

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Keele University</td> <td>08/25/2010</td> </tr> <tr> <td>University of Florida Research Foundation, Inc.</td> <td>08/26/2010</td> </tr> </tbody> </table>		Name	Execution Date	Keele University	08/25/2010	University of Florida Research Foundation, Inc.	08/26/2010						
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Nanotherics Ltd.</td> </tr> <tr> <td>Street Address:</td> <td>Keele University Science and Business Park</td> </tr> <tr> <td>Internal Address:</td> <td>Innovation Centre 1</td> </tr> <tr> <td>City:</td> <td>Staffordshire</td> </tr> <tr> <td>State/Country:</td> <td>UNITED KINGDOM</td> </tr> <tr> <td>Postal Code:</td> <td>ST5 5NB</td> </tr> </table>		Name:	Nanotherics Ltd.	Street Address:	Keele University Science and Business Park	Internal Address:	Innovation Centre 1	City:	Staffordshire	State/Country:	UNITED KINGDOM	Postal Code:	ST5 5NB
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PROPERTY NUMBERS Total: 1													
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CORRESPONDENCE DATA													
<p>Fax Number: (206)382-2669</p> <p>Phone: 206-382-1191</p> <p>Email: swpaquiet@speckmanlaw.com</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Speckman Law Group PLLC</p> <p>Address Line 1: 2014B East Union Street</p> <p>Address Line 4: Seattle, WASHINGTON 98122</p>													
ATTORNEY DOCKET NUMBER:	16100.1006												
NAME OF SUBMITTER:	Janet Sleath												
<p>Total Attachments: 6</p> <p>source=1006_Assignment_Keele_Florida_Nanotherics#page1.tif</p>													

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**ASSIGNMENT AGREEMENT**

**Parties:**

**1 'The Assignors':**

**KEELE UNIVERSITY**

of Keele, Staffordshire ST5 5BG, United Kingdom

(hereinafter referred to as "KEELE")

**UNIVERSITY OF FLORIDA RESEARCH FOUNDATION, INC.**

of 223 Grinter Hall, Gainesville, Florida 32611, United States of America (hereinafter referred to as "UFRF")

**2 'The Assignee':**

**NANOTHERICS LTD**

of Innovation Centre 1, Keele University Science and Business Park, Keele University, Keele, Staffordshire ST5 5NB, United Kingdom

(hereinafter referred to as "NANOTHERICS")

**Recitals:**

(A) KEELE and UFRF are the joint owners of an invention or inventions entitled GENE DELIVERY ("the Invention"), know-how related to the Invention "the Know-How") and the joint applicants of the patent applications ("the Applications") filed in respect of the Invention, and the patents granted thereon ("the Patents") particulars of which are set out in the Schedule hereto

(B) Pursuant to a Patent and Know How Licence made between KEELE and NANOTHERICS on 16 April 2008 ("the Licence Agreement") KEELE has agreed to assign all of its rights in the Invention, the Know-How, the Applications and the Patents to NANOTHERICS

(C) UFRF has agreed to assign all of its rights in the Invention, the Know-How, the Applications and the Patents to NANOTHERICS

**Operative provisions:**

Pursuant to and subject to the terms of the Licence Agreement and for the consideration set forth therein, the parties hereby agree as follows:

1 KEELE and UFRF HEREBY ASSIGN to NANOTHERICS, which accepts:

1.1 all their respective right title and interest in and to and under the Invention and the Know-

How as defined in and subject to the terms of the Licence Agreement;

1.2 all their respective right title and interest in and to and under the Applications together with all rights and powers arising or accrued therefrom including (with respect to any of the Applications which have been published prior to the date of this Assignment) the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims accompanying the Applications prior to the date hereof and to retain any damages obtained as a result of such action, with the intent that any patent or patents granted thereon or on a divisional or divisionals thereof shall issue in the name of and vest in the Assignee absolutely;

1.3 all their respective right title and interest in and to the Patents together with all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of the Patents or accompanying any application therefor prior to the date hereof and to retain any damages obtained as a result of such action.

2 KEELE and UFRF hereby UNDERTAKE that at the request and cost of NANOTHERICS or its successors or assigns they will at all times hereafter reasonably do all such acts and execute all such documents as may be reasonably necessary or desirable to secure the vesting in NANOTHERICS or its successors or assigns of all rights title and interest assigned to NANOTHERICS hereunder and to confirm the title of NANOTHERICS or its successors or assigns to all such rights title and interest and to assist reasonably in the resolution of any question concerning the Invention or any application for patent or other intellectual property protection for the Invention or any intellectual property protection granted pursuant to any such application.

3 If during a period of two years from the date of this Agreement, Professor Jon Dobson working as an employee, or using the resources of either of the Assignors shall develop or discover any improvement, enhancements, new applications or other developments ("Improvements") to the Invention, then KEELE or UFRF (as appropriate) shall promptly notify NANOTHERICS and provide in confidence full details to NANOTHERICS on an exclusive first option basis for a period of three months to evaluate and identify whether they wish to acquire rights to the Improvement on terms to be agreed, subject always to any rights of a third party funder or additional inventors of the work leading to the Improvement. If the Parties do not agree on the terms within thirty days the option shall lapse.

4 Any dispute arising with respect to or in connection with this Agreement shall be settled as follows: The sole court of competent jurisdiction shall be determined by the defendant and shall be governed by the laws of such jurisdiction.

IN WITNESS whereof the parties hereto have caused this Assignment Agreement to be executed

Signed for and on behalf of

KEELE UNIVERSITY

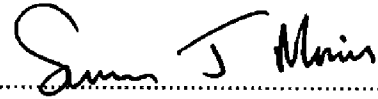
on 25 Aug, 2010, in the presence of:

Witness

Signature: 

Name: Peter Hooper

Address: Brook Ht, Brook Lane, Corbank  
Cove, Cheshire CV3 0EU

)   
) .....

) Name: Simon Morris

Position: SECRETARY & REGISTRAR

Signed for and on behalf of

UNIVERSITY OF FLORIDA RESEARCH

FOUNDATION, INC.

on ....., 2010, in the presence of:

Witness

Signature: .....

Name:

Address:

)  
)  
) .....

) Name:

Position:

Signed for and on behalf of

NANOTHERICS LTD

on ....., 2010, in the presence of:

Witness

Signature: .....

Name:

Address:

)  
) .....

) Name:

Position:

IN WITNESS whereof the parties hereto have caused this Assignment Agreement to be executed

Signed for and on behalf of )  
**KEELE UNIVERSITY** ) .....  
 on....., 2010, in the presence of: ) Name:  
Witness Position:  
 Signature: .....  
 Name:  
 Address:

Signed for and on behalf of )  
**UNIVERSITY OF FLORIDA RESEARCH** )  
**FOUNDATION, INC.** ) *David L. Day* .....  
 on *Aug. 26<sup>th</sup>*....., 2010, in the presence of: ) Name: *DAVID L. DAY*  
Witness Position: *Director of Technology Licensing*  
 Signature: *J. C. Byatt* .....  
 Name: *JOHN C. BYATT*  
 Address: *313 Walker Hall, P.O. Box 115500*  
*Gainesville, FL 32611*

Signed for and on behalf of )  
**NANOTHERICS LTD** ) .....  
 on....., 2010, in the presence of: ) Name:  
Witness Position:  
 Signature: .....  
 Name:  
 Address:

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Witness Position:  
 Signature: .....  
 Name:  
 Address:

Signed for and on behalf of )  
**UNIVERSITY OF FLORIDA RESEARCH** )  
**FOUNDATION, INC.** ) .....  
 on....., 2010, in the presence of: ) Name:  
Witness Position:  
 Signature: .....  
 Name:  
 Address:

Signed for and on behalf of )  
**NANOTHERICS LTD** ) .....  
 on 27 August, 2010, in the presence of: ) Name: JON DOBSON  
Witness Position: DIRECTOR  
 Signature: [Signature] .....  
 Name: NEIL TELLING  
 Address: 92 THOMAS BRASSEY CLOSE  
CHESTER  
CH2 3AE

**SCHEDULE**

PATENT OFFICE	APPLICATION No.	Application Date	Status
Australia	2006238697	21 April 2006	PENDING
Canada	2605533	21 April 2006	PENDING
China	200680020890.6	21 April 2006	PENDING
EPO	06726867.2	21 April 2006	GRANTED
India	4512/KOLNP/2007	21 April 2006	PENDING
Japan	2008-507169	21 April 2006	PENDING
Singapore	200717063-2	21 April 2006	PENDING
United States	11/912,198	22 October 2007	PENDING