

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Insense Limited	11/01/2010
RECEIVING PARTY DATA	
Name:	Archimed LLP
Street Address:	Montague House, Chancery Lane, Thrapston
City:	Northamptonshire
State/Country:	UNITED KINGDOM
Postal Code:	NN14 4LN
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12373919
Application Number:	12750255
Application Number:	10512440
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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Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004
NAME OF SUBMITTER:	Gregory T. Lowen
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DATED: 1st November 2010

INSENSE LIMITED

and

ARCHIMED LLP

PATENT ASSIGNMENT

THIS ASSIGNMENT is dated 1st November 2010

PARTIES

- (1) **INSENSE LIMITED** incorporated and registered in England (company number: 04101081) whose registered office is at Colworth Park, Sharnbrook, Bedfordshire, MK44 1LQ ("the **Assignor**").
- (2) **ARCHIMED LLP** incorporated and registered in England (LLP number OC357523) whose registered office is at Montague House, Chancery Lane, Thrapston, Northamptonshire, NN14 4LN ("the **Assignee**").

BACKGROUND

The Assignor is the proprietor of and/or the applicant for the Patents (as defined below) and has agreed to assign such Patents to the Assignee on the terms set out in this Assignment.

OPERATIVE PROVISIONS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following terms shall have the following meanings unless the context otherwise requires:

"Assigned Technical Information" means all Technical Information except the Retained Technical Information;

"LLP Agreement" means the agreement made between Archimed LLP, Archimed Capital Limited, Archimed Services Limited, Insense Limited, and Paul James Davis on 1st November 2010 as to the basis on which the Assignee is to be organised and the rights and obligations of its members (which for the avoidance of doubt is to be embodied in written form as soon as is reasonably practicable);

"Patents" means the patents and patent application(s) set out in parts 1 to 4 of the Schedule hereto;

"Technology" means the technological innovations described in any of the Patents;

"Technical Information" means all know-how, expertise, data and all other technical or commercial information relating to the Technology whether in human or machine readable form and whether stored electronically or otherwise in the possession or control of the Assignor at any time prior to or as at the date of this Agreement;

"Retained Business" means the development and/or commercialisation and/or manufacture of products and processes using the Technology for the following applications only:

(a) over the counter preparations without prescription for consumer self medication of blisters; and

(b) the treatment of:

- a. cold sores;
- b. acne
- c. topical fungal infections;
- d. psoriasis
- e. eczema; and
- f. dermatitis

whether delivered by healthcare professionals (either directly or via a prescription) or by consumers (via over the counter self-medication without prescription); and

(c) cosmetics (being superficial products which are applied to the skin and which are intended to beautify);

"Retained Technical Information" means any and all Technical Information which pertains solely to and is required by the Assignor for its Retained Business;

- 1.2 The headings in this Agreement are for purposes of convenience only and shall not affect the meaning or construction of the Clauses to which they relate.
- 1.3 Any use in this Agreement of defined terms in the singular shall, where the context requires, be construed in the plural and vice versa.
- 1.4 References to Clauses and Schedules are references to clauses and schedules to this Agreement, unless the context otherwise requires.

2. ASSIGNMENT AND LIMITED SCOPE LICENCE

- 2.1 In consideration of the Assignor becoming a member of the Assignee and being entitled to the benefits and share of the profits of a B Member as defined in the LLP Agreement the Assignor hereby assigns to the Assignee:

2.1.1 with full title guarantee the full and exclusive benefit of the Patents including:

- 2.1.1.1 the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any of the Patents whether committed before or after the date of this Agreement;
- 2.1.1.2 the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents, for the full term of such patents; and
- 2.1.1.3 the full right to apply for and obtain patents or other similar forms of protection in respect of the Technology in the United Kingdom and

throughout the world, based on or claiming priority from any of the Patents.

2.1.2 all right title and interest of the Assignor in the Assigned Technical Information, including for the avoidance of doubt, the right to apply for and obtain patents or other similar forms of protection in respect of any inventions disclosed in the Assigned Technical Information in the United Kingdom and throughout the world, and the Assignor undertakes

2.1.2.1 to deliver to the Assignee on or within 14 days of the date hereof, copies of all Assigned Technical Information and

2.1.2.2 not thereafter to retain or use any of the Assigned Technical Information other than in such manner and on such terms as may be expressly agreed in writing by the Assignee.

2.2 The Assignor hereby grants to the Assignee a perpetual, irrevocable non-exclusive, royalty free, world-wide licence under the Retained Technical Information for all uses other than the Retained Business only (with the right to sub-license).

3. ASSIGNOR'S RIGHTS

3.1 In the event that, the Assignee ceases to carry on business or shall be unable to pay its debts as they fall due for payment or makes a general assignment for the benefit of or a composition with its creditor or shall have a liquidator, receiver, administrator, trustee, or similar officer appointed over all or any of its assets or undertaking (otherwise than for the purpose of a scheme of reconstruction or amalgamation) the Assignor shall have the option (exercised by notice in writing served on the Assignee) to require the Assignee to assign the Patents and Technical Information to the Assignor or its nominee for a consideration calculated as the fair market value of the Patents and Technical Information as at the date of service of such notice ("FMV"). In the event that the parties shall fail to agree the FMV within a period of 30 days of exercise by the Assignor of such option, the FMV shall be determined by an expert chosen by the parties or (in the event of a failure to agree on the choice of an expert within 5 working days of a request for the same by either party) by the President for the time being of the Chartered Institute of Patent Agents. Such expert shall act as expert and not as an arbitrator and his decision as to the FMV shall, in the absence of manifest error, be final and binding on the parties. The cost of such expert in determining the FMV shall be shared equally by the parties.

4. WARRANTIES

4.1 The Assignor warrants as at the date hereof that:

4.1.1 it has the full power and authority to enter into and perform its obligations under this Agreement;

4.1.2 there is no litigation or proceeding pending or threatened involving the Patents or, so far as the Assignor is aware, any circumstance likely to give rise to such litigation or proceeding; and

4.1.3 it has retained the Technical Information as secret and confidential in such manner as would be effected by a reasonable commercial entity in respect of such proprietary information.

5. FURTHER ASSURANCE

- 5.1 The Assignor shall at any time upon the request of the Assignee and at the Assignee's expense do and execute all such acts, deeds, documents and things as may be reasonably required by the Assignee to perfect and complete the assignment effected by this Agreement or to record such assignment including in particular execution of instruments for registration with appropriate authorities world-wide.
- 5.2 The Assignor shall, at the Assignee's request and expense, provide such reasonable levels of assistance as the Assignee shall require in prosecuting or maintaining the Patents or any further patents filed by the Assignee in respect of any inventions disclosed by the Technical Information, including, but not limited to, procuring that any person who is an employee, consultant or officer of the Assignor who is an inventor of any of the inventions disclosed in the Patents or any such other inventions shall execute such documents and provide such assistance to the Assignee as it shall reasonably require.

6. GOVERNING LAW AND JURISDICTION

- 6.1 This Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

IN WITNESS whereof this Assignment has been executed by duly authorised signatories of each of the Assignor and the Assignee on the date set out above.

**SCHEDULE
The Patents**

Patents and Patent Applications

PART 1

Short Title	Country	Application Number	Pub Date	Grant Date	Status as at Commencement Date
Samarinel	Australia	2003232965		05.11.2006	Granted
Samarinel	Canada	2,483,214			Pending
Samarinel	Europe	03718951.1	19.01.2005	14.06.2006	Granted
Samarinel -- Divisional	Europe	06011877.5	23.08.2006		Pending
Samarinel	Japan	587426.2003	10.11.2005	19.03.2010	Granted
Samarinel	USA	10/512,440	16.02.2005	08.06.2010	Granted
Samarinel	Austria (EP)	03718951.1	06.11.2003	14.06.2006	Granted
Samarinel	Belgium (EP)	03718951.1	06.11.2003	14.06.2006	Granted
Samarinel	Switzerland (EP)	03718951.1	06.11.2003	14.06.2006	Granted
Samarinel	Germany (EP)	03718951.1	06.11.2003	14.06.2006	Granted
Samarinel	Denmark (EP)	03718951.1	06.11.2003	14.06.2006	Granted
Samarinel	Spain (EP)	03718951.1	06.11.2003	14.06.2006	Granted
Samarinel	Finland (EP)	03718951.1	06.11.2003	14.06.2006	Granted
Samarinel	France (EP)	03718951.1	06.11.2003	14.06.2006	Granted
Samarinel	UK (EP)	03718951.1	06.11.2003	14.06.2006	Granted
Samarinel	Italy (EP)	03718951.1	06.11.2003	14.06.2006	Granted
Samarinel	Netherlands (EP)	03718951.1	06.11.2003	14.06.2006	Granted
Samarinel	Portugal (EP)	03718951.1	06.11.2003	14.06.2006	Granted
Samarinel	Sweden (EP)	03718951.1	06.11.2003	14.06.2006	Granted

PART 2

Short Title	Country	Application Number	Pub Date	Grant Date	Status as at Commencement Date
DryZyme	Austria (EP)	04736075.5	16.12.2004	07.03.2007	Granted
DryZyme	Australia	2004244803		06.06.2004	Granted
DryZyme	Belgium (EP)	04736075.5		07.03.2007	Granted
DryZyme	Canada	2,525,911			Pending
DryZyme	Switzerland (EP)	04736075.5		07.03.2007	Granted

DryZyme	Germany (EP)	04736075.5	16.12.2004	07.03.2007	Granted
DryZyme	Denmark (EP)	04736075.5		07.03.2007	Granted
DryZyme	Europe	04736075.5	08.03.2006	07.03.2007	Granted
DryZyme	Spain (EP)	04736075.5	16.12.2004	07.03.2007	Granted
DryZyme	Finland (EP)	04736075.5		07.03.2007	Granted
DryZyme	France (EP)	04736075.5	16.12.2004	07.03.2007	Granted
DryZyme	Italy (EP)	04736075.5	16.12.2004	07.03.2007	Granted
DryZyme	Japan	2006-516373	30.11.2006		Pending
DryZyme	Netherlands (EP)	04736075.5	16.12.2004	07.03.2007	Granted
DryZyme	Portugal (EP)	04736075.5		07.03.2007	Granted
DryZyme	Sweden (EP)	04736075.5		07.03.2007	Granted
DryZyme	USA	10/667,988	07.12.2006		Pending
DryZyme	UK (EP)	04736075.5	16.12.2004	07.03.2007	Granted

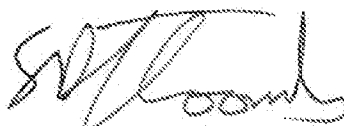
PART 3

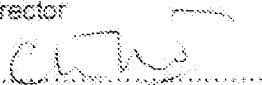
Short Title	Country	Application Number	Pub Date	Grant Date	Status as at Commencement Date
Skin Contact Gel	Australia	2005207662			Pending
Skin Contact Gel	Canada	2,564,194			Pending
Skin Contact Gel – Hydrogen Peroxide	Europe	07007586.4	01.08.2007		Pending
Skin Contact Gel	Europe	05702061.2	29.11.2006		Pending
Skin Contact Gel	USA	10/587,420	28.06.2007		Pending
Skin Contact Gel (Continuation)	USA	12/750,255	22.07.2010		Pending

PART 4

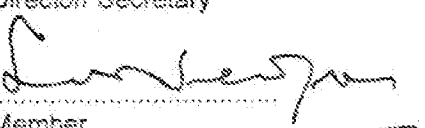
Short Title	Country	Application Number	Pub Date	Grant Date	Status as at Commencement Date
Iodyzyme – Peroxide Delivery	Australia	2007274822			Pending
Iodyzyme – Peroxide Delivery	Canada	2,657,752			Pending
Iodyzyme – Peroxide Delivery	China	200780031396.4	09.09.2009		Pending
Iodyzyme – Peroxide Delivery	Europe	07766275.7	01.04.2009		Pending
Iodyzyme – Peroxide Delivery	India	186/KOLNP/2009	01.05.2009		Pending
Iodyzyme – Peroxide Delivery	Japan	520045/2009	10.12.2009		Pending
Iodyzyme – Peroxide Delivery	USA	12/373,919	02.07.2009		Pending

Signed by
for and on behalf of INSENSE LIMITED


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Director


.....
Director/ Secretary

Signed by
for and on behalf of ARCHIMED LLP


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Member