXECUTED and DELIVERED as a deed by the parties on the date set out at the head of this Deed of Assignment:-

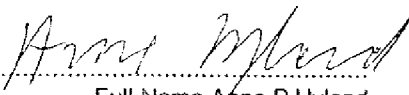
EXECUTED and DELIVERED as a DEED)
by VECTURA GROUP PLC acting by its Director in)
the presence of:)
)

Witness's Signature 

Name Emma BARRY


Address 35 Highgrave Close
Calne Wilt, SN11 8JF

Occupation Administrator

Signed 

Full Name Anne P Hyland
Director

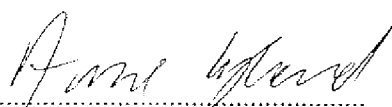
EXECUTED and DELIVERED as a DEED)
by VECTURA LIMITED acting by its Director in the)
presence of:)
)

Witness's Signature 

Name Emma BARRY

Address 35 Highgrave Close
Calne Wilt, SN11 8JF

Occupation Administrator

Signed 

Full Name Anne P Hyland
Director