

NIKOLAI & MERSEREAU P.A.
ATTORNEYS AT LAW

June 28, 2010

RECORDATION FORM COVER SHEET

PATENTS ONLY

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OUR FILE NO. 990486.DVD

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
IMPERIAL COLLEGE INNOVATIONS LIMITED

___ Individual(s) ___ Association
___ General Partnership X Limited Partnership
___ Corporation-State of Minnesota
___ Other _____

2. Name and address of receiving party(ies):
Name: D-GEN LIMITED
Street Address: 90 Fetter Lane
City: London EC4A IJP
Country: United Kingdom

___ Individual(s) ___ Association
___ General Partnership X Limited Partnership
___ Corporation - Minnesota
___ Other: _____

3. Nature of Conveyance:
 X Assignment ___ Merger
___ Security Agreement ___ Change of Name
___ Other _____

Execution Date: 9, May 2000

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REEL: 024622 FRAME: 0799

4. Application number(s) or registration number(s):
If this document is being filed together with a new application, the execution date of the application is:

May 27, 2005

- A. Patent Application No.(s): 11/140,416
B. Patent No.(s):

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

Name: C. G. Mersereau, Esq.
NIKOLAI & MERSEREAU, P.A.
Street Address: 900 Second Avenue South, #820
City: Minneapolis
State: MN
Zip: 55402-3325

6. Number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41): \$40.00
_____ A check is enclosed.

8. The Commissioner is authorized to charge the recording fees or refund any overpayment under 37 CFR 1.16 and 1.17 which may be required by this paper to Deposit Account No. 08-1265.

DO NOT USE THIS SPACE

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.

C.G. Mersereau
Name of Person Signing


Signature

Date: June 28, 2010

Total number of pages including cover sheet, attachments and document: 8

Date: 9 MAY 2000

WE HEREBY CERTIFY THAT
 THIS IS A TRUE COPY OF
 THE ORIGINAL OF WHICH
 IT PURPORTS TO BE A COPY
 THIS 9 DAY OF MAY 2000
 BIRD & BIRD
 90 FETTER LANE
 LONDON EC4A 1J

(1) Imperial College Innovations Limited

(2) D-Gen Limited

**AGREEMENT FOR THE
 ASSIGNMENT OF INTELLECTUAL PROPERTY**

ASSIGNMENT OF KNOW-HOW AND UK PATENT APPLICATIONS AND
OF EQUIVALENT RIGHTS WORLDWIDE

THIS ASSIGNMENT is made this 9 day of MAY



BETWEEN

- (1) **IMPERIAL COLLEGE INNOVATIONS LIMITED** (registered in England under number 2060639) of 47 Prince's Gate, South Kensington, London SW7 2QA ("Assignor"); and
- (2) **D-GEN LIMITED** (registered in England under number 3670478) whose registered office is at 90 Fetter Lane, London EC4A 1JP (the "Assignee").

WHEREAS:-

- A) The Assignor has applied to the Patent Office of the United Kingdom for patents under the Patents Act 1977 under the patent applications identified in **Schedule 1** to this Agreement (the "**Patent Applications**") in respect of the inventions disclosed in the Patent Applications (the "**Inventions**"). The Inventions are the result of research carried out by Professor Collinge and Doctors Jackson and Wadsworth employed by the Imperial College of Science, Technology and Medicine ("**Imperial**") and Professor Clarke employed by the University of Bristol which has resulted in the development of certain technology relating to the diagnosis, treatment and prophylaxis of prion diseases.
- B) The Wellcome Trust has supported the work of Professor Collinge and met substantially all his remuneration otherwise payable by Imperial. This funding is currently continuing, subject to ongoing review by the Wellcome Trust. The terms of this funding provide that the Wellcome Trust claims certain interests in any intellectual property resulting from the work so funded. The interests claimed by the Wellcome Trust have been assigned to Catalyst Biomedica Limited ("**Catalyst Biomedica**"). In addition, any interests claimed by the University of Bristol have been assigned to Bristol Innovations Limited ("**Bristol**").
- C) By virtue of the fact that Professors Collinge and Clarke and Doctors Jackson and Wadsworth (referred to collectively herein as the "**Inventors**") are and were, at the time of the research leading to the Inventions, employed as described in Recital (A) above, Imperial, Catalyst Biomedica and Bristol claimed certain interests in the Inventions. Further, the Inventors, Imperial, Catalyst Biomedica and Bristol were, jointly, proprietors of certain know-how and confidential information (the "**Know-how and Confidential Information**") relating to the said Inventions and such Know-how and Confidential Information includes but is not limited to copyright, design rights, technical information, all data or knowledge existing at the date of this Assignment or in the future relating to the development of the Inventions together with all other information relating to the materials, manufacturing techniques and other information necessary to put the Inventions into practice, properly, efficiently

and on a reasonable scale.

- D) By an agreement of even date herewith the Inventors, Imperial, Catalyst Biomedica and Bristol have assigned to the Assignor the Inventions and any rights and interests they may have in the Patent Applications together with the Know-how and Confidential Information and the right to make further applications as a result of research currently being conducted arising from the Inventions and all their rights, title and interests therein in consideration for the issue to Catalyst Biomedica and Bristol of equity by the Assignee (the "Pre-assignment Agreement").
- E) The Assignee wishes to obtain full rights and title to the use of the said Patent Applications and Know-how and Confidential Information, and the Assignor has agreed to assign and transfer such right and title to the Assignee, and to disclose to it such of the Know-how and Confidential Information relating to the Inventions as is in the possession of the Assignee as at the date of this Assignment.
- F) The Assignor has agreed to assign to the Assignee the Inventions and any rights and interests it may have in the Patent Applications together with the Know-how and Confidential Information and its rights, title and interests therein upon the terms and conditions set out below:

NOW IT IS HEREBY AGREED AND DECLARED as follows:-

1. In pursuance of the agreement comprised in this Assignment and the issue of equity in the Assignee as more particularly described in the Pre-assignment Agreement, the Assignor HEREBY ASSIGNS with full title guarantee unto the Assignee:
- (a) the Inventions and the full and exclusive benefit of them;
 - (b) all the rights of the Assignor in and to the Patent Applications and the full and exclusive benefit of them and all rights privileges and advantages associated with them and the right to sue for damages and other relief in respect of past infringements;
 - (c) the full right to apply for and obtain patents or other similar forms of protection in respect of the Inventions in the United Kingdom and throughout the world;
 - (d) the right to make any new application or applications in respect of any part or parts of the subject-matter of any application or specification filed in connection with the Inventions in the United Kingdom and the right to claim priority under Section 5 of the Patents Act 1977 from the Patent Applications;
 - (e) any patents under the Patents Act 1977 or other similar forms of protection granted in respect of the Inventions in the United Kingdom pursuant to the Patent Applications;

- (f) the right to bring proceedings (in the UK under Section 61 or Section 69 of the Patents Act 1977) for any previous infringement of the rights assigned by this Assignment;
- (g) the right to claim priority of the Applications under the Paris Convention (as amended) when making applications in countries or territories outside the United Kingdom;
- (h) all rights and title possessed by the Assignor in respect of the Know-how and Confidential Information and the full unfettered and exclusive world-wide right to use the Know-how and Confidential Information for any purpose whatsoever (including without limitation the filing of patent applications in respect of all or any aspect of it);

TO HOLD the same unto the Assignee absolutely.

2. The Assignor hereby COVENANTS to disclose to the Assignee, or any person nominated by the Assignee, all the Know-how and Confidential Information known to the Assignor, or which becomes known to the Assignor in relation to the Know-how and Confidential Information and at the expense of the Assignee provide all other reasonable assistance and information as may be reasonably necessary in order to assist the Assignee, or its nominee, to develop and practice the Inventions;
3. The Assignee hereby grants to the Assignor an exclusive royalty free licence, with the right to sub-license, to use the Inventions and Know-how and Confidential Information for a period of 10 years from the date of this Agreement solely for the purposes of education and continuing research in respect of the Inventions. The Assignor acknowledges that any such continuing research carried out for a commercial purpose ("Commercial Research") will be undertaken solely for the benefit of the Assignee and such Commercial Research shall belong solely to the Assignee and that any sub-licence of the Inventions or Know-How and Confidential Information granted by the Assignor shall contain provisions to this effect. The Assignor covenants that it will not, without the prior written consent of the Assignee:-
 - (a) use the Inventions or Know-how and Confidential Information for any commercial purpose; nor
 - (b) communicate, disclose or otherwise make available the Inventions or Know-how and Confidential Information to any third party nor permit the communication disclosure or availability of such Inventions or Know-how or Confidential Information

SAVE THAT this Clause shall not apply to any Inventions or Know-how and Confidential Information which:

- (i) is in or enters the public domain other than by breach of this Agreement; or

(ii) is obtained from a third party who is lawfully authorised to disclose such information.

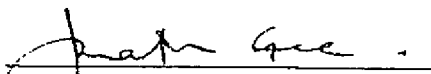
4. The Assignor hereby WARRANTS that, save for the Assignee and the Inventors, Imperial, Catalyst Biomedica and Bristol, it is not aware that the Know-how and Confidential Information, or any part of it, is known, or as a result of any past action or default on its part, or that of anyone else, is likely to become known to any third parties.

5. The Assignor hereby COVENANTS with the Assignee that the Assignor will at the expense of the Assignee execute, sign and do all such instruments applications documents acts and things as may reasonably be required by the Assignee to enable the Assignee (or the nominee of the Assignee) to enjoy the full benefit of the property and rights hereby assigned and (if requested to do so by the Assignee) to apply for any patents or other forms of protection in respect of the Inventions throughout the world and fully and effectively to vest the same in the Assignee or as the Assignee shall direct.


IN WITNESS of which this Assignment has been executed as a Deed and delivered the date and year first above written.

EXECUTED AS A DEED by)
IMPERIAL COLLEGE)
INNOVATIONS LIMITED)

acting by:



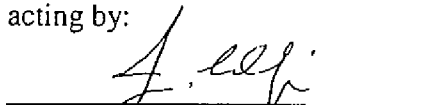
Director



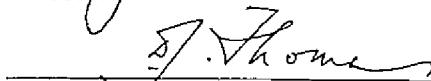
Director/Secretary

EXECUTED AS A DEED by)
D-GEN LIMITED)

acting by:



Director



Director/Secretary

SCHEDULE 1

The Patent Applications:

IC Innovations Case No	Title	Current Status	Territory	Application number	Priority date
1430 Prion diagnostic	Diagnosis of spongiform encephalopathy	in national phase	European US Canada New Zealand Australia Japan UK	97909428.1 291215 2,268,904 335290 47115/97 518114/98 9908649.8	15/10/96
1546 PrP β form	Biological materials and methods useful in the diagnosis and treatment of diseases	in priority year	PCT UK Argentina US	PCT/GB99/03617 9925804.8 P990105585 not known yet	4/11/98
1669 PrP and copper	Diagnosis and treatment of diseases	in priority year	UK	9908059.0	9/4/99