

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Imperial College of London	02/23/2008
RECEIVING PARTY DATA	
Name:	Imperial Innovations Ltd
Street Address:	Level 12 Electrical Engineering Building
Internal Address:	Imperial College London
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	SW7 2AZ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12899507
CORRESPONDENCE DATA	
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<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:	Laura Da Conceicao
Address Line 1:	Chalker Flores, LLP
Address Line 2:	14951 North Dallas Parkway, Suite 400
Address Line 4:	Dallas, TEXAS 75254
ATTORNEY DOCKET NUMBER:	UTSW:1077 (IMPERIAL)
NAME OF SUBMITTER:	Laura Da Conceicao
Total Attachments: 6 source=UTSW 1077 Assignment Imperial College to Imperial Innovations#page1.tif	

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THIS DEED OF ASSIGNMENT dated 23/5/18 is made by and between:

- (1) Imperial College of Science, Technology and Medicine, whose address is London, SW7 2AZ ("Imperial");
- (2) Professor Robert Sinden, whose address is 96 woosehill lane, wokingham, berks. RG41 2TS ("Professor Sinden");
- (3) Dr Oliver Billker whose address is 29 Staunton Road Oxford OX3 7TJ ("Dr Billker");
- (4) Dr Rita Tewari whose address is 14 Mirberry Mews, Sherwin Road, Nottingham NG7 2FR, UK ("Dr Tewari"); and
- (5) Imperial Innovations Ltd, whose address is Level 12, Electrical Engineering Building, Imperial College London, London, SW7 2AZ ("Innovations").

WHEREAS:

- A. Professor Sinden, Dr Billker and Dr Tewari ("the Inventors") have generated the Intellectual Property (as defined below).
- B. The Inventors generated the Intellectual Property in the course of their work as employees of Imperial. Consequently the Intellectual Property belong to Imperial.
- C. Imperial has agreed to assign all its right, title and interest in the Intellectual Property to Innovations.

THIS DEED OF ASSIGNMENT WITNESSES as follows:

1. Definitions

In this Assignment, the following words shall have the following meanings:

"Intellectual Property" the Patents and the Technology.

"Patents" the patents and patent applications identified in the Schedule.

"Technology" any and all inventions, technology, materials and know-how which relate to the areas described in the Schedule and which have been developed by any or all of the Inventors, and all rights in such inventions, technology, materials and know-how.

References in this Assignment to Clauses, Schedules and Parties are to the

clauses, schedules and parties of and to this Assignment.

2. The Inventors warrant to the other Parties that they are the sole generators of the Intellectual Property and no other person made any contribution to the Intellectual Property.
3. The Inventors agree and acknowledge that they generated the Intellectual Property in the course of their normal duties as employees of Imperial and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of their duties, and that consequently the Intellectual Property belongs to Imperial pursuant to section 39 of the Patents Act 1977. To the extent that any of the Inventors have any right, title or interest in the Intellectual Property they hereby assign and transfer the same to Imperial absolutely and with full title guarantee in consideration of the sum of £1.00 (receipt of which is hereby acknowledged).
4. Imperial hereby assigns and transfers to Innovations absolutely and with full title guarantee all its right, title and interest in the Intellectual Property (including, for the avoidance of doubt, all such right, title and interest as Imperial has acquired pursuant to Clause 3) in consideration of the sum of £1.00 (receipt of which is hereby acknowledged).
5. The assignments effected by Clauses 3 and 4 shall include, without limitation, the assignment and transfer of:
 - a. all patents and other intellectual property that may be granted in respect of the Patents, as well as all patents and other intellectual property that may derive priority from or have equivalent claims to or be based upon the Intellectual Property in any country of the world (including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Intellectual Property shall be deemed to include all such items of property;
 - b. all rights of action, powers and benefits arising from ownership of the Intellectual 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; and
 - c. all rights of ownership of any materials that form part of the Intellectual Property.
6. Imperial and the Inventors shall execute such documents and give such assistance as Innovations may require:
 - a. to secure the vesting in Innovations of all rights in respect of their

contributions to the Intellectual Property;

- b. to uphold the rights of Innovations in the Intellectual Property; and
- c. to defeat any challenge to the validity of, and resolve any questions concerning, the Intellectual Property.

The obligations on Imperial and the Inventors under this Clause 6 shall continue in force without limit of time.

- 7. Imperial and the Inventors hereby irrevocably appoint Innovations as their Attorney in their respective names to execute any document and do any act or thing which may be necessary to comply with the provisions of Clause 6.
- 8. Imperial and the Inventors severally warrant, represent and undertake to Innovations:
 - a. that each of them is not, at the date of this Assignment, a party to any agreement or understanding (oral or written) which would in any manner be inconsistent with the assignment of rights provided for in this Assignment; and
 - b. that each of them shall not, on or after the date of this Assignment, enter into any agreement or understanding (oral or written) or directly or indirectly engage in any activity which would in any manner be inconsistent with the assignment of rights provided for in this Assignment.
- 9. This Agreement may be entered into in any number of counterparts and by the Parties on separate counterparts.
- 10. The validity, construction and performance of this Assignment shall be governed by English law, and the Parties submit to the exclusive jurisdiction of the English courts in respect of any dispute arising in connection therewith.

EXECUTED AND DELIVERED AS A DEED by the Parties:

Signed as a Deed by Professor Robert Sinden in the presence of a witness and delivered upon signature:

R. E. Sinden
.....
Professor Robert Sinden

S.S.
.....
witness signature

Sarah Sebastian
.....
witness name

49 Sinclair Mansions, London W12 8LN
.....
witness address

Signed as a Deed by Dr Oliver Billker in the presence of a witness and delivered upon signature:

Oliver Billker
.....
Dr Oliver Billker

S.S.
.....
witness signature

Sarah Sebastian
.....
witness name

49 Sinclair Mansions, London W12 8LN
.....
witness address

Signed as a Deed by Dr Rita Tewari in the presence of a witness and delivered upon signature:

Rita Tewari
.....
Dr Rita Tewari


Richard J. Pleass
.....
witness signature

RICHARD J. PLEASS
.....
witness name

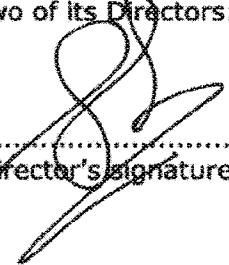
16 Topuff Rd, Chilwell, Nottingham
.....
witness address

The Common Seal of Imperial College of)
Science, Technology and Medicine was)
affixed hereto, in the presence of two)
authorised signatories)

Signed..... 

Signed..... 

Executed and delivered as a Deed by Imperial Innovations Ltd acting through
two of its Directors:


.....
Director's signature


.....
Director's signature

SCHEDULE

The Patents

United States Patent Application Number 60/845,122 entitled "Parasite vaccine", filed on 16 September 2006.

PCT application PCT/US2007/078595 entitled "Parasite vaccine", filed on 15th September 2007

The Technology

The therapeutic use of fusM as a target drug intervention or as an antigen for use in vaccination.