

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RICHARD JOSEPH FAGAN	03/23/2007
CHRISTOPHER BENJAMIN PHELPS	03/27/2007
ANDREW ROBERT DAVIDS	03/22/2007
CHRISTINE POWER	01/22/2007
URSULA BOSCHERT	01/22/2007
YOLANDE CHVATCHKO	01/22/2007
RECEIVING PARTY DATA	
Name:	ARES TRADING S.A.
Street Address:	ZONE INDUSTRIELLE DE L' OURIETTAZ
City:	AUBONNE
State/Country:	SWITZERLAND
Postal Code:	CH-1170
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10579113
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	FRANK C. EISENSCHENK, PH.D.
Address Line 1:	P.O. BOX 142950
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ATTORNEY DOCKET NUMBER:	C.R.116
NAME OF SUBMITTER:	FRANK C. EISENSCHENK, PH.D.

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PATENT
REEL: 024778 FRAME: 0079

Total Attachments: 27

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John Venn & Sons

Scrivener Notaries
Translators

95 Aldwych London WC2B 4JF
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Telephone: 020 7395 4300
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William B Kennair LL.B. • Jessica M Reeve M.A. • Jonathan P Coutts M.A., MCI
Associate: Agnes Corless
Consultant: Bridget M Ellison B.A.

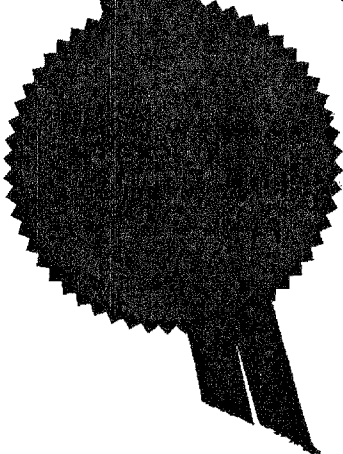
I, WILLIAM BRIGNALL KENNAIR, a duly admitted Notary Public, having jurisdiction throughout England and Wales and practising in London, England, hereby certify:

THAT the Assignment Agreement annexed hereto was signed in my presence by RICHARD JOSEPH FAGAN, CHRISTOPHER BENJAMIN PHELPS and ANDREW ROBERT DAVIDS, who duly identified themselves to me;

AND THAT the said Assignment Agreement was also signed in my presence for and on behalf of INPHARMATICA LIMITED, a Company duly incorporated and existing under English law, of Commonwealth House, 1-19 New Oxford Street, London WC1A 1NU, England, by DAVID ROSS SMITH and CHRISTOPHER GREGORY NEWTON, two of the Directors of the said Company, they being duly authorised for such purpose.

IN WITNESS whereof I have issued this Certificate under my signature and Seal of Office at London, aforesaid, the eleventh day of May Two thousand and seven.

W B Kennair
Not Pub.



INVENTOR ASSIGNMENT AGREEMENT

PARTIES:

- 1) **RICHARD JOSEPH FAGAN**
of Commonwealth House, 1-19 New Oxford Street, London WC1A 1NU, United Kingdom
("FAGAN")
- 2) **CHRISTOPHER BENJAMIN PHELPS**
of Commonwealth House, 1-19 New Oxford Street, London WC1A 1NU, United Kingdom
("PHELPS")
- 3) **ANDREW ROBERT DAVIDS**
of Commonwealth House, 1-19 New Oxford Street, London WC1A 1NU, United Kingdom
("DAVIDS")
- 4) **INPHARMATICA LIMITED** (incorporated in England, United Kingdom with Registration No. 03400161)
of Commonwealth House, 1-19 New Oxford Street, London WC1A 1NU, United Kingdom
("ASSIGNEE")

RECITALS:

- A. FAGAN, PHELPS and DAVIDS (together referred to as the "INVENTORS") are the inventors in respect of the invention having the title and reference numbers set out in Schedule I (the "INVENTION").
- B. The INVENTION is the subject of the patent application or patent applications listed in Schedule II (the "APPLICATIONS").
- C. Each of the INVENTORS made his/her contribution to the INVENTION during the course of his/her normal duties as an employee of the ASSIGNEE or under a fiduciary duty as a director of the ASSIGNEE or pursuant to a commission by the ASSIGNEE and in circumstances such that, as between the INVENTORS and the ASSIGNEE, the ASSIGNEE has at all relevant times been beneficially entitled to the INVENTORS' rights in the INVENTION and the APPLICATIONS.
- D. For the avoidance of doubt and so as to confirm the ASSIGNEE's legal title to the same, the parties have agreed to execute this Agreement for the purpose of ensuring that all the INVENTORS' rights in the INVENTION (including the APPLICATIONS and all other intellectual property rights) are assigned to the ASSIGNEE.

OPERATIVE TERMS:

In consideration for the sum of £1 (one pound sterling) good and valuable consideration paid by the ASSIGNEE to each of the INVENTORS (the receipt and sufficiency of which are hereby acknowledged) IT IS AGREED as follows:

1. Assignment

- 1.1 Each of the INVENTORS hereby assigns with full title guarantee to the ASSIGNEE, for the absolute benefit of the ASSIGNEE and its successors and assigns and free from all third party rights, and the ASSIGNEE hereby accepts the INVENTORS' entire right, title and interest anywhere in the world in the INVENTION and any improvements therein including without limitation:
 - (a) the APPLICATIONS and any and all other patent applications, patents and supplementary protection certificates anywhere in the world which may now or at any time in the future derive or claim priority from any of the APPLICATIONS or otherwise relate to the INVENTION or any improvements therein or in respect of which he/she may be named as an inventor, either solely or jointly with others, including all divisionals, continuations, continuations-in-part, reissues, renewals, extensions and registrations in relation to any thereof and all and any other rights in the INVENTION and any improvements therein (the "PATENT RIGHTS");

- (b) the benefit of all priority rights;
- (c) the right to seek and obtain registrations in other countries;
- (d) all other intellectual property rights and know-how relating in any way to the INVENTION;
- (e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the APPLICATIONS or of the rights conferred by publication of the same or of any other of the PATENT RIGHTS or any other of the rights hereby transferred.

1.2 Each of the INVENTORS confirms and warrants that his/her contribution to the INVENTION was made in the circumstances set out in Recital C and that the ASSIGNEE has accordingly at all relevant times been beneficially entitled to all the INVENTORS' rights in the INVENTION (including the APPLICATIONS) including being entitled to file the APPLICATIONS in the name of the ASSIGNEE or permit a third party to file the APPLICATIONS in its own name and to transfer any rights in the INVENTION and/or the APPLICATIONS to any third party without reference to the INVENTORS.

1.3 The parties acknowledge and confirm that nothing in this Agreement shall be construed as restricting the rights of the INVENTORS under sections 39 to 43 of the UK Patents Act 1977 or under any equivalent or corresponding provisions in force from time to time relating to inventions made by employees.

2. Warranties

Each of the INVENTORS warrants as follows:

- (a) that he/she is an inventor in relation to the INVENTION;
- (b) that he/she has the right to make the assignment provided for in this Agreement;
- (c) that there are no outstanding prior assignments, licences or other rights affecting the rights assigned by this Agreement;
- (d) that he/she has not done or omitted to do any act or thing whatsoever whereby any patents or other intellectual property rights relating to the INVENTION might be invalidated or otherwise prejudicially affected or the due performance of this Agreement hindered or prevented;
- (e) to keep the INVENTION confidential and not to disclose the same to any person without the prior written consent of the ASSIGNEE;
- (f) that he/she has given no permission to any third party to use the INVENTION and has not otherwise assigned or granted to any third party any rights in or under the INVENTION (including the PATENT RIGHTS);
- (g) that he/she is not aware of any infringement or unauthorised use of any of the rights transferred or intended to be transferred to the ASSIGNEE under this Agreement.

3. Further assurance

- 3.1 The INVENTORS hereby agree, upon the request and at the expense of the ASSIGNEE, its successors and assigns, to execute any further documents and do all things at the ASSIGNEE's expense which the ASSIGNEE may reasonably require in order to ensure the vesting in the ASSIGNEE (or the ASSIGNEE's successors in title or nominees as the case may be) of all property rights title and interests intended to be assigned transferred or granted to the ASSIGNEE hereunder (including the PATENT RIGHTS) and to give the ASSIGNEE the full benefit of this Agreement including doing all acts which may be necessary or desirable in connection with:
- (a) the prosecution of the APPLICATIONS and the filing and prosecution of any further patent applications anywhere in the world and obtaining grant in relation thereto;
 - (b) protecting and enforcing the APPLICATIONS and any patents or patent applications and other intellectual property rights relating to the INVENTION;

- (c) recording any such patent applications, patents and other rights in the name of the ASSIGNEE or the ASSIGNEE's successors in title or nominees as sole applicant or registered proprietor as the case may be;
- (d) assisting in the resolution of any question concerning the INVENTION or PATENT RIGHTS.

3.2 Each of the INVENTORS hereby authorises the directors from time to time of the ASSIGNEE to do or authorise the doing of all such acts (including the signing of all such documents) on his/her behalf as the ASSIGNEE may consider appropriate for the purpose of giving effect to the provisions of clause 3.1, including but not limited to the annotation of this Agreement with any further reference information regarding any of the PATENT RIGHTS as may be required by any relevant Patent Office.

4. Law

This Agreement shall be governed by and construed and take effect in accordance with English law.

IN WITNESS of which the parties have executed and delivered this Agreement as a Deed effective on the date of the last of the parties' signatures.

SCHEDULE I - THE INVENTION

<u>Title</u>	<u>References</u>
CYTOKINE ANTAGONIST MOLECULES	P035815GB, INSP052_055, GB0577-2

SCHEDULE II - THE APPLICATIONS

<u>Country/ Convention</u>	<u>No.</u>	<u>Filing Date (DD.MM.YYYY)</u>	<u>References</u>	<u>Title</u>	
GB	0326393.6	12/11/2003	P035815GB, INSP051_055, GB0577-2	CYTOKINE MOLECULES	ANTAGONIST
WO	GB2004/004772 (WO2005/046714)	12/11/2004	P035815WO, INSP052_055, WO0577-2	CYTOKINE MOLECULES	ANTAGONIST
EP	04798495.0 (EP1682164)	12/11/2004	P035815EP, INSP052_055, EP0577-2	CYTOKINE MOLECULES	ANTAGONIST
AU	2004289105	12/11/2004	P035815AU, INSP052_055, AU0577-2	CYTOKINE MOLECULES	ANTAGONIST
BR	PI0416507-1	12/11/2004	P035815BR, INSP052_055, BR0577-2	CYTOKINE MOLECULES	ANTAGONIST
CA	2544308	12/11/2004	P035815CA, INSP052_055, CA0577-2	CYTOKINE MOLECULES	ANTAGONIST
CN	200480039777.3	12/11/2004	P035815CN, INSP052_055, CN0577-2	CYTOKINE MOLECULES	ANTAGONIST
EA	200600956	12/11/2004	P035815EA, INSP052_055, EA0577-2	CYTOKINE MOLECULES	ANTAGONIST
IL	175569	12/11/2004	P035815IL, INSP052_055, IL0577-2	CYTOKINE MOLECULES	ANTAGONIST
JP	2006-538952	12/11/2004	P035815JP, INSP052_055, JP0577-2	CYTOKINE MOLECULES	ANTAGONIST
KR	10-2006-7010318	12/11/2004	P035815KR, INSP052_055, KR0577-2	CYTOKINE MOLECULES	ANTAGONIST
MX	PA/a/2006/05216	12/11/2004	P035815MX, INSP052_055, MX0577-2	CYTOKINE MOLECULES	ANTAGONIST
NO	20062657	12/11/2004	P035815NO, INSP052_055, NO0577-2	CYTOKINE MOLECULES	ANTAGONIST
UA	200606389	12/11/2004	P035815UA, INSP052_055, UA0577-2	CYTOKINE MOLECULES	ANTAGONIST
US	10/579113	12/11/2004	P035815US, INSP052_055, US0577-2	CYTOKINE MOLECULES	ANTAGONIST

EXECUTED AND DELIVERED AS A DEED by the INVENTORS:

Name: RICHARD JOSEPH FAGAN

Signature:

R J Fagan

Date:

23/03/07

Witness Signature:

J O'Leighin

Witness Name:

John O'Leighin

In the presence of a Notary Public

Name: CHRISTOPHER BENJAMIN PHELPS

Signature:

C.P.

Date:

27-03-07

Witness Signature:

Victoria Gonzalez

Witness Name:

Victoria Gonzalez

In the presence of a Notary Public

Name: ANDREW ROBERT DAVIDS

Signature:

A R Davids

Date:

22/3/07

Witness Signature:

J O'Leighin

Witness Name:

John O'Leighin

In the presence of a Notary Public

EXECUTED AND DELIVERED AS A DEED by the ASSIGNEE:

INPHARMATICA LIMITED acting by:

Name: *DAND L SMITH*

Signature: *Dand L Smith*

Title: Director

Date: *28 March 2007*

Witness Signature: *[Signature]*

Witness Name: *John Overington*

In the presence of a Notary Public

Name: *CHRISTOPHER G NEWTON*

Signature: *[Signature]*

Title: Director/Company Secretary

Date: *28 MARCH 2007.*

Witness Signature: *[Signature]*

Witness Name: *John Overington*

In the presence of a Notary Public

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SIXTH AMENDMENT TO THE COLLABORATIVE RESEARCH AGREEMENT

This Sixth Amendment to the Collaborative Research Agreement (this "Sixth Amendment") is effective as of 14 September 2006 (the "Sixth Amendment Effective Date"), by and between:

ARES TRADING S.A of Zone Industrielle de l'Ouriettaz, 1170 Aubonne, Switzerland (hereinafter referred to as "SERONO");

and

INPHARMATICA LIMITED of Commonwealth House, 1-19 New Oxford Street, London WC1A 1NU, United Kingdom (hereinafter referred to as "INPHARMATICA").

WHEREAS

- (A) The parties entered into a collaborative research agreement dated 11 July 2001, as amended on 14 December 2001, 13 December 2002, 6 March 2003, 10 July 2003 and 11 July 2004 (the "Agreement"), under which they agreed to collaborate in the identification and validation of certain genes and their proteins.
- (B) Pursuant to Article 2.4.5 of the Agreement, SERONO must designate Selected Sequences as Development Candidates and pursuant to Article 6.3 any Selected Sequences not designated as Development Candidates are subject to the grant of an exclusive option to INPHARMATICA to obtain an exclusive license with respect to certain patents of SERONO covering Selected Sequences.
- (C) The Parties now wish to delete Article 2.4.5 and modify Article 6.3 and to make certain other modifications to the Agreement.
- (D) The parties have now agreed to amend the Agreement as set out below.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

- 1. All cross references within Articles of the Agreement shall be amended, as appropriate, in the light of the addition or deletion of Articles which are affected by this Sixth Amendment.
- 2. The following Articles of the Agreement shall be amended as follows:
 - (i) An additional Article, numbered 1.52 and titled "Splicing Isoforms" shall be inserted as follows:

"Multiple, sometimes functionally distinct, proteins encoded by the same gene or genomic locus."

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For the avoidance of doubt, SERONO and INPHARMATICA agree that the entire right, title and interest of all patent applications that have been filed under this agreement and which claim Selected Sequences or Splicing Isoforms thereof (including but not limited to any Sequences listed in Appendices 7 and 8) or any uses thereof, vests in SERONO. Such patent applications filed under this agreement include the patent applications listed in the Appendices 9a and 9b. At the request of SERONO and at SERONO's expense, INPHARMATICA shall sign and deliver to SERONO all writings and do all such things as may be required to vest, register or otherwise confirm SERONO's entire right, title and interest in such patent applications."


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- (xv) Article 6.3, as amended in the Fifth Amendment, shall be amended by deleting the first paragraph thereof.
 - (xvi) Article 2.5 of Appendix 2: Research Plan shall be amended by deleting the first three (3) sentences thereof and inserting in lieu thereof the following text:


"SERONO's role will be to perform in vitro and in vivo biological studies as appropriate to investigate the therapeutic utility of Sequences delivered by INPHARMATICA."
 - (xvii) Four new Appendices, Appendix 7, Appendix 8, Appendix 9a and Appendix 9b attached hereto, shall be included in the Agreement.
3. Except as otherwise specifically provided herein, the capitalised terms in this Sixth Amendment shall have the same meanings as defined in the Agreement. Except to the extent modified by the First, Second, Third, Fourth and Fifth Amendments, all the terms and conditions of the Agreement which are not explicitly amended by this Sixth Amendment shall remain unchanged.
 4. This Sixth Amendment shall be governed by, construed and interpreted in accordance with the laws of England, regardless of the choice of law principles of that or any other jurisdictions.
 5. The effective date of this Sixth Amendment shall be 14 September 2006.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment as of the day and year first above written.

Signed for and on behalf of ARES TRADING S.A.


By: Timothy Wells

Its: Authorized Signatory


By: Jacques Theurillat

Its: Authorized Signatory



Signed for and on behalf of INPHARMATICA LIMITED


By: John Lisle

Its: Chief Executive Officer

APPENDIX 9 - PATENT APPLICATIONS FILED

1 APPENDIX 9A - PENDING PATENT FAMILIES

Serono Patent Family Identifier	First Priority Application in the Patent Family	Additional Applications filed in the Patent Family	Title of Patent Application
0537-1	GB0130738.8 filed 21/DEC/2001	WO/PCT Appl. No. PCT/GB02/05865 AU/PCT Appl. No. 2002353207 CA/PCT Appl. No. 2470781 CN/PCT Appl. No. 02828274.4 EA/EAT Appl. No. 200400813 EP/EPT Appl. No. 02788225.7 IL/PCT Appl. No. 162592 JP/PCT Appl. No. 2003-556441 KR/PCT Appl. No. 10-2004-7009759 MX/PCT Appl. No. PA/a/04/006062 UA/PCT Appl. No. 20040705726 US/PCT Appl. No. 10/872,898 HK/FPR Appl. No. 05110533.8	CYSTINE-KNOT FOLD PROTEIN
0537-2	PCT/US2006/000951 filed 12/JAN/2006		CYSTINE-KNOT FOLD CYTOKINE
0542	GB0130721.4 filed 21/DEC/2001	WO/PCT Appl. No. PCT/GB2002/005856 CA/PCT Appl. No. 2471297 EP/EPT Appl. No. 02805830.3 JP/PCT Appl. No. 2003-556445 US/PCT Appl. No. 10/872681	TRANSMEMBRANE PROTEIN
0548 A	GB0130720.6 filed 21/DEC/2001	WO/PCT Appl. No. PCT/GB02/05890 CA/PCT Appl. No. 2471306 EP/EPT Appl. No. 02788245.5 JP/PCT Appl. No. 2003-556442 US/PCT Appl. No. 10/873332	SECRETED PROTEINS
0548 B	GB0130720.6 filed 21/DEC/2001	WO/PCT Appl. No. PCT/GB02/05885 AU/PCT Appl. No. 2002353224 CA/PCT Appl. No. 2,470,594 EP/EPT Appl. No. 02788242.2 JP/PCT Appl. No. 2003-554728 US/PCT Appl. No. 10/872598	LEPTIN PROTEINS
0548 C	GB0130720.6 filed 21/DEC/2001	WO/PCT Appl. No. PCT/GB02/05914 AU/PCT Appl. No. 2002356317 BR/PCT Appl. No. PI0215284-3 CA/PCT Appl. No. 2470666 CN/PCT Appl. No. 02828275.2 EA/EAT Appl. No. 200400812 EP/EPT Appl. No. 02805839.4 IL/PCT Appl. No. 162598 JP/PCT Appl. No. 2003-556443 KR/PCT Appl. No. 10-2004-7009758 MX/PCT Appl. No. PA/a/2004/006049 UA/PCT Appl. No. 20040705721 US/PCT Appl. No. 10/872,859 HK/FPR Appl. No. 05110536.5	SECRETED PROTEIN

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0548-2	GB0314456.5 filed 20/JUN/2003	WO/PCT Appl. No. PCT/GB2004/002641 US/CIP Appl. No. 10/600,790 AU/PCT Appl. No. 2004/249497 CA/PCT Appl. No. 2527091 EP/EPT Appl. No. 04742994.9 IL/PCT Appl. No. 172184 JP/PCT Appl. No. 2006-516450 US/PCT Appl. No. PCT/GB2004/002641	INTERFERON GAMMA-LIKE PROTEIN
0562	GB0100750.9 filed 11/JAN/2001	WO/PCT Appl. No. PCT/GB02/00107 CA/PCT Appl. No. 2,436,334 EP/EPT Appl. No. 02740036.5 US/PCT Appl. No. 10/615,515	ADHESION MOLECULES
0570	GB20000028971 filed 28/NOV/2000	WO/PCT Appl. No. PCT/GB01/05245 CA/PCT Appl. No. 2,429,819 EP/EPT Appl. No. 01998640.5 US/PCT Appl. No. 10/445,641	CYTOKIN-LIKE PROTEINS
0577-1	GB0209884.6 filed 30/APR/2002	WO/PCT Appl. No. PCT/GB03/001851 AU/PCT Appl. No. 2003229961 BA/PCT Appl. No. BAP041857A BR/PCT Appl. No. PI0309638-6 CA/PCT Appl. No. 2483038 CN/PCT Appl. No. 03815252.5 EA/EAT Appl. No. 200401453 EP/EPT Appl. No. 03722800.4 IL/PCT Appl. No. 164777 IN/PCT Appl. No. 3768/DELNP/2004 JP/PCT Appl. No. 2004-501455 KR/PCT Appl. No. 10-2004-7017339 MX/PCT Appl. No. PA/a/04/010674 NO/PCT Appl. No. 20044628 SG/PCT Appl. No. 2004 06164-4 UA/PCT Appl. No. 20041109738 YU/PCT Appl. No. P-0927/04 ZA/PCT Appl. No. 2004/8453 US/CIP1 Appl. No. 10/706,691 HK/FPR Appl. No. 06100037.9	IMMUNOGLOBULIN-DOMAIN CONTAINING CELL SURFACE RECOGNITION MOLECULES
0577-2	GB0326393.6 filed 12/NOV/2003	WO/PCT Appl. No. PCT/GB2004/004772 AU/PCT Appl. No. 2004289105 BR/PCT Appl. No. PI0416507-1 CA/PCT Appl. No. 2544308 CN/PCT Appl. No. 200480039777.3 EA/EAT Appl. No. 200600956 EP/EPT Appl. No. 04798495.0 IL/PCT Appl. No. 175569 JP/PCT Appl. No. Not Known KR/PCT Appl. No. 10-2006-7010318 MX/PCT Appl. No. PA/a/2006/05216 NO/PCT Appl. No. 20062657 UA/PCT Appl. No. PCT/GB2004/004772 US/PCT Appl. No. 10/579,113	CYTOKINE ANTAGONIST MOLECULES

**CONFIRMATORY ACKNOWLEDGEMENT, ASSIGNMENT AND
UNDERTAKING AGREEMENT**

THIS AGREEMENT is made the 22 day of January 2007 between

- (1) Christine Power ("the Inventor");
10 rue des Jonquilles
01710 Thoiry
France
- (2) Serono Pharmaceutical Research Institute ("SPRI")
14, Chemin des Aulx
1228 Plan-Les Ouates
Switzerland
- (3) Ares Trading S.A. ("ATSA")
Zone industrielle de l'Ourietgaz
CH-1170 Aubonne
Switzerland

WHEREAS

(A) The Inventor is the sole inventor or one of the joint inventors of the invention or inventions entitled "Cytokine antagonist molecules" and identified by the reference number 577-2 ("the Invention");

(B) The Invention is described in or is the subject of one or more patent applications ("the Applications"), identified by the following short particulars:

Patent Office	Filing Date	Application Number
GB	12/11/03	0326393.6
WO	12/11/04	PCT/GB2004/004772 (WO2005/046714)
AU	12/11/04	2004289105
BR	12/11/04	PI0416507-1
CA	12/11/04	2544308
CN	12/11/04	200480039777.3
EA	12/11/04	200600956
EP	12/11/04	04798495.0 (EP1682164)
IL	12/11/04	175569
JP	12/11/04	2006-538952
KR	12/11/04	10-2006-7010318
MX	12/11/04	PA/a/2006/05216
NO	12/11/04	20062657
UA	12/11/04	200606389
US	12/11/04	10/579113

(C) At the time the Invention was made, the Inventor was employed by SPRI, which is and at all material times was a member of the SERONO Group whose ultimate parent company is Serono S.A.;

(D) SPRI has agreed with ATSA that all the rights to the Invention shall vest in ATSA, which is and at all material times was a member of the SERONO Group whose ultimate parent company is Serono S.A.;

(E) It is the wish and intention of all the parties hereto that:

- (i) the Applications shall continue in the name of ATSA;
- (ii) any patent application or like application filed in any country or territory and being directed to the Invention or any part of or improvement therein (whether or not claiming priority from any of the Applications under the Paris Convention or any other applicable patent treaty, law or convention and including all divisional applications, applications for patents of addition, continuation applications, continuation-in-part applications, applications for re-issue national applications, applications for supplementary protection certificates, regional applications and international applications) ("Corresponding Application(s)") shall be in the name of and shall vest in ATSA; and
- (iii) any patent granted on the Application or on any Corresponding Application(s) shall be in the name of and shall vest in ATSA;

NOW THIS AGREEMENT WITNESSETH:

1. THE INVENTOR ACKNOWLEDGES AND CONFIRMS that he made his/her contribution to the Invention as part of his normal duties as SPRI's employee and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of his duties;

2. Insofar as any rights in the Invention, any improvement therein and/or any of the Applications have already passed by operation of law or otherwise howsoever to SPRI, now in consideration of the sum of one United States dollar (US\$1.00), receipt whereof SPRI hereby acknowledges, SPRI HEREBY CONFIRMS THE ASSIGNMENT to ATSA of:

- (i) the Invention;
- (ii) any improvement therein;
- (iii) the Applications, the benefit of the Applications, all right, title and interest therein (including the right to and to file Corresponding Application(s) and obtain patents or like forms of protection for the Invention in any country or territory of the world together with the right to claim priority from any of the Applications under the Paris Convention or any other patent treaty, law or convention) and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom free from all encumbrances to the intent that any patent granted pursuant to any of the Applications or to any Corresponding Application(s) shall be in the name of and vested in ATSA;

(iv) the right to recover and take all such proceedings as may be necessary for the recovery of damages, an account of profits or other relief in respect of all infringements of any patent or patents granted pursuant to any of the Applications or to any Corresponding Application(s) or of the rights conferred by publication of any of the Applications or Corresponding Application(s) whether such infringements take place before or after the date of this Agreement;

TO HOLD unto ATSA absolutely;

3. Insofar as the rights in the Invention, any improvement therein and/or any of the Applications are still vested in the Inventor, now in consideration of the sum of one United States dollar (US\$1.00), receipt whereof the Inventor hereby acknowledges, THE INVENTOR HEREBY ASSIGNS to ATSA:

(i) the Invention;

(ii) any improvement therein;

(iii) the Applications, the benefit of the Applications, all right, title and interest therein (including the right to and to file Corresponding Application(s) and obtain patents or like forms of protection for the Invention in any country or territory of the world together with the right to claim priority from any of the Applications under the Paris Convention or any other patent treaty, law or convention) and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom free from all encumbrances to the intent that any patent granted pursuant to any of the Applications or to any Corresponding Application(s) shall be in the name of and vested in ATSA;

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TO HOLD unto ATSA absolutely;

4. ATSA HEREBY ACCEPTS all that is transferred to it under this Agreement;

5. EACH OF THE INVENTOR AND SPRI HEREBY UNDERTAKES to do or have done as and when required by ATSA or its nominee as ATSA shall direct and at the expense of ATSA or its nominee as ATSA shall direct any and all acts and things including the execution of documents necessary or expedient for perfecting or recording the assignments contained herein and/or for giving effect to the wishes and intentions of the parties hereto;

6. EACH OF THE INVENTOR AND SPRI HEREBY AUTHORISES ATSA or its nominee and the agents of any of them as ATSA shall direct to insert herebelow at (*) the relevant application number and/or any further identification which may be necessary or desirable in

order to comply with the rules of the United States Patent Office for recordation of this document:

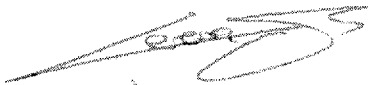
(*)	US Serial No :	_____
	and/or PCT Application No :	_____
	Filing Date :	_____

7. IN THE EVENT THAT ANY OF THE TERMS OF THIS AGREEMENT is held to be invalid, the remainder of the terms shall continue in full force and effect.


8. THIS AGREEMENT SHALL BE CONSTRUED in all respects in accordance with Swiss law;

IN WITNESS whereof the parties have caused this agreement to be duly executed on the day and year first above written.

Signed by: Christine Power
Signature : 

Witness Signature: 
Witness Name: Fuensank CERESA


Signed for and on behalf of SPRI

By: Name : Georg Feyer
Title : Head of Gene and Protein Sciences
Signature : 

Witness Signature: 
Witness Name: Fuensank CERESA

Signed for and on behalf of ATSA

By: Name : Dr. Marc MARKUS
Title : Authorized representative
Signature : 

Witness Signature: 
Witness Name: **Charlotte RETZLER**

ORIGINAL

**CONFIRMATORY ACKNOWLEDGEMENT, ASSIGNMENT AND
UNDERTAKING AGREEMENT**

THIS AGREEMENT is made the 22 day of January 2007 between

- (1) Ursula Boschert ("the Inventor");
Route d'Annecy 100C
1256 Troinex
SWITZERLAND
- (2) Serono Pharmaceutical Research Institute ("SPRI")
14, Chemin des Aulx
1228 Plan-Les Ouates
Switzerland
- (3) Ares Trading S.A. ("ATSA")
Zone industrielle de l'Ouriettaz
CH-1170 Aubonne
Switzerland

WHEREAS

(A) The Inventor is the sole inventor or one of the joint inventors of the invention or inventions entitled "Cytokine antagonist molecules" and identified by the reference number 577-2 ("the Invention");

(B) The Invention is described in or is the subject of one or more patent applications ("the Applications"), identified by the following short particulars:

Patent Office	Filing Date	Application Number
GB	12/11/03	0326393.6
WO	12/11/04	PCT/GB2004/004772 (WO2005/046714)
AU	12/11/04	2004289105
BR	12/11/04	PI0416507-1
CA	12/11/04	2544308
CN	12/11/04	200480039777.3
EA	12/11/04	200600956
EP	12/11/04	04798495.0 (EP1682164)
IL	12/11/04	175569
JP	12/11/04	2006-538952
KR	12/11/04	10-2006-7010318
MX	12/11/04	PA/a/2006/05216
NO	12/11/04	20062657
UA	12/11/04	200606389
US	12/11/04	10/579113

(C) At the time the Invention was made, the Inventor was employed by SPRI, which is and at all material times was a member of the SERONO Group whose ultimate parent company is Serono S.A.;

(D) SPRI has agreed with ATSA that all the rights to the Invention shall vest in ATSA, which is and at all material times was a member of the SERONO Group whose ultimate parent company is Serono S.A.;

(E) It is the wish and intention of all the parties hereto that:

- (i) the Applications shall continue in the name of ATSA;
- (ii) any patent application or like application filed in any country or territory and being directed to the Invention or any part of or improvement therein (whether or not claiming priority from any of the Applications under the Paris Convention or any other applicable patent treaty, law or convention and including all divisional applications, applications for patents of addition, continuation applications, continuation-in-part applications, applications for re-issue national applications, applications for supplementary protection certificates, regional applications and international applications) ("Corresponding Application(s)") shall be in the name of and shall vest in ATSA; and
- (iii) any patent granted on the Application or on any Corresponding Application(s) shall be in the name of and shall vest in ATSA;

NOW THIS AGREEMENT WITNESSETH:

1. THE INVENTOR ACKNOWLEDGES AND CONFIRMS that he made his/her contribution to the Invention as part of his normal duties as SPRI's employee and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of his duties;

2. Insofar as any rights in the Invention, any improvement therein and/or any of the Applications have already passed by operation of law or otherwise howsoever to SPRI, now in consideration of the sum of one United States dollar (US\$1.00), receipt whereof SPRI hereby acknowledges, SPRI HEREBY CONFIRMS THE ASSIGNMENT to ATSA of:

- (i) the Invention;
- (ii) any improvement therein;
- (iii) the Applications, the benefit of the Applications, all right, title and interest therein (including the right to and to file Corresponding Application(s) and obtain patents or like forms of protection for the Invention in any country or territory of the world together with the right to claim priority from any of the Applications under the Paris Convention or any other patent treaty, law or convention) and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom free from all encumbrances to the intent that any patent granted pursuant to any of the Applications or to any Corresponding Application(s) shall be in the name of and vested in ATSA;

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TO HOLD unto ATSA absolutely;

3. Insofar as the rights in the Invention, any improvement therein and/or any of the Applications are still vested in the Inventor, now in consideration of the sum of one United States dollar (US\$1.00), receipt whereof the Inventor hereby acknowledges, THE INVENTOR HEREBY ASSIGNS to ATSA:

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(ii) any improvement therein;

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TO HOLD unto ATSA absolutely;

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6. EACH OF THE INVENTOR AND SPRI HEREBY AUTHORISES ATSA or its nominee and the agents of any of them as ATSA shall direct to insert herebelow at (*) the relevant application number and/or any further identification which may be necessary or desirable in

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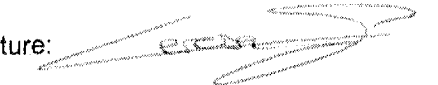
IN WITNESS whereof the parties have caused this agreement to be duly executed on the day and year first above written.

Signed by: Ursula Boschert
Signature: 


Witness Signature: 
Witness Name: Fuensanta CERESA


Signed for and on behalf of SPRI

By: Name: Georg Feger
Title: Head of Gene and Protein Sciences
Signature: 

Witness Signature: 
Witness Name: Fuensanta CERESA

Signed for and on behalf of ATSA

By: Name: Dr. Marc MARCUS
Title: Authorized representative
Signature: 

Witness Signature: 
Witness Name: Charlotte RETZLER

ORIGINAL

Family : 577-2

**CONFIRMATORY ACKNOWLEDGEMENT, ASSIGNMENT AND
UNDERTAKING AGREEMENT**

THIS AGREEMENT is made the 22 day of January 2007 between

- (1) Yolande Chvatchko ("the Inventor");
46 Chemin du Vuillonex
1232 Confignon
Switzerland
- (2) Serono Pharmaceutical Research Institute ("SPRI")
14, Chemin des Aulx
1228 Plan-Les Ouates
Switzerland
- (3) Ares Trading S.A. ("ATSA")
Zone industrielle de l'Ouriettaz
CH-1170 Aubonne
Switzerland

WHEREAS

(A) The Inventor is the sole inventor or one of the joint inventors of the invention or inventions entitled "Cytokine antagonist molecules" and identified by the reference number 577-2 ("the Invention");

(B) The Invention is described in or is the subject of one or more patent applications ("the Applications"), identified by the following short particulars:

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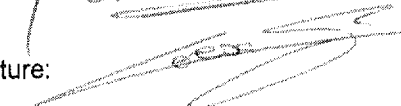
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IN WITNESS whereof the parties have caused this agreement to be duly executed on the day and year first above written.

Signed by: Yolande Chyatchko

Signature: 

Witness Signature: 


Witness Name: Franziska CERESA

Signed for and on behalf of SPRI

By: Name: Gary Feger

Title: Head of Gene and Protein Sciences

Signature: 

Witness Signature: 

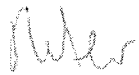
Witness Name: Franziska CERESA

Signed for and on behalf of ATSA

By: Name: Dr. Marc MARCUS

Title: Authorized representative

Signature: 

Witness Signature: 

Witness Name: Charlotte RETZLER