

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	ASSIGNMENT																				
<b>CONVEYING PARTY DATA</b>																					
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Steven HOWARD</td> <td>12/08/2011</td> </tr> <tr> <td>Paul Neil MORTENSON</td> <td>12/08/2011</td> </tr> <tr> <td>Steven Douglas HISCOCK</td> <td>12/08/2011</td> </tr> <tr> <td>Alison Jo-Anne WOOLFORD</td> <td>12/08/2011</td> </tr> <tr> <td>Andrew James WOODHEAD</td> <td>12/14/2011</td> </tr> <tr> <td>Gianni CHESSARI</td> <td>12/08/2011</td> </tr> <tr> <td>Marc O'REILLY</td> <td>12/12/2011</td> </tr> <tr> <td>Miles Stuart CONGREVE</td> <td>12/08/2011</td> </tr> <tr> <td>Claudio DAGOSTIN</td> <td>12/08/2011</td> </tr> </tbody> </table>		Name	Execution Date	Steven HOWARD	12/08/2011	Paul Neil MORTENSON	12/08/2011	Steven Douglas HISCOCK	12/08/2011	Alison Jo-Anne WOOLFORD	12/08/2011	Andrew James WOODHEAD	12/14/2011	Gianni CHESSARI	12/08/2011	Marc O'REILLY	12/12/2011	Miles Stuart CONGREVE	12/08/2011	Claudio DAGOSTIN	12/08/2011
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Miles Stuart CONGREVE	12/08/2011																				
Claudio DAGOSTIN	12/08/2011																				
<b>RECEIVING PARTY DATA</b>																					
Name:	ASTEX THERAPEUTICS LTD.																				
Street Address:	436 Cambridge Science Park, Milton Road																				
City:	Cambridge																				
State/Country:	UNITED KINGDOM																				
Postal Code:	CB4 0QA																				
<b>PROPERTY NUMBERS Total: 1</b>																					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13266976</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13266976																
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Application Number:	13266976																				
<b>CORRESPONDENCE DATA</b>																					
Fax Number:	(518)452-5579																				
Phone:	518-452-5600																				
Email:	nep@hrfmlaw.com																				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																					
Correspondent Name:	Philip E. Hansen																				
Address Line 1:	5 Columbia Circle																				
Address Line 2:	Heslin Rothenberg Farley & Mesiti P.C.																				

CH \$40.00 13266976

Address Line 4: Albany, NEW YORK 12203

ATTORNEY DOCKET NUMBER:

3073.116A

NAME OF SUBMITTER:

Philip E. Hansen

**Total Attachments: 14**

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**ASSIGNMENT**

This Assignment Agreement is entered into by and between

Steven HOWARD	citizen of United Kingdom	Astex Therapeutics Ltd 436 Cambridge Science Park Milton Road Cambridge, CB4 0QA United Kingdom
Paul Neil MORTENSON	citizen of United Kingdom	Astex Therapeutics Ltd 436 Cambridge Science Park Milton Road Cambridge, CB4 0QA United Kingdom
Steven Douglas HISCOCK	citizen of United Kingdom	Astex Therapeutics Ltd 436 Cambridge Science Park Milton Road Cambridge, CB4 0QA United Kingdom
Alison Jo-Anne WOOLFORD	citizen of United Kingdom	Astex Therapeutics Ltd 436 Cambridge Science Park Milton Road Cambridge, CB4 0QA United Kingdom
Andrew James WOODHEAD	citizen of United Kingdom	Astex Therapeutics Ltd 436 Cambridge Science Park Milton Road Cambridge, CB4 0QA United Kingdom
Gianni CHESSARI	citizen of Italy	Astex Therapeutics Ltd 436 Cambridge Science Park Milton Road Cambridge, CB4 0QA United Kingdom

Marc O'REILLY	citizen of United Kingdom	Astex Therapeutics Ltd 436 Cambridge Science Park Milton Road Cambridge, CB4 0QA United Kingdom
Miles Stuart CONGREVE	citizen of United Kingdom	11A Orchard Road, Melbourn, Royston, SG8 6HL, UNITED KINGDOM;
Claudio DAGOSTIN	citizen of Italy	4 Roe Deer Close, Cambridge, CB1 9YY, UNITED KINGDOM

(hereinafter "Inventor(s)"), and **Astex Therapeutics Ltd.**, 436 Cambridge Science Park, Milton Road, Cambridge, United Kingdom, under the laws of England and Wales.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, I/We the Inventor(s) do hereby confirm and agree that, by operation of law and/or contract, and/or by the fulfillment of any and all legal requirements regarding the transfer of employee inventions in my/our country of employment, Astex Therapeutics Ltd. is the true and lawful owner of all right, title and interest in all inventions, discoveries, patents/utility models, applications, and rights described in paragraphs (1) through (8) below.

If, however, under the laws of any country, I/We the Inventor(s) nevertheless have any ownership right, title or interest in any of the items described herein (which I/We do not believe to be the case and make no claim in or to), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I/We the Inventor(s) do hereby sell, assign and transfer to Astex Therapeutics Ltd. and its successors, assigns and legal representatives (hereinafter referred to collectively as the "ASSIGNEE"), all of our right, title and interest for all countries of the world in and to

(1) all of our inventions and discoveries described in the provisional or non-provisional patent, utility model, or other application(s) entitled

"Imidazole Derivatives and their Use as Modulators of Cyclin Dependent Kinases" [Patent Case PAT053582-US-PCT]

and filed in the United States Patent and Trademark Office on October 28, 2011 and accorded Application Number 13/266,976 and/or filed as a PCT International Application on April 30, 2010 and accorded International Patent Application Number PCT/GB2010/050725; and/or filed in the United States Patent and Trademark Office on April 30, 2009 and accorded Application Number 61/174,293;

(2) the application(s) identified in paragraph (1), and all applications claiming priority from such application(s), directly or indirectly, including all national stages of any international patent application(s);

(3) the right to file patent, utility model, or other applications on any invention or discovery disclosed in any of the applications identified in paragraphs (1) and (2), including the right to file such applications on said inventions and discoveries in the names of ASSIGNEE or their designees or in our/my name, at ASSIGNEE's election and in accordance with applicable law in all countries and regions; and the right to file all patent, utility model, or other applications in all countries and regions claiming the priority of any of the provisional or non-provisional application(s) identified in paragraphs (1) or (2);

(4) all rights to claim priority from any of the applications referred to in paragraphs (1), (2), and (3) or from any application from which any of the applications referred to in paragraphs (1), (2) and (3) claim priority in all countries and regions under the Paris Convention for the Protection of Industrial Property, the WTO GATT TRIPS Agreement, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the United States patent application is a provisional patent application, under 35 USC 119(e);

(5) all continuations, continuations-in-part, and divisionals of any United States patent application(s) or international patent application(s) designating the United States, any national stages of any international application(s), and any other patent application(s) described in paragraphs (1) through (4) hereof, including further continuations, continuations-in-part, and divisionals such as, but not limited to, continuations of continuations and continuations of divisionals;

(6) all patents, utility models, or other grants that issue from any of the applications referred to herein and all rights and remedies associated therewith including the right to sue for and recover past damages and to recover under 35 U.S.C. § 154 (d) or any other law permitting remedies for infringement prior to issuance of the patent;

(7) all registrations and confirmations of, and importation certificates based upon, one or more of said patents, utility models, or other grants, and applications for such registrations, confirmations and importation certificates and;

(8) all reissues, renewals and extensions of said patents, utility models, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said ASSIGNEE to the full ends of the terms for which said patents, utility models, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by me/us if this sale, assignment and transfer had not been made.

I/We the Inventor(s) hereby authorize ASSIGNEE and their representatives to insert in paragraph (1) of this Assignment the filing date(s) and Application Number(s) of said patent, utility model, or other application(s) when notified thereof.

I/We the Inventor(s) hereby covenant and agree that I/We will, at any time, (i) upon the request, but at the expense, of ASSIGNEE, execute and deliver all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, applications, patents, utility models, registrations, confirmations, importation certificates, reissues, renewals, extensions, reexamination certificates, supplementary protection certificates, and applications within the scope of (7) and (8), in ASSIGNEE, including the execution and procurement of all further documents evidencing this sale, assignment and transfer as may be necessary or desirable for recording the same in the patent office or other intellectual property office, agency or the like of any country or region, (ii) upon the request, but at the expense, of ASSIGNEE execute all additional applications within the scope of paragraphs (1) through (6) and all applications within the scope of (7) or (8), and (iii) make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of ASSIGNEE .

Should any provision of this Assignment be deemed invalid or unenforceable by reason of any law, statute, regulation or judgment, existing now or in the future in any jurisdiction, such provision shall be modified in such jurisdiction so as to nearly approximate the intent of the Parties. If this cannot be done, such invalid or unenforceable provision shall be divisible and be deleted in any such jurisdiction, and all other provisions shall remain in full force and effect. The modification or deletion of any provision in one jurisdiction shall have no effect on this Assignment in any other jurisdiction.

This Assignment shall be governed by the laws of the state of England and Wales.

This Assignment is effective as from the earliest priority date as stated above.

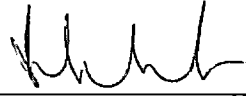
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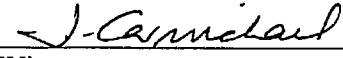
BY S. Howard  
Steven Howard


J. Carmichael  
Witness J. CARMICHAEL .

Neil Jones  
Witness NEIL JONES

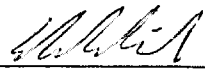
Executed this 5<sup>th</sup> day of December, 2011.


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Paul Neil Mortenson


  
Witness J. CARMICHAEL

  
Witness NEIL JONES


Executed this 8 day of DECEMBER, 2011.

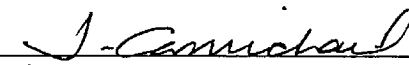
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Steven Douglas Hiscock

  
Witness J. CARMICHAEL

  
Witness NEIL JONES

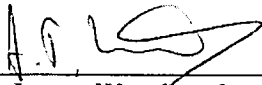
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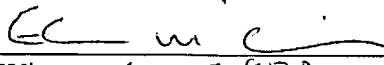
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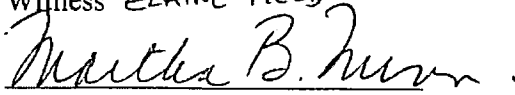
  
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Witness NEIL JONES


Executed this 14 day of December, 2011.

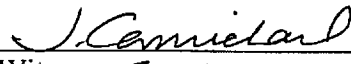
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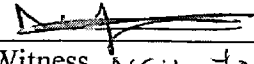
  
Witness ELAINE FIELD

  
Witness MARTHA NUNN

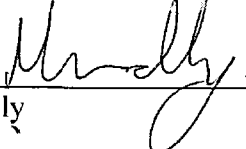
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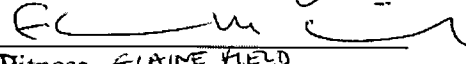
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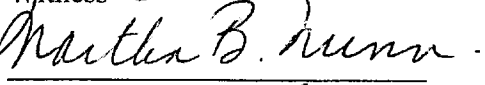
  
Witness J. CARMICHAEL.

  
Witness NEIL JONES

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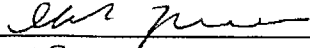
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Marc O'Reilly

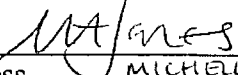
  
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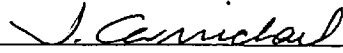
  
Witness MARTHA NUNN



Executed this 8<sup>th</sup> day of December, 2011.

BY   
Miles Stuart Congreve

  
Witness MICHELLE JONES

  
Witness J. CARMICHAEL

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY \_\_\_\_\_  
Claudio Dagostin

\_\_\_\_\_  
Witness

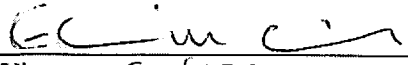
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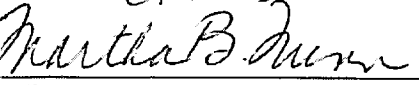
Executed this 14<sup>th</sup> day of DECEMBER, 2011.

Astex Therapeutics Ltd.

BY  L.S.

Name: WARREN BUCHANAN  
Position: CHIEF BUSINESS OFFICER

  
Witness E. FIELD

  
Witness MARTHA B. NUNN

## ASSIGNMENT

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Steven HOWARD	citizen of United Kingdom	Astex Therapeutics Ltd 436 Cambridge Science Park Milton Road Cambridge, CB4 0QA United Kingdom
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Andrew James WOODHEAD	citizen of United Kingdom	Astex Therapeutics Ltd 436 Cambridge Science Park Milton Road Cambridge, CB4 0QA United Kingdom
Gianni CHESSARI	citizen of Italy	Astex Therapeutics Ltd 436 Cambridge Science Park Milton Road Cambridge, CB4 0QA United Kingdom

Marc O'REILLY	citizen of United Kingdom	Astex Therapeutics Ltd 436 Cambridge Science Park Milton Road Cambridge, CB4 0QA United Kingdom
Miles Stuart CONGREVE	citizen of United Kingdom	11A Orchard Road, Melbourn, Royston, SG8 6HL, UNITED KINGDOM;
Claudio DAGOSTIN	citizen of Italy	4 Roe Deer Close, Cambridge, CB1 9YY, UNITED KINGDOM

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This Assignment shall be governed by the laws of the state of England and Wales.

This Assignment is effective as from the earliest priority date as stated above.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY \_\_\_\_\_  
Steven Howard

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY \_\_\_\_\_  
Paul Neil Mortenson

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Witness

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Steven Douglas Hiscock

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BY \_\_\_\_\_  
Alison Jo-Anne Woolford

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BY \_\_\_\_\_  
Andrew James Woodhead

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BY \_\_\_\_\_  
Gianni Chessari

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY \_\_\_\_\_  
Marc O'Reilly

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY \_\_\_\_\_  
Miles Stuart Congreve

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Executed this 8<sup>th</sup> day of DECEMBER, 2011.

BY Claudio Dagostin  
Claudio Dagostin

Jeremy Major JEREMY MAJOR  
Witness

Alison M. Jones ALISON JONES  
Witness

Executed this 14<sup>th</sup> day of DECEMBER, 2011.

Astex Therapeutics Ltd.

BY Maureen Buckland L.S.

Name: MAUREEN BUCKLAND  
Position: CHIEF BUSINESS OFFICER

E. Field  
Witness E. FIELD

Martha B. Nunn  
Witness MARTHA B. NUNN