

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Philip Wilson Howard	01/04/2010
Stephen John Gregson	01/17/2010
ZhiZhi Chen	01/23/2010
Arnaud Charles Tiberghien	12/17/2009
Luke Masterson	12/17/2009
RECEIVING PARTY DATA	
Name:	Spirogen Limited
Street Address:	79 George Street
City:	Ryde, Isle of Wight
State/Country:	UNITED KINGDOM
Postal Code:	PO33 2JF
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13124232
CORRESPONDENCE DATA	
Fax Number: (414)277-0656 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 608-257-3501 Email: madipdocket@michaelbest.com Correspondent Name: Michael Best & Friedrich LLP Address Line 1: 100 East Wisconsin Avenue Address Line 2: Suite 3300 Address Line 4: Milwaukee, WISCONSIN 53202-4108	
ATTORNEY DOCKET NUMBER:	065435-9198-US00 CLY
NAME OF SUBMITTER:	Charlene L. Yager

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REEL: 026136 FRAME: 0068

Total Attachments: 5

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**ASSIGNMENT OF INVENTION
AND RELATED INTELLECTUAL PROPERTY RIGHTS**

Parties:

1 'The Assignors'

PHILIP WILSON HOWARD of Spirogen Limited, 29/39 Brunswick Square, London, WC1N1AX, United Kingdom

STEPHEN JOHN GREGSON of Spirogen Limited, 29/39 Brunswick Square, London, WC1N1AX, United Kingdom

ZHIZHI CHEN of Spirogen Limited, 29/39 Brunswick Square, London, WC1N1AX, United Kingdom

ARNAUD CHARLES TIBERGHEN of Spirogen Limited, 29/39 Brunswick Square, London, WC1N1AX, United Kingdom

and

LUKE MASTERSON of Spirogen Limited, 29/39 Brunswick Square, London, WC1N1AX, United Kingdom

2 'The Assignee' SPIROGEN LIMITED

of 79 George Street, Ryde, Isle of Wight, PO33 2JF, United Kingdom

Recitals:

(A) The Assignors are the joint inventors of the invention or inventions entitled PYRROLOBENZODIAZEPINES ("the Invention") for which International PCT Application No. PCT/GB2009/002495 ("the PCT Application") was filed on 16 October 2009.

(B) The PCT Application claims priority from United Kingdom Application No. GB 0819097.7 "the Priority Application") filed 17 October 2008.

(C) The Invention was made by the Assignors in the course of their employment with the Assignee and in accordance with national law and the terms of their employment the Assignors have agreed to execute this Assignment to confirm and ensure that as between themselves and the Assignee all of their respective rights title and interest in to and under the Invention the Priority Application the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto shall belong to the Assignee

(D) The terms "the Priority Application" and "the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto" together include, but are not limited to, the Patent Applications set out in the Schedule hereto

Operative provisions:

In consideration for the payment of £1.00 by the Assignee to the Assignors the receipt and adequacy of which are hereby acknowledged by the Assignors:

1 The Assignors and each of them hereby sell and assign to the Assignee absolutely and free from incumbrances and with effect from immediately prior to the filing of the PCT application:

1.1 all their respective rights title and interest in Canada and the United States and all other

countries of the world in to and under the Invention the Priority Application and the PCT Application and all national and regional patent applications derived therefrom and any and all other applications linked by priority thereto and any and all divisionals, continuations and continuations-in-part of any of the aforesaid applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof and to retain any damages obtained as a result of such action;

1.2 all such rights as they may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention to the intent that the grant of any patents or other intellectual property protection for the Invention shall be in the name of and shall vest in the Assignee or its successors or assigns;

1.3 all such rights as they may have to claim priority from the Priority Application in any and all applications for patent protection for the Invention, such rights to be enjoyed by the Assignee with effect from the date of filing of the Priority Application;

to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by the Assignors had this assignment not been made.

2 The Assignors and each of them hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any patent applications in Canada or the United States or any other countries or regions of the world which fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other Patent Office for recordation of this document. It is understood and agreed that the Assignee's attorneys Mewburn Ellis LLP have not represented the Assignors and will continue to represent only the Assignee and its successors in title with respect to the Invention and all patent applications relating thereto.

3 The Assignors hereby UNDERTAKE that at the request and cost of the Assignee or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to the Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning the Invention or any application for patent or other intellectual property protection for the Invention or any intellectual property protection granted pursuant to any such application.

4 The Assignors hereby request the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of the Assignee or its successors or assigns in accordance with this assignment.

5 This assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of the Assignors and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Assignee.

6 This agreement shall be governed by and interpreted in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this agreement.

AS WITNESS the signatures of (or of duly authorised officers of) the parties hereto

SCHEDULE

The Patent Applications

COUNTRY	Mewburn Ellis LLP COVER NO.	APPLN No.	FILING DATE
GB	RJW/LP 6552269	0819097.7	17 October 2008
PCT	RJW/LP 6654602	PCT/GB2009/002495	16 October 2009

SIGNED by)

PHILIP WILSON HOWARD)

on: 4/1/2010)

in the presence of: (Witness))

Signature: [Signature])

Name: Luke A. Masterson)

Address: 44 Waverley Road
Enfield EN2 7AQ)

SIGNED by)

STEPHEN JOHN GREGSON)

on: January 17, 2010)

in the presence of: (Witness))

Signature: [Signature])

Name: Armand Tiberghien)

Address: 36 Albert Westcott House
Alberta Street
SE17 3SE LONDON)SIGNED by **ZHIZHI CHEN**)

on: 23 Jan 2010)

in the presence of: (Witness))

Signature: [Signature])

Name: MARINA FOLARIN)

Address: 21 CHERBURY STREET
N1 6TC LONDON)

SIGNED by)

ARNAUD CHARLES TIBERGHIE)on: 17th December 2009)

in the presence of: (Witness))

Signature: [Signature])

Name: Dr P.W. Howard)

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ST ALBANS
AL7 1LS)

Signature: [Signature]

Signature: [Signature]

Signature: [Signature]

Signature: [Signature]

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REEL: 026136 FRAME: 0073

SIGNED by **LUKE MASTERSON**)

on: 17/12/2009)

Signature: 

in the presence of: (Witness))

Signature: 

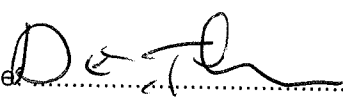
Name: MARINA FOLARIN

Address: 21 CHERBURY STREET
LONDON N1 6TL

SIGNED for and on behalf of)

SPIROGEN LIMITED)

on: 29/1/10)

Signature: 

in the presence of:)

Name: J. THORSTON

Witness

Position:

Signature: 

DIRECTOR

Name: 21 CHERBURY STREET

Address: LONDON N1 6TL
MARINA FOLARIN