

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Salvatore Cuzzocrea	10/21/2005
Christoph Thiemermann	10/21/2005
Gillian Cockerill	10/21/2005
RECEIVING PARTY DATA	
Name:	QUEEN MARY & WESTFIELD COLLEGE, UNIVERSITY OF LONDON
Street Address:	Mile End Road
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E1 4NS
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11074723
CORRESPONDENCE DATA	
Fax Number:	(202)672-5399
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Email:	carthur@foley.com
Correspondent Name:	Foley & Lardner LLP
Address Line 1:	3000 K Street NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007
ATTORNEY DOCKET NUMBER:	029860-0170
NAME OF SUBMITTER:	Courtenay C. Brinkerhoff

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Total Attachments: 10
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ASSIGNMENT AGREEMENT

THIS AGREEMENT is made on the ^{21st} day of October 2005 between:-

(1) Queen Mary & Westfield College, University of London, incorporated by Royal Charter, whose address is Mile End Road, London E1 4NS ("QMUL")

and

(2) Professor Salvatore Cuzzocrea, whose address is Via San Filippo Bianchi, 19-98122 Messina, Italy. ("Assignor")

WHEREAS

- A. Professor Cuzzocrea, together with Professor Thiemermann and Dr Cockerill has made an invention relating to the Treatment of Inflammatory Conditions of the Intestine ("the Invention") in respect of which patent applications have been filed by CSL Limited, 45 Poplar Road, Parkville, Victoria 3052, Australia, detailed in the Schedule hereto ("the Patent Applications").
- B. At the time the Invention was made, Professor Thiemermann and Dr Cockerill were employees of QMUL and Professor Cuzzocrea was an employee of the University of Messina.
- C. Professor Cuzzocrea is individually responsible for the management and exploitation of inventions and other Intellectual Property resulting from his research.
- D. QMUL has agreed with CSL Limited that a revenue sharing arrangement should be put in place to reflect the contributions of the Inventors to the Invention. As part of this arrangement QMUL has agreed to assign its rights in the Inventions and the Patent Applications to CSL Limited. To facilitate and simplify this process Professor Cuzzocrea has agreed to assign his individual rights to QMUL on the following terms.

IT IS HEREBY AGREED as follows:

1. In consideration of QMUL agreeing to share with Assignor income received by QMUL from the commercial exploitation of the Invention and/or the Patent Applications in accordance with the Revenue Sharing Agreement between QMUL and Assignor of even date, Assignor assigns and confirms absolutely to QMUL with full title, his entire right, title and interest to and in:
 - (i) the Invention and the Patent Applications;
 - (ii) all patents and other intellectual property including know-how that may be made pursuant to the Patent Applications as well as all patents and other intellectual property including know-how that may derive priority from or have equivalent claims to or be associated with or be based upon the Patent Applications in any country of the world, including supplementary protection certificates, additions, divisions, continuations, continuations in part, reissues, extensions, design rights and registered designs;

- (iii) all rights of action, powers and benefits arising from the ownership of the Invention and the Patent Applications, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Agreement, and
 - (iv) all rights of ownership that form part of the Inventions and the Patent Applications, including without limitation any materials.
2. QMUL accepts such assignment.
 3. Assignor agrees that he will, at the request and expense of QMUL:
 - (i) take all reasonable steps to assist QMUL in discharging its obligations as set in out in its Agreement with CSL Limited to apply for and/or obtain the grant of patent or other forms of protection in the United Kingdom in respect of the Invention;
 - (ii) execute all such documents and do all such things as may be necessary for the purpose of sub-clause (i) of this Clause 3 and for vesting the rights of the Invention and the Patent Applications in QMUL absolutely.
 4. Assignor warrants that he has not disclosed in any way the Invention and Patent Applications or any part in them to any third party and undertakes not to do so unless:
 - (i) so authorised in writing by QMUL, or
 - (ii) the Invention and Patent Applications come into the public domain other than by breach of this Clause 4.
 5. Assignor warrants that he possesses the exclusive right, title and interest in and to his share of the Invention and/or the Patent Applications, that there are no outstanding assignments, grants, licences or other encumbrances, written or oral, relating to the Invention and the Patent Applications and that the terms of this Agreement do not conflict with any other contractual obligations, express or implied, which Assignor may have.
 6. Through its Agreement with QMUL, CSL Limited shall have the exclusive right to commercially exploit the Inventions and Patent Applications, including without limitation the right to assign or grant one or more licences in respect of the Invention and Patent Applications to enable other persons to develop and commercially exploit the Inventions and Patent Applications and the right to collaborate with such persons in such development and exploitation.
 7. This Agreement, its construction and performance shall be governed by the laws of England and subject to the jurisdiction of the English courts.

Schedule

The Patent Applications

Territory of Filing	Patent Type	Application Number	Date of filing	Owners/Applicants	Inventors	Title of Invention
Australia				CSL Limited	S Cuzzocrea, C Thiernemann, G Cockerill	Treatment of Inflammatory Conditions of the Intestine
USA		11/074723		CSL Limited	S Cuzzocrea, C Thiernemann, G Cockerill	Treatment of Inflammatory Conditions of the Intestine

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written:



Name: *GRAEME BROWN*

Position: *DIRECTOR OF TECHNOLOGY TRANSFER*

For and on behalf of Queen Mary & Westfield College, University of London

Name: *SALVATORE CUZZOCREA*

Position: *ASSOCIATE PROFESSOR UNIVERSITY OF NESSINA*

For and on behalf of Assignor



Signed by Assignor in the presence of:-

Witness: *VALENTINA MAZURANI*

Name: *Veelika Kebab*

Address: *VIA R. POMPEA 155, 82100 NESSINA*

Occupation: *ENGLISH TEACHER*

Assignment Agreement

THIS AGREEMENT is effective from the 21st day of October 2005 between

Queen Mary & Westfield College, University of London, Incorporated by Royal Charter,
whose address is Mile End Road, London E1 4Ns ("QMUL")

and

Professor Thiemermann, whose address is 29 Rosebury Square, Repton Park, Woodford
Green, Essex, IG8 8GT, UK

("Assignor")

WHEREAS:

- A. Professor Thiemermann, together with Professor Cuzzocrea and Dr. Cockerill has made an invention relating to the Treatment of Inflammatory Conditions of the Intestine ("the Invention") in respect of which patent applications have been filed by CSL Limited, 45 Poplar Road, Parkville, Victoria 3052, Australia, detailed in the Schedule hereto ("the Patent Applications").
- B. At the time the Invention was made, Professor Thiemermann and Dr. Cockerill were employees of QMUL and Professor Cuzzocrea was an employee of the University of Messina.
- C. QMUL has agreed with CSL Limited that a revenue sharing arrangement should be put in place to reflect the contributions of the Inventors to the Invention. As part of this arrangement QMUL has agreed to assign its rights in the Invention and the Patent Applications to CSL Limited. To facilitate and simplify this process, the Inventors have agreed to assign their rights to QMUL.
- D. Professor Cuzzocrea is individually responsible for the management and exploitation of inventions and other Intellectual Property resulting from his research and has assigned his individual rights to QMUL in an Assignment Agreement dated October 21, 2005.
- E. Dr. Cockerill in her responsibility as an employee of QMUL has agreed to assign her individual rights to QMUL in a separate Assignment Agreement effective from October 21, 2005
- F. Professor Thiemermann has agreed to assign his individual rights to QMUL on the following terms:

IT IS HEREBY AGREED as follows:

- 1. Assignor assigns and confirms absolutely to QMUL with full title, his entire right, title and interest to and in:
 - (i) the Invention and the Patent Applications;

- (ii) all patents and other intellectual property including know-how that may be made pursuant to the Patent Applications as well as all patents and other intellectual property including know-how that may derive priority from or have equivalent claims to or be associated with or be based upon the Patent Applications in any country of the world, including supplementary protection certificates, additions, divisions, continuations, continuations in part, reissues, extensions, design rights and registered designs;
 - (iii) all rights of actions, powers and benefits arising from the ownership of the Invention and the Patent Applications, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Agreement, and
 - (iv) all rights of ownership that form part of the Invention and the Patent Applications, including without limitation any materials.
2. QMUL accepts such assignment.
3. Assignor agrees that he will, at the request and expense of QMUL:
- (i) take all reasonable steps to assist QMUL in discharging its obligations as set out in its Agreement with CSL Limited to apply for and/or obtain the grant of patent or other forms of protection in any country of the world in respect of the Invention;
 - (ii) execute all such documents and do all such things as may be necessary for the purpose of sub-clause (i) of this Clause 3 for vesting the rights of the Invention and the Patent Applications in QMUL absolutely.
4. Assignor warrants that he has not disclosed in any way the Invention and Patent Applications or any part in them to any third party and undertakes not to do so unless:
- (i) so authorized in writing by QMUL, or
 - (ii) the Invention and Patent Applications come into the public domain other than by breach of this Clause 4.
5. Assignor warrants that, to the exception of the rights that have accrued with QMUL with the employment agreement with Assignor, he possesses the exclusive right, title and interest in and to his share of the Invention and/or Patent Applications, that there are no outstanding assignments, grants, licenses or other encumbrances, written or oral, relating to the Invention and the Patent Applications and that the terms of this Agreement do not conflict with any other contractual obligations, express or implied which Assignor may have.
6. Through its Agreement with QMUL, CSL Limited shall have the exclusive right to commercially exploit the Invention and Patent Applications, including without limitation the right to assign or grant one or more licenses in respect of the Invention

and Patent Applications to enable other persons to develop and commercially exploit the Invention and Patent Applications and the right to collaborate with such persons in such development and exploitations.

7. This Agreement, its construction and performance shall be governed by the laws of England and subject to the jurisdiction of the English courts.

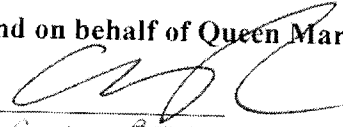
Schedule


The Patent Applications

Territory of Filing	Application Number	Owner / Applicant	Inventors	Title
Australia	2005201035	CSL Limited	Thiemermann, Cuzzocrea, Cockerill	Treatment of Inflammatory Conditions of the Intestine
Canada	2496637	CSL Limited	Thiemermann, Cuzzocrea, Cockerill	Treatment of Inflammatory Conditions of the Intestine
USA	11/074723	CSL Limited	Thiemermann, Cuzzocrea, Cockerill	Treatment of Inflammatory Conditions of the Intestine

IN WITNESS WHEREOF the parties hereto have executed this Agreement to be effective from the day and year first above written:

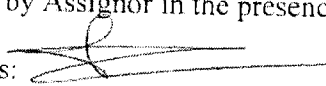
For and on behalf of Queen Mary & Westfield College, University of London


 Name *Graeme Brown*
 Position *Director Technology Transfer*


 Name *Intellectual Property Officer Safo Asari*
 Position *Intellectual Property Officer*

For and on behalf of Assignor

Signed by Assignor in the presence of:

Witness: 
 Name: *EMMA BACON*
 Address: *7 GODWIN CLOSE, CHINGFORD, LONDON E4 7RG*
 Occupation: *BUSINESS & CONTRACTS MGR*

Assignment Agreement

THIS AGREEMENT is effective from the 21st day of October 2005 between

Queen Mary & Westfield College, University of London, Incorporated by Royal Charter,
whose address is Mile End Road, London E1 4Ns ("QMUL")

and

Dr. Cockerill, whose address is Academic Vascular Surgery Research Unit, Department of
Cardiac & Vascular Sciences, St George's University of London, Cranmer Terrace, London
SW17 0RE

("Assignor")

WHEREAS:

- A. Dr. Cockerill, together with Professor Cuzzocrea and Professor Thiemermann has made an invention relating to the Treatment of Inflammatory Conditions of the Intestine ("the Invention") in respect of which patent applications have been filed by CSL Limited, 45 Poplar Road, Parkville, Victoria 3052, Australia, detailed in the Schedule hereto ("the Patent Applications").
- B. At the time the Invention was made, Professor Thiemermann and Dr. Cockerill were employees of QMUL and Professor Cuzzocrea was an employee of the University of Messina.
- C. QMUL has agreed with CSL Limited that a revenue sharing arrangement should be put in place to reflect the contributions of the Inventors to the Invention. As part of this arrangement QMUL has agreed to assign its rights in the Invention and the Patent Applications to CSL Limited. To facilitate and simplify this process, the Inventors have agreed to assign their rights to QMUL.
- D. Professor Cuzzocrea is individually responsible for the management and exploitation of inventions and other Intellectual Property resulting from his research and has assigned his individual rights to QMUL in an Assignment Agreement dated October 21, 2005.
- E. Professor Thiemermann in his responsibility as an employee of QMUL has agreed to assign his individual rights to QMUL in a separate Assignment Agreement effective from October 21, 2005
- F. Dr. Cockerill has agreed to assign her individual rights to QMUL on the following terms:

IT IS HEREBY AGREED as follows:

- 1. Assignor assigns and confirms absolutely to QMUL with full title, her entire right, title and interest to and in:

- (i) the Invention and the Patent Applications;
 - (ii) all patents and other intellectual property including know-how that may be made pursuant to the Patent Applications as well as all patents and other intellectual property including know-how that may derive priority from or have equivalent claims to or be associated with or be based upon the Patent Applications in any country of the world, including supplementary protection certificates, additions, divisions, continuations, continuations in part, reissues, extensions, design rights and registered designs;
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 - (i) take all reasonable steps to assist QMUL in discharging its obligations as set out in its Agreement with CSL Limited to apply for and/or obtain the grant of patent or other forms of protection in any country of the world in respect of the Invention;
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6. Through its Agreement with QMUL, CSL Limited shall have the exclusive right to commercially exploit the Invention and Patent Applications, including without limitation the right to assign or grant one or more licenses in respect of the Invention and Patent Applications to enable other persons to develop and commercially exploit the Invention and Patent Applications and the right to collaborate with such persons in such development and exploitations.
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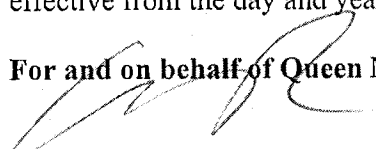
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USA	11/074723	CSL Limited	Thiemermann, Cuzzocrea, Cockerill	Treatment of Inflammatory Conditions of the Intestine

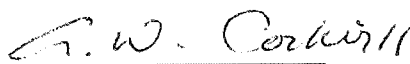
IN WITNESS WHEREOF the parties hereto have executed this Agreement to be effective from the day and year first above written:

For and on behalf of Queen Mary & Westfield College, University of London


 Name Graeme Brian
 Position Director of Technology Transfer

 Name
 Position

For and on behalf of Assignor


 Signed by Assignor in the presence of :

Witness:

Name:
Address:
Occupation:

*Hugh Markins
St Georges University of London
Professor & Neurologist*