

PATENT ASSIGNMENT

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NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
University of Leeds	01/10/2012
RECEIVING PARTY DATA	
Name:	Aptuscan Limited
Street Address:	Leeds Innovation Centre
Internal Address:	103 Clarendon Road
City:	Leeds
State/Country:	UNITED KINGDOM
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PROPERTY NUMBERS Total: 1	
Property Type	Number
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DATED 10 January 2012

UNIVERSITY OF LEEDS

and

APTUSCAN LIMITED

DEED OF ASSIGNMENT OF PATENTS

WALKER MORRIS

Kings Court

12 King Street

LEEDS

LS1 2HL

Tel: 0113 2832500

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Ref: SBF

CONTENTS

1	INTERPRETATION	3
2	ASSIGNMENT	5
3	RESEARCH LICENCE	6
4	IMPROVEMENTS	8
5	WARRANTIES	8
6	FURTHER ASSURANCE	9
7	WAIVER	10
8	ENTIRE AGREEMENT	10
9	VARIATION	10
10	SEVERANCE	10
11	COUNTERPARTS	10
12	THIRD PARTY RIGHTS	11
13	NOTICES	11
14	GOVERNING LAW AND JURISDICTION	12

SCHEDULE 1 THE PATENTS

SCHEDULE 2 LICENCES CHARGES AND OTHER THIRD PARTY RIGHTS

SCHEDULE 3 THE MRA

SCHEDULE 4 THE DUE DILIGENCE REPORTS

THIS DEED is dated 10 January 2011

BETWEEN:

- (1) **UNIVERSITY OF LEEDS** incorporated and registered in England and Wales by Royal Charter with registration number RC000658 whose registered office is at University of Leeds, Leeds LS2 9JT (the University).
- (2) **APTUSCAN LIMITED** incorporated and registered in England and Wales with company number 06605196 whose registered office is at Leeds Innovation Centre, 103 Clarendon Road, Leeds, LS2 9DF (Aptuscan).

RECITALS

- (A) By way of assignment between Medical Research Council ("MRC") and the University dated on the Effective Date, MRC assigned to the University various intellectual property, being the IPR (as defined below).
- (B) The University has now agreed to assign the IPR to Aptuscan on the terms set out in this agreement.

IT IS AGREED AS FOLLOWS

1 INTERPRETATION

- 1.1 In this agreement, unless the context requires otherwise, the following terms shall have the meanings given to them below:

Academic Publication: means the publication of an abstract, article or paper in a journal or an electronic repository, or its presentation at a conference or seminar; and "to Publish" and "Publication" are to be construed as references to that Academic Publication;

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Copenhagen MTA means the material transfer agreement between the University of Leeds and the University of Copenhagen dated 12th December 2011 and set out in the Due Diligence Report dated 13th December 2011 schedule 4;

Effective Date: the date of this agreement.

Improvement: any improvement, enhancement or modification to the technology that is the subject of any of the Patents.

Intellectual Property: means any and all patent, rights to inventions, copyright and related rights, rights in software, trademarks, trade names, goodwill, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals of extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

IPR: the Patents, the Materials, Know-how and all Intellectual Property comprised in each of them.

Know-how: any know-how originally provided to the University under the MRA.

Materials: means all expressions and constructs for variants of the STM as detained in Schedule 1 of the MRA and all modifications thereof (as modifications is defined in the MRA);

MRA: the Materials Release Agreement dated 18 May 2007 under which certain rights in certain materials and know-how were released to the University by MRC which is appended to this agreement at Schedule 3.

Non Commercial Use: means the use of the Patents for any research or teaching activity or assessment either conducted solely by the University and/or in conjunction with other parties (including other academic institutions) but excluding, in all circumstances, the grant of any rights for commercial exploitation and all research and development which is either (i) funded by commercial third parties and which purports to grant any rights whatsoever to the IPR to any such third party or parties, or (ii) involves the production or manufacture of products for sale;

Oxford Collaboration means the collaboration agreement between the University of Leeds and the University of Oxford that is in draft format and set out in the Due Dilligence Report dated 13th December 2011 schedule 4

Patents: the patents and patent applications, short particulars of which are set out in Schedule 1 and any extensions, substitutions or re-issues of all such patents, and any patent applications claiming priority from such patents or patent applications, and any continuations, continuations -in-part, divisions or supplementary protection or similar

certificates of or in respect of all such patents or patent applications in any part of the world.

Wellcome Programme: the funding agreement between the University and The Wellcome Trust Limited dated 8 July 2009 as disclosed in schedule 4.

- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement.
- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 Writing or written includes faxes but not e-mail.
- 1.9 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.10 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2 ASSIGNMENT

- 2.1 Subject to the matters disclosed or revealed in the due diligence reports dated 26 March 2010 and 13 December 2011 the University hereby assigns to Aptuscan, all of its rights and title and the full extent of its interest in and to the full and exclusive benefit of the IPR, including but not limited to full title guarantee in and to the Patents, and in and to all and any inventions disclosed in the IPR, including:
 - 2.1.1 in respect of any and each application in the IPR:

- (a) the right to claim priority from and to prosecute and obtain grant of patent; and
 - (b) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application.
- 2.1.2 in respect of each and any invention disclosed in the IPR, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- 2.1.3 the right to extend to or register in or in respect of any country or territory in the world each and any of the IPR, and each and any of the applications filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications.
- 2.1.4 the absolute entitlement to any patents granted pursuant to any of the applications filed as aforesaid; and
- 2.1.5 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the IPR or any patents granted on any of the applications filed as aforesaid, whether occurring before on or after the date of this agreement.

3 RESEARCH LICENCE

- 3.1 Aptuscan hereby grants the University an irrevocable, perpetual, non-exclusive, royalty free licensee to use the Patents solely for the purposes of Non Commercial Use. The University shall not be entitled to sub-licence the rights granted in this Clause 3 except:
 - 3.1.1 with the prior written consent of Aptuscan (not to be unreasonably withheld or delayed); or
 - 3.1.2 to other academic or research institutions for the purposes of undertaking joint research projects with the same

and provided always that any such sub-licence is within the scope of the licence granted by Aptuscan in this Clause 3.

3.2 Aptuscan acknowledges that the University has a primary charitable purpose being the advancement of education through teaching and research. Therefore, any employee or student of the University may, provided the University has not received a Confidentiality Notice in accordance with Clause 3.3:

3.2.1 discuss the Patents in university seminars, tutorials and lectures; and

3.2.2 Publish material based wholly or in part on the Patents (provided the same does not constitute confidential information of Aptuscan).

3.3 The University agrees and undertakes that it will submit to Aptuscan, in writing, details of any proposed material based wholly or in part on the Patents that any employee or student of that University intends to Publish, at least 30 days before the date it intends to submit such material for Publication. Aptuscan may, by giving written notice to the University (a "Confidentiality Notice"), require the University to delay the proposed Publication for a maximum of 2 months after the date of the Confidentiality Notice or otherwise to amend the Publication if, in Aptuscan's reasonable opinion, that delay is necessary in order for it to seek patent or similar protection or to prevent the Publication of any of Aptuscan's confidential information. Aptuscan must give the Confidentiality Notice within 30 days of the date Aptuscan receives details of the proposed Publication. If the University does not receive a Confidentiality Notice within that period, its employee or student may proceed with the proposed Publication, provided that, whether or not it has received a Confidentiality Notice, no confidential information of Aptuscan may be Published.

3.4 [REDACTED]

3.5 [REDACTED]

3.5.1 [REDACTED]

3.5.2

4 IMPROVEMENTS

If the University makes, devises, or discovers, or otherwise acquires rights in, any Improvement it shall, to the extent that it is not prohibited by law or by any obligation to any other person, promptly notify Aptuscan in writing, giving details of the Improvement and shall, if Aptuscan so requests, enter into good faith negotiations with a view to assigning its rights in the Improvement to Aptuscan.

5 WARRANTIES

5.1 Subject to the matters disclosed or revealed in the due diligence reports dated 26th March 2010 and 13th December 2011, copies of which are appended to the agreement in Schedule 4 the University warrants that:

5.1.1 it is the sole legal and beneficial owner of the IPR and it is properly registered as the applicant or proprietor;

5.1.2 all application, registration and renewal fees in respect of each of the IPR have been paid;

5.1.3 it has not assigned or licensed any of the rights under the IPR except as set out in Schedule 2 and 4;

5.1.4 all IPR is free from any security interest, option, mortgage, charge or lien

5.1.5 It has not received notice of any infringement or likely infringement of, or any challenge or likely challenge to the validity of, any of the IPR or of anything that might render any of the IPR invalid or subject to compulsory licence order or prevent any application in the IPR proceeding to grant.

5.2 Aptuscan acknowledges and agreed that the Patents are experimental in nature and may be hazardous.

5.3 Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

6 FURTHER ASSURANCE

- 6.1 The University shall, at Aptuscan's cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which Aptuscan requests to vest in Aptuscan the full benefit of the right, title and interest assigned to Aptuscan under this agreement, including:
- 6.1.1 registration of Aptuscan as applicant for, or proprietor of, the IPR; and
 - 6.1.2 assisting Aptuscan in obtaining, defending and enforcing the IPR, and assisting with any other proceedings which may be brought by or against Aptuscan against or by any third party relating to the rights assigned by this agreement.
- 6.2 The University hereby appoints Aptuscan to be its attorney to execute and do any such instrument or thing, and generally to use its name, for the purpose of vesting in Aptuscan the full benefit of the right, title and interest assigned to Aptuscan under this agreement. The University acknowledges in favour of a third party that a certificate in writing signed by any director or the secretary of Aptuscan or any person appointed in accordance with clause 6.4 that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case.
- 6.3 This power of attorney is irrevocable as long as the University's obligations under this agreement remain undischarged.
- 6.4 Without prejudice to clause 6.2, the attorney may, in any way it thinks fit and in the name and on behalf of the University:
- 6.4.1 take any action that this agreement requires the University to take;
 - 6.4.2 exercise any rights which this agreement gives to the University; and
 - 6.4.3 appoint and remove one or more substitute attorneys with full power as the University's attorney on terms that the attorney thinks fit.
- 6.5 The University must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause.

7 WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

8 ENTIRE AGREEMENT

8.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

8.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

8.3 Nothing in this clause shall limit or exclude any liability for fraud.

9 VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10 SEVERANCE

10.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

10.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

11 COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together

constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

12 THIRD PARTY RIGHTS

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

13 NOTICES

13.1 Any notice or other communication required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

13.1.1 The University: Director of Commercialisation, Leeds, LS2 9JT

13.1.2 Aptuscan: Company Secretary at Leeds Innovation Centre, 103 Clarendon Road, Leeds, LS2 9DF

or as otherwise specified by the relevant party by notice in writing to each other party.

13.2 Any notice or other communication shall be deemed to have been duly received:

13.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;

13.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

13.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

13.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

13.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14 GOVERNING LAW AND JURISDICTION

- 14.1** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 14.2** The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Patents

Publication no	Application no	Date filed	Title
WO2009/136/182	PCT/GB2009/0503 80	16 April 2009	Modified Stefin A Scaffold proteins
US2011/0053796	12/988,106	16 April 2009	Modified Stefin A Scaffold proteins
JP2011520786	P2011-504541	16 April 2009	Modified Stefin A Scaffold proteins
EP2279205	NA	16 April 2009	Modified Stefin A Scaffold proteins
CN102056942	2009801 22473.6	16 April 2009	Modified Stefin A Scaffold proteins
CA2757513	CA20092757513 20090416	16 April 2009	Modified Stefin A Scaffold proteins

Schedule 2 Licences charges and other third party rights

The University entered into a licence with University of Leeds IP Limited dated 26 March 2010, such licence to be terminated on the Effective Date.

Schedule 3 the MRA

MATERIALS RELEASE AGREEMENT

This Agreement is made on the18th.....day of May... 2007

BETWEEN

- (1) **MEDICAL RESEARCH COUNCIL** whose principal administrative offices are at 20 Park Crescent, London W1B 1AL, U.K. (hereinafter called "MRC").

and

- (2) **The University of Leeds**, Leeds LS2 9JT (hereinafter called "the Institution").

WHEREAS

- (A) MRC, specifically the MRC Cancer Cell Unit, Cambridge, ("CCU"), has developed and owns or is beneficial owner of certain patents, materials and information and rights relating to said patent, materials and information.
- (B) Dr Paul Ko Ferrigno (hereinafter known as "the Principal Scientist") was previously employed by the MRC to undertake research within the CCU, and wishes to continue to use said patents, materials and information for the purposes of conducting academic in-house research at the Institution.
- (C) The Institution, is the current employer of the Principal Scientist and wishes to obtain the said materials and information and to take a licence to said patent rights from MRC for the purposes of academic in-house research and teaching only.
- (D) MRC agrees to provide the materials and information and to licence the patent rights on the terms set out below.

NOW IT IS HEREBY AGREED AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement the following words and phrases shall have the following meanings unless the context requires otherwise:

- (a) "Commencement Date" shall mean the date of last signature below.
- (b) "Original Materials" shall mean all materials provided by MRC, as described in Schedule 1 attached hereto and which may from time to time be amended subject to written agreement between the parties.
- (c) "Progeny" shall mean all unmodified descendants from the Original Materials, such as virus from virus, cell from cell, or organism from organism.
- (d) "Unmodified Derivatives" shall mean any substances created by the Institution which constitute an important unmodified functional sub-unit or product expressed by the Original Materials, e.g., sub clones of unmodified cell lines, purified or fractionated sub-sets of the Original Materials, proteins expressed by DNA or RNA, monoclonal antibodies secreted by a hybridoma

- cell line, sub-sets of the Original Materials such as novel plasmids or vectors.
- (e) "Materials" shall mean Original Materials, Progeny and Unmodified Derivatives.
 - (f) "Modifications" shall mean any substances created by the Institution that contain/incorporate any form of the Materials.
 - (g) "Data Records" shall mean laboratory notebooks, stored electronic data including but not limited to experimental records or databases, and any other forms of recorded scientific data, related to the Materials, provided by the MRC to the Institution under this Agreement.
 - (h) "Patent" shall mean the patent application described in Schedule 2.
 - (i) "Recipient Scientists" shall mean the Principal Scientist and any research assistants, students, co-workers under the supervision of the Principal Scientist or other workers employed at the Institution who may use Materials, Data Records or related information.

2. USE OF MATERIALS AND DATA RECORDS AND LICENCE TO PATENT

- 2.1 Upon execution of this Agreement, MRC agrees to supply the Materials and Data Records to the Institution for use in the teaching and academic research programmes undertaken by the Recipient Scientists.
- 2.2 MRC and the Institution recognise that Modifications will contain proprietary MRC Materials plus materials and/or intellectual property of the Institution, and may include an Invention. Whilst the MRC does not claim ownership of Modifications produced as a result of the Institution's research with the Materials, the MRC shall retain ownership of any form of the Materials included therein.
- 2.3 The Materials, Data Records and Modifications shall be used for non-commercial research purposes only. The Institution or Recipient Scientists will not manufacture, sell or sublicense for manufacture and sale upon a commercial basis the Materials, Data Records or Modifications or use them for the development of any commercial product, including, but not limited to, drug screening, drug evaluation, assay development, or identifying drug targets for commercial purposes.
- 2.4 It is understood by the Institution and Recipient Scientists that the Materials, Data Records and Modifications will be used in accordance with all applicable laws, guidelines and regulations. For studies involving the administration of the Materials and/or Modifications to human subjects, the Institution will conduct such studies in accordance with all applicable guidelines and regulations, including but not limited to the MRC's "Ethics and Best Research Practice Guidelines" as published and updated from time to time on the MRC website at <http://www.mrc.ac.uk>. Before proceeding with such studies, the Institution will obtain all necessary approvals from all regulatory or health authorities that have jurisdiction over such studies. Where applicable, Institution confirms that it is in possession of appropriate regulatory authority for receipt and use of animal stocks shown in the Schedule.
- 2.5 The Institution is free to file patent application(s) claiming inventions (including Modifications) made by the Recipient Scientists through the use of the Materials and Data Records but agrees, under confidential disclosure, to notify the MRC upon filing a patent application claiming Modifications or method(s) of manufacture or use(s) of the Materials. Inventorship shall be determined by mutual agreement between the parties taking into account patent law and the role and contributions of

the parties involved in the development of the invention. In the case of a joint invention between the Institution and MRC, such joint invention shall be owned by the Institution and MRC in equal undivided shares and each party shall be permitted to use such joint invention for teaching and its own internal non-commercial research. The parties agree to negotiate a joint invention agreement latest at the commercialisation stage which shall specify the rights each party shall have to use and exploit the joint invention (either by themselves or through third parties) and shall provide for fair and equitable sharing of patent costs, income, and invention management responsibilities based on the respective parties' contributions to the invention.

- 2.6 In the event that the invention, whether a sole invention of the Institution or a joint invention as provided for in Clause 2.4, is a Modification and therefore contains Materials then notwithstanding anything to the contrary Institution and Recipient Scientist will not be free to dispose of the invention without the written permission of MRC.
- 2.7 The Institution grants the MRC the non-exclusive right to use any inventions developed through use of the Materials and Data Records transferred under this Agreement in its own internal, non-profit making academic research and teaching purposes without payment of licence or royalty fees to the Institution.
- 2.8 Any transfer of Materials, Modifications or information contained in Data Records to a not-for-profit/academic party for the purpose of non-commercial/academic research and teaching purposes is only permitted subject to prior conclusion of a Material Transfer Agreement between Institution and such third party which is substantially similar to that herein.
- 2.9 In the event that the Institution or Recipient Scientists wish to exploit, transfer, transmit, use or in any other way disclose any Materials, Data Records or Modifications on a commercial basis then they will make a formal written request to MRC seeking whether, at MRC's discretion, a licence may be granted and upon what terms such a licence may be granted. In the case of Modifications, permission will not be unreasonably withheld. A copy of any such license or transfer agreement must be sent to MRC.
- 2.10 MRC hereby grants to Institution a non-exclusive licence under the Patent to use the same for the purposes of academic in-house research. Such licence shall not include a right to grant sub-licences. MRC acknowledges that certain third party commercial entities may be interested in entering into research collaboration and licensing arrangements with Institution in the field of use described in the Patent. In the event that Institution intends to enter into such an arrangement it acknowledges that MRC will be required to be a party such negotiations and agreement for the purpose of granting rights under the Patent to such third party commercial entity.
- 2.11 The MRC has assumed primary responsibility for the filing, prosecution and maintenance of any and all patents and patent applications included in the Patent.
- 2.12 Except as set forth in this Agreement, nothing contained herein shall be construed as granting any licence under any intellectual property rights vested in MRC or any right to use the Patent, Materials, Modifications, Data Records or any MRC information other than herein expressly specified. To avoid doubt, the Institution or Recipient Scientists agree that no rights are provided under this Agreement to use

the Patent, Materials, Modifications or Data Records for the provision of a commercial service or to use the Patent, Materials, Modifications or Data on behalf of any commercial entity or for use of such materials or records in consulting for a commercial entity under which that entity obtains rights to such Patent, Materials, Modifications and/or Data Records.

3. ORIGINAL DATA RECORDS

3.1 At the discretion of the MRC, the Principal Scientist may be permitted to transfer original Data Records of research conducted by the Principal Scientist whilst employed by the MRC, to the Institution. All parties agree that such original Data Records represent a significant investment by the MRC and that data contained within such records are proprietary to the MRC. Therefore, in consideration for continued access to such original Data Records, the Principal Scientist and Institution agree to abide by the following conditions:

- (a) to provide MRC with a list of the research data contained within each original Data Record before such records are transferred to the Institution;
- (b) to take all reasonable measures to keep the original Data Records secure and in good condition;
- (c) to provide MRC with any original Data Record within thirty (30) calendar days of receiving a written request (MRC to pay any applicable courier costs);
- (d) to provide MRC with details of any change of address of the Principal Scientist;
- (e) not to dispose of any original Data Records until written permission has been received from the MRC;

3.2 Where the transfer of any/all original Data Records is not permitted, the MRC agrees to provide the Institution with copies of all Data Records relating to the Materials. The original and copies of such Data Records will remain the property of the MRC.

4. CONFIDENTIALITY

- 4.1 In the event that the Recipient Scientists wish to disclose to third parties in a closed meeting the Data Records or any information relating to the Patent shall ensure that an appropriate confidentiality or non-disclosure agreement is entered into with such third party prior to any such disclosure.
- 4.2 The Institution and Recipient Scientists shall have the right, without restriction, to distribute substances created by the Recipient Scientists through the use of the Original Materials as long as those substances are not Progeny, Unmodified Derivatives, or Modifications.
- 4.3 MRC recognises the desire of the Recipient Scientists to publish details of academic research in scientific journals and/or at scientific meetings and the MRC agrees that they will be free to publish results of research using the Patent, Materials, Modifications and Data Records providing that in the event such proposed publication contains any confidential information relating to the Patent the Institution

shall ensure that MRC is provided with a copy of any such manuscript or abstract at least thirty (30) days prior to such publication. If MRC determines that the proposed publication contains patentable subject matter relating to the Patent that requires protection the Institution shall procure that the Recipient Scientists will delay submission for an additional thirty (30) days to allow the MRC to file patent application(s). MRC agrees to maintain such results in confidence and not to engage in any written dissemination or in any dissemination by other methods of results obtained by Recipient Scientists from use of the Patent, Materials, Modifications or Data Records for the purpose described in Clause 2. The Recipient Scientists agree to provide appropriate acknowledgement of the source of the Materials and Data Records in all publications.

4.4 Each party agrees not to use or refer to this Agreement in any promotional activity, or use the names or marks of the other without express written permission. However, this paragraph shall not preclude either party's attribution of authorship in, and distribution of academic literature reporting the results of research conducted with the Patent, Materials, Modifications or Data Records.

4.5 The obligations of confidence referred to in this Clause 4 shall not extend to any information which:

- (a) is or becomes generally available to the public otherwise than by reason of a breach by the recipient party of any provision of this Clause 4;
- (b) can be reasonably shown by the recipient party to be known to the recipient party and to be at its free disposal prior to its receipt from the other;
- (c) is subsequently disclosed to the recipient party without obligations of confidence by a third party owing no such obligations to the disclosing party in respect thereof;
- (d) can be reasonably shown to have been developed by the recipient party without benefit of any disclosure under this Agreement;
- (e) the recipient party is specifically required to disclose to an order of any Court of competent jurisdiction, but only after the disclosing party is given prompt written notice and an opportunity to seek a protective order or to agree such disclosure and provided that, in the case of a disclosure under the Freedom of Information Act 2000, none of the exemptions in that Act applies to the information.

4.6 If either party receives a request under the Freedom of Information Act 2000 to disclose any information of the other party, it will notify and consult with the other party. The other party will respond within five (5) days after receiving notice if the notice requests assistance in determining whether or not an exemption in the Act applies.

4.7 The parties acknowledge that remedies at law may be inadequate to protect against a breach of the provisions of this Clause 4 and therefore each party shall be entitled to seek injunctive relief to restrain such breach, in addition to any other remedies available to such party.

5. WARRANTIES & LIABILITIES

5.1 Subject to the provisions of Clause 2.8, the Institution and Principal Scientist warrant that the Patent, Materials, Modifications and Data Records will only be disclosed to and used by those Recipient Scientists working in the Institution.

5.2 Both parties understand and agree that the Materials are experimental in nature and may have hazardous properties. The Materials are provided without warranty of any kind, either expressed or implied. There are no expressed or implied warranties of merchantability or fitness for a particular purpose or representation or warranty that the use or supply of the Materials will not infringe any patent, copyright, trademark or other right. The Institution assumes all liability for claims for damages against it by third parties that may arise from the use, storage or disposal of the Materials, Modifications and Data Records.

5.3 In no event shall MRC be liable for any use by the Institution or Recipient Scientists of the Materials or Data Records transferred under this Agreement. The Institution agrees to indemnify and hold harmless the MRC for any loss, claim, damage, demands, suits, liabilities and related costs and expenses, arising as a result of negligence in connection with this Agreement or the negligent use, handling or storage of the Materials, Modifications and Data Records by the Institution or Recipient Scientists.

6. DURATION & TERMINATION

6.1 This Agreement shall come into force on the date on which it is signed by both parties and shall remain in force for as long as the Institution has possession of the Materials, Modifications or Data Records.

6.2 Either the Institution or the MRC may terminate this Agreement forthwith by notice in writing if the other party commits a substantial breach of this Agreement which in the case of a breach capable of remedy will not have been remedied within thirty (30) days of the receipt by the party in default of notice identifying the breach and requiring its remedy.

6.3 Upon termination of this Agreement the licence granted pursuant to Clause 2.10 shall cease and the Institution will discontinue use of the Materials and Data Records and will, upon the direction of MRC, either return or destroy the Materials Data Records. The Institution will also either destroy the Modifications or remain bound by the terms of this Agreement as they apply to Modifications.

6.5 The obligations of both parties under Clauses 2, 3, 4 and 5 of this Agreement shall survive termination of this Agreement for any cause.

7. GOVERNING LAW AND JURISDICTION

The validity, construction and performance of this Agreement shall be governed by English law and the exclusive jurisdiction of the English Courts.

8. MISCELLANEOUS

Assignment

8.1 Neither party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due during this Agreement, without prior written

approval of the other party.

Notices

- 8.2 Any notice required to be given under the terms of this Agreement may be given by letter, with all delivery charges prepaid and addressed to the parties at the addresses given above. Any notice so given shall be deemed to have been served at the expiration of forty-eight (48) hours from the time of posting.

Notices and correspondence required under clauses 3 and 4.3 shall be sent to the following address:

For MRC
MROT Attn: Director of Licensing and Agreements
1-3 Burtonhole Lane
London
NW7 1AD

For Institution

Changes and Amendments

- 8.3 No amendment, consent or waiver of terms of this Agreement shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given.

Severability of Provision

- 8.4 If any provision of this Agreement is declared void or unenforceable by any judicial or administrative authority this will not ipso facto nullify the remaining provisions of this Agreement and the provision of this Agreement so affected will be curtailed and limited only to the extent necessary to bring it within the legal requirements.

Force Majeure

- 8.5 No failure or omission by either party to carry out or to observe any of the terms or conditions of this Agreement will give rise to any claim against the party in question or be deemed a breach of this Agreement if such failure or omission arises from any cause beyond the reasonable control of that party.

Entire Agreement

- 8.6 This Agreement embodies the entire agreement between the parties hereto as to the subject matter hereof and merges all prior discussions and no provision of this Agreement may be changed except by the mutual written consent of the parties hereto.

Third Party Rights

- 8.7 No party other than a party to this Agreement shall have any rights to enforce any term of this Agreement pursuant to the Contracts (Right of Third Parties) Act 1999.

SIGNATURES

Signed for and on behalf of the **MEDICAL RESEARCH COUNCIL**

Signature.....*Carol L Moore*..... Date.....15/5/07.....

Name (Printed).....CAROL L MOORE..... Title.....~~AUTHORIZED~~ SIGNATORY.....

Signed for and on behalf of **The University of Leeds**

Signature.....*K Brownridge*..... Date.....18/5/2007.....

Name (Printed).....K Brownridge..... Title.....Director.....

Signed by the **Principal Scientist**

Signature.....*Paula K Ferris*..... Date.....18/05/2007.....

Name (Printed).....Paula K Ferris..... Title.....Senior Lecturer.....

SCHEDULE 1

Materials

lab books and electronic data for all current and former lab members and visitors: Carme Gabernet, Mags Crawford, Robbie Woodman, Karen Ng, Sharon Tate, Ro Wickramasinghe, Vi Wickramasinghe, Naomi Gadsby, Sam Tang, Johannes Yeh, Debjani Paul, Andreas Kukol as well as Paul Ko Ferrigno.

All materials mentioned in those lab books, especially plasmids, bacterial strains, yeast strains and genetically modified human cells.

Details:

Carme Gabernet: human, yeast and bacterial cell expression constructs for peptide aptamers that target wild type and mutants forms of the huntingtin protein and constructs for the expression of wild type and mutant huntingtin fragments in human, yeast and bacterial cells.

Mags Crawford: yeast, human and bacterial cell expression constructs for peptide aptamers binding to CDK4; for CDK4, BRCA1, BARD1 and related proteins

Robbie Woodman: constructs for the expression in yeast, human and bacterial cells of p53 (mutant and wild type) and of peptide aptamers that bind to it or to its DNA operator sites. Yeast strains with integrated p53 and p53 reporter genes. Constructs for the expression of cystatin A (steffin A), and its variants, sometimes called RS and STM. Constructs for the expression of GFP and site-engineered variants; of RFP and variants; and of various other candidate scaffold proteins and their site-engineered variants.

Karen Ng: Expression constructs for BRCA1, its domains (especially the RING finger) and interacting proteins, and of peptide aptamers that bind BRCA1 RING; for E6-AP HECT domain and a library of mutants; and for ubiquitin.

Sharon Tate: yeast, human and bacterial expression constructs for Aurora A, Aurora B, survivin and its splice variants; for BCL-6 and related proteins including PLZF, LRF, BAZF and BACH2; Human cell lines modified to stably expression fusions of survivin splice variants to GFP.

Ro Wickramasinghe: yeast, human and bacterial expression constructs for MCM3-AP, MT1-MMP, MT2-MMP, other matrix metalloproteinases, geminin, Cdt1; peptide aptamer derivatives that bind MT1- and MT2-MMP, known as swiggle and 76, and their variants (some of which no longer

bind).

Vi Wickramasinghe: various expression constructs for human proteins involved in cell cycle regulation

Naomi Gadsby: expression constructs related to those described for Carne Gabernet

Sam Tang, expression constructs for human CDC20 and its fusion to GFP and for various peptide aptamers

Johannes Yeh: peptide aptamers in Trx and STM that bind to SH3 domains of some or all of Shc1, Vav2, Vav3, Gab1, Gab2, Gab3, B-Raf. Peptide aptamer libraries in Trx and STM.

Ana Chattopadhyay: expression constructs for BCL-6 and its POZ domain; and for peptide aptamers that bind to and in some cases inhibit BCL-6 function.

Debjani Paul: expression constructs for variants of STM designed by myself

Andreas Kukol: clones and expression constructs for avian Influenza proteins or RNA supplied under agreement by VLA.

Paul Ko Ferrigno: expression constructs and other plasmids related to all of those described above, and all projects described in lab books.

SCHEDULE 2

Patent

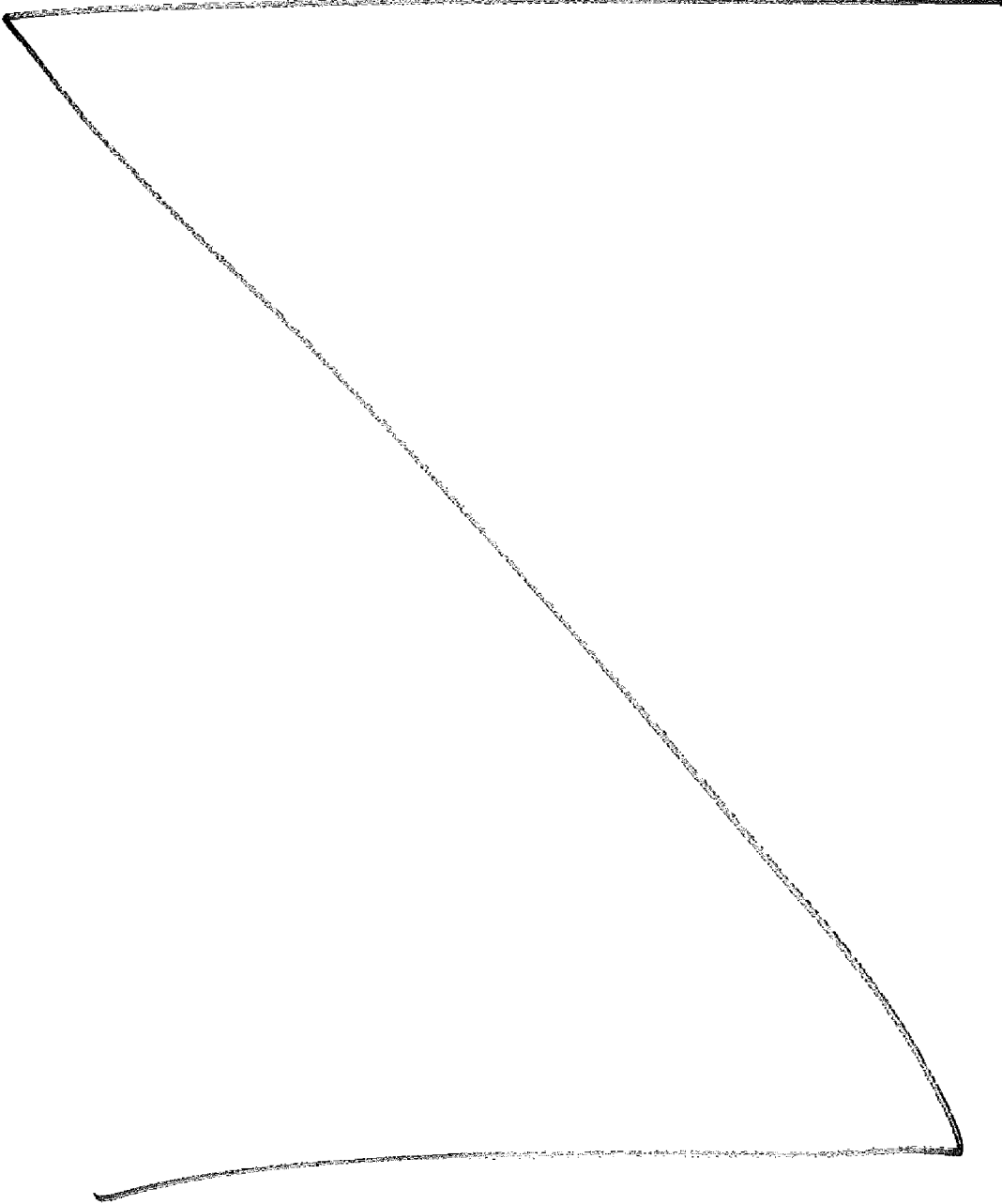
Dr Paul Ko Ferrigno;

Title: 'Scaffold'

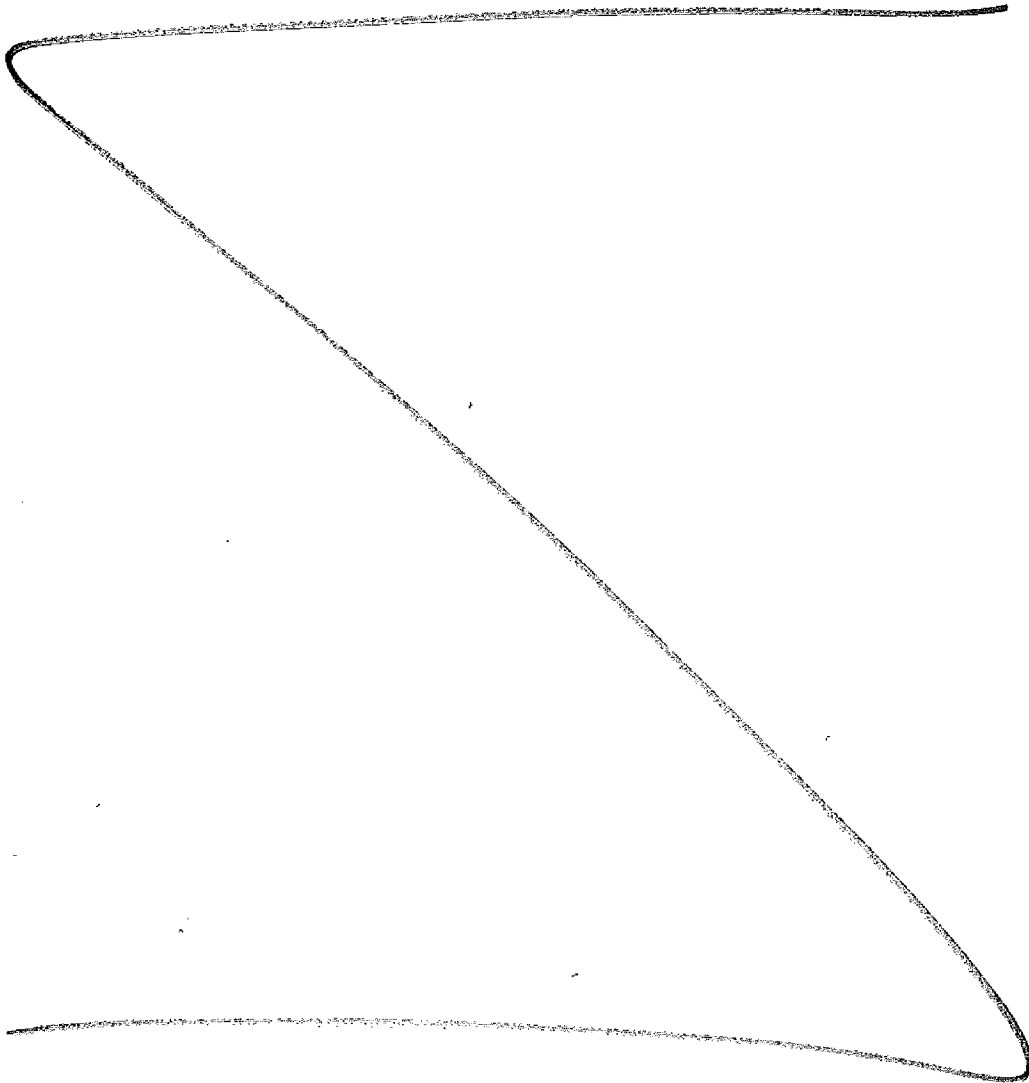
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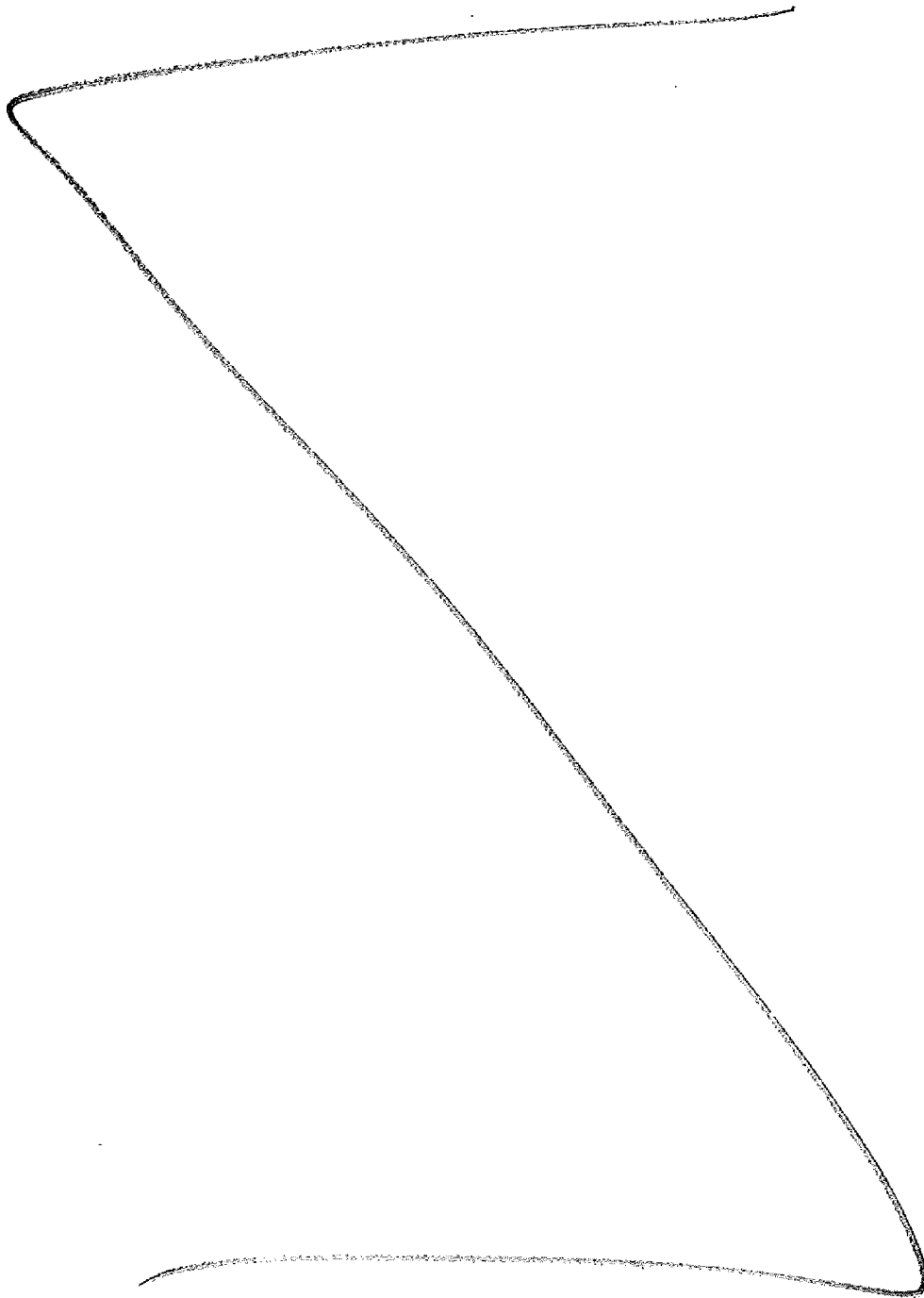
International PCT Patent Application No. PCT/GB2006/002115 (Priority claimed: UK patent application No. 0511873.2 filed 10 June 2005; and UK patent application No. 0608836.3 filed 4 May 2006)

Schedule 4 The Due Diligence Reports

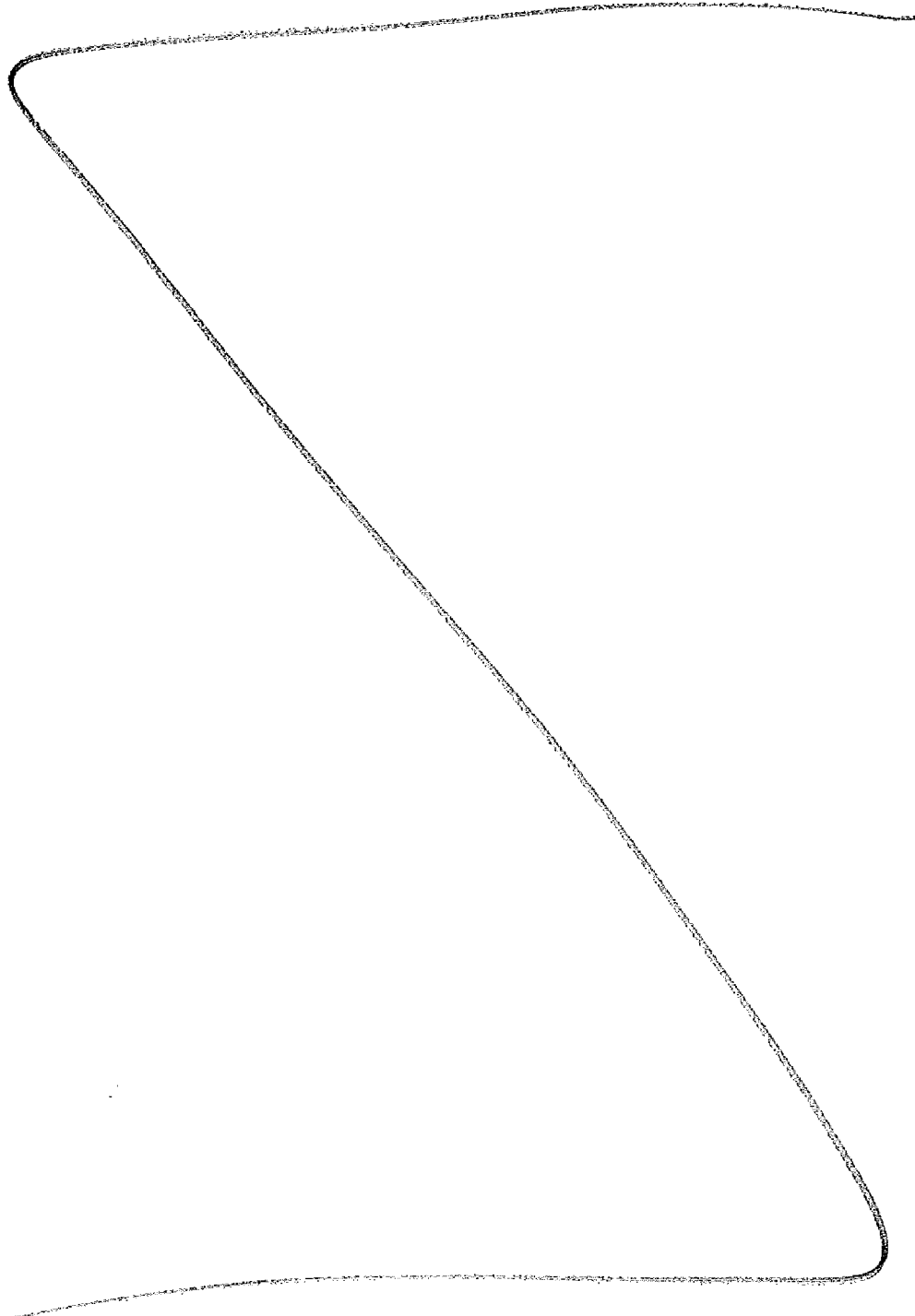


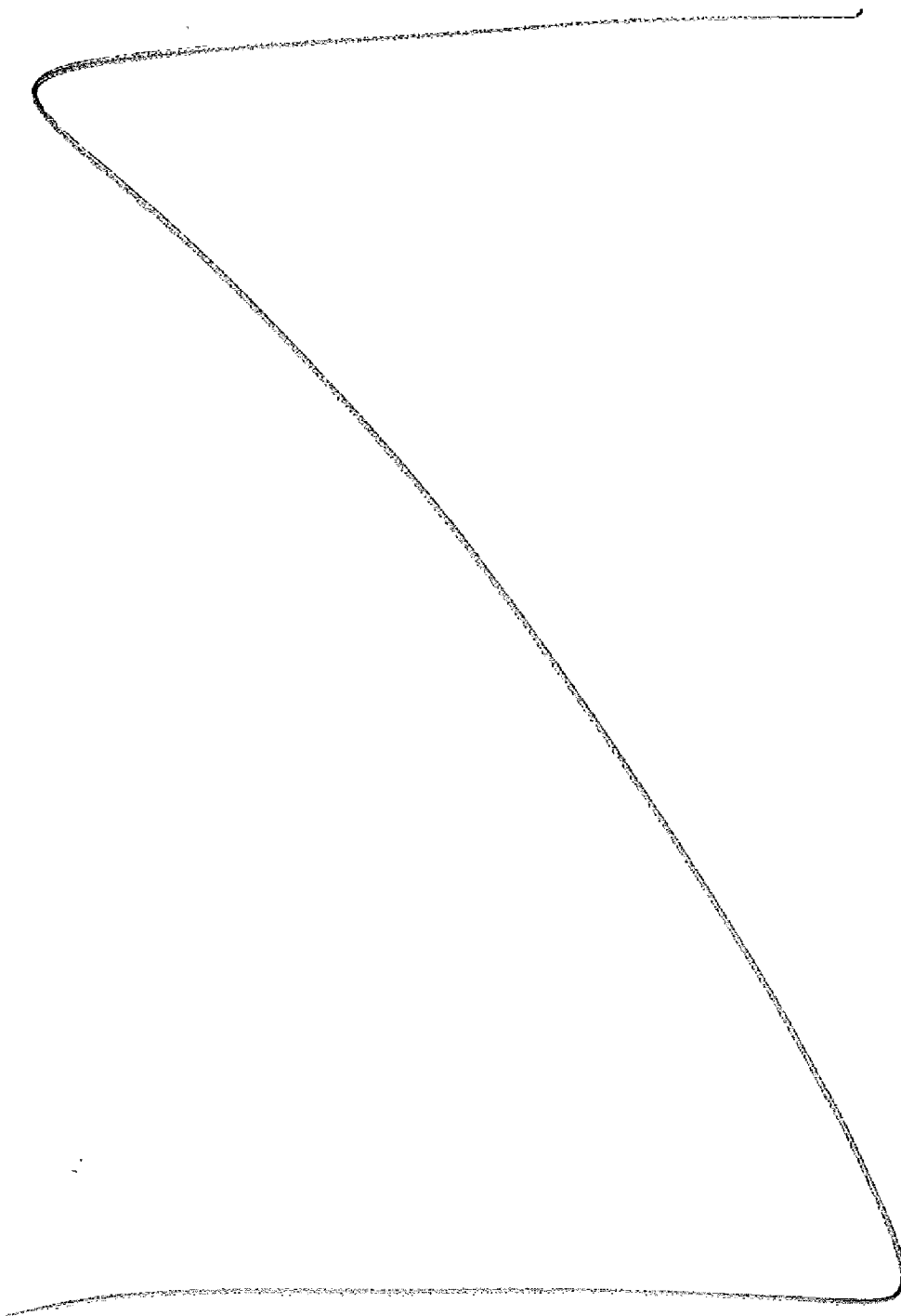
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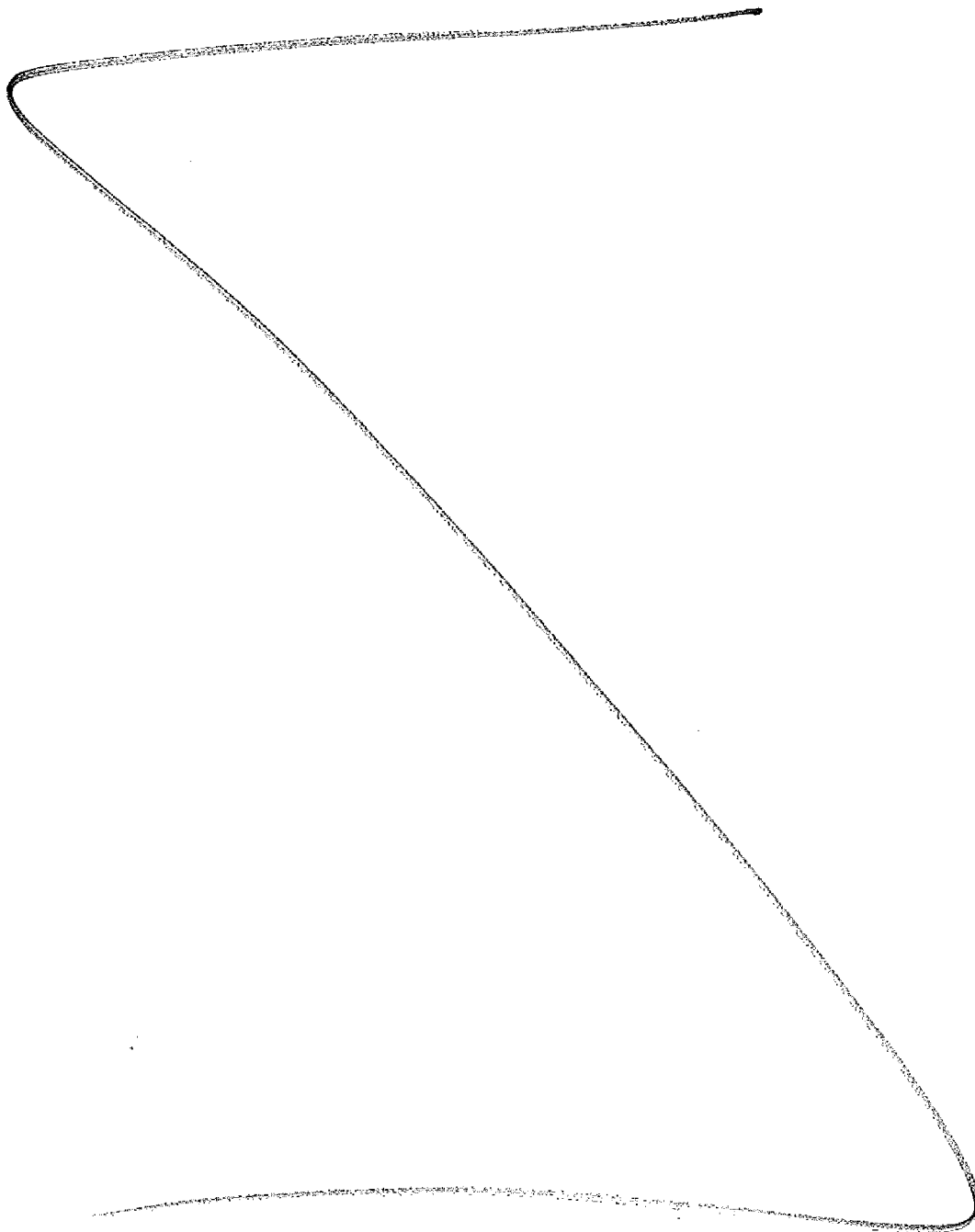


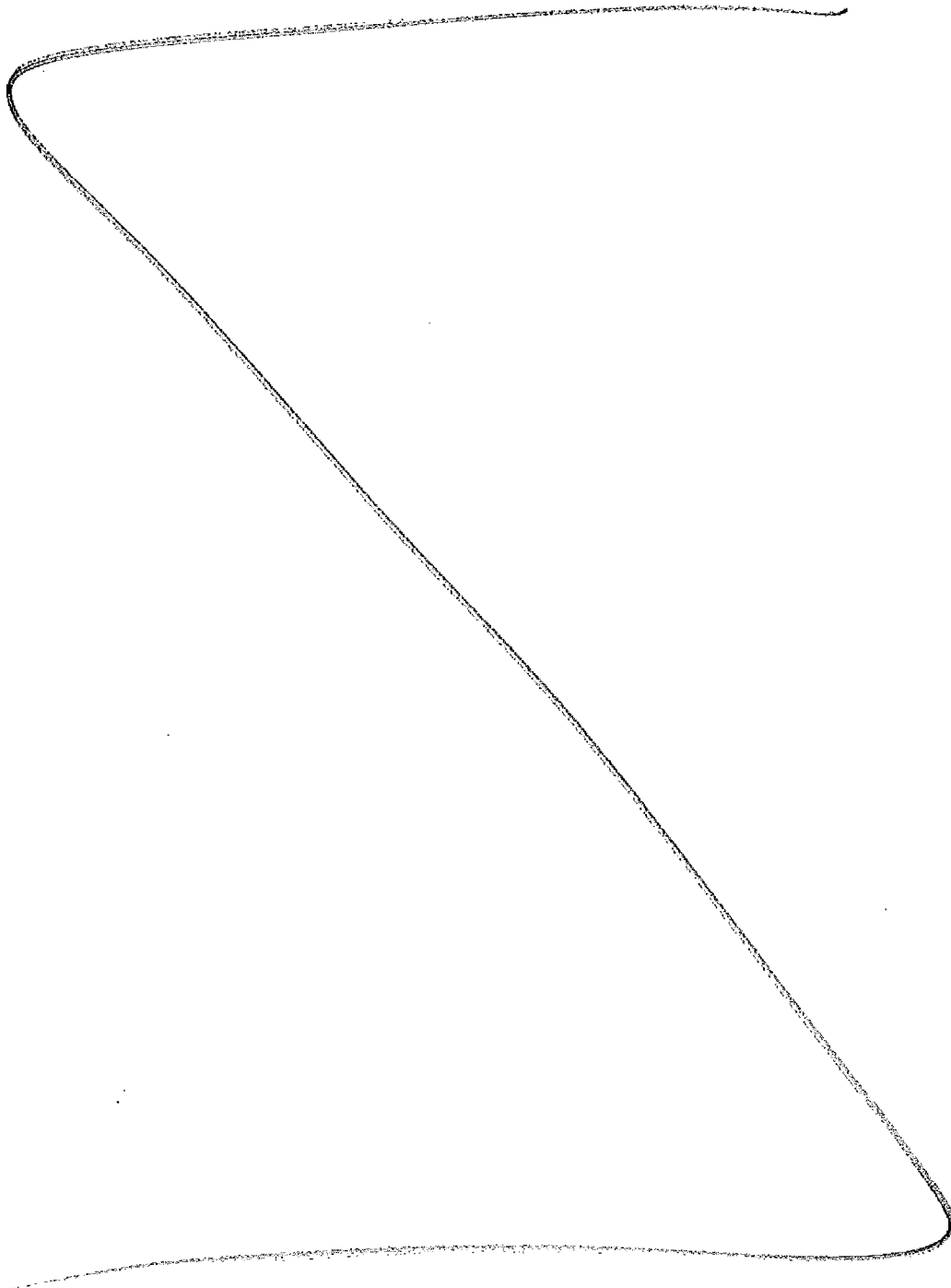


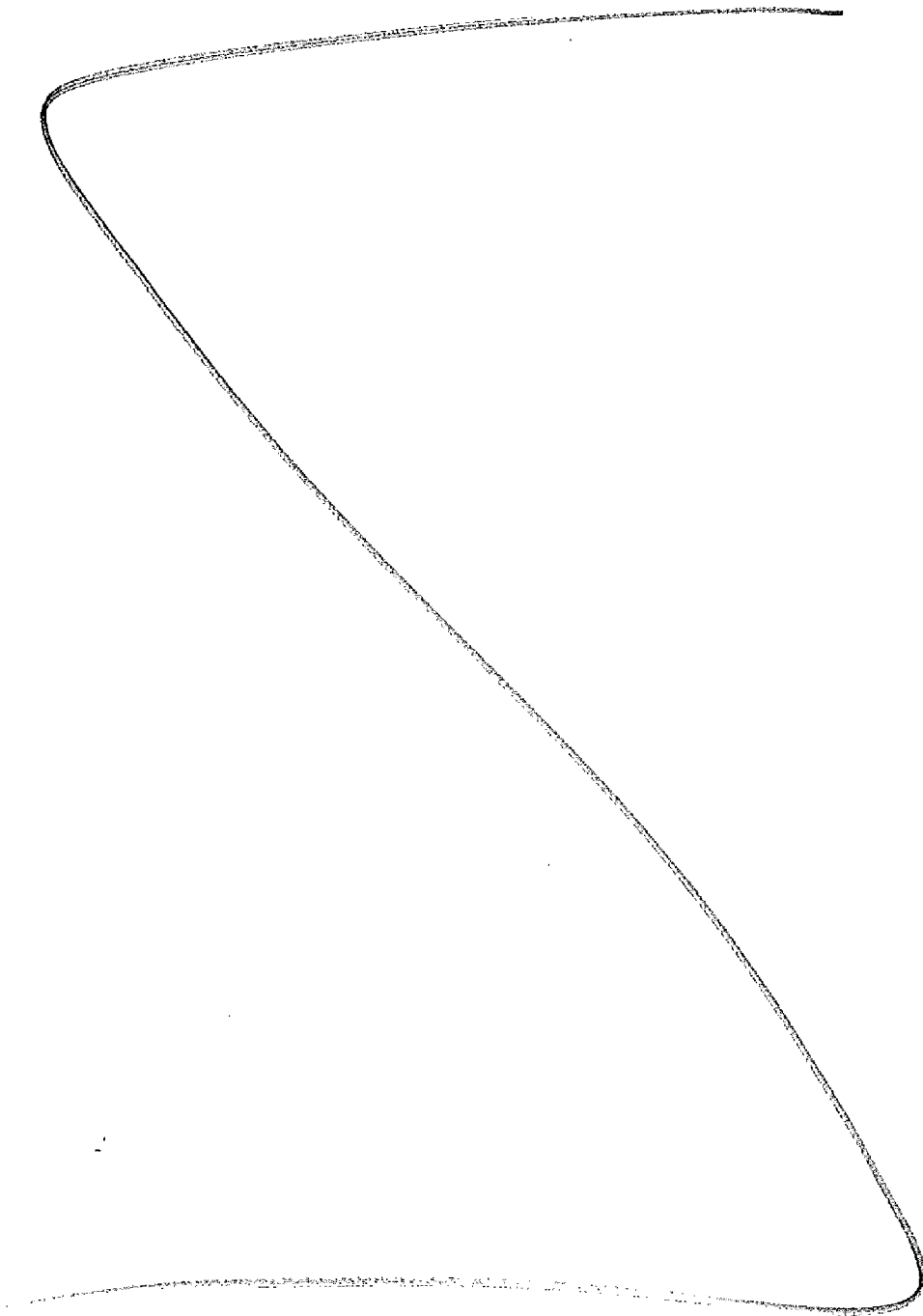
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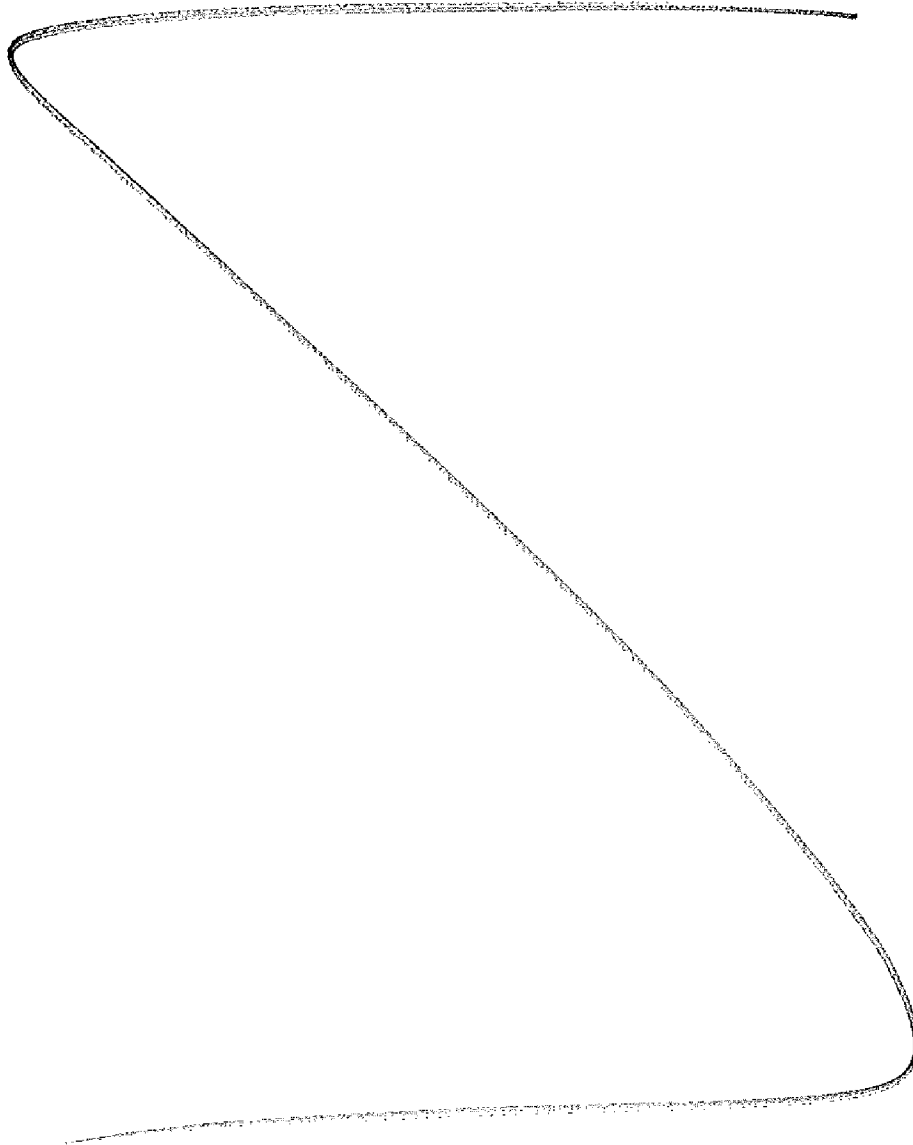






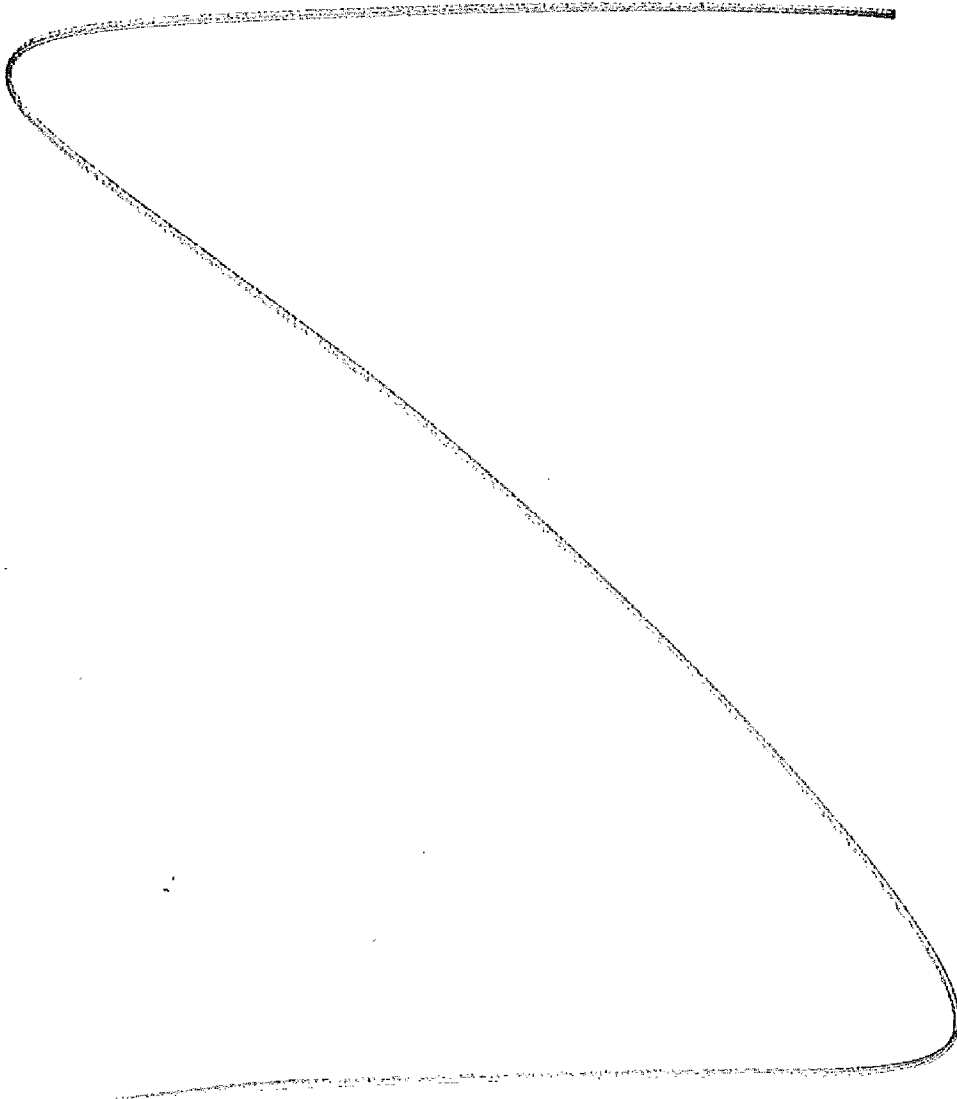
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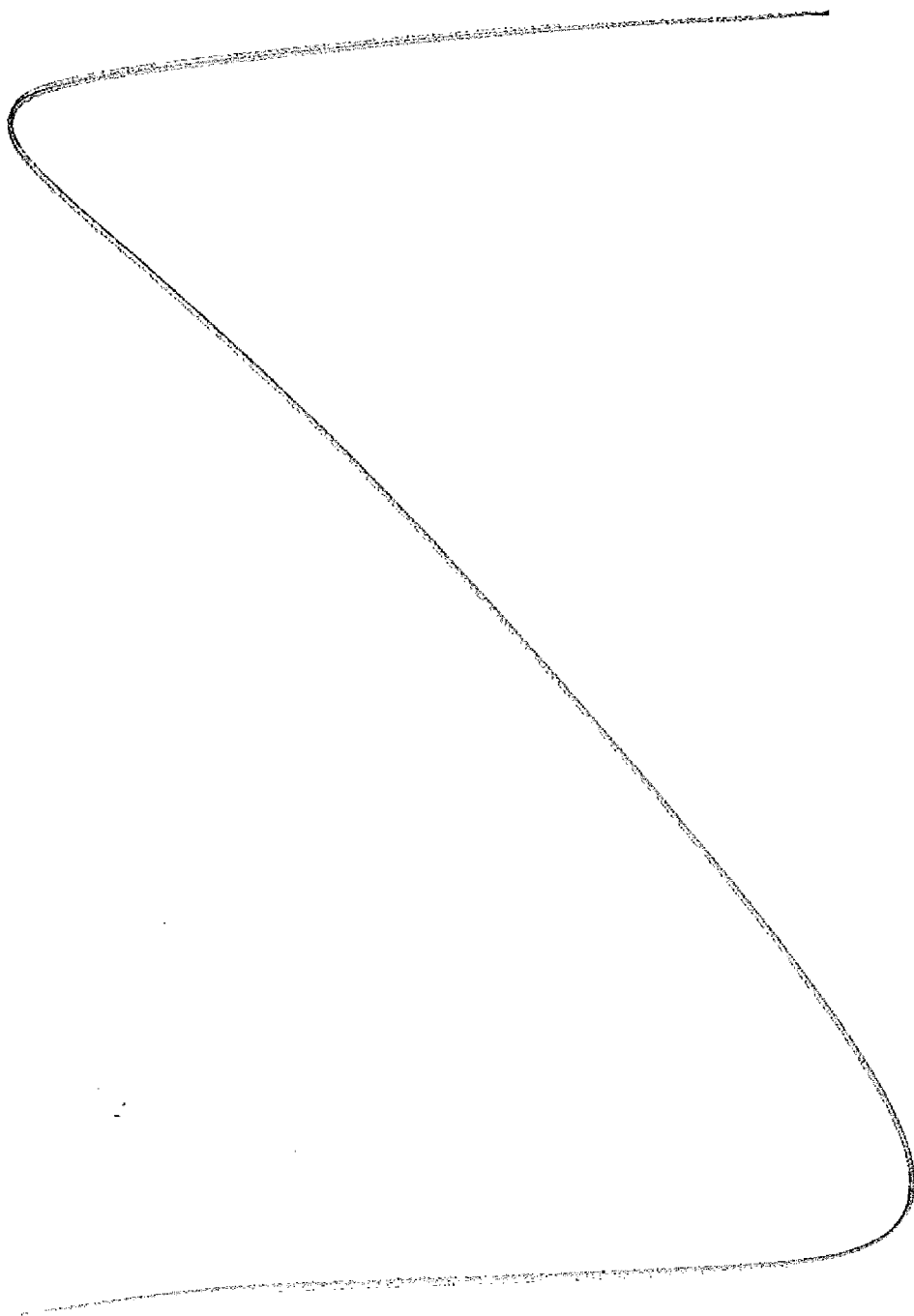
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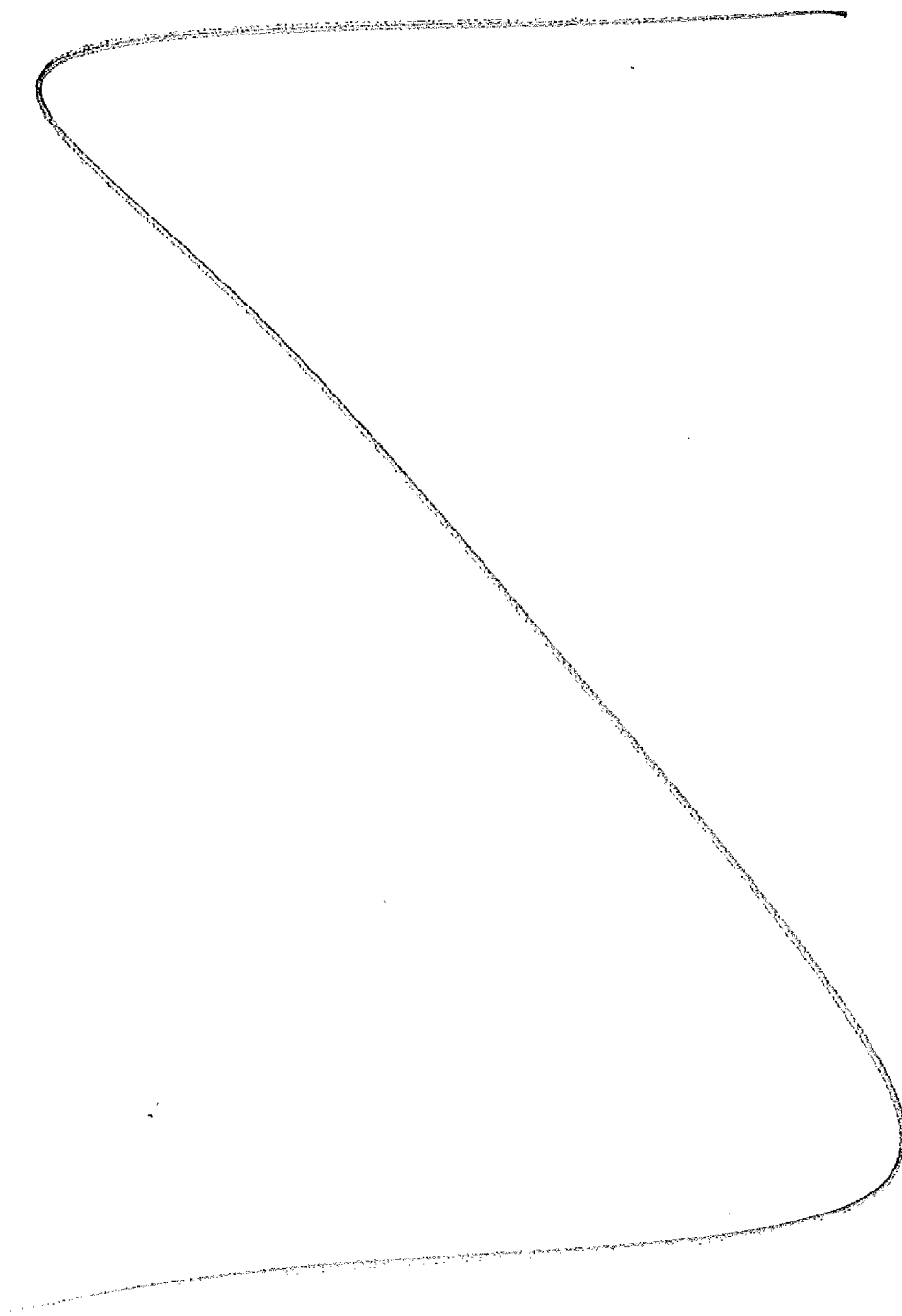


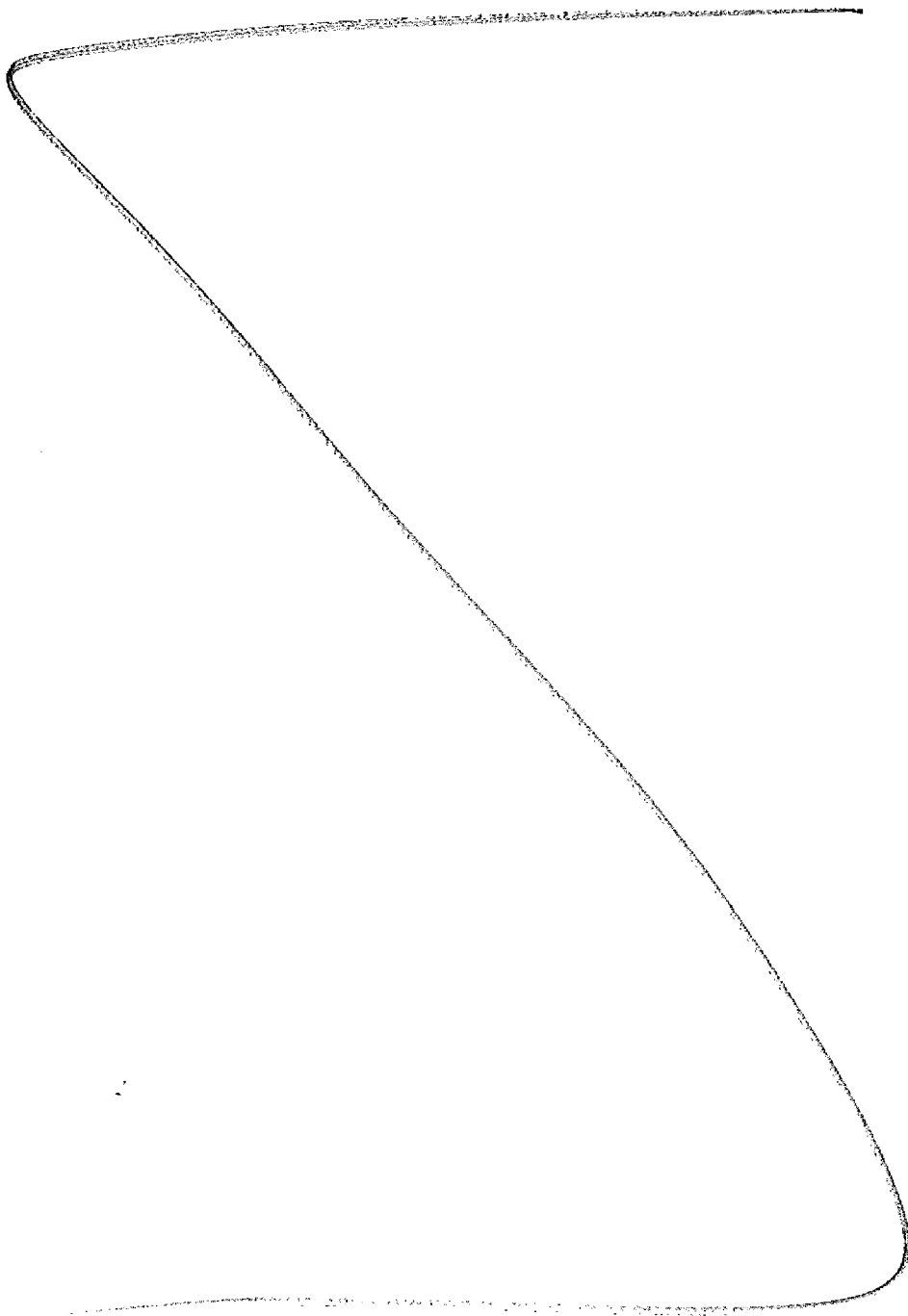
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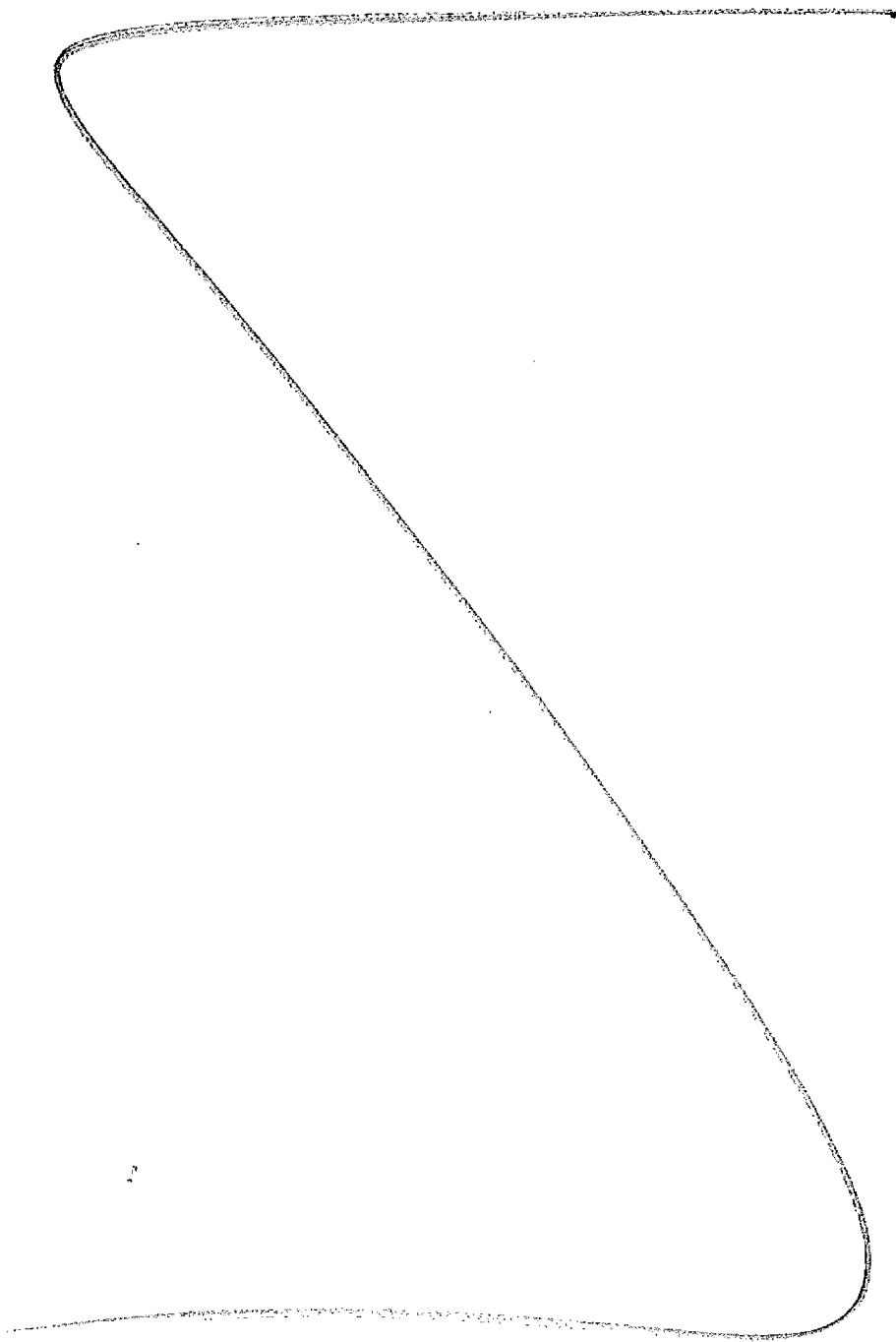
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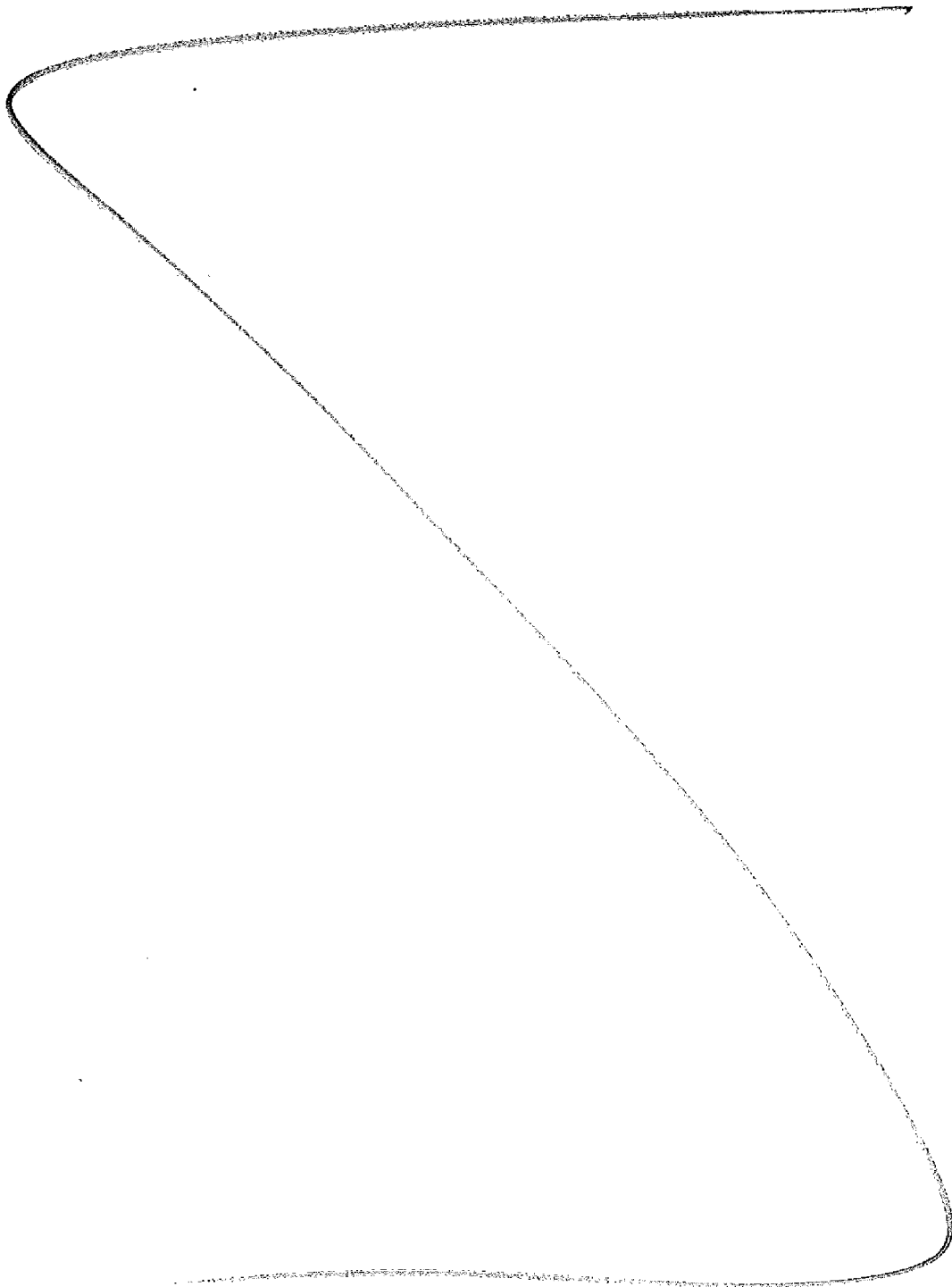


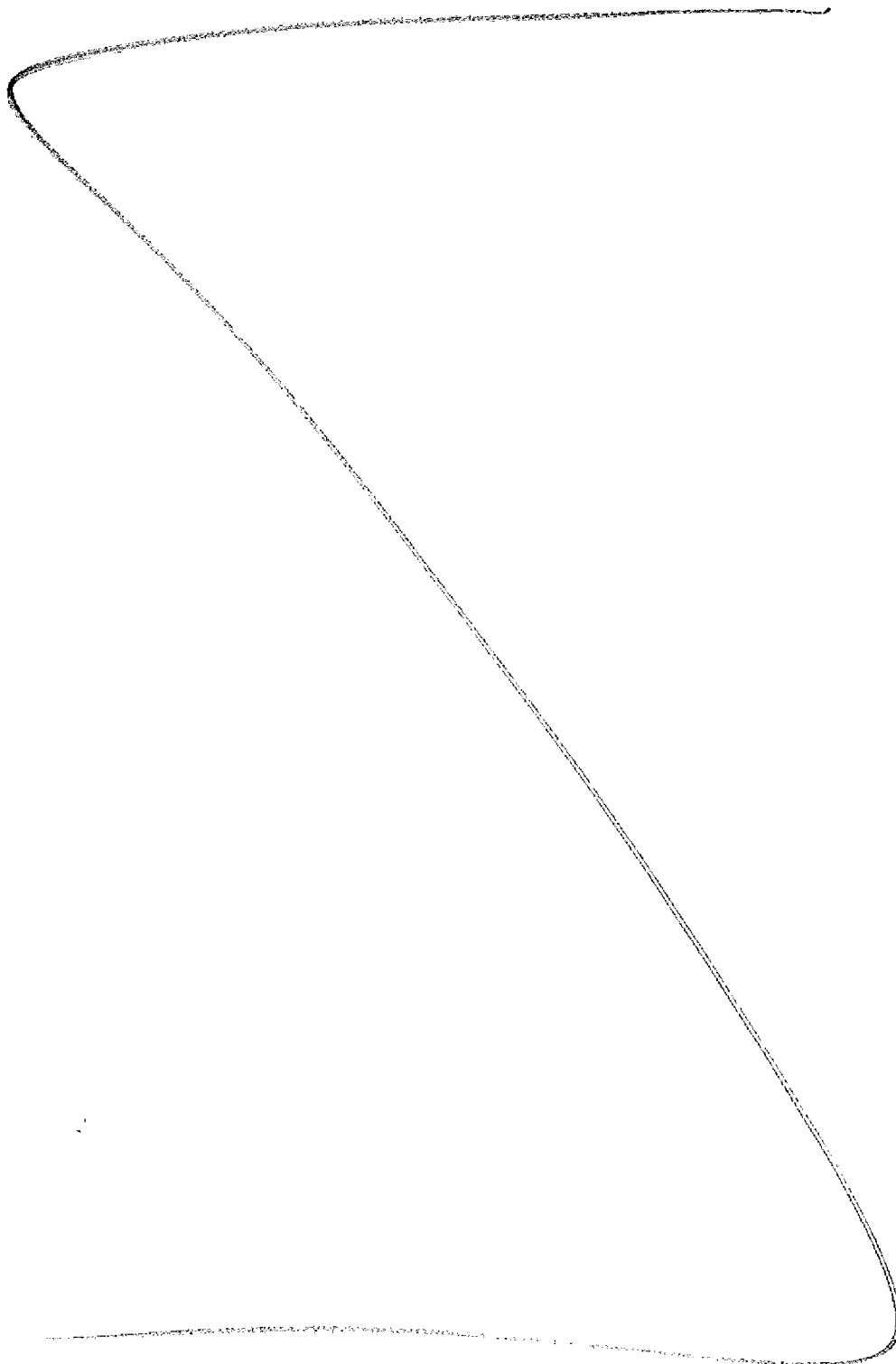


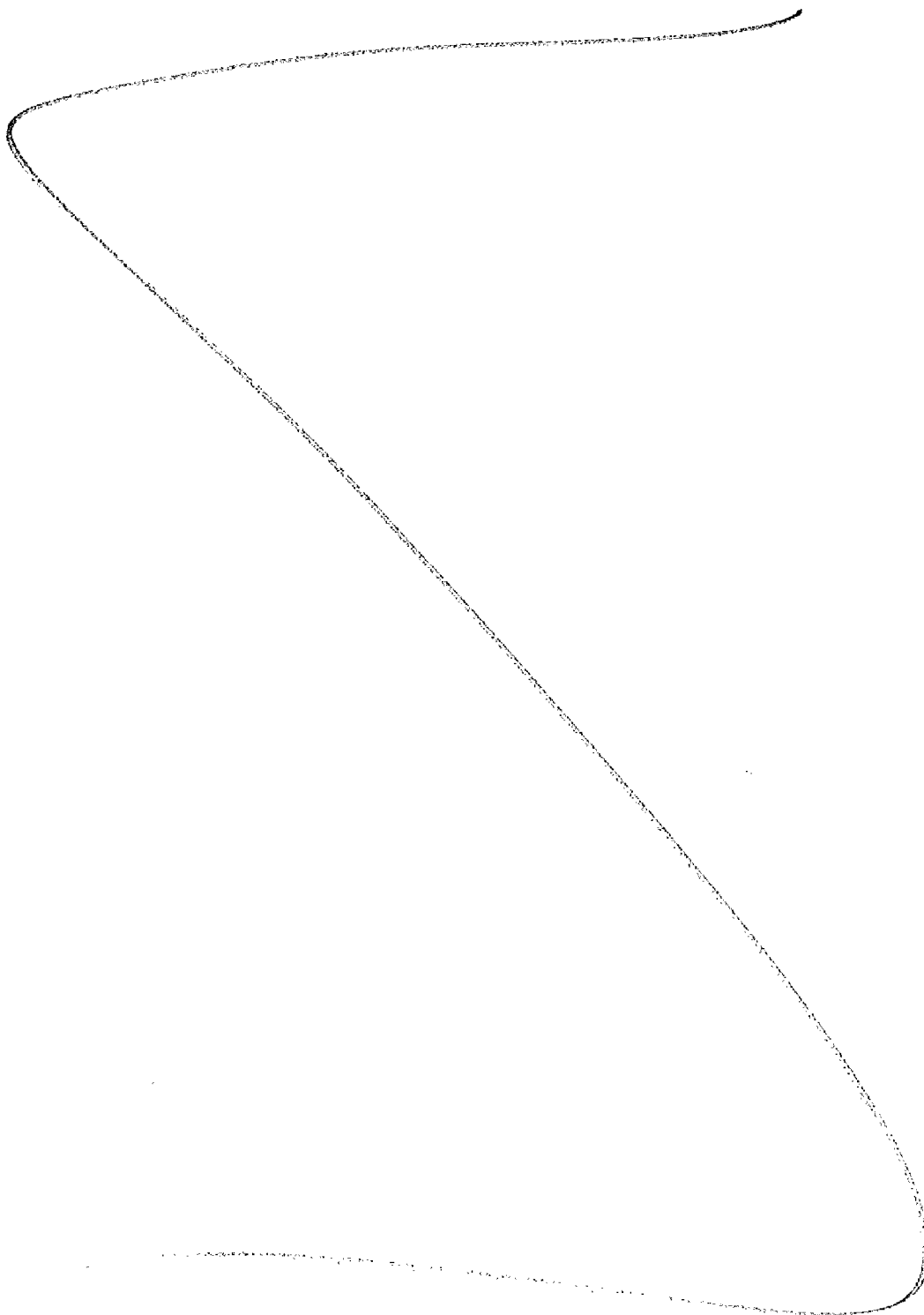


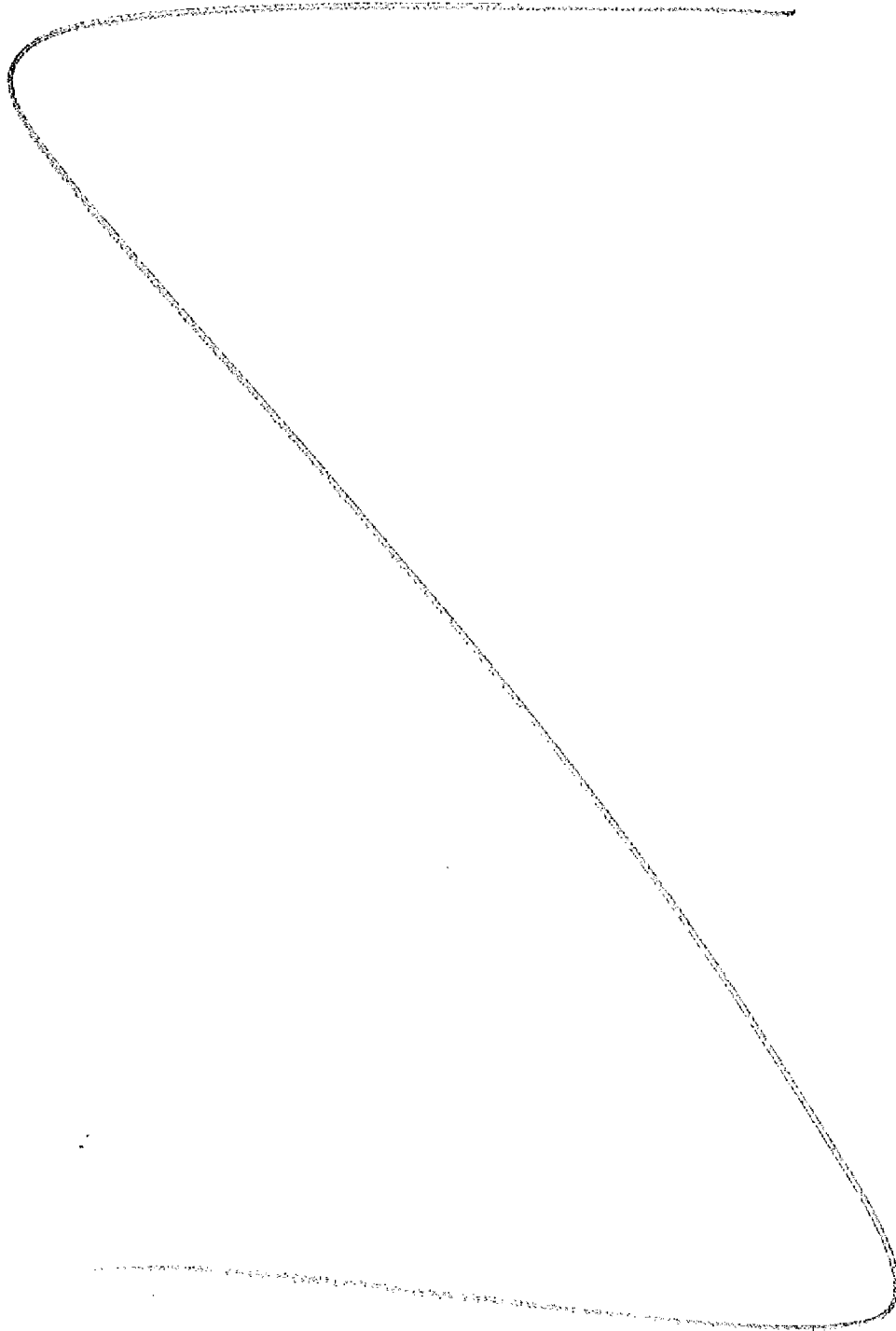


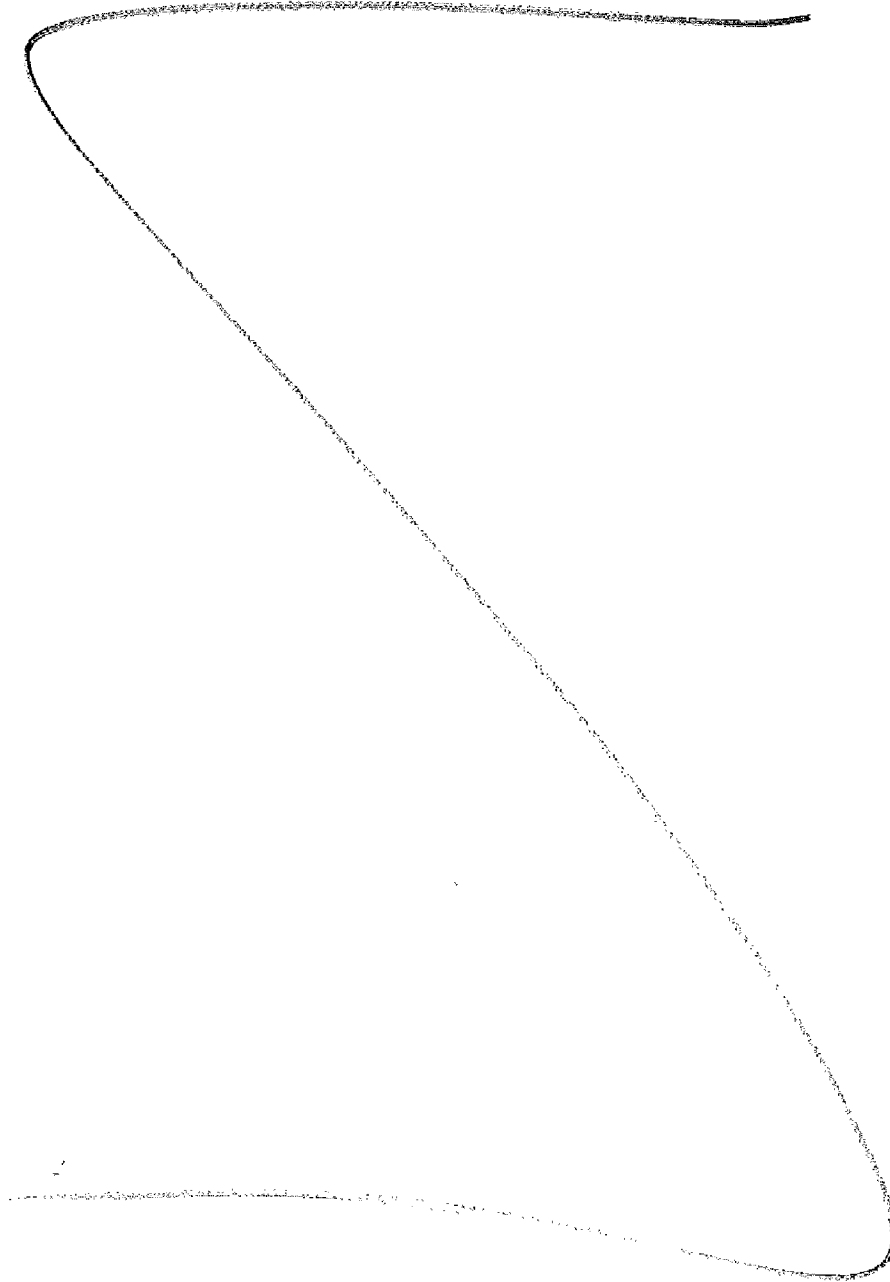


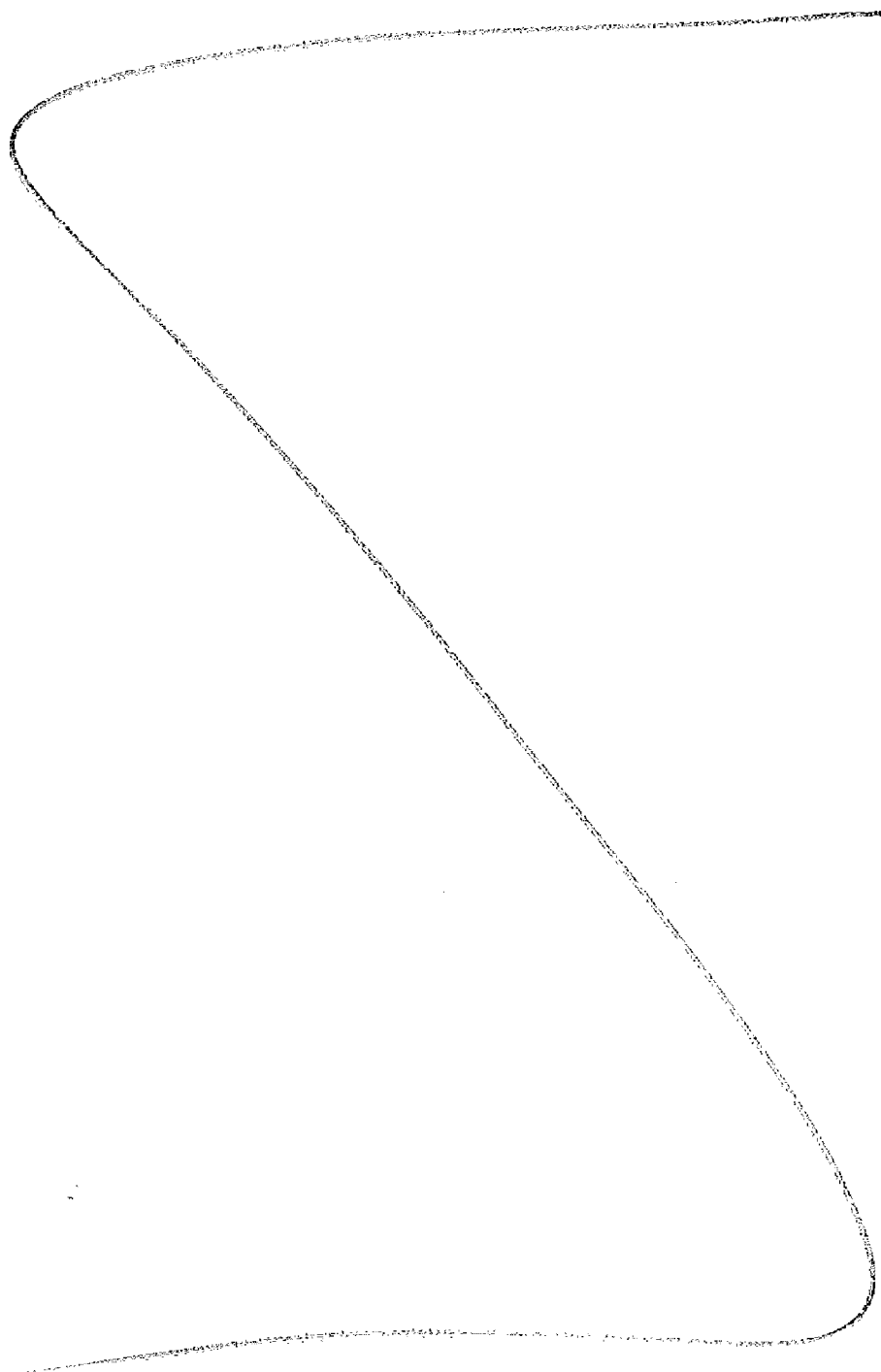


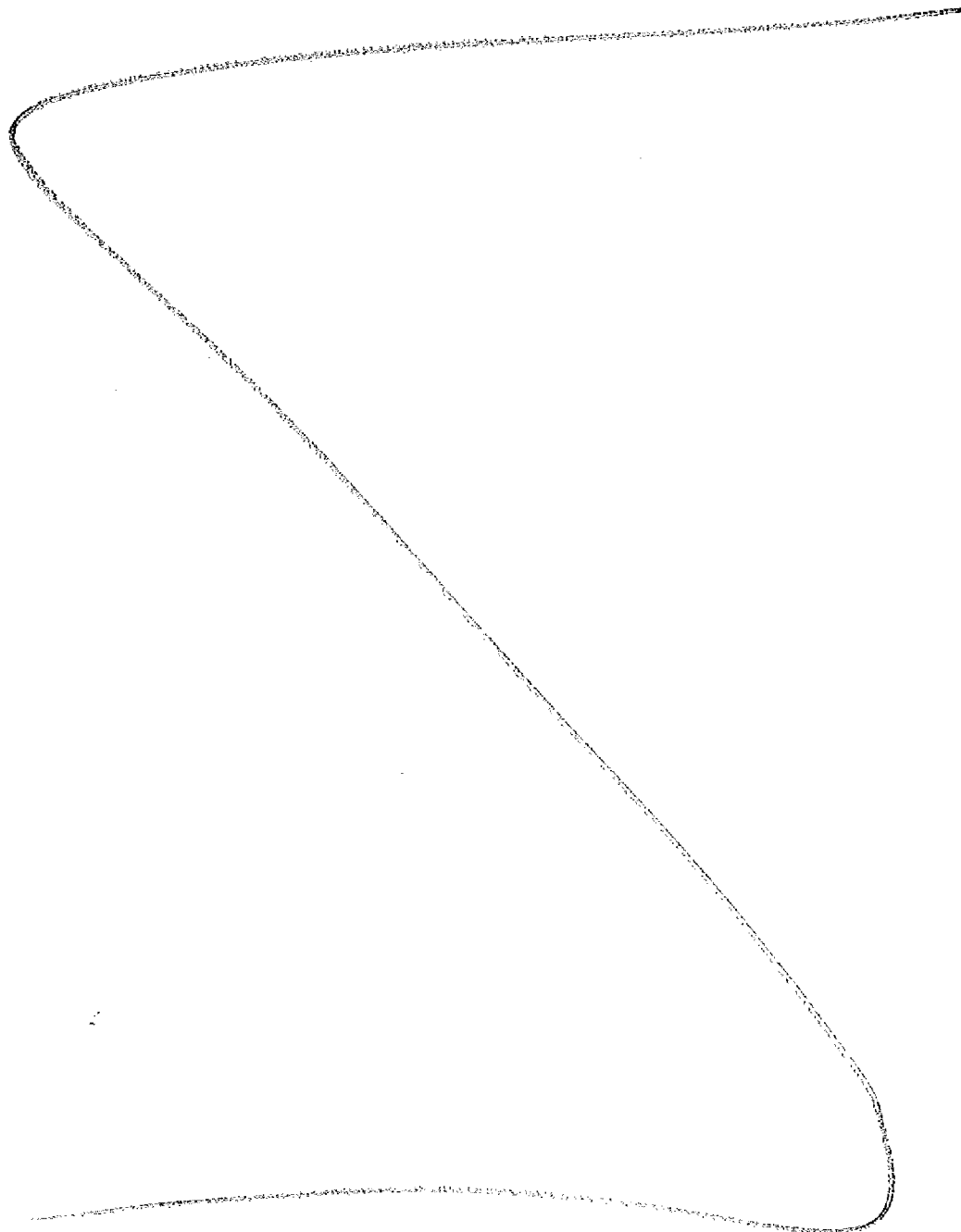


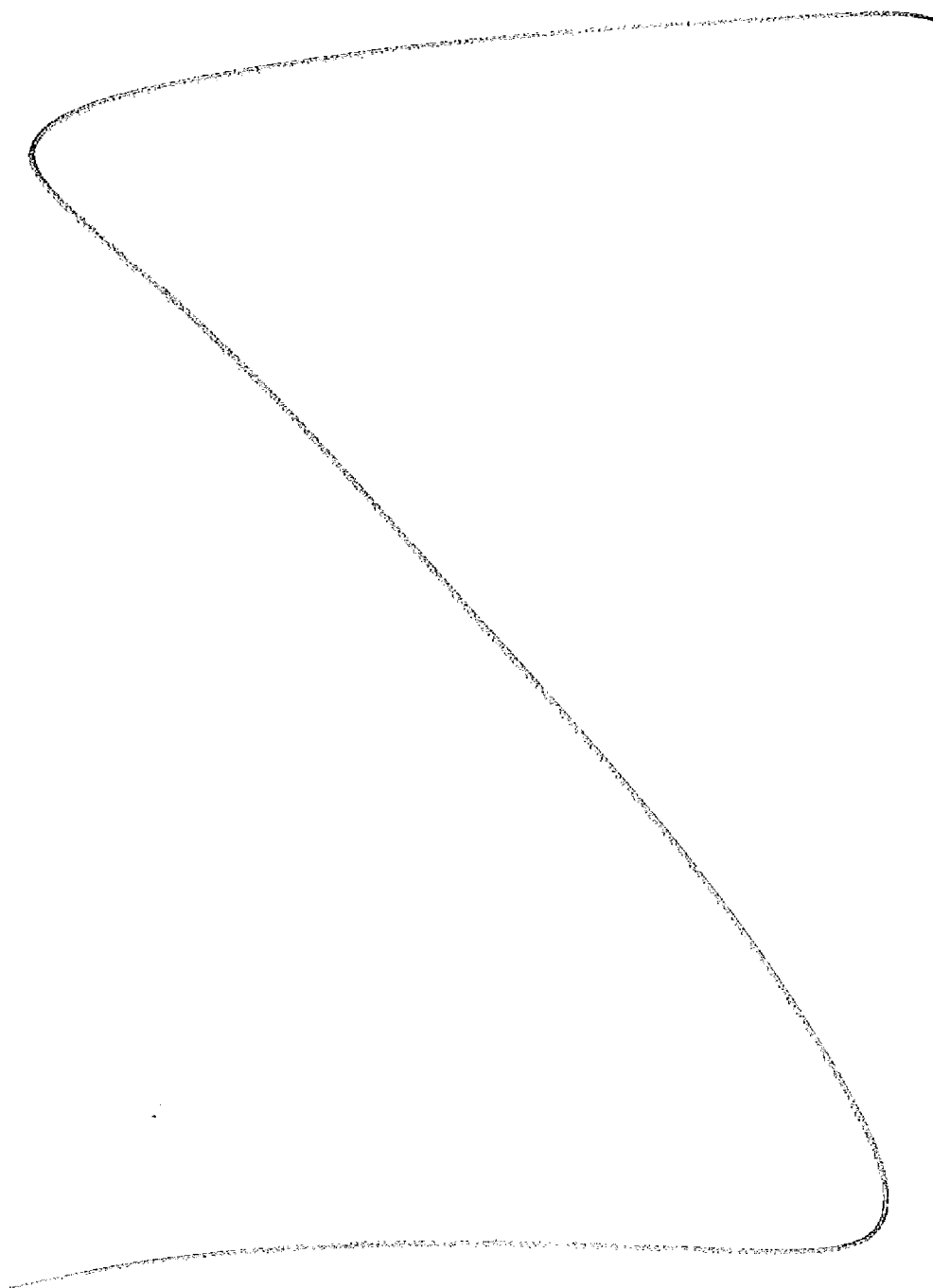


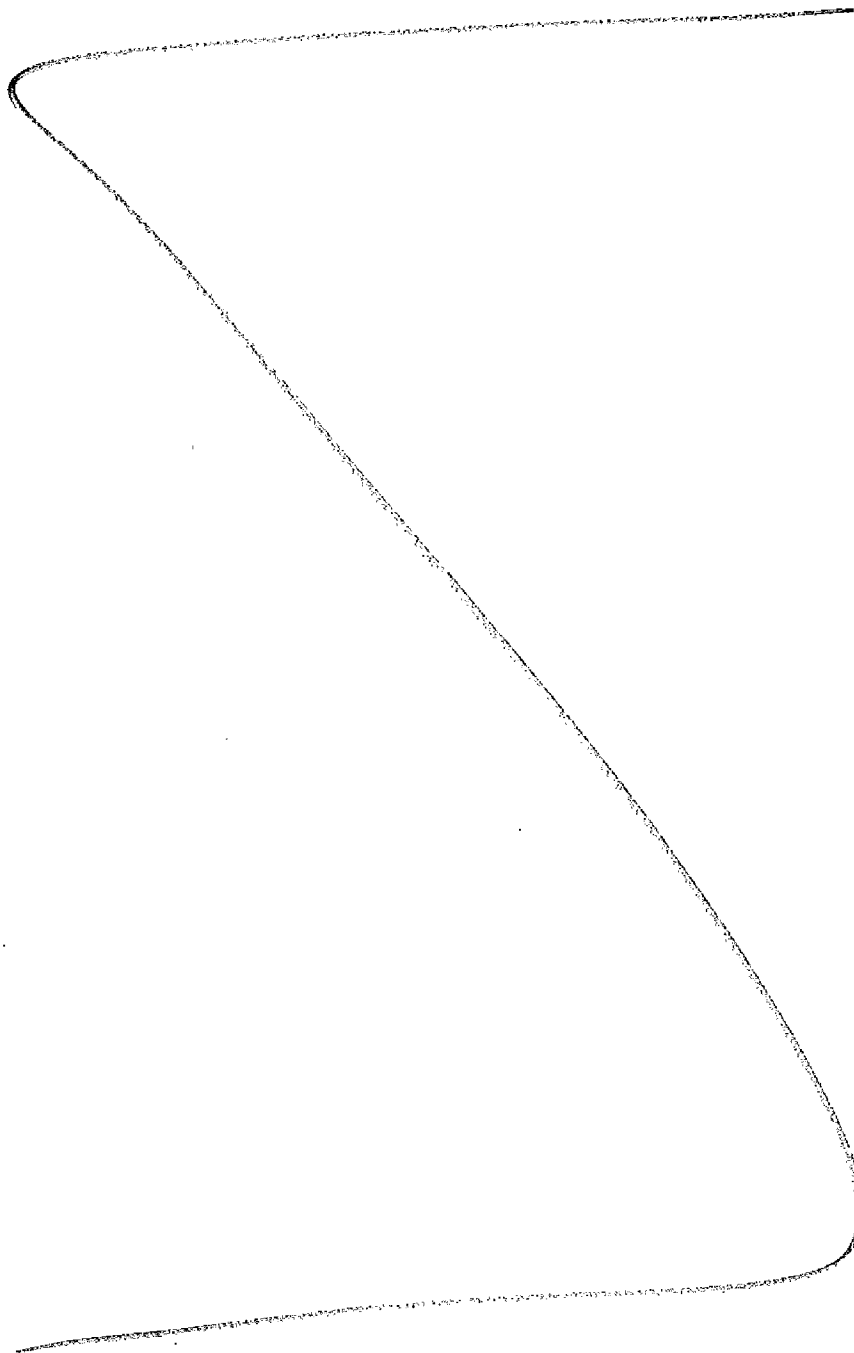


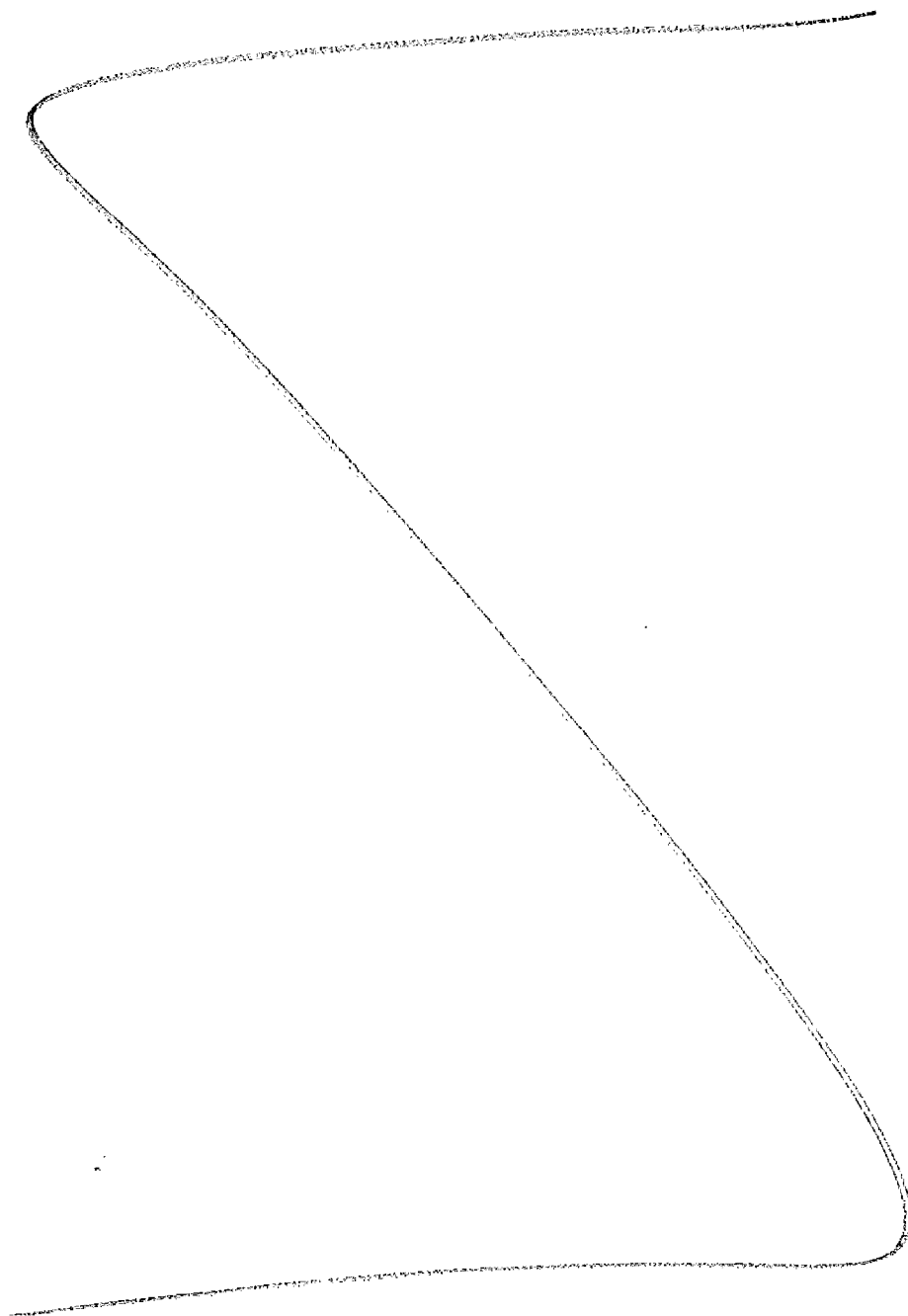


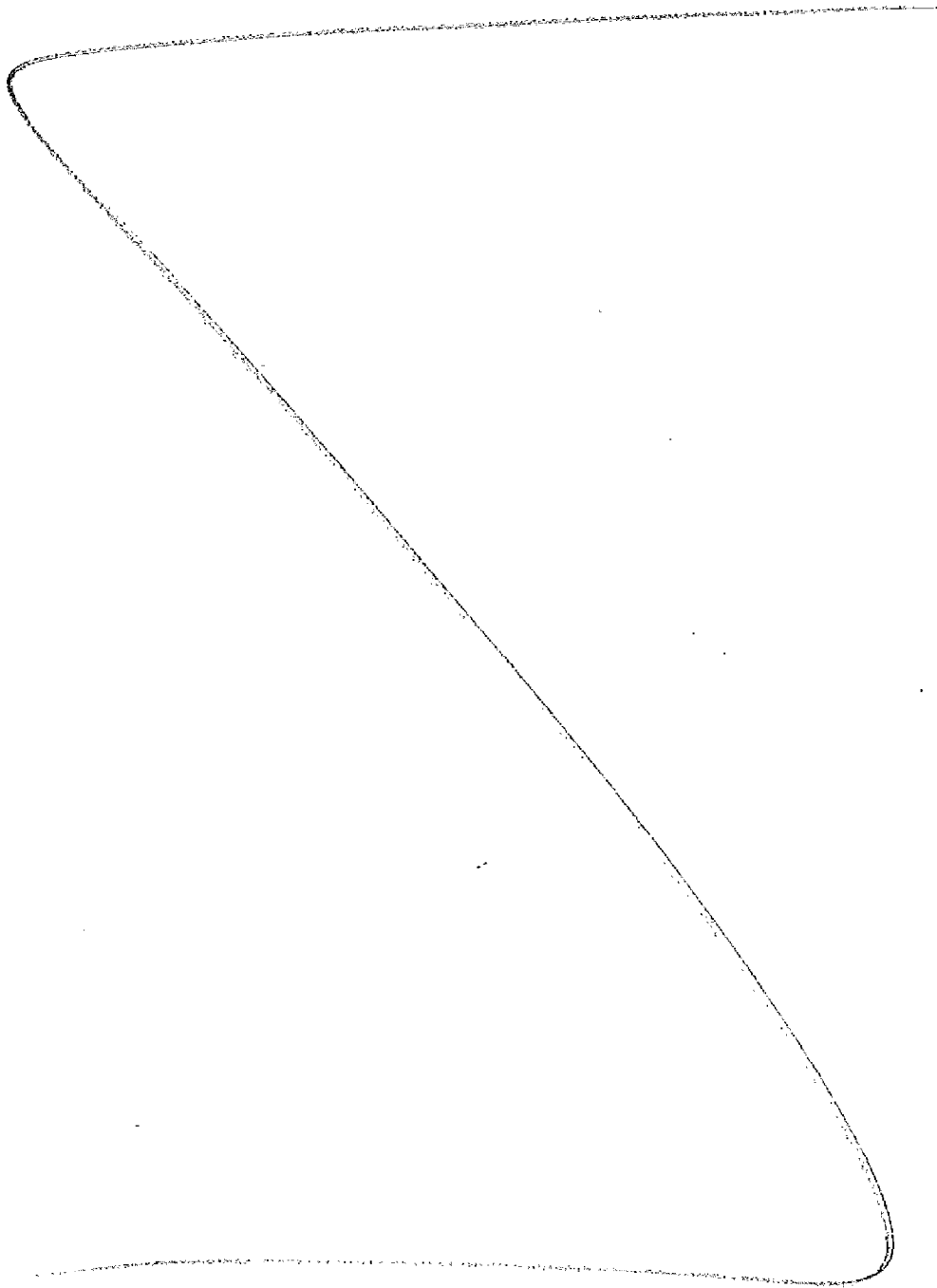


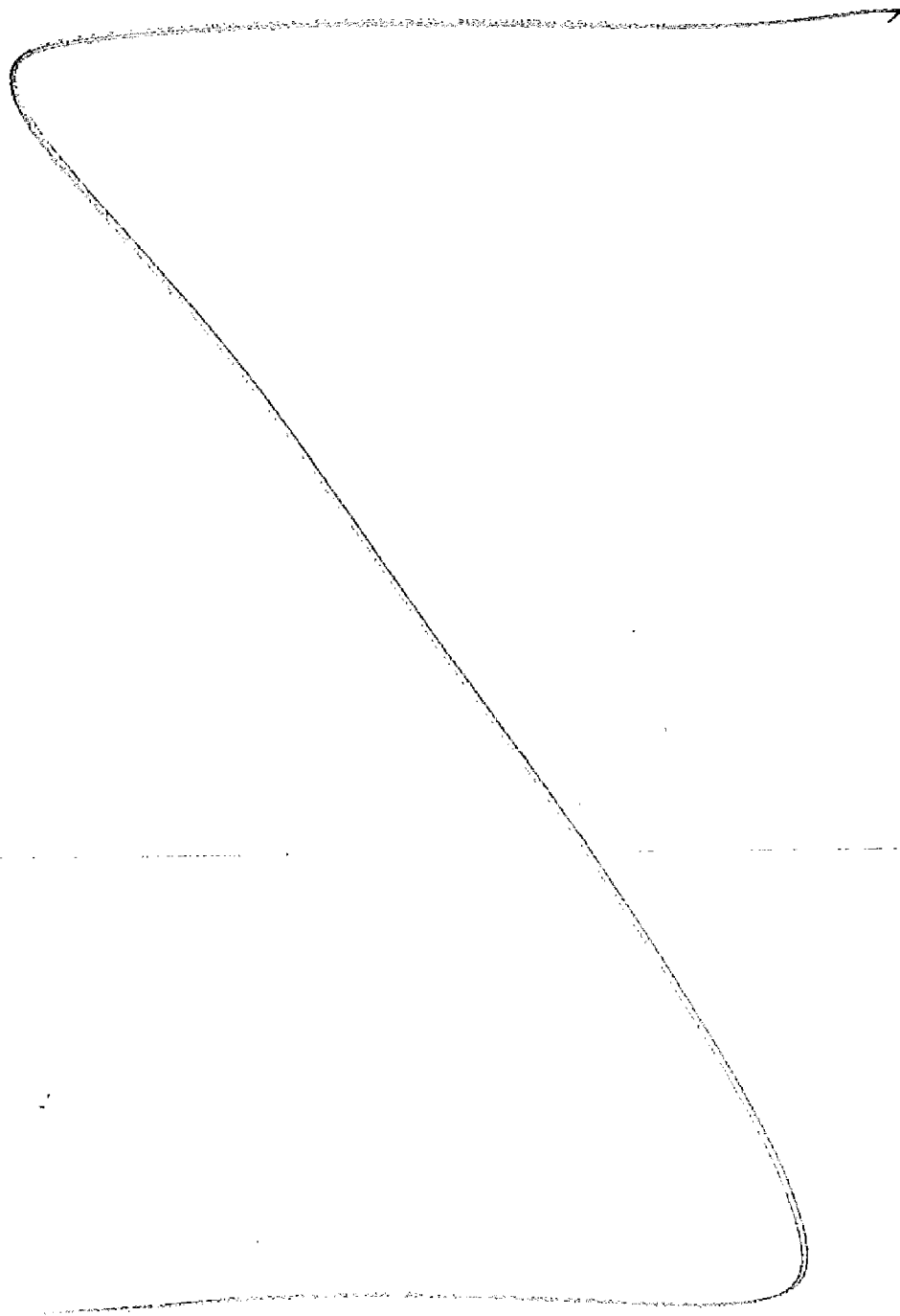




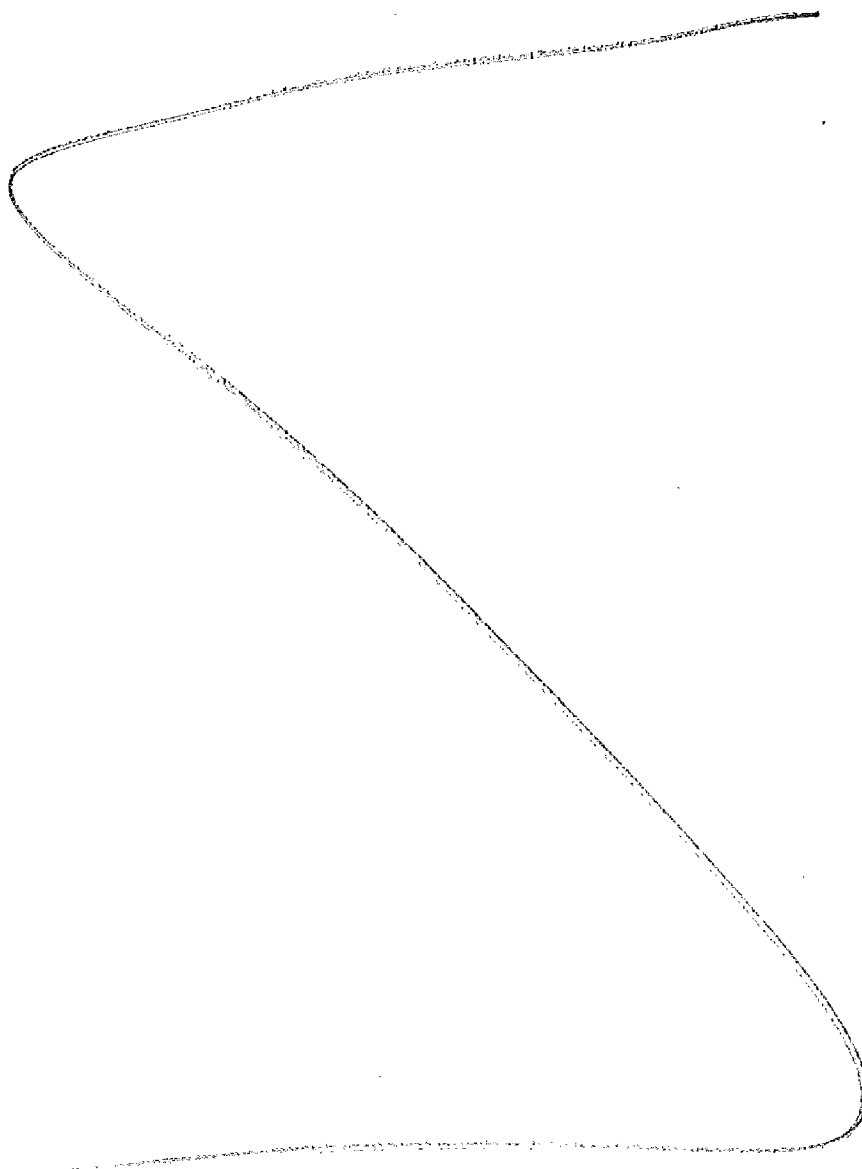






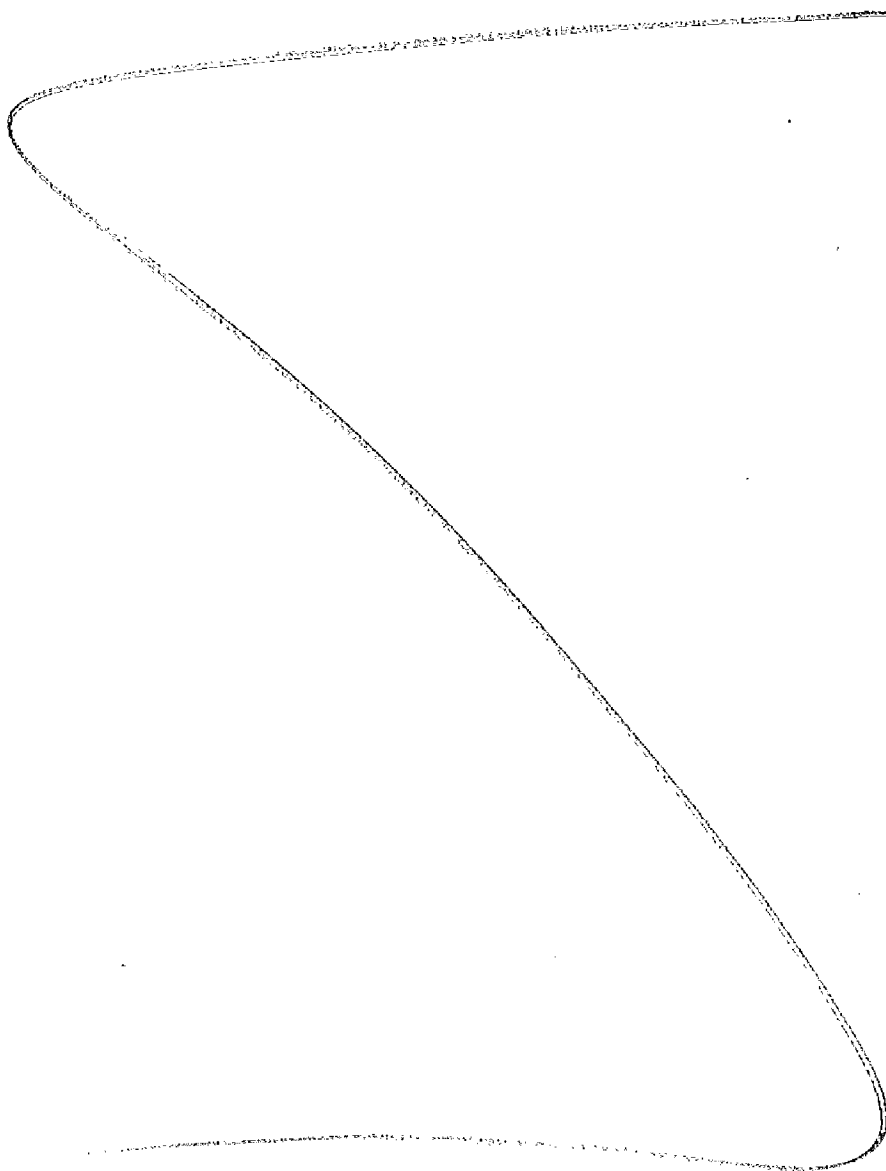


DUE DILIGENCE REPORT ACTIONS



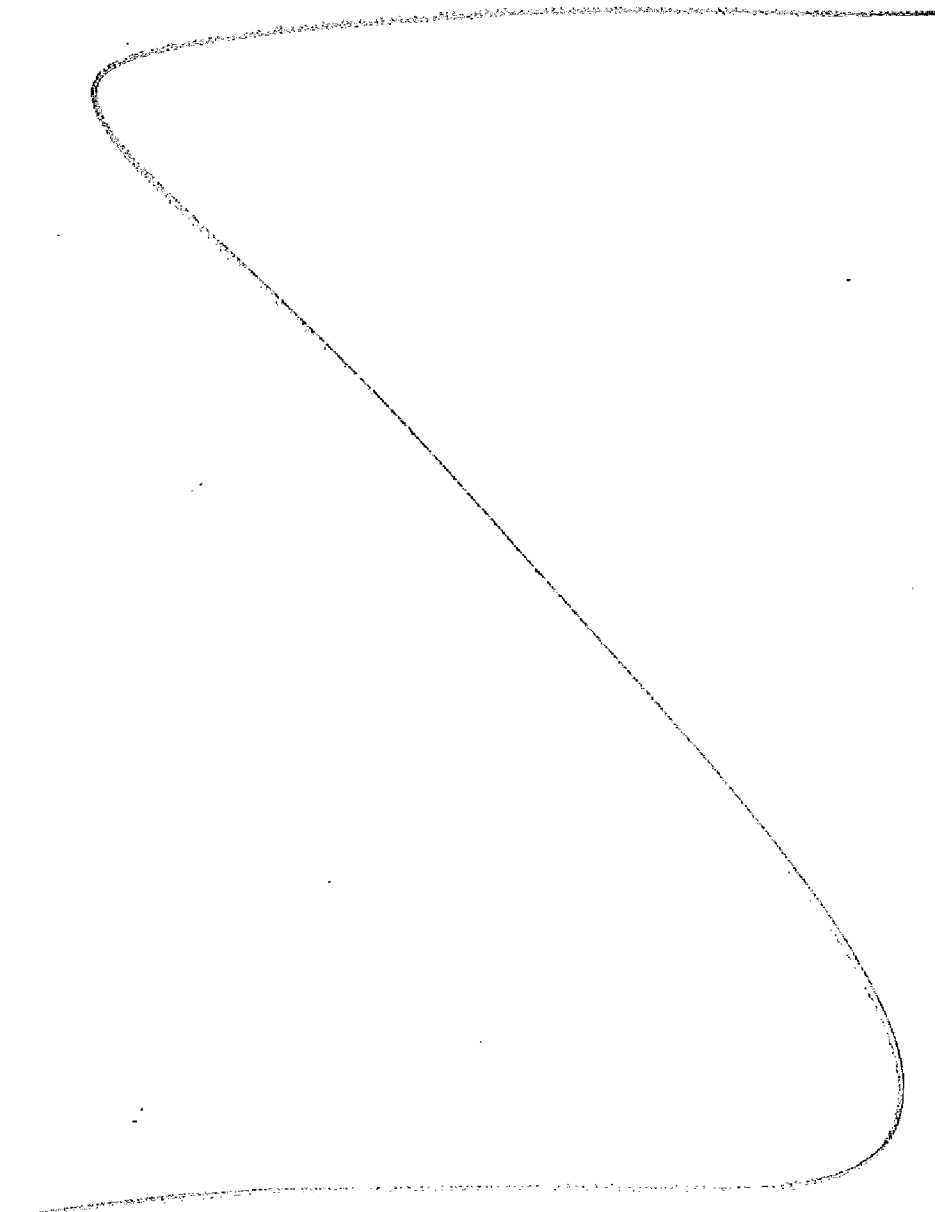
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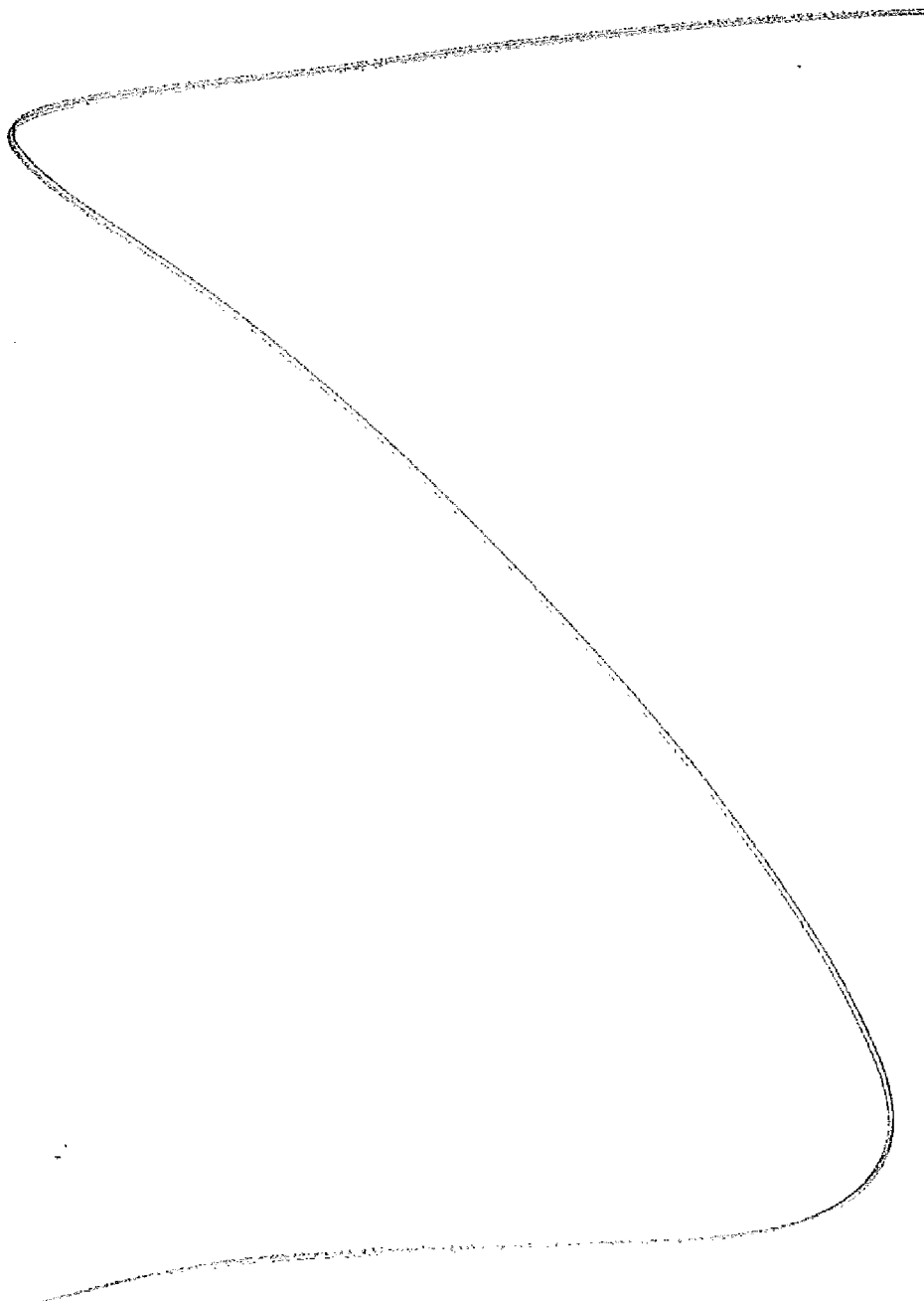
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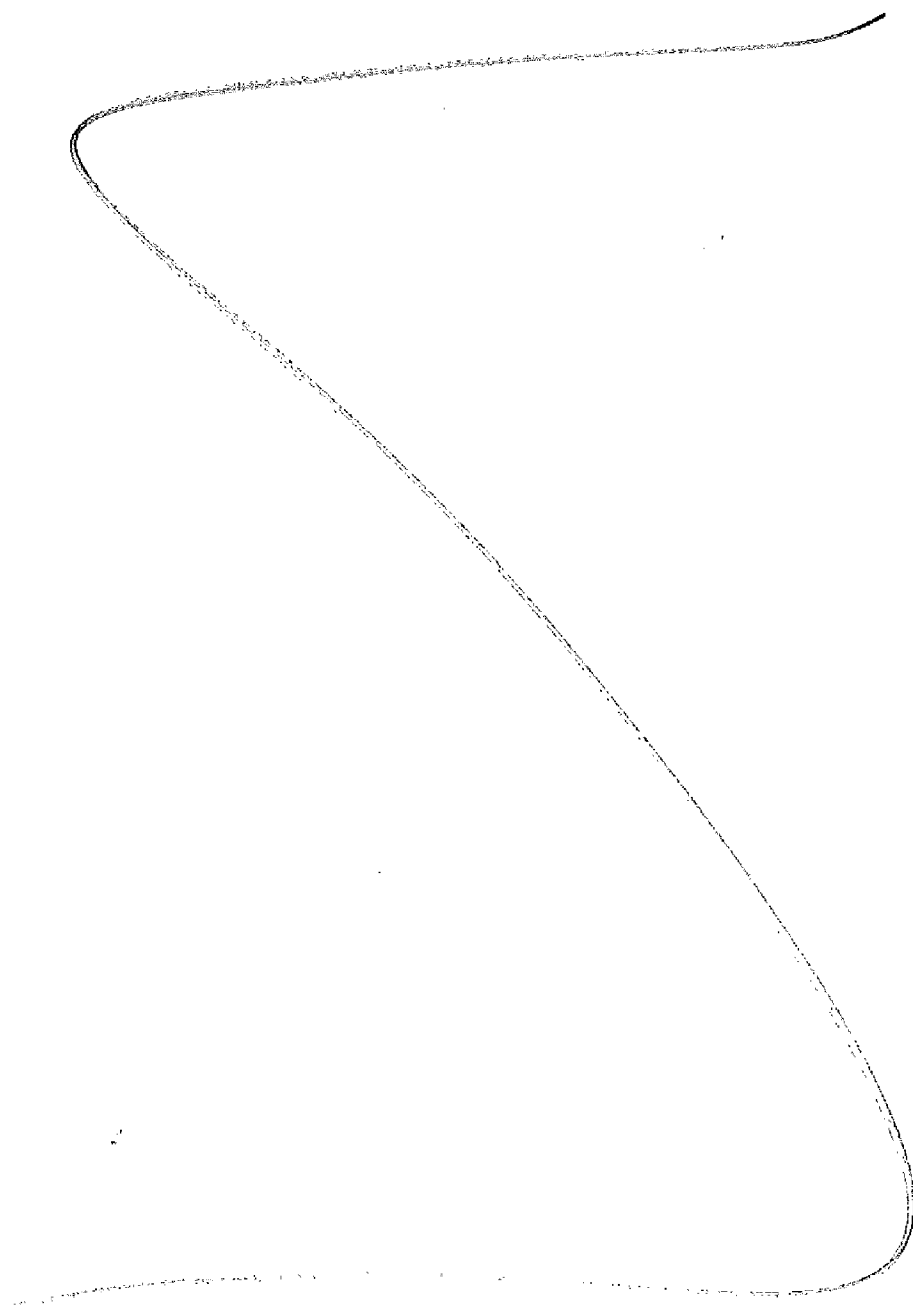


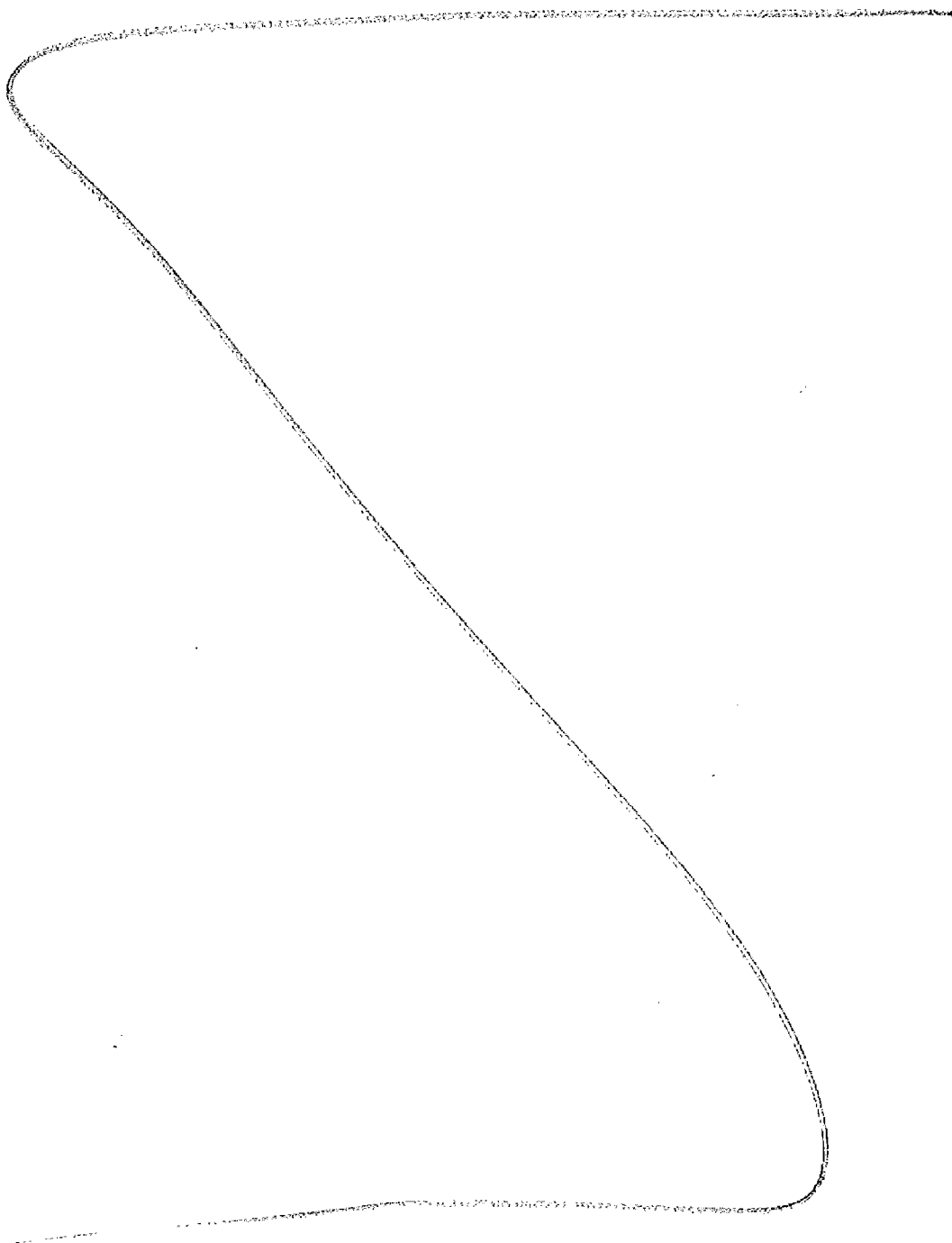
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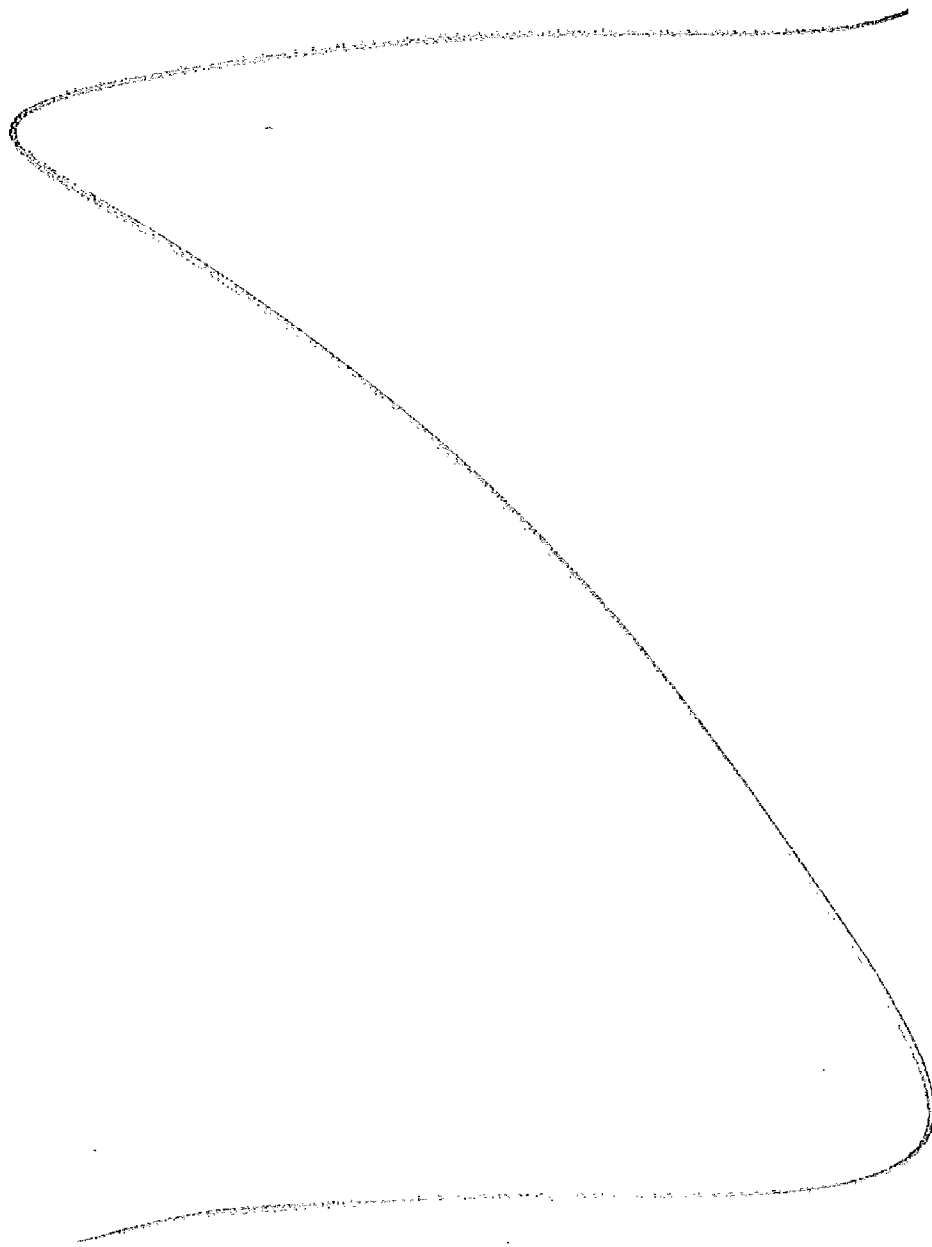


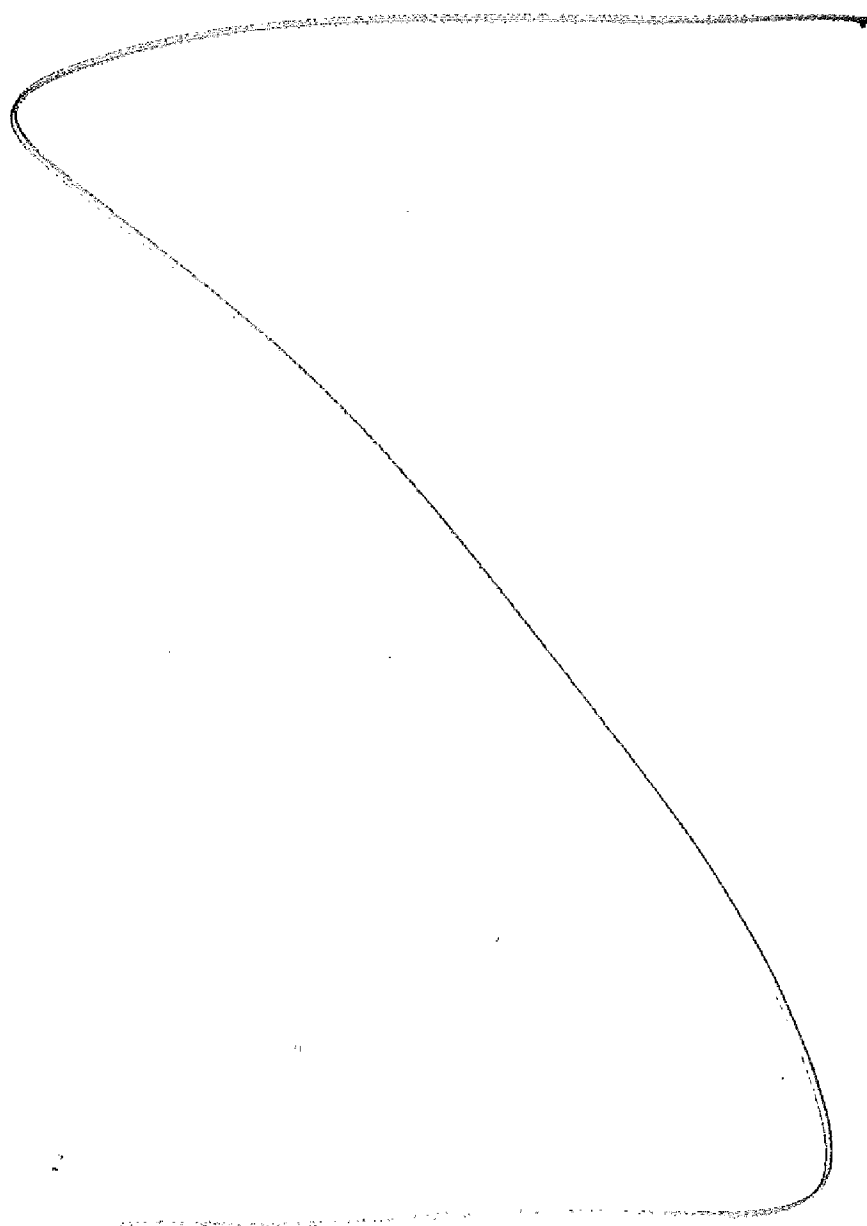


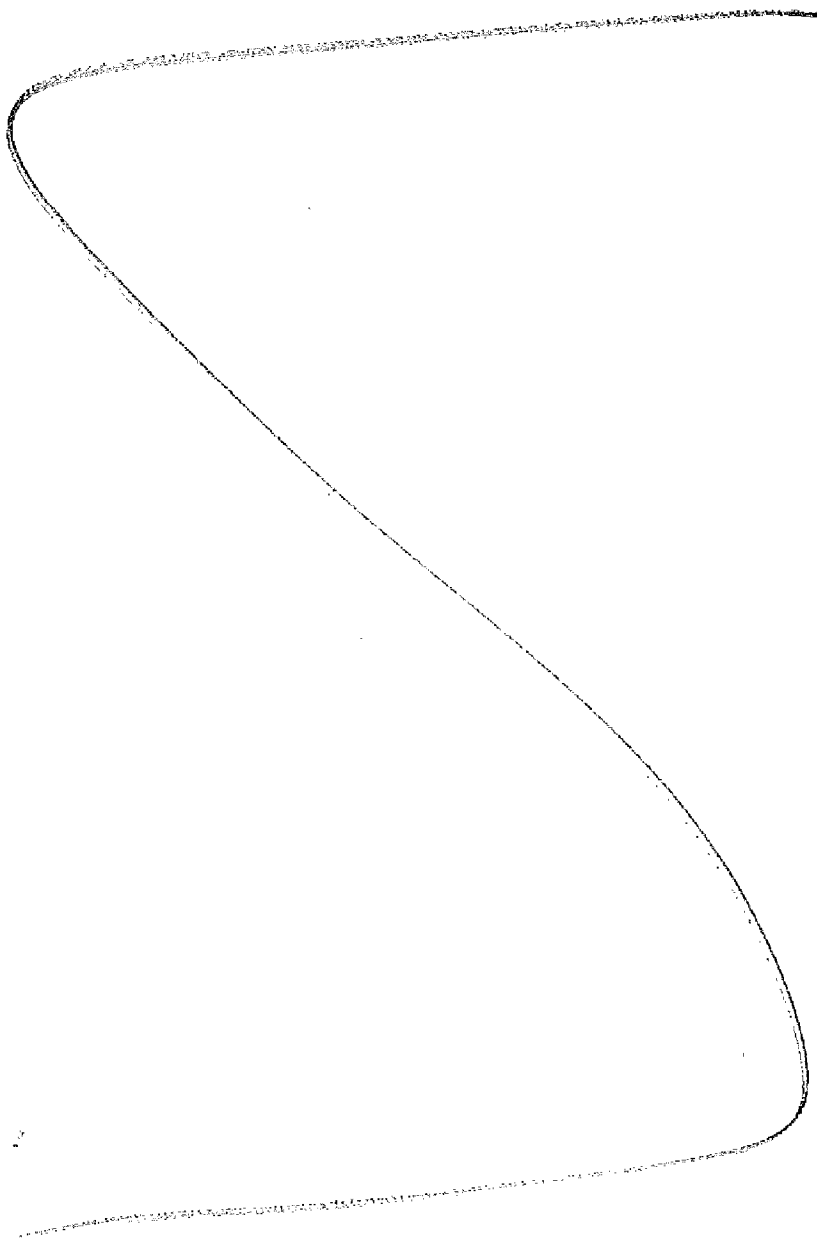


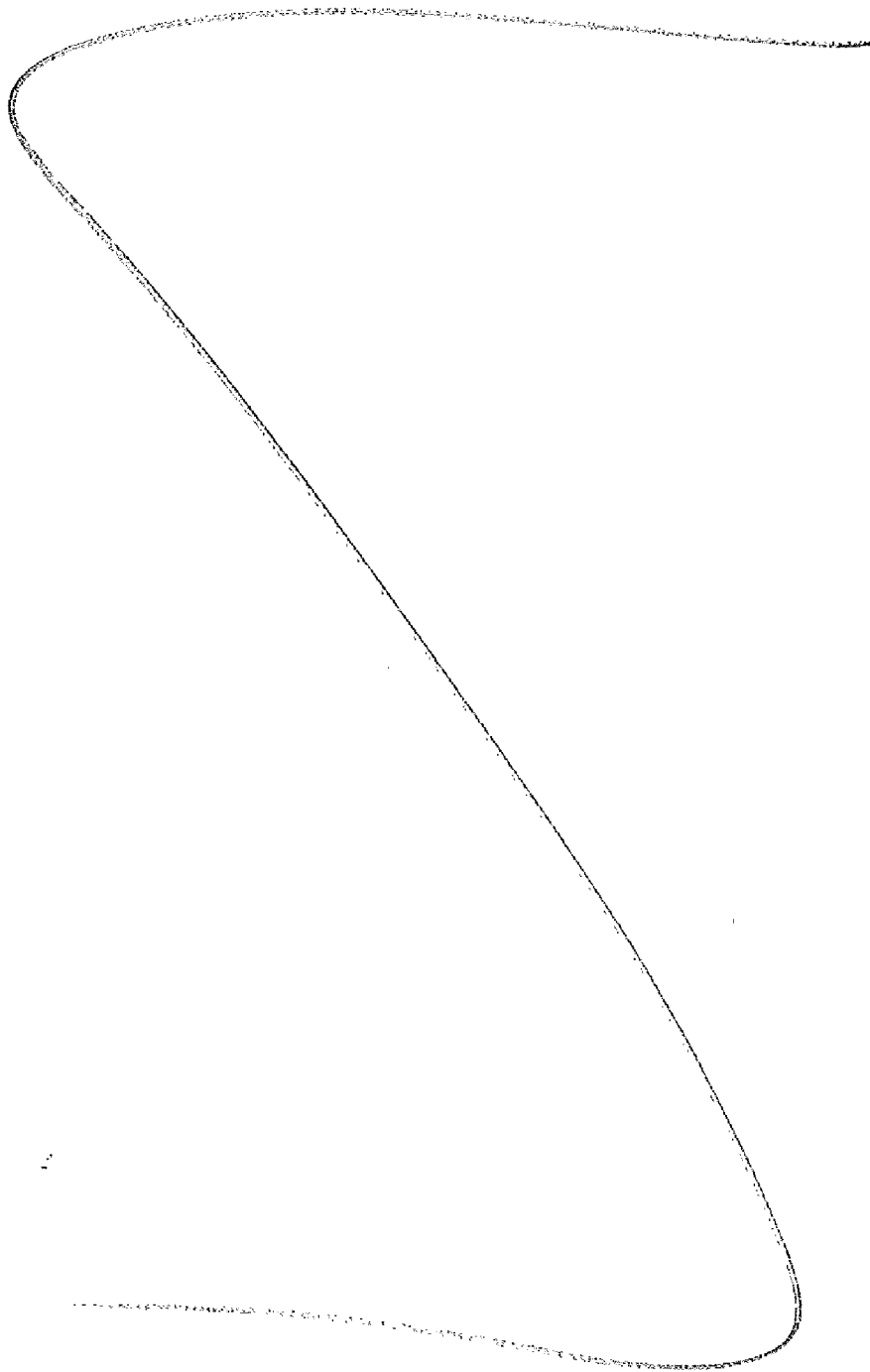


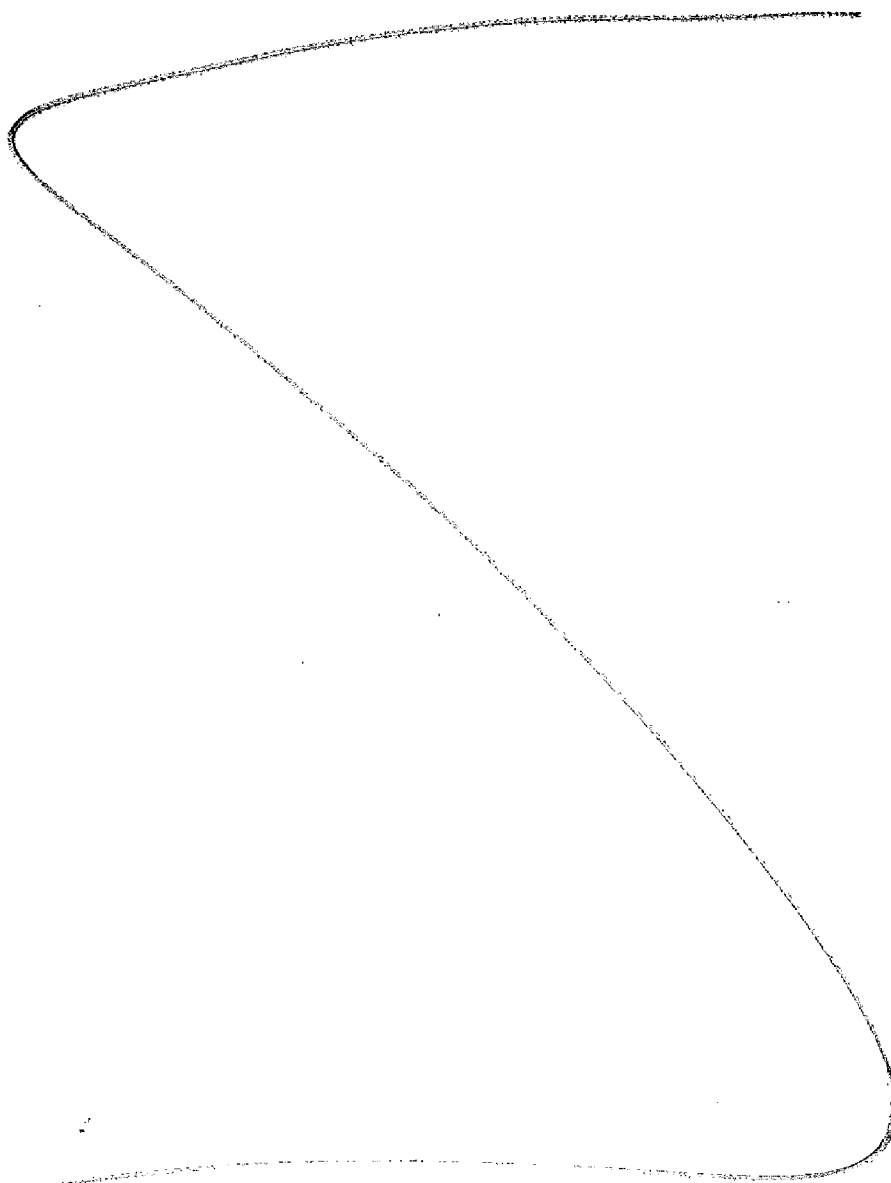


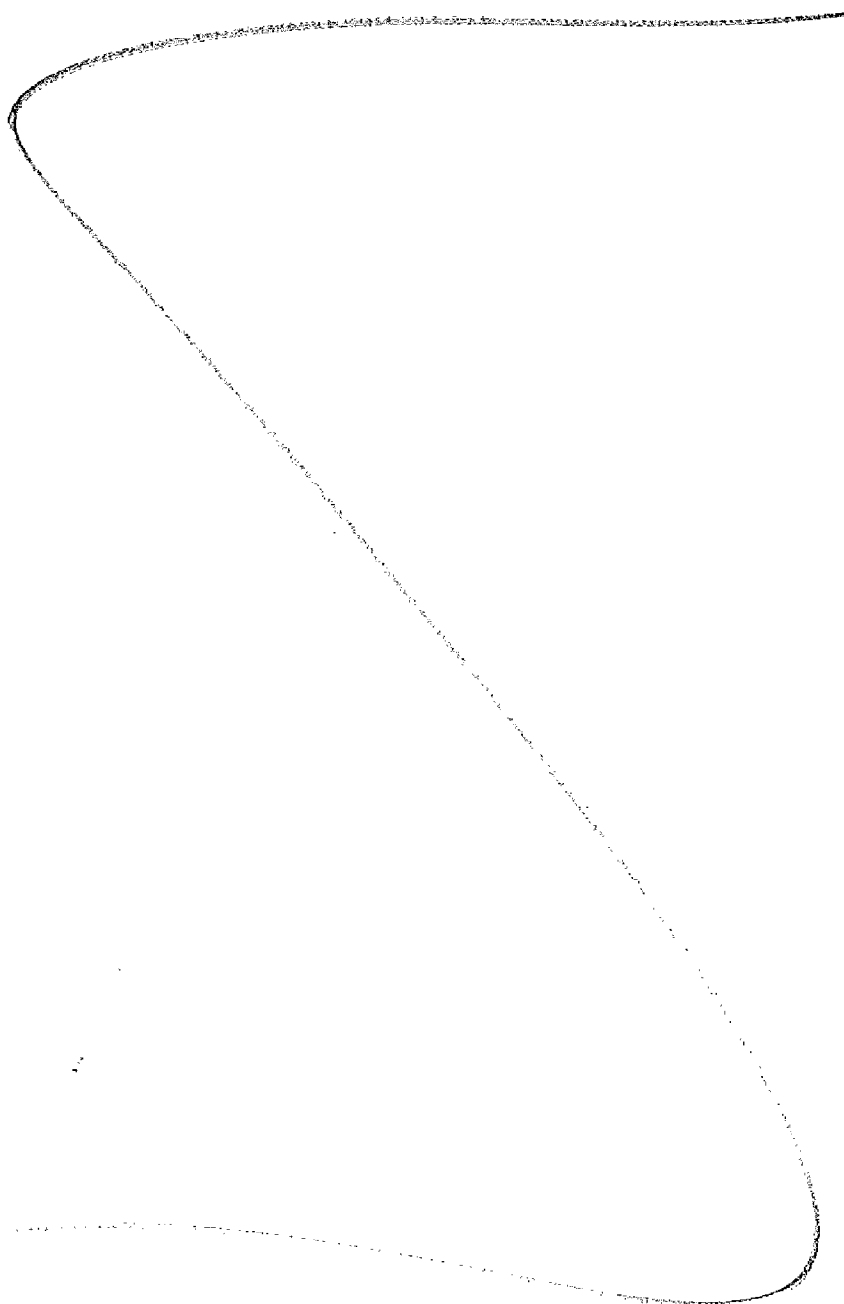


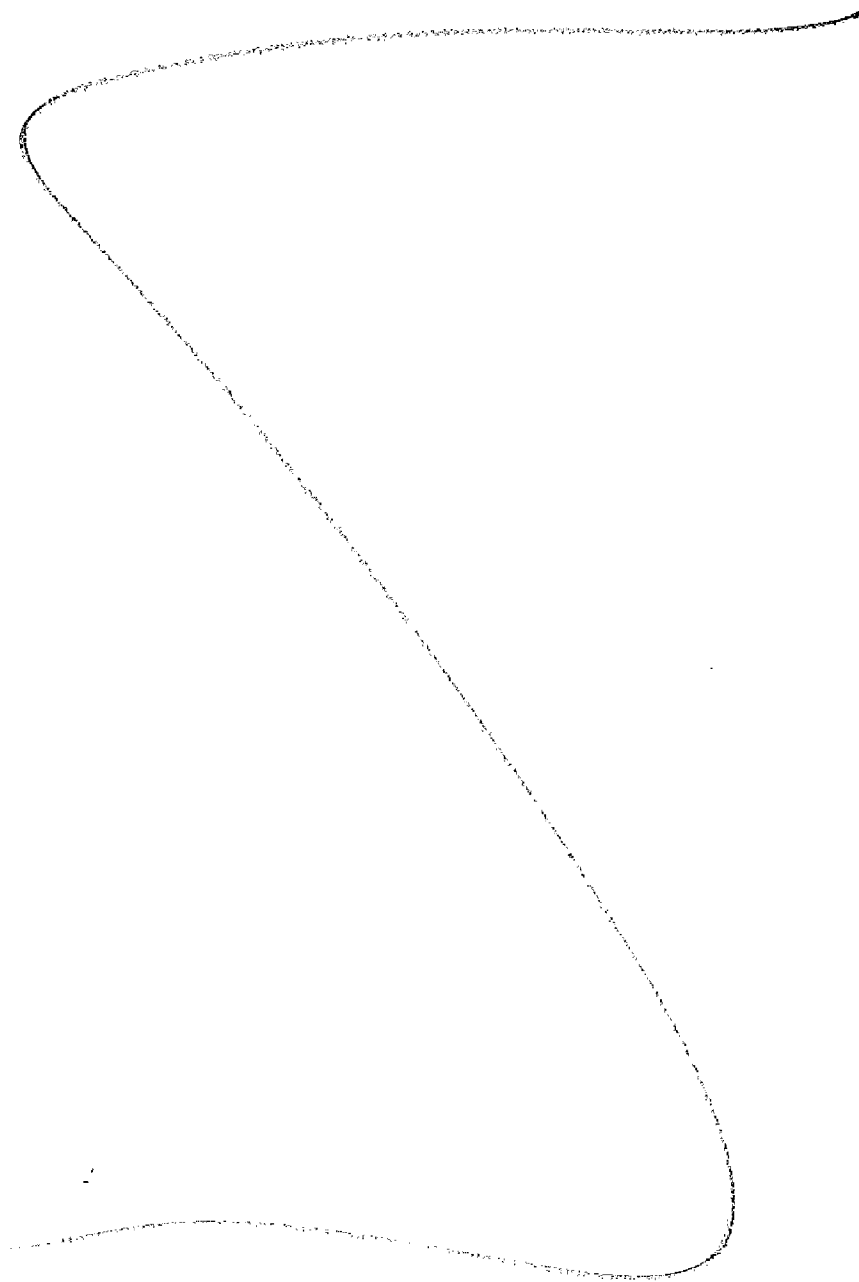




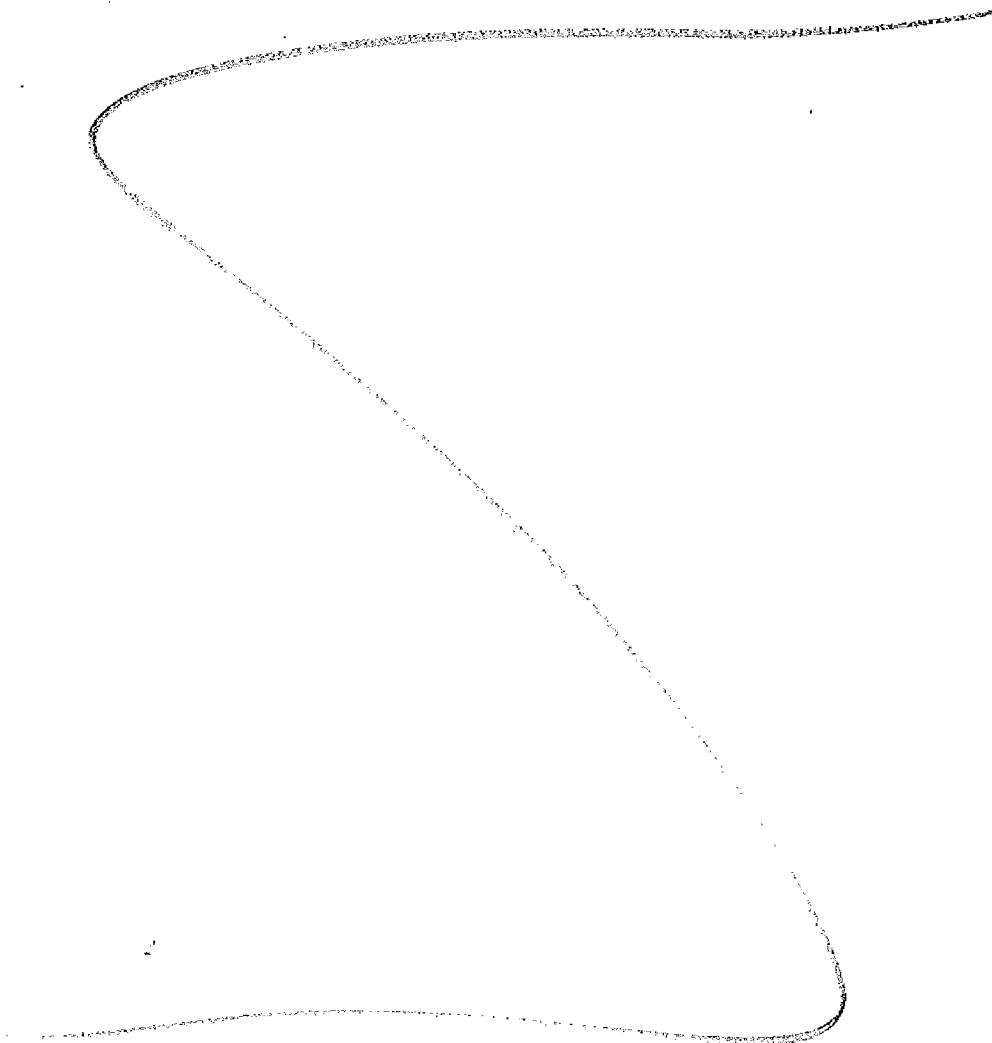


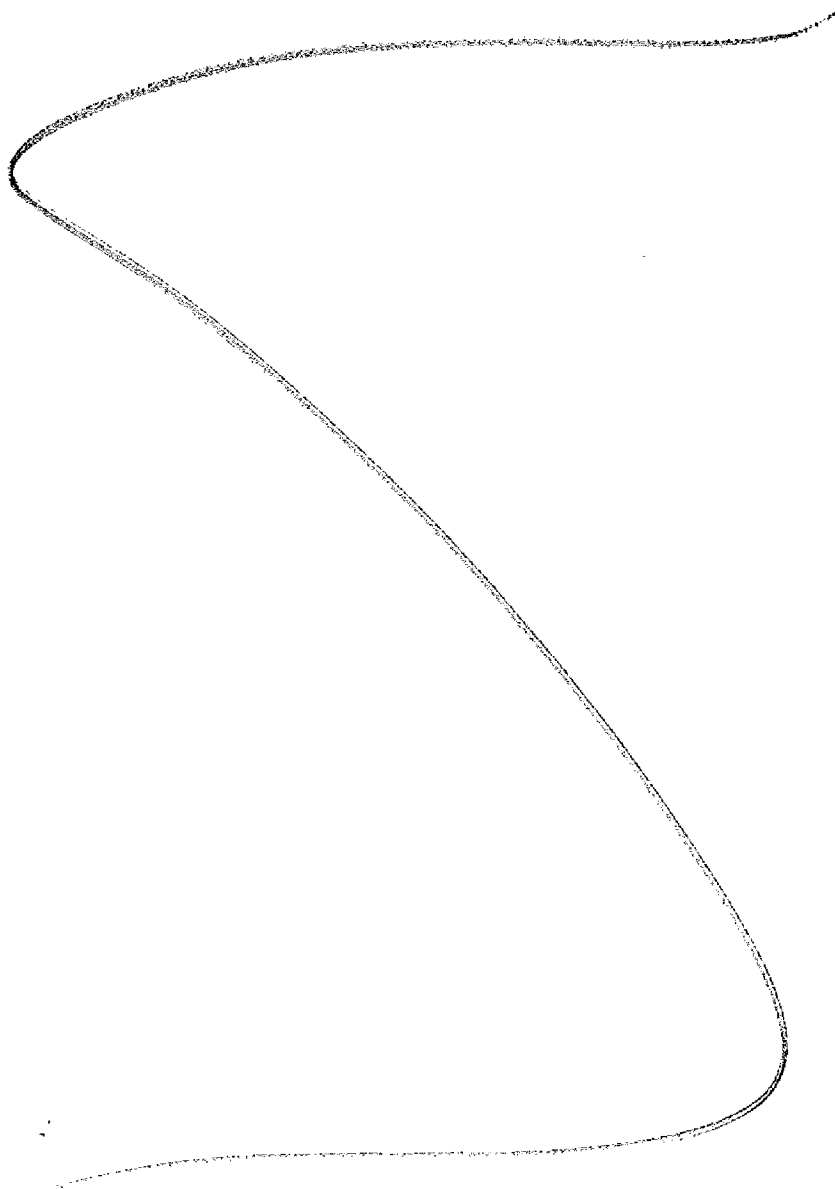


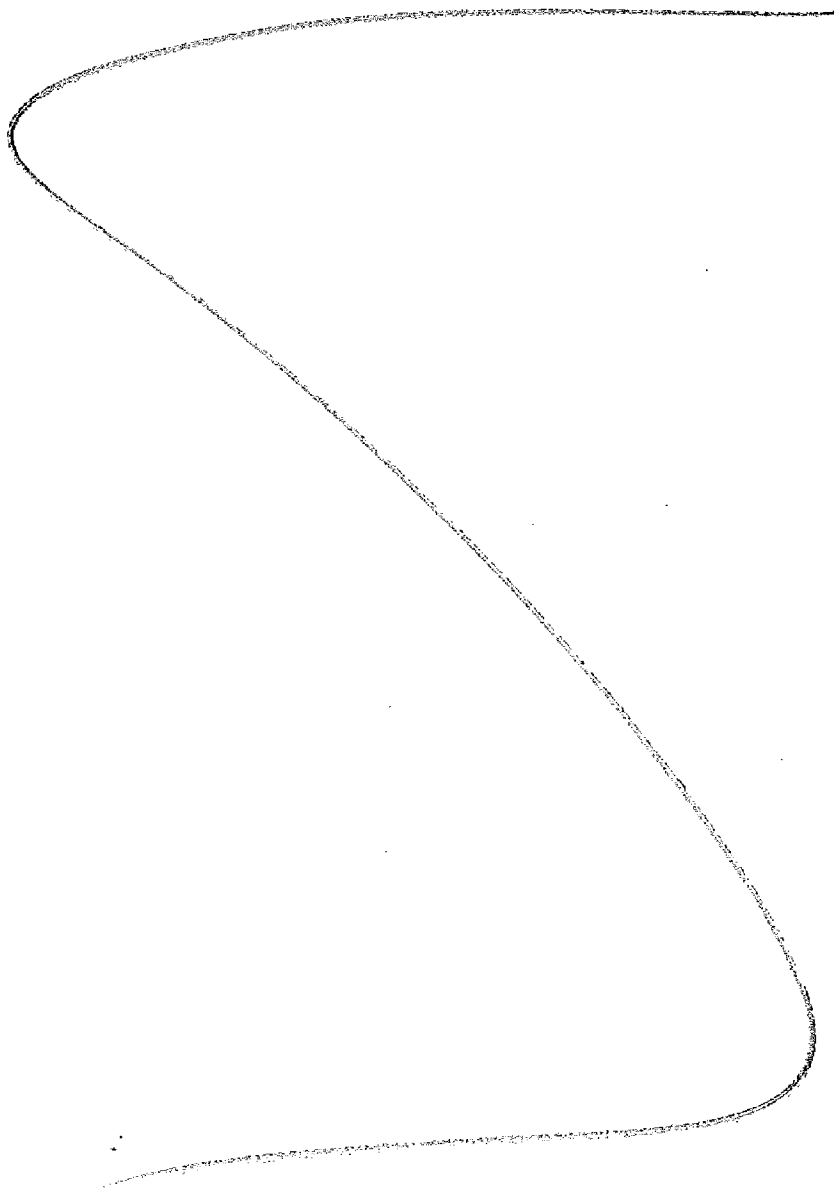




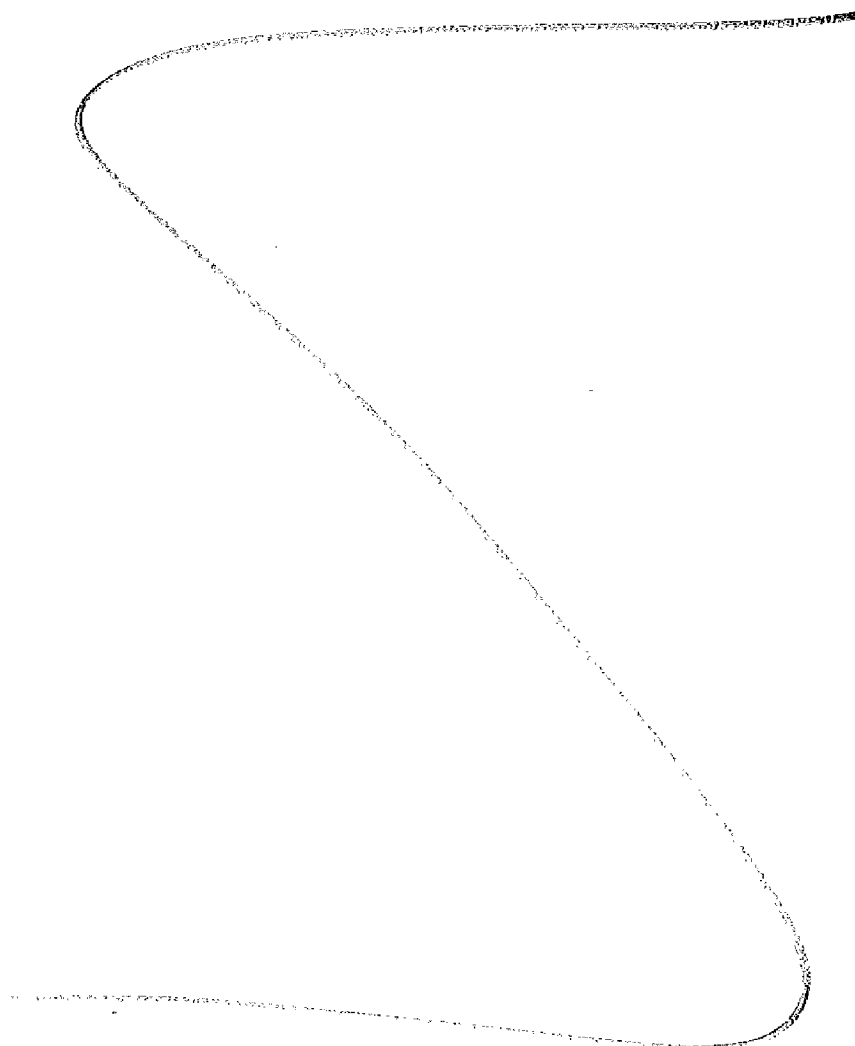
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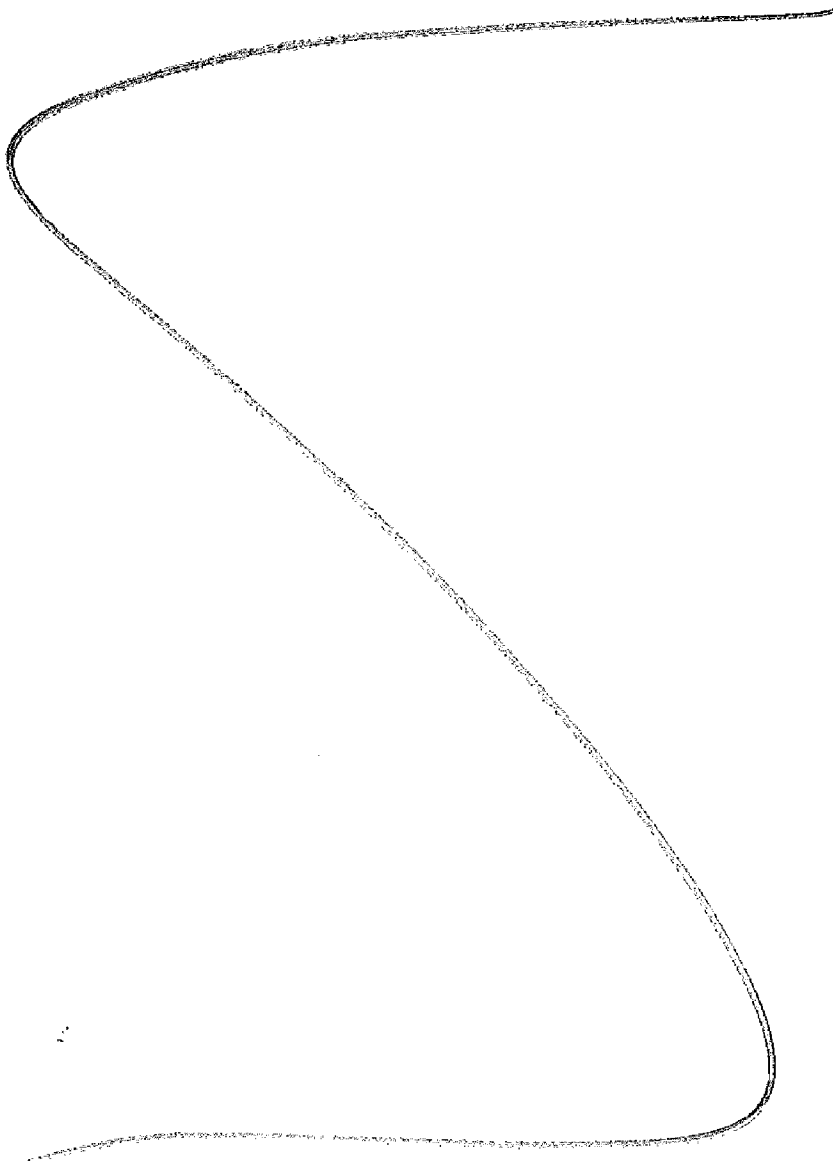




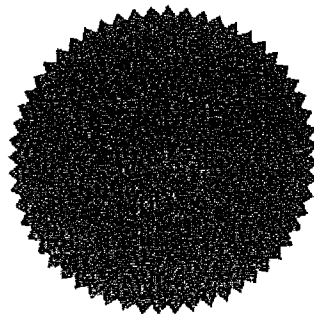
4) MISCELLANEOUS COLLABORATIONS



DUE DILIGENCE REPORT ACTIONS



SIGNED (but not delivered until the)
date written at the start of this deed)
AS A DEED by affixing the Company)
Seal of the University of Leeds)
In the presence of:)



Authorised Signatory:

[Handwritten signature]

Robert Goss
University Secretary

Authorised Signatory:

[Handwritten signature]

EXECUTED AS A DEED)
by APTUSCAN LIMITED)
acting by:)

Director

[Handwritten signature] (PRAVIL L. LEBRER))

Director/Secretary

[Handwritten signature] (PRAVIL L. LEBRER))