

PATENT ASSIGNMENT

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 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assignor information previously recorded on Reel 028550 Frame 0615. Assignor(s) hereby confirms the assignment needs to be corrected.
CONVEYING PARTY DATA	
Name	Execution Date
University of Southampton	07/06/2012
RECEIVING PARTY DATA	
Name:	Imperial Innovations Limited
Street Address:	52 Princes Gate
Internal Address:	Exhibition Road
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	SW7 2PG
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7569216
CORRESPONDENCE DATA	
Fax Number:	8587205125
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Email:	dblevins@mofo.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:	Amy A. Mills
Address Line 1:	Morrison & Foerster LLP
Address Line 2:	12531 High Bluff Drive, Suite 100
Address Line 4:	San Diego, CALIFORNIA 92130
ATTORNEY DOCKET NUMBER:	643792000420
NAME OF SUBMITTER:	Amy A. Mills

Total Attachments: 6

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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>University of Southampton</td><td>07/06/2012</td></tr><tr><td>Imperial Innovations Limited</td><td>07/06/2012</td></tr></tbody></table>	Name	Execution Date	University of Southampton	07/06/2012	Imperial Innovations Limited	07/06/2012							
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Correspondent Name: Amy A. Mills Address Line 1: Morrison & Foerster LLP Address Line 2: 12531 High Bluff Drive, Suite 100 Address Line 4: San Diego, CALIFORNIA 92130	
ATTORNEY DOCKET NUMBER:	64379-2000420
NAME OF SUBMITTER:	Amy A. Mills
Signature:	/Amy A. Mills/
Date:	07/13/2012
Total Attachments: 4 source=64379-20004.20 - Assignment UoS to Imperial#page1.tif source=64379-20004.20 - Assignment UoS to Imperial#page2.tif source=64379-20004.20 - Assignment UoS to Imperial#page3.tif source=64379-20004.20 - Assignment UoS to Imperial#page4.tif	
RECEIPT INFORMATION EPAS ID: PAT2025547 Receipt Date: 07/13/2012 Fee Amount: \$40	

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This Assignment is made the 6th day of JULY 2012

BETWEEN

1. The University of Southampton, a university duly organised under and pursuant to the laws of the United Kingdom and having its principal place of business at University Road, High Fields, Southampton, Hampshire SO17 1BJ, United Kingdom ("UoS")

AND

2. Imperial Innovations Limited a corporation duly organised under and pursuant to the laws of England and Wales (Company registration No. 02060639) and having its principal place of business at 52 Princes Gate, Exhibition Road, London SW7 2PG, formerly at Electrical and Electronic Building, Imperial College, Exhibition Road, Imperial College, Exhibition Road, London, SW7 2AZ, United Kingdom ("IIL")

WHEREAS

- A. UoS and IIL (together referred to as the "Parties") are the owners of inventions and technology, materials and know-how relating to Interferon Lambda and Interferon Beta (the "Technology") and have entered into various agreements relating to the Technology;
- B. One of the agreements relating to the Technology is an assignment dated 24 February 2009 which assigned rights to UoS in relation to U.S Patent Application Serial No. 11/517,763 filed on September 2006 entitled ANTI-VIRUS THERAPY FOR RESPIRATORY DISEASES as well as other intellectual property rights (the "US 24 February 2009 Assignment"). A copy of the US 24 February 2009 Assignment is annexed to this Assignment at Schedule 1 to this Assignment.
- C. The Parties now wish to clarify their rights in relation to the ownership of the Technology in order to reflect the original intentions of the Parties.

1. Assignment

In consideration of the sum of £1.00, one pound, (receipt of which U o S expressly acknowledges) UoS hereby assigns to IIL absolutely with full title guarantee, all and any right, title and interest in and to the Technology that subsisted in IIL prior to 24 February 2009 ("IIL Original Rights") that were transferred to UoS by the US 24 February 2009 Assignment including but not limited to IIL Original Rights in U.S Patent Application Serial No. 11/517,763 and the patent issued thereon US Patent No. 7,569,216 and US Divisional Serial No. 12/487,563.

2. Further Assurance


The Parties will 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 are required by them to vest the rights, title and interest in the Technology in the Parties as originally intended.

3. Governing Law


This Assignment 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 laws of England and Wales and 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 Assignment or its subject matter or formation (including non-contractual disputes or claims).

This Assignment is signed by both parties and takes effect on the date stated at the beginning of it.

Signed by University of Southampton acting by)
[Name of authorised signature and title])


Miss Diana Galpin
Senior Legal Adviser
Research & Innovation Services
University of Southampton

Signed by Imperial Innovations Limited acting by)
[Name of authorised signature and title])


JUSTIN BOWEN
COMPANY SECRETARY

SCHEDULE 1

US 24 February 2009 Assignment

ASSIGNMENT

THIS ASSIGNMENT, by Imperial Innovations Limited, a corporation duly organized under and pursuant to the laws of the United Kingdom and having its principal place of business at Electrical and Electronic Engineering Building, Imperial College, Exhibition Road, London, SW7 2AZ, United Kingdom (hereinafter referred to as the assignor), witnesseth:

WHEREAS, said assignor is owner of a one-half undivided joint interest, by assignment, of the U.S. Patent Application Serial No. 11/517,763 and filed on September 8, 2006, entitled ANTI-VIRUS THERAPY FOR RESPIRATORY DISEASES, and the inventions described therein; and

WHEREAS, the University of Southampton, a university duly organized under and pursuant to the laws of the United Kingdom and having its principal place of business at University Road, Highfield, Southampton, Hampshire, SO17 1BJ, United Kingdom (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said applications for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, applications for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and the applications for Letters Patent above-mentioned, and that the same are unencumbered and that said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said applications for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be

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Attorney Docket No.: 255352002020

obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

24/02/2009
Date

Imperial Innovations Limited

By: 

Name: JULIAN M SMITH

Title: CFO