

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ST. GEORGE'S HOSPITAL MEDICAL SCHOOL	03/12/2008
RECEIVING PARTY DATA	
Name:	John HERMON-TAYLOR
Street Address:	11 PARKSIDE AVENUE, WIMBLEDON
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	SW19 5ES
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09091538
CORRESPONDENCE DATA	
Fax Number:	(703)816-4100
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7038164000
Email:	pp@nixonvan.com
Correspondent Name:	B. J. Sadoff
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Address Line 2:	11TH FLOOR
Address Line 4:	ARLINGTON, VIRGINIA 22203
ATTORNEY DOCKET NUMBER:	BJS-117-260
NAME OF SUBMITTER:	B. J. Sadoff
Total Attachments: 7 source=117-260-St-Georges-to-Hermon-Taylor#page1.tif source=117-260-St-Georges-to-Hermon-Taylor#page2.tif source=117-260-St-Georges-to-Hermon-Taylor#page3.tif source=117-260-St-Georges-to-Hermon-Taylor#page4.tif	

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DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT (the "Assignment") is made the 12 day of March 2008

PARTIES:

- (1) ST GEORGE'S HOSPITAL MEDICAL SCHOOL (trading as St George's, University of London) of Cranmer Terrace Tooting SW17 0RE, UK
- (2) ST GEORGE'S ENTERPRISES LIMITED a company incorporated under the laws of England and Wales having its registered office at St George's University of London, Cranmer Terrace, London, SW17 0RE

Collectively referred to as the ("ASSIGNOR")

- (3) PROFESSOR JOHN HERMON-TAYLOR of 11 Parkside Avenue, Wimbledon, London SW19 5ES ("ASSIGNEE")

RECITALS:

- A. The ASSIGNOR is the owner of patent applications and registered patents (hereinafter referred to as the "PATENTS"). Details of the PATENTS are set out in Schedule 1 hereto.
- B. The ASSIGNOR wish to assign its rights in the PATENTS to ASSIGNEE.

OPERATIVE TERMS:

1. Assignment

The ASSIGNOR hereby assigns with full title guarantee to the ASSIGNEE and the ASSIGNEE hereby accepts from the ASSIGNOR all the ASSIGNOR's property right title and interest anywhere in the world in and to the PATENTS and all legal rights attaching thereto including without limitation:

- (a) the PATENTS and all patent applications and patents deriving or claiming priority from any thereof including all divisionals, continuations reissues extensions registrations and supplementary protection certificates in relation to any thereof (the "HALO RIGHTS");
- (b) the benefit of all priority dates in the PATENTS;
- (c) all other intellectual property rights and know-how in the PATENTS;
- (d) 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) in relation to any patents deriving or claiming priority from the PATENTS or any of the rights conferred by publication of the PATENTS or any of the other rights referred to in this Assignment.

2. Further Assurance

- 2.1.1 Subject to clause 3, the ASSIGNOR undertakes to do all further acts and execute all further documents at the ASSIGNEE's request and expense as the ASSIGNEE may reasonably require to secure the vesting in the ASSIGNEE or the ASSIGNEE's nominee or successors in title of all rights title and interests intended to be assigned transferred or granted to the ASSIGNEE hereunder and to give the ASSIGNEE the full benefit of this Assignment including doing all acts which may be necessary in connection with:
- (a) the prosecution of the PATENTS the filing and prosecution of any HALO RIGHTS and obtaining grants in relation thereto;
 - (b) protecting and enforcing the PATENTS and any HALO RIGHTS.
- 2.2 Any confirmatory assignment documents required in any country shall be construed in accordance with the terms of this Assignment.
3. Obligations of the assignee
- 3.1 On signature of this Assignment, the ASSIGNEE shall become responsible for all costs relating to the PATENTS and all patent applications and patents deriving or claiming priority from any thereof or otherwise relating to the PATENTS including all divisionals, continuations reissues extensions registrations and supplementary protection certificates in relation to any thereof, their prosecution and any litigation including patent infringement relating to the production of an anti MAP DNA vaccine (herein after referred to as 'the Project').
- 3.2 The ASSIGNEE shall be responsible for all outstanding costs incurred by the ASSIGNOR in relation to the filing, prosecution and maintenance of the PATENTS up to and including the date of this Assignment up to the maximum of £40,000. The ASSIGNEE shall reimburse the ASSIGNOR for all such outstanding costs incurred by the ASSIGNOR to date up to the value of £40,000 within 30 (thirty) days of receiving an invoice from the ASSIGNOR.
4. Conditions
- 4.1 The ASSIGNEE shall assume and be responsible for reporting to the PARK Board and shall revenue share with PARK to the level of 3.3% of Net Gains of the inventors share in any exploitation of the PATENTS. This obligation shall be capped at £1,000,000. Net Gains shall be defined as capital gain from sale of shares or dividend income. For general details of the obligations to PARK see Schedule 2.
5. No use of name or facilities
- 5.1 ASSIGNEE shall not without the written permission of ASSIGNOR which may be given or refused at the sole discretion of ASSIGNOR, use the ASSIGNOR's name in connection with the PATENTS or the Project other than in relation to recording the assignment of the PATENTS to the ASSIGNEE on the relevant patent registers and shall procure that his assignees or sublicensees shall also abide by this clause. For the avoidance of doubt, this clause shall not affect Prof Hermon-Taylor's right to use the title of Emeritus Professor of St George's, University of London.
- 5.2 The ASSIGNEE shall not locate its business or operations or any part of its business or operations at any St George's site, in particular at its site in Tooting, London.

5.3 The ASSIGNEE shall not undertake research at St George's.

6. Warranties

6.1 The ASSIGNEE agrees to take over the full responsibility of rewarding the inventors named on the PATENTS on equal terms as would have been the case if the ASSIGNOR had been rewarding the inventors unless otherwise agreed with the inventors in writing.

6.2 ASSIGNEE hereby warrants that he has sent a report to the Dinwoodie 1968 Settlement Trustees providing an update of the Project work to the satisfaction of the Dinwoodie 1968 Settlement Trustees.

6.3 ASSIGNEE agrees that it will without delay remunerate the National Association of Colitis and Crohn's disease (NACC) as per the original funding letter as set out in Schedule 3.

6.4 ASSIGNEE shall assume and be responsible for all liabilities to which the ASSIGNOR would, but for this Assignment, be liable in relation to the subject matter of this Assignment including all liabilities to parties which have funded research or development leading to the inventions in the PATENTS.

7. Termination

Breach of this Assignment shall not give rise to any termination rights or reassignment of the PATENTS to ASSIGNOR, but the non-breaching party shall have all remedies available at law, including the right to claim damages.

8. General Provisions

8.1 Governing law and jurisdiction

This Assignment is to be governed by and construed in accordance with the Laws of England and the exclusive jurisdiction of the English Courts.

8.2 Severability of provisions

If any provision of this Assignment is declared void or unenforceable by any judicial or administrative authority this will not ipso facto nullify the remaining provisions of this Assignment and the provision of this Assignment so affected will be curtailed and limited only to the extent necessary to bring it within the legal requirements.

8.3 Force Majeure

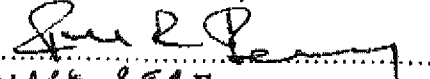
No Failure or omission by either party to carry out or to observe any of the terms or conditions of this Assignment will give rise to any claim against the party in question or be deemed a breach of this Assignment if such failure or omission arises from any cause beyond the reasonable control of that party.

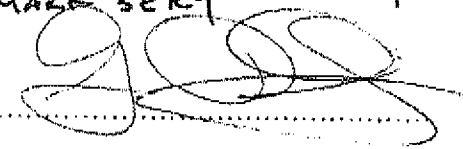
8.4 Entire agreement

This Assignment embodies the entire agreement between the parties hereto as to the subject matter hereof and merges all prior discussions and no provision of this Assignment may be changed except by the written mutual consent of the parties hereto.


IN WITNESS of which the parties have executed and delivered this Deed of Assignment on the date shown at the beginning of this Deed of Assignment.

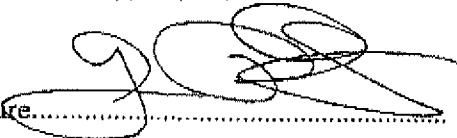
Signed as a deed by
St George's Enterprises Limited by

Signature: 
Name: MARK BERT
Title: Director

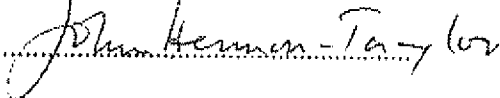
Signature: 
Name:
Title: Director/Company Secretary

Executed as a deed by affixing the common seal of
St George's Hospital Medical School
(trading as St George's, University of London)
in the presence of

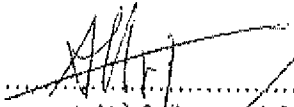
Signature: 
Name: SEAN R HILTON
Title:

Signature: 
Name:
Title: JOHN L DUFFY

Signed as a deed by Professor John Hermon-Taylor

Signature: 

Witnessed by:

Signature: 
Name: ALEXANDRA WRIGHT
Address: Enterprise Centre
St. George's University of London,
Cranmer Terrace,
London SW17 0RE.

Schedule 1The patents**Part A: Registered Patents**

Title	Territory	Patent number	Date of grant
Polynucleotides and polypeptides in pathogenic mycobacteria and their use as diagnostics, vaccines and targets for chemotherapy	Australia	735112	11 th October 2001
	Europe Contracting States BE,CH,DE,FR, GB,IE & IT	EP0870032	6 July 2005
	New Zealand	502423	12 th March 2002
	USA	6156322	5 th December 2000
Diagnostics and vaccines for mycobacterial infections of animals and human	Australia	759553	31 st July 2003
	New Zealand	507092	8 th September 2003

Part B: Patent Applications

Title	Territory	Application number	Application Filing Date	Earliest priority date
Polynucleotides and polypeptides in pathogenic mycobacteria and their use as diagnostics, vaccines and targets for chemotherapy	GB (discontinued)	9526178.0	21 st December 1995	21 st December 1995
	PCT (discontinued)	PCT/GB96/03221 (Publication No WO 97/23624)	23 rd December 1996	21 st December 1995
	Canada	2241023	23 rd December 1996	21 st December 1995
	USA (Divisional)	11/435,142	23 rd December 1996	21 st December 1995
Diagnostics and vaccines for mycobacterial infections of animals and human	GB (discontinued)	9806093.2	20 th March 1998	20 th March 1998
	PCT (discontinued)	PCT/GB99/00849 (Publication No. WO 99/49054)	18 th March 1999	20 th March 1998
	Canada	2323751	18 th March 1999	20 th March 1998
	EP	99910540.6	18 th March 1999	20 th March 1998
	USA	09/646,568	18 th March 1999	20 th March 1998
Immunogenic constructs	USA (discontinued)	60/706,594	9 th August 2005	9 th August 2005
	PCT	PCT/GB06/002893 (Publication No WO 2007/017635)	3 rd August 2006	9 th August 2005
	Australia	to be confirmed	3 rd August 2006	9 th August 2005
	Canada	to be confirmed	3 rd August 2006	9 th August 2005
	Europe	06765201.6	3 rd August 2006	9 th August 2005

Japan	to be confirmed	3 rd August 2006	9 th August 2005
New Zealand	to be confirmed	3 rd August 2006	9 th August 2005
USA	11/997,627	3 rd August 2006	9 th August 2005