

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
BTG International Limited	07/22/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Penn Pharmaceutical Services Limited
Street Address:	23-24 Tafamaubach, Tredegar
City:	Gwent
State/Country:	UNITED KINGDOM
Postal Code:	NP22 3AA
<b>PROPERTY NUMBERS Total: 2</b>	
Property Type	Number
Patent Number:	5716991
Patent Number:	5852055
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(512)536-4598
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6123212800
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ATTORNEY DOCKET NUMBER:	VESH-026 10911773
NAME OF SUBMITTER:	4808017003814258
Total Attachments: 6 source=VESH-026 MAIL pdf#page1.tif source=VESH-026 MAIL pdf#page2.tif	

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**PATENT**  
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## **Termination & Re-Assignment Agreement**

This Termination & Re-Assignment Agreement ('the Termination & Re-Assignment Agreement') is made on 22 July 2009 between

### **PARTIES**

- (1) Sinclair Pharmaceuticals Limited of Godalming Business Centre, Godalming, Surrey, GU7 1XW, United Kingdom ('Sinclair');
- (2) Penn Pharmaceutical Services Limited of 23-24 Tafarnaubach, Tredegar, Gwent, NP22 3AA, United Kingdom ('Penn'); and
- (3) BTG International Limited of 5 Fleet Place, London EC4M 7RD, United Kingdom ('BTG').

### **WHEREAS**

- A. The Parties entered into an Assignment of Rights relating to Paradote ('the Paradote Agreement') on 22<sup>nd</sup> October 2003.
- B. Sinclair has pursuant to Clause 13.1 of the Paradote Agreement given Penn and BTG six months' written notice of termination of the Paradote Agreement whereby the Paradote Agreement shall terminate on 22<sup>nd</sup> July 2009.
- C. In accordance with Clause 14.1 of the Paradote Agreement and with the consent of BTG, Sinclair wishes to re-assign to Penn the Patents and any other intellectual property rights relating to the Patents which were assigned by BTG to Sinclair under the Paradote Agreement ('the patent rights').
- D. In accordance with Clause 14.1 of the Paradote Agreement, Sinclair wishes to re-assign to Penn the Trade Mark and the rights in and to the Marketing Authorisation and the Database which were assigned by Penn to Sinclair under the Paradote Agreement ('the trade mark, marketing authorisation and database rights').
- E. In accordance with Clause 14.1 of the Paradote Agreement and with the consent of BTG, Sinclair wishes to assign to Penn any Improvements and rights in respect of the same ('the improvement rights').

**IT IS THEREFORE HEREBY AGREED** that the Paradote Agreement shall terminate and the patent rights and the trade mark, marketing authorisation and database rights shall be re-assigned and the improvement rights shall be assigned in accordance with the terms and conditions of this Termination & Re-Assignment Agreement.

#### **1. Definitions**

- 1.1 Capitalised terms that are used in this Termination & Re-Assignment Agreement shall have the definitions that have been ascribed to them in the Paradote Agreement.

#### **2. Termination**

- 2.1 The Parties agree that the Paradote Agreement shall terminate on 22<sup>nd</sup> July 2009 (the 'Termination Date'). Except as expressly set forth herein, the Paradote Agreement shall have no further force and effect after the Termination Date.

- h) to the extent that such rights exist and are not already assigned hereby, all property, right, title and interest in or to the Trade Mark existing at common law by virtue of its use thereof;
- i) to the extent that such rights exist and are not already assigned hereby, all rights to institute and maintain proceedings for passing off or equivalent proceedings against any person now or hereafter wrongfully using the Trade Mark; and
- j) all rights in and to the Marketing Authorisation and the Database (including the marketing authorisation particularised in Part 3 of the attached Schedule).

3.2 Sinclair further hereby assigns to Penn any Improvements and rights in respect of the same as defined under Clause 14.1(b) of the Paradote Agreement and agrees to deliver to Penn any physical embodiment of such Improvements pursuant to Clause 14.1(c) of the Paradote Agreement.

3.3 Sinclair shall at the request and cost of Penn do all such acts and execute all such documents (including the making of or deposition to any declaration or oath) as may be necessary or desirable to secure the vesting in Penn of the Patents, Trade Mark, Marketing Authorisation, Database and related rights and to assist in the resolution of any question concerning the Patents, Trade Mark, Marketing Authorisation, Database and related rights.

3.4 Notwithstanding the provisions of Clause 14.1 of the Paradote Agreement, in consideration of the sum of UK £1 (one UK pound sterling) paid by Penn to BTG (the receipt and sufficiency of which is hereby acknowledged), BTG hereby waives all rights to re-assignment of the Patents and any other intellectual property rights relating to the Patents and waives all rights to assignment of any Improvements and rights in respect of the same. For the avoidance of doubt, the parties agree that BTG shall have no liability whatsoever in relation to this Termination & Re-Assignment Agreement.

#### 4. Miscellaneous

- (a) This Termination & Re-Assignment Agreement shall be governed by and interpreted in accordance with English Law and the Parties submit to the exclusive jurisdiction of the English Courts.
- (b) If any provision of this Termination & Re-Assignment Agreement is determined by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of any of the remaining provisions hereof.
- (c) This Termination & Re-Assignment Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and may only be modified in writing signed by a duly authorised representative of each of the Parties.
- (d) All notices and other communications under this Termination & Re-Assignment Agreement shall be in writing and shall be deemed given upon receipt if delivered personally, or when sent if mailed by registered or certified mail (return receipt requested), or by reputable overnight express courier (charges prepaid) or transmitted by facsimile (with confirmation of transmittal) to the Parties at their respective registered addresses.
- (e) This Termination & Re-Assignment Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Parties.

## Schedule

### Part 1 – Patents

Country	Country	Filing number	Filing date	Grant number	Grant date
AT	Austria	EP94908449.5	08-Mar-94	EP0689434 / E221777	07-Aug-02
AT	Austria	EP02002974.0	08-Mar-94	EP1210939 / E314842	04-Jan-06
AU	Australia	AU94/61487	08-Mar-94	AU674934	06-May-97
BE	Belgium	EP94908449.5	08-Mar-94	EP0689434	07-Aug-02
BE	Belgium	EP02002974.0	08-Mar-94	EP1210939	04-Jan-06
BR	Brazil	BR9406227-7	08-Mar-94	-	-
CA	Canada	CA2157921	08-Mar-94	CA2157921	11-Jul-06
CH/LI	Switzerland/Liechtenstein	EP94908449.5	08-Mar-94	EP0689434	07-Aug-02
CH/LI	Switzerland/Liechtenstein	EP02002974.0	08-Mar-94	EP1210939	04-Jan-06
CN	China	CN94191429.1	08-Mar-94	-	-
DE	Germany	EP94908449.5	08-Mar-94	EP0689434 / DE69431151.0	07-Aug-02
DE	Germany	EP02002974.0	08-Mar-94	EP1210939 / DE69434600.4	04-Jan-06
DK	Denmark	EP94908449.5	08-Mar-94	EP0689434	07-Aug-02
EC	Ecuador	EC95/1385	17-Feb-95	-	-
EP	European Patent Office	EP94908449.5	08-Mar-94	EP0689434	07-Aug-02
EP	European Patent Office	EP02002974.0	08-Mar-94	EP1210939	04-Jan-06
ES	Spain	EP94908449.5	08-Mar-94	EP0689434 / ES2176238	07-Aug-02
ES	Spain	EP02002974.0	08-Mar-94	EP1210939 / ES2254541	04-Jan-06
FR	France	EP94908449.5	08-Mar-94	EP0689434	07-Aug-02
FR	France	EP02002974.0	08-Mar-94	EP1210939	04-Jan-06
GB	United Kingdom	GB9305058.1	12-Mar-93	-	-
GB	United Kingdom	GB9404427.8	08-Mar-94	GB2276319	15-Jan-97
GB	United Kingdom	EP94908449.5	08-Mar-94	EP0689434	07-Aug-02
GB	United Kingdom	EP02002974.0	08-Mar-94	EP1210939	04-Jan-06
GR	Greece	EP94908449.5	08-Mar-94	EP0689434	07-Aug-02
IE	Ireland	EP94908449.5	08-Mar-94	EP0689434	07-Aug-02
IL	Israel	IL108937	11-Mar-94	IL108937	31-Jan-00
IT	Italy	EP94908449.5	08-Mar-94	EP0689434	07-Aug-02
IT	Italy	EP02002974.0	08-Mar-94	EP1210939	04-Jan-06
JP	Japan	JP94/519741	08-Mar-94	-	-
KR	Republic of Korea	KR95/703846	08-Mar-94	-	-
LK	Sri Lanka	LK10872	13-Sep-95	LK10872	14-Oct-98
LU	Luxembourg	EP94908449.5	08-Mar-94	EP0689434	07-Aug-02
LU	Luxembourg	EP02002974.0	08-Mar-94	EP1210939	04-Jan-06
MC	Monaco	EP94908449.5	08-Mar-94	EP0689434	07-Aug-02
MC	Monaco	EP02002974.0	08-Mar-94	EP1210939	04-Jan-06
NL	Netherlands	EP94908449.5	08-Mar-94	EP0689434	07-Aug-02
NO	Norway	NO19953515	08-Mar-94	NO318493	29-Mar-05
NZ	New Zealand	NZ262168	08-Mar-94	NZ262168	29-Sep-97
PT	Portugal	EP94908449.5	08-Mar-94	EP0689434 / PT689434	07-Aug-02
SE	Sweden	EP94908449.5	08-Mar-94	EP0689434	07-Aug-02
SG	Singapore	SG9609030-3	08-Mar-94	SG48344	21-Nov-00
US	USA	USSN08/513990	08-Mar-94	US5716991	10-Feb-98
US	USA	USSN08/620815	08-Mar-94	US5852055	22-Dec-98
WO	WIPO	PCT/GB94/00446	08-Mar-94	-	-
ZA	South Africa	ZA94/1674	10-Mar-94	ZA94/1674	29-Nov-95

This Deed is made the 22<sup>nd</sup> day of October 2003

**Between:**

- (1) **BTG International Limited** (company number: 2664412) whose registered office is at 10 Fleet Place, Limeburner Lane, London EC4M 7SB ("BTG")
- (2) **Sinclair Pharmaceuticals Limited** (company number: 01007146) of Borough Road, Godalming, Surrey GU7 2AB ("Sinclair")

**Background:**

- (A) BTG is the proprietor and/or beneficial owner of the rights, title and interest in the patents, details of which are set out in the Schedule to this Agreement (the "Patents")
- (B) BTG, Sinclair and Penn Pharmaceutical Services Limited of 23-24 Tafarnaubach, Tredegar, Gwent NP22 3AA have at the date of execution of this Deed entered into an agreement which details the commercial terms for assignment of the Patents.
- (C) BTG has agreed to assign the Patents to Sinclair on the terms hereinafter set forth.

**Now this Assignment witnesses as follows:**

**1. Assignment**

BTG hereby assigns to Sinclair with full title guarantee the Patents and any other intellectual property rights it may have relating to the Patents.

**2. Further Assurance**

BTG shall do all such acts and execute all such documents necessary to ensure that Sinclair is registered as the proprietor of the Patents. BTG covenants that at the sole cost and expense of Sinclair, BTG shall do any further acts and execute any other such documents as may reasonably be necessary or desirable to secure the vesting in Sinclair of all rights assigned to Sinclair hereunder. BTG covenants to assist so far as it is able to do so in the resolution of any question concerning the Patents and such assistance shall be at the sole cost and expense of Sinclair unless it arises as a result of any representations given by BTG being incorrect or BTG being in breach of its warranties given in this assignment or the agreement referred to in Recital B above, in which case, such assistance shall be at the sole cost and expense of BTG.

**3. Warranties**

BTG warrants, represents, and undertakes as follows:

- 3.1 it is the absolute and unencumbered owner of the Patents;
- 3.2 it is not aware that any third party owns or claims any rights in or under the Patents; and
- 3.3 it is not aware of any infringements of the Patents by any third party.

**Schedule  
The Patents**

File Number	Title	Countr y	Country	Current Status	Application No.	Filing date	Grant number	Grant date
136113	PARACETAMOL FORMULATION	AU	AUSTRALIA	GRANTED	94/61487	08/MAR/1994	674934	06/MAY/1997
		AT	AUSTRIA	GRANTED	94908449.5	08/MAR/1994	E221777	07/AUG/2002
		BE	BELGIUM	GRANTED	94908449.5	08/MAR/1994	EP0689434	07/AUG/2002
		BR	BRAZIL	FILING	P19406227-7	08/MAR/1994		
		CA	CANADA	FILING	2157921	08/MAR/1994		
		CN	CHINA	ABANDONED	94191429	08/MAR/1994		
		DK	DENMARK	GRANTED	94908449.5	08/MAR/1994	EP0689434	07/AUG/2002
		EC	ECUADOR	ABANDONED	95/1385	17/FEB/1995		
		EP	EUROPEAN PROCEDURE SPLIT (PATENTS)		94908449.5	08/MAR/1994	EP0689434	07/AUG/2002
		EP	EUROPEAN PROCEDURE FILING (PATENTS)		02002974.0	11/FEB/2002		
		FR	FRANCE	GRANTED	94908449.5	08/MAR/1994	EP0689434	07/AUG/2002
		DE	GERMANY	GRANTED	69431151.0	08/MAR/1994	EP0689434	07/AUG/2002
		GR	GREECE	GRANTED	94908449.5	08/MAR/1994	EP0689434	07/AUG/2002
		WO	INTERNATIONAL PROCEDURE	SPLIT	PCT/GB94/00446	08/MAR/1994		
		IE	IRELAND	GRANTED	94908449.5	08/MAR/1994	EP0689434	07/AUG/2002
		IL	ISRAEL	GRANTED	108937	11/MAR/1994	108937	30/JAN/2000
		IT	ITALY	GRANTED	94908449.5	08/MAR/1994	EP0689434	07/AUG/2002
		JP	JAPAN	ABANDONED	94/519741	08/MAR/1994		
		LU	LUXEMBOURG	GRANTED	94908449.5	08/MAR/1994	EP0689434	07/AUG/2002
		MC	MONACO	GRANTED	94908449.5	08/MAR/1994	EP0689434	07/AUG/2002
		NL	NETHERLANDS	GRANTED	94908449.5	08/MAR/1994	EP0689434	07/AUG/2002
		NZ	NEW ZEALAND	GRANTED	262168	08/MAR/1994	262168	27/SEP/1997

**EXECUTED** as a Deed by the Parties through their authorised signatories:

For and on behalf of )  
**BTG INTERNATIONAL LIMITED** )  
acting by: )  
.....*K. Lovell*.....)

.....*K. Lovell*.....  
Director/Authorised Signatory

.....*R. Davison*.....  
~~Secretary~~/Authorised Signatory

For and on behalf of )  
**SINCLAIR PHARMACEUTICALS LIMITED** )  
acting by: )  
.....)

.....*Nicholas Olsen*.....  
Director/Authorised Signatory

.....*M. Mandell*.....  
Secretary/Authorised Signatory