

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KING'S COLLEGE LONDON	05/27/2011
RECEIVING PARTY DATA	
Name:	UCL BUSINESS PLC
Street Address:	97 Tottenham Court Road
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	W1T 4TP
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12665865
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	000487.00092
NAME OF SUBMITTER:	Sarah A. Kagan
Total Attachments: 7 source=000487_00092_Executed Assignment#page1.tif source=000487_00092_Executed Assignment#page2.tif source=000487_00092_Executed Assignment#page3.tif source=000487_00092_Executed Assignment#page4.tif source=000487_00092_Executed Assignment#page5.tif source=000487_00092_Executed Assignment#page6.tif source=000487_00092_Executed Assignment#page7.tif	

CH \$40.00 12665865

Assignment Agreement

Between

King's College London

And

UCL Business Plc

Dated 27 May 2011



The Realisation of Research



UCL Business PLC is a wholly owned company of University College London:
Registered Office: The Network Building, 37 Tottenham Court Road, London W1T 4TP Registered in England Number 02778663

ASSIGNMENT FROM KING'S TO UCLB

THIS ASSIGNMENT dated 27 May 2011 is between:

- (1) **KING'S COLLEGE LONDON**, incorporated by Royal Charter in the United Kingdom, whose address is at Strand, London, WC2R 2LS United Kingdom (the "Institution"); and
- (1) **UCL BUSINESS PLC**, a company incorporated in England and Wales under company registration number 02776963, and whose registered office is at the Network Building, 97 Tottenham Court Road, London W1T 4TP, United Kingdom ("UCLB").

RECITALS:

- A. Dr. Jonny Blaker and Dr. Richard M. Day (the "Inventors") were full-time employee of the Institution at the time the invention was made, and were engaged by the Institution to carry out research.
- A. The Inventors have made certain inventions and developed technology, materials and know-how relating to Porous Microspheres and Their Use in Therapy as described further in Schedule 1 Part A (the "Technology"), including the specific items of intellectual property described in Schedule 1 Part B (the "Assigned Property").
- B. The Inventors have assigned all of their right, title and interest in the Technology and the Assigned Property to the Institution.
- C. Dr. Richard Day has moved employment and he is now an employee of University College London.
- D. The Institution and UCLB have agreed the terms of a revenue sharing agreement to be entered into by UCLB and the Institution on the same date as this Assignment and relating to the exploitation of the Assigned Property (the "Revenue Sharing Agreement").
- E. The Institution now wishes to assign to UCLB all of its right, title and interest in the Technology and the Assigned Property and UCLB wishes to take an assignment of the Technology and Assigned Property, on and subject to and in accordance with the provisions of this Assignment.

THIS ASSIGNMENT WITNESSES as follows:



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1 Assignment

- 1.1 In consideration of UCLB executing the Revenue Sharing Agreement and the sum of £1 (one pound sterling) now paid by UCLB to the Institution (receipt of which is acknowledged), the Institution hereby assigns and transfers to UCLB absolutely all of its right, title and interest in and to the Technology and the Assigned Property.
- 1.2 The assignment effected by this clause 1 shall include, without limitation, the assignment and transfer of:-
- (a) all patents and other intellectual property that may be granted pursuant to any applications listed in the attached Schedule 1, as well as all patents or other intellectual property that may derive priority from or have equivalent claims to or be based upon the Assigned Property in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Assigned Property shall be deemed to include all such items of property; and
 - (b) any unregistered intellectual property listed in the attached Schedule 1; and
 - (c) all rights in respect of any know-how that is described in the attached Schedule 1; and
 - (d) all rights of ownership of any materials that form part of the Technology, including without limitation any cell-lines, antibodies or other materials; and
 - (e) all rights of action, powers and benefits arising from ownership of the Technology and the Assigned Property, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment.
- 1.3 To the extent that the Technology and Assigned Property includes any know-how protected under the laws governing confidential information, references to the "assignment" of such know-how shall include the following obligations on the Institution (and the Institution shall ensure that the Inventors complies with such obligations):
- (a) the Institution hereby transfers and shall transfer to UCLB such rights as they may have in law to prevent the unauthorized use or disclosure of such know-how;



- (b) to the extent that such rights cannot be, or are not, transferred by virtue of the provisions of Clause 1.3(a), the Institution will agree to be joined in any action (whether as claimant or otherwise) brought by UCLB or its assignee against any third party that is alleged to infringe such rights, subject to UCLB effectively indemnifying them against any damages, costs and expenses incurred in relation to any such action;
- (c) the Institution will neither use nor disclose any such know-how without the prior written consent of UCLB; but these obligations of non-use and non-disclosure shall cease upon the know-how becoming publicly known (other than as a result of breach of this clause by the Institution);
- (d) the Institution warrants and represents that they are not aware of any disclosure of such know-how to any third party, prior to the date of this Assignment, except under written obligations of confidentiality; and
- (e) if required to do so by UCLB, the Institution will make such acknowledgements to third parties as UCLB may reasonably require stating that UCLB owns all such know-how and that neither the Inventor nor the Institution retains any ownership rights in such know-how.

1.4 The Institution shall and shall ensure that the Inventors shall, execute such documents and give such assistance as UCLB may require, at the expense of UCLB:-

- (a) to secure the vesting in UCLB of all rights in the Technology and the Assigned Property; and
- (b) to uphold UCLB's rights in the Technology and the Assigned Property; and
- (c) to defeat any challenge to the validity of, and resolve any questions concerning, the Technology and the Assigned Property.

2 Warranties, representations and undertakings

The Institution warrants, represents and undertakes that:-

- (a) it has not been and is not currently a party to any agreement or understanding, whether oral or written, which would in any manner be inconsistent with the assignment of rights provided for in this Assignment;



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- (b) it has obtained an assignment from the Inventors of all of the Inventor's right, title and interest in and to the Technology and the Assigned Property;
- (c) during the term of this Assignment it shall not enter into any agreement or understanding, oral or written, nor engage in any activity, which would in any manner be inconsistent with the provisions of this Assignment; and
- (d) it has disclosed to UCLB in writing the names of all persons of whom it is aware who might have rights in the Technology, including any other persons who were involved in developing the Technology, and any organisations that funded the development of the Technology.

3 General

- 3.1 The obligations on the Institution under Clauses 1.2 to 1.5, 2 and 3 shall continue in force without limit of time.
- 3.2 Neither Party shall hold the other liable for any damages, dispute or injury arising hereunder unless caused by the wilful act, negligence or default of an employee, student, director, representative, consultant or agent of that Party. Nor shall one Party be liable to the other for any claims or demands arising out of this Agreement for loss of income, profits, turnover, business, opportunity, reputation, goodwill, economic loss, indirect loss or consequential loss, no matter how arising and whether by breach or by negligence and whether in contract, tort or otherwise. Each Party undertakes to make no claim in connection with this Agreement or its subject matter against any employees, students, agents or appointees of the other Party (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to individual researchers, and does not prejudice any right which a Party might have to claim against the other Party. The terms and conditions in this Agreement are agreed to be in lieu of any warranties, obligations or conditions implied by law, trade usage, custom or otherwise.
- 3.3 The validity, construction and performance of this Agreement shall be governed by English law. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts to which the parties to this Agreement hereby submit.



AGREED by the Parties through their authorised signatories:

For, and on behalf of

KING'S COLLEGE LONDON



Signature

Mike Shaw, PhD
Commercial Director
Print name King's College London Business Ltd
For and on behalf of King's College London

Job title

27/5/11

Date

For, and on behalf of

UCL BUSINESS PLC



Signature

Print name Dr Anne Lane
Executive Director
UCL Business Plc

Job title

25/5/11

Date



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Schedule 1

Part A: General description of the Technology

The Technology comprises microspheres that have radial pores, wherein the microsphere includes a skin region at its surface and is produced from a synthetic degradable polymer and methods for their manufacture of microspheres using thermally induced phase separation (TIPS). The microspheres can also be manufactured to contain an encapsulated therapeutic additive. The microspheres are intended for use in the preparation of a scaffold or the preparation of a medicament for the treatment of a wound, comprising filling the wound with microspheres.

Part B: Specific items of intellectual property or other property

(a) any patents and patent applications based on or derived from PCT/GB2008/02122, MICROSPHERES filed on 20/06/2007, which include but is not limited to the following patent/patent applications:

United States Patent Application No. 12/665865, publication No. US2010/0247663
"Microspheres"

European Patent Application No. 08762435.9, publication No. EP216211.8 "Porous Microspheres and Their Use in Therapy"

(b) any copyright works, design rights, database rights

N/A

(c) any important know-how

Methods for incorporating drugs and other chemical and biological moieties into the microspheres.



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