

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CARDIFF PROTIDES LIMITED	03/15/2012
RECEIVING PARTY DATA	
Name:	NUCANA BIOMED LIMITED
Street Address:	Bassett House, 5 Southwellpark Road
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State/Country:	UNITED KINGDOM
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11886931
Patent Number:	7951787
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Total Attachments: 9 source=2116782-Assignment#page1.tif source=2116782-Assignment#page2.tif source=2116782-Assignment#page3.tif	

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PATENT ASSIGNMENT

between

CARDIFF PROTIDES LIMITED

and

NUCANA BIOMED LIMITED

Dated: 15th March 2012

Ref: JC/CPH/BIO009.0005

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THIS ASSIGNMENT is made on 15th March 2012

BETWEEN:

- (1) **CARDIFF PROTIDES LIMITED**, a company incorporated under the Companies Acts (registered number 05455482) and having its registered office at Ty Myddfai, National Botanic Gardens of Wales, Llanarthney, Carmarthen, Dyfed SA32 8HZ (the "Assignor"); and
- (2) **NUCANA BIOMED LIMITED**, a company incorporated under the Companies Acts (registered number 03308778) and having its registered office at Bassett House, 5 Southwellpark Road, Camberley, Surrey GU15 3PU (the "Assignee").

WHEREAS:

Pursuant to the Assignment, Licence and Collaboration Agreement (as defined below), the Assignor has agreed to assign to the Assignee, and the Assignee is willing to accept the assignment of the Assignor's entire right, title and interest in and to the Patents (as defined below) on the terms and conditions set out in this Assignment.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Assignment (including the Recitals), unless the context otherwise requires:

Assignment, Licence and Collaboration Agreement means the Licence and Collaboration Agreement dated 13 October 2009 between Nucana Biomed Limited and Cardiff Protides Limited, as amended by the Variation Agreement dated 15th March 2012 between the same parties;

Effective Date means the date of this Assignment;

Patents means:

- (i) the patent applications listed in the Schedule;
- (ii) all patent applications which claim priority from the patent applications referred to in (i) above or from any patent application from which the patent applications referred to in (i) above claim priority;
- (iii) all patents granted pursuant to the patent applications referred to in (i) and (ii) above; and
- (iv) all reissues, extensions, substitutions, continuations, divisions, supplementary protection certificates or extensions of term relating to the patent applications and patents referred to in (i) to (iii) above; and

Third Party means any party other than the Assignor and the Assignee.

- 1.2 In this Assignment unless the context demands otherwise:
- 1.2.1 words denoting the singular shall include the plural and vice versa;
 - 1.2.2 words denoting a gender shall include all genders;
 - 1.2.3 words denoting persons shall include corporations and all other legal entities;
 - 1.2.4 a reference to a "Clause" shall be deemed to be a reference to the relevant clause of this Assignment;
 - 1.2.5 the Clause headings are inserted for ease of reference and shall not affect the interpretation or construction of this Assignment or confer any right or obligations on either of the parties; and
 - 1.2.6 references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term.

2. ASSIGNMENT

- 2.1 With effect from the Effective Date, the Assignor hereby assigns to the Assignee, and the Assignee hereby accepts the assignment of, the Assignor's entire, right, title and interest in and to the Patents including all statutory and common law rights.
- 2.2 The Assignor hereby undertakes:
- 2.2.1 at the reasonable request and cost of the Assignee to do all things and execute all such further documents, forms and authorisations as may be necessary to vest the Assignor's entire right, title and interest in and to the Patents in the Assignee absolutely, to register the Assignee' title as proprietor of the Patents at relevant patent offices anywhere in the world and to provide reasonable assistance in the resolution of any question concerning the Patents;
 - 2.2.2 at the reasonable request and cost of the Assignee to provide to the Assignee such assistance as the Assignee may reasonably require, including but not limited to executing all such further documents, forms and authorisations as may be required, to enable the Assignee to prosecute and maintain the Patents during the period from the Effective Date and thereafter until registration of the assignment of the whole property, right, title and interest in the Patents to the Assignee; and
 - 2.2.3 not, following the date of execution of this Assignment and prior to any transfer back to the Assignor of the Patents pursuant to the Assignment, Licence and Collaboration Agreement or otherwise, to assign or purport to assign any rights in,

to or over the Patents to any Third Party or grant or purport to grant to any Third Party any licence or other right or permission to use the Patents or otherwise do anything inconsistent with the assignment of the whole property, right, title, and interest in and to the Patents to the Assignee pursuant to this Assignment.

3. WARRANTIES AND LIABILITIES

- 3.1 Each party warrants to the other that it has full power and authority to enter into and to perform its obligations under this Assignment.
- 3.2 Other than as expressly set out in Clause 3.1 above and as contained in the Assignment, Licence and Collaboration Agreement, the Assignor gives no warranties, either express or implied, in relation to the Patents, including without limitation any warranty that the Patents are valid, will proceed to grant and/or whether exploitation of the Patents will infringe any third party rights.

4. ENTIRE AGREEMENT

- 4.1 This Assignment and the Assignment, Licence and Collaboration Agreement embody and set forth the entire agreement and understanding of the parties in respect of the assignment of the Patents and supersedes all prior oral or written agreements, understandings or arrangements relating to the assignment of the Patents. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly referred to in this Assignment in respect of the assignment of the Patents.
- 4.2 Nothing contained in this Assignment or in any other document referred to or incorporated in it shall be read or construed as excluding any liability or remedy as a result of fraud.

5. COUNTERPARTS

- 5.1 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, but all the counterparts shall together constitute one and the same agreement. This Assignment shall not take effect until it has been executed by both parties.

6. GOVERNING LAW AND JURISDICTION

This Assignment (and any dispute or claim relating to it, its enforceability or its termination) is to be governed by and construed and interpreted in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Assignment.

This is the Schedule referred to in the foregoing Assignment of Patents made between Cardiff Protides Limited and Nucana Biomed Limited

PART 1

The Patents

1. Patent Application No. PCT/GB2006/000932 entitled "Phosphoramidate Derivatives of Nucleoside Compounds for Use in the Treatment of Cancer" filed on 16 March 2006.

Applicant: University College Cardiff Consultants (transfer to Cardiff Protides Limited being carried out upon entering each national phase)

Country	Status
Europe (Austria, Belgium, Bulgaria, Switzerland, Cyprus, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, France, United Kingdom, Greece, Hungary, Ireland, Iceland, Italy, Lithuania, Luxembourg, Latvia, Monaco, Netherlands, Poland, Portugal, Romania, Sweden, Slovenia, Slovak Republic and Turkey)	Granted 16 June 2010 to Cardiff ProTides Grant No. 1866324
USA	Application No. 11/886,931 Response filed April 2011
Japan	Application No. JP2008/502453 Awaiting examination Transferred to Cardiff ProTides
Australia	Application No. 2006226182 Accepted 15 August 2011. Patent will be sealed on expiry of 3 month opposition period
Brazil	Application No. PI0609704.9 Awaiting examination
Canada	Application No. 2602324 Examination requested February 2011

	Transferred to Cardiff ProTides
China	Application No. 200680016708.X Examined; response filed
India	Application No. 7783/DELNP/2007 Awaiting examination
Israel	Application No. 186104 Expedited examination requested
Mexico	Granted 25 June 2010 to Cardiff ProTides Grant No. 276911
South Africa	Granted when filed Patent No. 2007/09011

2. Patent Application No. PCT/GB2004/003148 entitled "Nucleotide Phosphoramidates as Anticancer Agents" filed on 20 July 2004

Applicant: University College Cardiff Consultants (transfer to Cardiff Protides Limited being carried out upon entering each national phase)

Country	Status
Europe (Austria, Belgium, Bulgaria, Switzerland, Cyprus, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, France, United Kingdom, Greece, Hungary, Ireland, Italy, Luxembourg, Monaco, Netherlands, Poland, Portugal, Romania, Sweden, Slovenia, Slovak Republic and Turkey)	Application No. 04743483.2 Fully searched; response filed, third party comments received and under review
USA	Granted 31 May 2011 Grant No. 7,951,787 Response filed April 2011
Japan	Application No. JP2006-520890

	Examined; response filed Transferred to Cardiff ProTides
Australia	Granted 7 April 2011 Patent Grant No. 2004261455 Transferred to Cardiff ProTides
Norway	Application No. 20053993 Examined; response filed
Canada	Application No. 2518115 Examined; response filed
Mexico	Application No. PA/a/2005/12606 Examined; response filed
New Zealand	Granted 9 July 2009 to Cardiff ProTides Grant Number: 541974

This Deed is executed by the parties and is delivered and takes effect on the date at the beginning of this Deed.

Executed as a Deed by Cardiff Protides Limited acting by:

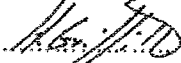
..... P. J. Burke

Signature of Director/Authorised Signatory

..... PHILIP BURKE

Print name of Director/Authorised Signatory

Executed as a Deed by ~~Nucana~~ Biomed Limited acting by:

..... 

Signature of Director/Authorised Signatory

..... HUGH GRIFFITH

Print name of Director/Authorised Signatory