

## PATENT ASSIGNMENT

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Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
University of Strathclyde	07/12/2011
RECEIVING PARTY DATA	
Name:	Fixed Phage Limited
Street Address:	4 Ballchmyle Way
Internal Address:	Mauchline
City:	East Ayrshire
State/Country:	UNITED KINGDOM
Postal Code:	KA5 6LA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12158092
CORRESPONDENCE DATA	
Fax Number:	(404)541-2905
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Beverly A. Lyman, Ph.D.
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ATTORNEY DOCKET NUMBER:	534334.80/LYMAN
NAME OF SUBMITTER:	Beverly A. Lyman, Ph.D.
Total Attachments: 4 source=ASSIGNMENT_University_FIXED_PHAGE_LTD#page1.tif source=ASSIGNMENT_University_FIXED_PHAGE_LTD#page2.tif source=ASSIGNMENT_University_FIXED_PHAGE_LTD#page3.tif source=ASSIGNMENT_University_FIXED_PHAGE_LTD#page4.tif	

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PATENT  
REEL: 026849 FRAME: 0191



## **ASSIGNATION AGREEMENT**

between

UNIVERSITY OF STRATHCLYDE

and

FIXED PHAGE LIMITED

Research & Knowledge Exchange Services  
Graham Hills Building  
50 George Street  
Glasgow G1 1QE

T: 0141 548 3707  
F: 0141 552 4409

<http://www.strath.ac.uk/rkes/>

**PATENT**

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## ASSIGNATION AGREEMENT

between

THE UNIVERSITY OF STRATHCLYDE, incorporated by Royal Charter, a charitable body registered in Scotland with registration number SCO15263 whose principal office is at 16 Richmond Street, Glasgow, G1 1XQ (hereinafter called "Strathclyde") OF THE FIRST PART

and

FIXED PHAGE LIMITED, a company incorporated in Scotland with company number SC373464 and having its registered office at 4 Ballchmyle Way, Mauchline, East Ayrshire, KA5 6LA (hereinafter called "Fixed Phage") OF THE SECOND PART

Collectively Strathclyde and Fixed Phage to be referred to as the "Parties".

### WHEREAS:-

1. Strathclyde is the proprietor of the intellectual property rights as described in the Schedule to this Agreement (the "Patent Rights"); and
2. Strathclyde has agreed to assign to Fixed Phage Strathclyde's entire right, title and interest in and to the Patent Rights on the terms and subject to the conditions set out in this Agreement.

NOW THEREFORE STRATHCLYDE AND STRATHCLYDE HAVE AGREED AND DO HEREBY AGREE AS FOLLOWS:-

- Fixed-Phage Ltd* *MSY*
- (i) In consideration of Strathclyde paying to Strathclyde the sum of FIVE THOUSAND POUNDS STERLING (£5,000) plus value added tax and applicable patent agent fees incurred by Strathclyde in relation to the Patent Rights prior to the last date of signing of this Agreement (the "Effective Date"), such sum being due for payment within 60 days of the Effective Date, Strathclyde does hereby assign, transfer and set over, unto Fixed Phage, its successors, legal representatives and assigns, Strathclyde's entire right, title and interest in the Patent Rights.
  - (ii) Strathclyde hereby covenants and agrees that it has the full right to convey the entire right, title and interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict therewith.
  - (iii) Strathclyde hereby covenants and agrees that it will communicate to Fixed Phage, its successors, legal representatives and assigns, any facts known to it in respect of the Patent Rights and testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do everything reasonable to aid Fixed Phage, its successors, legal representatives and assigns, to obtain and enforce proper protection for inventions contained within the Patent Rights in all countries upon specific request by Fixed Phage and subject to reimbursement by Fixed Phage of all reasonable costs incurred by Strathclyde in so doing.
  - (iv) This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.

- (v) This Agreement shall in all respects be construed and interpreted in accordance with, and governed by, the Law of Scotland and the Parties prorogate the exclusive jurisdiction of the Scottish Courts. For the avoidance of doubt, the schedule shall form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and references to this Agreement include the Schedule

Signed *D. S. Chadwick*  
Name *DR. DAVID MCBETH*  
Date *12TH JULY 2011*

Signed *J. S. Chadwick*  
Name *DR. J. S. CHADWICK*  
Date *12. 7. 11.*

On behalf of:

University of Strathclyde  
16 Richmond Street  
Glasgow

On behalf of:

Fixed Phage Limited  
4 Ballochmyle Way  
Mauchline, East Ayrshire, KA5 6LA

Witness *Paul Tuck*

Name (print) *PAUL TUCK*

Address *120A, 50 George*  
*St, Glasgow*

Witness *Louise McKean*

Name (print) *LOUISE MCKEAN*

Address *c/o 50 George St*  
*GLASGOW*

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING ASSIGNMENT  
AGREEMENT BETWEEN THE UNIVERSITY OF STRATHCLYDE AND FIXED PHAGE  
LIMITED**

**The Patent Rights**

Any and all of the patents and patent applications referred to below, including any continuations, continuations in part, extensions, reissues, divisions, and any patents, supplementary protection certificates and similar rights that are based on or derive priority from the foregoing:

GB0526176.3 'Particle Binding' Priority Date 22<sup>nd</sup> December 2005  
WO2007/072049(A2) 'Particle Binding' filing date 22<sup>nd</sup> December 2006  
US2009053789(A1) 'Particle Binding' filing date 22<sup>nd</sup> December 2006  
EP1963003(A2) 'Particle Binding' filing date 22<sup>nd</sup> December 2006