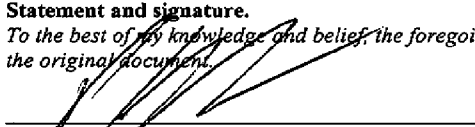



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| Attorney Docket No. <u>145732</u> | | | | | |
| Please record the attached original document or copy thereof. | | | | | |
| 1. A. Name of conveying parties: (1) Urs RAUWALD (2) Oren A. SCHERMAN B. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | 2. A. Name and address of receiving party: CAMBRIDGE ENTERPRISE LIMITED THE OLD SCHOOLS TRINITY LANE CAMBRIDGE CB2 1TN, UNITED KINGDOM B. Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| 3. A. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ B. Execution Date: <u>January 29, 2009-BOTH</u> | | | | | |
| 4. <input checked="" type="checkbox"/> This document is being filed together with a new application. A. Patent Application No. <u>12/734,925</u> B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No C. Title of Application: <u>SUPRAMOLECULAR HANDCUFFS IN POLYMERIC ARCHITECTURE</u> | | | | | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>William P. Berridge</u> Address: OLIFF & BERRIDGE, PLC P.O. Box 320850 Alexandria, VA 22320-4850 | | | 6. Total number of applications and patents involved: <u>1</u> 7. Please charge Deposit Account No. 15-0461 the total fee (37 CFR 3.41) in the amount of \$ <u>40.00</u> . 8. Credit any overpayment or charge any underpayment to deposit account number 15-0461. | | |
| 9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>  Date: <u>June 23, 2010</u> William P. Berridge, Registration No. 30,024 Patrick T. Muffo, Registration No. 60342 Total number of pages including cover sheet, attachments, and document: <u>26</u> | | | | | |

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| Mail Stop: Assignment Recordation Services Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450 6-3-10 | RECORDATION FORM COVER SHEET PATENTS ONLY 06-08-2010  103599083 | U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office 121734925 Attorney Docket No. <u>145732</u> |
|---|---|---|

Please record the attached original document or copy thereof.

| | |
|---|---|
| 1. A. Name of conveying parties: (1) Urs RAUWALD (2) Oren A. SCHERMAN B. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 2. A. Name and address of receiving party: CAMBRIDGE ENTERPRISE LIMITED THE OLD SCHOOLS TRINITY LANE CAMBRIDGE CB2 1TN B. Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3. A. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ B. Execution Date: <u>January 29, 2009-BOTH</u> | 12734925 |

4. This document is being filed together with a new application.

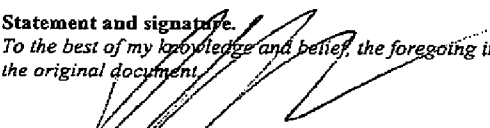
A. Patent Application No. _____ B. Patent No.(s) _____

Additional numbers attached? Yes No

C. Title of Application: SUPRAMOLECULAR HANDCUFFS IN POLYMERIC ARCHITECTURE

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|--|--|

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.



William P. Berridge, Registration No. 30,024
 Patrick T. Muffo, Registration No. 60342

01 FC:0021
 Date: June 3, 2010

Total number of pages including cover sheet, attachments, and document: 12

PATENT
REEL: 024584 FRAME: 0973

IAP01Rec'd PCT 03 JUN 2010

12/734925

DATED 27 FEBRUARY 2009

DR. OREN A. SCHERMAN (1)
AND
URS RAUWALD
("Inventors")

and

THE CHANCELLOR, MASTERS (2)
AND SCHOLARS OF THE
UNIVERSITY OF CAMBRIDGE
("University")

and

CAMBRIDGE ENTERPRISE (3)
LIMITED
("CE")

INTELLECTUAL PROPERTY
RIGHTS ASSIGNMENT AND
KNOW-HOW LICENCE

Case No: SCH-2100-07

THIS DEED is made on **27 FEBRUARY** 2009 BETWEEN:

PARTIES

- (1) Dr. Oren A. Scherman of 12 New Square, Cambridge CB1 1EY and Urs Rauwald of Beim Kleinen Tagwerk 21, 28355, Bremen, Germany ("Inventors") and
KNOWLEDGE
- (2) THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE of The Old Schools, Trinity Lane, Cambridge CB2 1TN ("University") and
- (3) CAMBRIDGE ENTERPRISE LIMITED (Company Number 01069886) of The Old Schools, Trinity Lane, Cambridge CB2 1TN ("CE")

BACKGROUND

- (A) The Inventors as employees or students of the University have been engaged in research and have discovered, invented, created or produced the Technology some of which has become the subject of the Patents. Urs Rauwald participated in the creation of the Technology under a PhD studentship funded by monies provided by Dr. Oren A. Scherman, from a private bequest.
- (B) The Inventors and the University now wish to procure the commercial exploitation of the Technology and assign the Intellectual Property Rights in respect of the Technology to CE for this purpose.
- (C) To facilitate commercial exploitation, the Inventors wish to grant to CE a non-exclusive licence to the Know-How.
- (D) CE wishes to be assigned the Intellectual Property Rights and to be granted a licence of the Know-How, all for the purposes of commercial exploitation.
- (E) The arrangements for distribution of net income and equity between the Inventors, the University Department and Cambridge Enterprise as set out in the University's Ordinance graced on 12th December 2005 apply to the Technology.

OPERATIVE TERMS

The parties agree as follows:

1 Interpretation

1.1 In this Deed, the following words have the following meanings:

"Know-How" means all technical information, data, knowledge, techniques, processes, systems, algorithms, calculations, formulae, results of experimentation, designs, statistics, records and all confidential information and data developed by the Inventors as employees or students of the University and which relate to the use and exploitation of the Technology;

"Improvement" means any further development, work, discovery and creation made by the Inventors as employees or students of the University to any of the Technology from the date of invention until the date of filing of final applications, whether under the Patent Cooperation Treaty or otherwise;

"Intellectual Property Rights" means all intellectual property rights in any part of the world in or arising out of the making of the Technology consisting of any patent, any other right in novel technology such as a utility model or petty patent, any plant variety right or plant patent, and any registered design for a product, any associated trade mark registration associated with another registerable right belonging to the University, and any other type of intellectual property that is dependent on registration, deposit, or grant, including without limitation the Patents;

"Patents" means the patent or patents for which application has been made, as set out in Schedule 2, together with any patents granted in the UK or overseas pursuant to the applications or to any applications which derive priority from, have equivalent claims to or are based on such applications, including without limitation any, continuations, continuations in part, extensions, reissues, divisions and supplementary protection certificates;

"Technology" means the technology in the areas described in Schedule 1 and any Improvement and;

"University's Ordinance" means the University's Ordinance on Intellectual Property Rights, graced on 12th December 2005.

1.2 In this Deed (except where the context otherwise requires):

PATENT

REEL: 024584 FRAME: 0976

- (a) any reference to a clause or schedule is to the relevant clause or schedule of or to this Deed and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the clause or schedule in which it appears;
- (b) the clause headings are included for convenience only and shall not affect the interpretation of this Deed; and
- (c) any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).

1.3 If a provision of this Deed is inconsistent with a provision of a schedule to this Deed, the provision of this Deed prevails.

2 Assignment

2.1 The Inventors and the University each assign to CE all rights they may have to:

- (a) the Intellectual Property Rights;
- (b) apply for, prosecute and obtain protection for any of the Intellectual Property Rights and claim priority when filing further applications; and
- (c) take actions and proceedings as may be necessary and recover damages or otherwise in respect of any infringement of the rights assigned by this Deed in respect of any infringements which occurred before the date of this Deed.

2.2 If an Improvement is discovered or created by the Inventors, the Inventors and the University shall promptly disclose full details of it to CE.

2.3 If CE enters into a licence, assignment or other agreement with a third party for the exploitation of any of the Intellectual Property Rights, CE shall distribute to the Inventors that part of the income received by CE under that licence, assignment or other agreement, which is allocated to Inventors by the University's Ordinance, the application of which to such income is set out in Schedule 3. Unless the Inventors notify CE within 90 days of the date of this Deed specifying a different arrangement which they have agreed, CE shall divide the income due to the Inventors equally between them.

2.4 Subject to clause 2.5, the Inventors and the University reserve the right to use the Technology and Intellectual Property Rights for the purposes of publication, teaching and academic

research.

2.5 The Inventors shall not:

- (a) disclose particulars of the Technology or Intellectual Property Rights to any person except to CE and those bound by written obligations of confidence to the Inventors or to the University prior to filing of any patent application;
- (b) grant any rights to any third party to use or otherwise exploit any part of the Technology or Intellectual Property Rights so as to diminish the rights granted by this Deed in any way; or
- (c) use the Intellectual Property Rights for any purpose other than publication, teaching and academic research.

3. **Licence of Know-How**

3.1 The Inventors hereby grant to CE an irrevocable, royalty-free world-wide, non-exclusive licence to use the Know-How, with the right to grant sub-licences to the whole or any part of the Know-How, for all purposes in relation to exploitation of the Technology and Intellectual Property Rights.

4. **Representations**

4.1 The Inventors confirm that:

- (a) the Technology, Intellectual Property Rights and Know-How are their original work, no other person was involved in their creation and they have not been copied wholly or substantially from any other work or material, and that the exercise by CE of the rights assigned to it hereunder will not to the best of their knowledge and belief infringe the rights of any third party;
- (b) no other person was involved with the Inventors in the creation of the Technology and that no other person has any legal or beneficial interest in the Technology;
- (c) prior to filing of any patent application, they have not disclosed anything about the Technology or Intellectual Property Rights to any person except to those bound by written obligations of confidence to the Inventors or to the University;
- (d) apart from the University, they are the sole owner of the Technology, Intellectual

Property Rights and Know-How and have not knowingly created any rights in favour of any third party;

- (e) they are not aware of anything, and have not done or omitted to do anything which they know would affect the validity or enforceability of the Intellectual Property Rights or cause the Intellectual Property Rights to be revoked.

4.2 The University makes no representation and gives no warranty in any way in relation to any of the Technology, Intellectual Property Rights or Know-How and any representations or warranties given by the University (express or implied) are excluded to the maximum extent permitted by law.

5. Further steps

5.1 The Inventors and the University shall, at the request of CE, use all reasonable endeavours to do or procure to be done all further acts and things and execute or procure the execution of all other documents as CE may from time to time reasonably require for the purposes of giving CE the full benefit of the assets, rights and benefits transferred to CE under this Deed including assisting CE:

- (a) in the resolution of any queries concerning the Technology, Intellectual Property Rights and Know-How;
- (b) in the protection or commercial exploitation of the Technology, Intellectual Property Rights and licence of the Know-How; and
- (c) by providing assistance and information as CE may require in connection with any third party claim, action or proceeding brought against CE or any of CE's licensees or assignees concerning the Technology, Intellectual Property Rights or Know-How.

5.2 CE will consult with the Inventors about exploitation of the Intellectual Property Rights and the Know-How.

6. General

6.1 A provision of this Deed or any right created under it cannot be waived or varied except in writing signed by the parties.

6.2 The Inventors and the University each severally and irrevocably appoint PATENT attorney to sign, execute and deliver on its behalf all deeds and documents and to do all acts and things

necessary to give effect to the terms of this Deed and for vesting in CE the full benefit of the assets, rights and benefits to be transferred to CE under this Deed.

6.3 Any notice to be given under this Deed shall be in writing and delivered by hand, prepaid registered post or facsimile to the party using the details set out in this Deed. A party who gives a notice to the University under this Deed shall send a copy of that notice to Cambridge Enterprise Limited, University of Cambridge, 10 Trumpington Street, Cambridge CB2 1QA. Notices are deemed to have been given:

- (a) if delivered by hand, at the time of delivery unless delivered after 5pm in the place of receipt or on a non-business day, in which case the notice is deemed to have been given at 9am the next business day;
- (b) if sent by registered post from within the United Kingdom, three business days after posting (or seven business days if posted from outside the United Kingdom); and
- (c) if sent by facsimile, at the time the facsimile is received shown in the transmission report as the time that the whole facsimile was sent unless received after 5pm in the place of receipt or on a non-business day, in which case the notice is deemed to have been given at 9am the next business day.

6.4 Except in the case of fraud or fraudulent misrepresentation, this Deed constitutes the entire agreement and understanding of the parties and supersedes all negotiations, understandings or previous agreement between the parties relating to the subject matter of this Deed.

6.5 Unless the contrary intention appears, a reference in this Deed to:

- (a) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually; and
- (b) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually but an agreement, representation or warranty of the University binds the University individually only.

6.6 This Deed and any documents to be entered into pursuant to it shall be governed by and construed in accordance with English law.

6.7 This Deed may consist of a number of copies, each signed by one or more parties to the Deed. If so, the signed copies are treated as making up the one and the date on which the last

counterpart is executed will be the date of the Deed.

6.8 This instrument:

- (a) is executed as a deed and by its execution the parties authorise their solicitors to deliver it for them when it is dated; and
- (b) was delivered when it was dated.

Signed as a deed by DR. OREN. A. SCHERMAN:

[Handwritten signature of Oren A. Scherman]

in the presence of:

Witness' signature: *C. T. Jordan*

Name: *Mrs. Catherine T. Jordan*

Address: *23, Mariners Way, Cambridge.*

Occupation: *Secretary*

Date: *29.1.2009*

Signed as a deed by URS RAUWALD:

[Handwritten signature of Urs Rauwald]

in the presence of:

Witness' signature: *C. T. Jordan*

Name: *Mrs. Catherine T. Jordan*

Address: *23, Mariners Way, Cambridge*

Occupation: *Secretary*

Date: *29.1.2009*

The common seal of THE CHANCELLOR)
MASTERS AND SCHOLARS OF THE)
UNIVERSITY OF CAMBRIDGE was)
affixed in the presence of:)

Authorised officer: *[Signature]* Administrative Officer

Authorised officer *[Signature]* ASSISTANT REGISTRARY

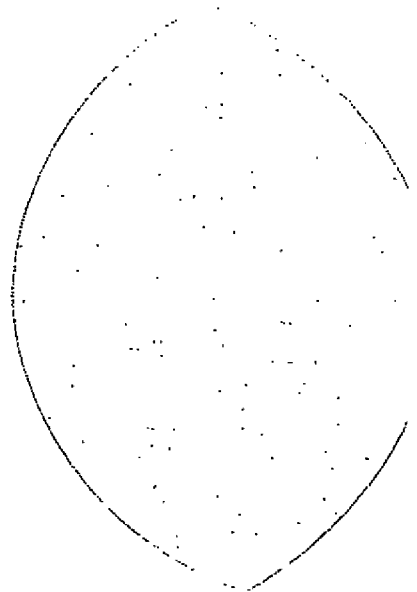
Date: *26/2/09*

Signed as a deed by CAMBRIDGE)
ENTERPRISE LIMITED by a director and)
its secretary/two directors:)

Director *R. L. Jennings*

Director/Secretary *J. W. Kelly*

Date: *06/02/09*



Schedule 1**Technology**

The invention, discoveries and technologies described in the invention disclosure made to the University on 19 November 2007 together with the subject matter specified in the Patents.

Schedule 2**Patents****Patent applications:**

Title: Supramolecular Handcuffs in Polymeric Architecture
Inventors: Oren A. Scherman and Urs Rauwald
Filing Date: 4 December 2008 (claiming priority from GB 0723714.2 filed 4 December 2007)
Filing No: PCT/GB2008/004016

Schedule 3

Income distribution - Application of the University's Ordinance

"Department": the relevant University department is Chemistry.

"Income": all income, royalties, milestone payments or other valuable consideration received by Cambridge Enterprise from exploitation of intellectual property including, without limitation, equity.

"Net Income": Income less deductible expenditure specified in the University's Ordinance, namely:

- (a) all reasonable expenses paid outside the University and Cambridge Enterprise, including patent agent fees, for the filing, prosecution and maintenance of intellectual property rights;
- (b) all reasonable external legal fees incurred in the commercialization of the intellectual property;
- (c) all reasonable external legal fees expended on litigation;
- (d) all reasonable expenditure on insurance relating to the maintenance and enforcement of intellectual property rights;
- (e) revenue due to third parties – none.
- (f) any other expenditure that is agreed with the Inventors

Income Sharing:

| <i>Net Income</i> | <i>Inventors (jointly)</i> | <i>Department</i> | <i>Cambridge Enterprise</i> |
|-------------------|----------------------------|-------------------|-----------------------------|
| First £100,000 | 90% | 5% | 5% |
| Next £100,000 | 60% | 20% | 20% |
| Above £200,000 | 34% | 33% | 33% |

Thresholds in the above table are index linked from 12th December 2005 using the Retail Prices Index.

The Inventors have agreed that they shall receive the following share of the Net Income to be paid to the Inventors:

| | |
|---------------|--------|
| Oren Scherman | 66.66% |
| Urs Rauwald | 33.34% |