

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Bayer Schering Pharma Aktiengesellschaft	08/16/2010

RECEIVING PARTY DATA

Name:	Hybrid Biosystems Ltd.
Street Address:	77 Heyford Park, Upper Heyford
Internal Address:	Cherwell Innovation Centre
City:	Oxfordshire
State/Country:	UNITED KINGDOM
Postal Code:	OX25 5HD

PROPERTY NUMBERS Total: 11

Property Type	Number
Application Number:	12413748
Application Number:	11791856
Application Number:	60632671
Application Number:	11288821
Application Number:	12488627
Application Number:	11136912
Application Number:	60574851
Application Number:	12520538
Application Number:	60876627
Application Number:	10085029
Application Number:	60272034

CORRESPONDENCE DATA

Fax Number: (202)824-3001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

PATENT

REEL: 025830 FRAME: 0722

501442822

CH \$440.00 12413748

Phone: 2028243291
Email: lhemmendinger@bannerwitcoff.com,bharrison@bannerwitcoff.com
Correspondent Name: Lisa M. Hemmendinger
Address Line 1: 1100 13th Street, NW
Address Line 2: Suite 1200
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-4051

ATTORNEY DOCKET NUMBER:	007869.99999
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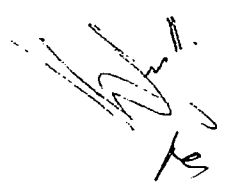
NAME OF SUBMITTER:	Lisa M. Hemmendinger
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Total Attachments: 13

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ASSIGNMENT, DEVELOPMENT AND COMMERCIALIZATION AGREEMENT

THIS ASSIGNMENT, DEVELOPMENT AND COMMERCIALIZATION AGREEMENT (for convenience, referred to herein the "ADC Agreement"), effective as of 16 August 2010 (the "Effective Date"), is entered into by and between **BAYER SCHERING PHARMA AKTIENGESELLSCHAFT** with a principal place of business at Muellerstrasse 178, Berlin 13342, Germany ("**BSP**"), and **HYBRID BIOSYSTEMS LTD.** with a principal place of business at Cherwell Innovation Centre, 77 Heyford Park, Upper Heyford, Oxfordshire, United Kingdom. OX25 5HD ("**Hybrid**"). BSP and Hybrid are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

A handwritten signature in black ink, appearing to be 'H. J. ...', is located in the bottom right corner of the page.

1.6 "BSP Patents" means the Patents listed in **Exhibit A** and assigned to Hybrid under this ADC Agreement.

A handwritten signature or mark, possibly initials, located in the bottom right corner of the page.

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2. **ASSIGNMENT AND LICENSES**

- 2.1 Assignment and License to Hybrid. Subject to the terms and conditions of this ADC Agreement, BSP agrees to assign to Hybrid the BSP Patents and hereby grants to Hybrid

a license to BSP Know-How to develop, make, have made, use, sell, offer to sell and import Licensed Products in the Territory.

- (a) in respect of the BSP Patents:
 - (i) the right to claim priority from and to prosecute and obtain grant of patents;
 - (ii) the right to file continuing applications (e.g., provisional, divisional, continuations, PCT, and continuation-in-part applications) based thereon and to prosecute and obtain grant of patent on each such continuing application;
 - (iii) the right to engage in post issuance activities, such as the filing of reexaminations and reissues, for any patent issuing from any BSP Patents;
- (b) in respect of each and any invention disclosed in the BSP Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- (c) the right to extend to or register in, or in respect of, any country or territory in the world the BSP Patents; and
- (d) the absolute entitlement to any patents granted pursuant to any application comprised in the BSP Patents.

BSP shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as Hybrid may from time to time reasonably require in order to give the Hybrid the full benefit of such assignment.

4. CONSIDERATION

4.1 License Fee. In partial consideration of the rights granted to it by BSP under this ADC Agreement, Hybrid shall pay to BSP a license fee of [REDACTED]

IN WITNESS WHEREOF BSP and Hybrid have executed this ADC Agreement by their respective duly authorized representatives.

BAYER SCHERING PHARMA
AKTIENGESELLSCHAFT

By: [Signature]

Print Name: CLIVE R. WOOD

Title: SVP, HEAD, GLOBAL
BIOLOGICS

By: [Signature]

Print Name: KARL ZIEGELHAUER

Title: VP Oncology Research

HYBRID BIOSYSTEMS LTD.

By: [Signature]

Print Name: Tom W. Riddle

Title: CEO

BSP Patents



file #	country	filing #	filing date	issued patent	date of grant	expiry date	publication #	publication date	Stat.
53600									
BSP 53600	P-CA	2673520	12/20/2007			12/20/2027			
BSP 53600	P-EP	07869677.0	12/20/2007			12/20/2027	2094284	9/2/2009	
BSP 53600	P-JP	2009-543231	12/20/2007			12/20/2027			
BSP 53600	P-US01	12/520538	12/20/2007			12/20/2027			
BSP 53600	WO	PCT/US2007/088415	12/20/2007			12/20/2027	2008/0800 03	7/3/2008	