PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Scott Peter Webster	01/07/2011
Jonathan Robert Seckl	01/10/2011
Brian Robert Walker	01/10/2011
Peter Ward	01/25/2011
Thomas David Pallin	01/05/2011
Hazel Joan Dyke	12/24/2010
Trevor Robert Perrior	01/25/2011

RECEIVING PARTY DATA

Name:	The University Of Edinburgh
Street Address:	Old College, South Bridge
City:	Edinburgh
State/Country:	UNITED KINGDOM
Postal Code:	EH8 9YL

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13615497

CORRESPONDENCE DATA

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

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ATTORNEY DOCKET NUMBER: 0206.75C

REEL: 028974 FRAME: 0031

PATENT

Total Attachments: 12 source=Assignment_12_920774_executed#page1.tif source=Assignment_12_920774_executed#page2.tif source=Assignment_12_920774_executed#page3.tif source=Assignment_12_920774_executed#page4.tif source=Assignment_12_920774_executed#page5.tif source=Assignment_12_920774_executed#page6.tif source=Assignment_12_920774_executed#page7.tif source=Assignment_12_920774_executed#page8.tif source=Assignment_12_920774_executed#page8.tif source=Assignment_12_920774_executed#page9.tif source=Assignment_12_920774_executed#page10.tif source=Assignment_12_920774_executed#page11.tif source=Assignment_12_920774_executed#page11.tif

ASSIGNMENT OF INVENTION AND RELATED INTELLECTUAL PROPERTY RIGHTS

Parties:

1 'The Inventors'

SCOTT PETER WEBSTER

of Endocrinology Unit, Centre for Cardiovascular Science, The Queen's Medical Research Institute, University of Edinburgh, 47 Little France Crescent, Edinburgh, EH16 4TJ, United Kingdom.

JONATHAN ROBERT SECKL

of Endocrinology Unit, Centre for Cardiovascular Science, The Queen's Medical Research Institute, University of Edinburgh, 47 Little France Crescent, Edinburgh, EH16 4TJ, United Kingdom.

BRIAN ROBERT WALKER

of Endocrinology Unit, Centre for Cardiovascular Science, The Queen's Medical Research Institute, University of Edinburgh, 47 Little France Crescent, Edinburgh, EH16 4TJ, United Kingdom.

PETER WARD

of 3 Lowlands Road, Pinner, Middlesex HA5 1TY, United Kingdom.

THOMAS DAVID PALLIN

of Argenta Discovery 2009 Limited, 8/9 Spire Green Centre, Flex Meadow, Harlow, Essex, CM19 5TR, United Kingdom.

HAZEL JOAN DYKE

of Argenta Discovery 2009 Limited, 8/9 Spire Green Centre, Flex Meadow, Harlow, Essex, CM19 5TR, United Kingdom.

TREVOR ROBERT PERRIOR

of Brook Farm Barn, Lackford, Bury St Edmunds, Suffolk, IP28 6HL, United Kingdom.

2 'The University'

The University of Edinburgh

a charitable body registered in Scotland under registration number SC005336 incorporated under the Universities (Scotland) Acts and having its principal offices at Old College, South Bridge, Edinburgh, EH8 9YL, United Kingdom.

3 'PTS'

Pulmagen Therapeutics (Synergy) Limited formerly known as: Argenta Discovery Limited a company registered in England (Company No 03671653; "A") of 8/9 Spire Green Centre, Flex Meadow, Harlow, Essex, CM19 5TR, United Kingdom.

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Assignment GB 0804685.6, US 61/036,111 & PCT/GB2009/000686

4 'PTA'

Pulmagen Therapeutics (Asthma) Limited formerly known as: Argenta Oral Therapeutics Limited a company registered in England (Company No 06648765; "B") of Stoke Court, Stoke Poges, Slough, SL2 4SY, United Kingdom.

5 'Argenta 2009'

Argenta Discovery 2009 Limited a company registered in England (Company No 06920289; "C") of 8/9 Spire Green Centre, Flex Meadow, Harlow, Essex, CM19 5TR, United Kingdom.

6 'The Wellcome Trust'

The Wellcome Trust Limited a company registered in England (Company No 02711000) of 215 Euston Road, London, NW1 2BE, United Kingdom

Recitals:

- (A) The Inventors are the joint inventors of the invention or inventions (hereinafter referred to as "the Priority Invention") entitled *Amido-Thiophene Compounds and Their Use*, the specification of which was filed on 13 March 2008 as United States provisional patent application number 61/036,111 (hereinafter referred to as "the US Priority Application") and entitled *Therapeutic Compounds and Their Use*, the specification of which was filed on 13 March 2008 as United Kingdom patent application number 0804685.6 (hereinafter referred to as "the GB Priority Application").
- **(B)** The US Priority Application has been filed in the name of the Inventors, as required by US law.
- **(C)** The Inventors, The University, PTS, and The Wellcome Trust agreed before the US Priority Application and the GB Priority Application were filed that The University would be the sole owner of the Priority Invention, the US Priority Application, the GB Priority Application, and any and all other patent applications linked by priority to the US Priority Application and/or the GB Priority Application.
- (D) The Inventors are the joint inventors of the invention or inventions (hereinafter referred to as "the PCT Invention") entitled *Amido-Thiophene Compounds and Their Use*, the specification of which was filed on 13 March 2009 as international patent application number PCT/GB2009/000686 (hereinafter referred to as "the PCT Application"), claiming priority benefit of the US Priority Application and the GB Priority Application.
- **(E)** The Inventors, The University, PTS, and The Wellcome Trust agreed before the PCT Application was filed that The University would be the sole owner of the PCT Invention, the PCT Application, including any and all national and regional phase applications arising therefrom.
- (F) In pursuance of that agreement, The Inventors, The University, PTS, PTA, Argenta 2009, and The Wellcome Trust have agreed to execute this Assignment in order to confirm and ensure that all rights, title and interest worldwide in, to, under and arising from: the Priority Invention; the US Priority Application; the GB Priority Application; any and all patent applications linked by priority to the US Priority Application and/or the GB Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; belong to The University.

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Assignment GB 0804685.6, US 61/036,111 & PCT/GB2009/000686

- (G) Inventors WEBSTER, SECKL, and WALKER were employed by The University to carry out the research from which their contributions to the Priority Invention and the PCT Invention arose.
- (H) Inventors WEBSTER, SECKL, and WALKER have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (The University), their contributions to: the Priority Invention and the PCT Invention, and all rights, title and interest in, to, under and arising from: the Priority Invention; the US Priority Application; the GB Priority Application; any and all patent applications linked by priority to the US Priority Application and/or the GB Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; belong to their employer.
- (I) Inventor WARD was an independent self-employed consultant under contract with The University to carry out the research from which his contributions to the Priority Invention and the PCT Invention arose.
- (J) Inventor WARD has agreed to execute this Assignment in order to confirm and ensure that, as between him and The University, his contributions to: the Priority Invention and the PCT Invention, and all rights, title and interest in, to, under and arising from: the Priority Invention; the US Priority Application; the GB Priority Application; any and all patent applications linked by priority to the US Priority Application and/or the GB Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; belong to The University.
- **(K)** Inventors PALLIN and DYKE were employed by PTS to carry out the research from which their contributions to the Priority Invention and the PCT Invention arose.
 - When they made their contribution to the Priority Invention and the PCT Invention, and when the US Priority Application and GB Priority Application were filed in March 2008, and when the PCT Application was filed in March 2009, inventors PALLIN and DYKE were employed by *Argenta Discovery Limited* (Company No 03671653; "A").
 - At that time, *Argenta Discovery Limited* (Company No 03671653; "A") included a "Discovery" capability which contained all of the employees of *Argenta Discovery Limited*, including inventors PALLIN and DYKE.
 - All of the assets and employees of the "Discovery" capability, including inventors PALLIN and DYKE, were transferred from *Argenta Discovery Limited* (Company No 03671653; "A") to *Argenta Oral Therapeutics Limited* (Company No 06648765; "B") on 11 September 2009.
 - All of the assets and employees of the "Discovery" capability, including inventors PALLIN and DYKE, were transferred from *Argenta Oral Therapeutics Limited* (Company No 06648765; "B") to *Argenta Discovery 2009 Limited* (Company No 06920289; "C") on 17 September 2009.
 - On 22 December 2009, the University of Edinburgh acknowledged the transfer of the Research Agreement dated 01 June 2008 and all rights, benefits, liabilities and obligations arising thereunder, from *Argenta Discovery Limited* (Company No 03671653; "A") to *Argenta Discovery 2009 Limited* (Company No 06920289; "C").
 - Argenta Discovery Limited (Company No 03671653; "A") changed its name to Pulmagen Therapeutics (Synergy) Limited (Company No 03671653; "A") on 16 February 2010.

- Argenta Oral Therapeutics Limited (Company No 06648765; "B") changed its name to Pulmagen Therapeutics (Asthma) Limited (Company No 06648765; "B") on 26 February 2010.
- (L) Inventors PALLIN and DYKE have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer at the relevant time (PTS), their contributions to: the Priority Invention and the PCT Invention, and all rights, title and interest in, to, under and arising from: the Priority Invention; the US Priority Application; the GB Priority Application; any and all patent applications linked by priority to the US Priority Application and/or the GB Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; belong to their employer at the relevant time.
- (M) PTS was under contract with The University to provide resources in regard to the Priority Invention and the PCT Invention, including the contributions of inventors PALLIN and DYKE.
- (N) PTS, PTA, and Argenta 2009 have agreed to execute this Assignment in order to confirm and ensure that, as between them and The University, all their rights, title and interest in, to, under and arising from: the Priority Invention; the US Priority Application; the GB Priority Application; any and all patent applications linked by priority to the US Priority Application and/or the GB Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; belong to The University.
- (O) Inventor PERRIOR was an independent self-employed consultant under contract with The Wellcome Trust to carry out the research from which his contributions to the Priority Invention and the PCT Invention arose.
- (P) Inventor PERRIOR has agreed to execute this Assignment in order to confirm and ensure that, as between him and The Wellcome Trust, his contributions to: the Priority Invention and the PCT Invention, and all rights, title and interest in, to, under and arising from: the Priority Invention; the US Priority Application; the GB Priority Application; any and all patent applications linked by priority to the US Priority Application and/or the GB Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Wellcome Trust.
- (Q) The Wellcome Trust has assisted the University with the provision of resources in regard to the Priority Invention and the PCT Invention, including the contributions of inventor PERRIOR.
- (R) The Wellcome Trust has agreed to execute this Assignment in order to confirm and ensure that, as between them and The University, all their rights, title and interest in, to, under and arising from: the Priority Invention; the US Priority Application; the GB Priority Application and/or the GB Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; belong to The University.

Operative provisions:

- In consideration for the payment of £1.00 by The University to each of Inventors WEBSTER, SECKL and WALKER (the receipt and adequacy of which are hereby acknowledged), and to the extent that they have not already done so, those inventors hereby sell and assign to The University absolutely and free from incumbrances all their rights title and interest in Canada and the United States and all other countries of the world in, to, under and arising from: the Priority Invention; the US Priority Application; the GB Priority Application; any and all patent applications linked by priority to the US Priority Application and/or the GB Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; including (but not limited to) the worldwide right to file patent applications for the Priority Invention and/or the PCT Invention, and to claim priority from one or more or all of the US Priority Application, the GB Priority Application, and the PCT Application.
- In consideration for the payment of £1.00 by The University to Inventor WARD (the receipt and adequacy of which are hereby acknowledged), and to the extent that he has not already done so, that inventor hereby sells and assigns to The University absolutely and free from incumbrances all his rights title and interest in Canada and the United States and all other countries of the world in, to, under and arising from: the Priority Invention; the US Priority Application; the GB Priority Application; any and all patent applications linked by priority to the US Priority Application and/or the GB Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; including (but not limited to) the worldwide right to file patent applications for the Priority Invention and/or the PCT Invention, and to claim priority from one or more or all of the US Priority Application, the GB Priority Application, and the PCT Application.
- In consideration for the payment of £1.00 by PTS to each of inventors PALLIN and DYKE (the receipt and adequacy of which are hereby acknowledged), and to the extent that they have not already done so, those inventors hereby sell and assign to PTS absolutely and free from incumbrances all their rights title and interest in Canada and the United States and all other countries of the world in, to, under and arising from: the Priority Invention; the US Priority Application; the GB Priority Application; any and all patent applications linked by priority to the US Priority Application and/or the GB Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; including (but not limited to) the worldwide right to file patent applications for the Priority Invention and/or the PCT Invention, and to claim priority from one or more or all of the US Priority Application, the GB Priority Application, and the PCT Application.
- In consideration for the payment of £1.00 by PTA to PTS (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, PTS hereby sells and assigns to PTA absolutely and free from incumbrances all its rights title and interest in Canada and the United States and all other countries of the world in, to, under and arising from: the Priority Invention; the US Priority Application; the GB Priority Application; any and all patent applications linked by priority to the US Priority Application and/or the GB Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; including (but not limited to) the worldwide right to file patent applications for the Priority Invention and/or the PCT Invention, and to claim priority from one or more or all of the US Priority Application, the GB Priority Application, and the PCT Application.

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- In consideration for the payment of £1.00 by Argenta 2009 to PTA (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, PTA hereby sells and assigns to Argenta 2009 absolutely and free from incumbrances all its rights title and interest in Canada and the United States and all other countries of the world in, to, under and arising from: the Priority Invention; the US Priority Application; the GB Priority Application; any and all patent applications linked by priority to the US Priority Application and/or the GB Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; including (but not limited to) the worldwide right to file patent applications for the Priority Invention and/or the PCT Invention, and to claim priority from one or more or all of the US Priority Application, the GB Priority Application, and the PCT Application.
- In consideration for the payment of £1.00 by The University to Argenta 2009 (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, Argenta 2009 hereby sells and assigns to The University absolutely and free from incumbrances all its rights title and interest in Canada and the United States and all other countries of the world in, to, under and arising from: the Priority Invention; the US Priority Application; the GB Priority Application; any and all patent applications linked by priority to the US Priority Application and/or the GB Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications for the Priority Invention and/or the PCT Invention, and to claim priority from one or more or all of the US Priority Application, the GB Priority Application, and the PCT Application.
- In consideration for the payment of £1.00 by The Wellcome Trust to Inventor PERRIOR (the receipt and adequacy of which are hereby acknowledged), and to the extent that he has not already done so, that inventor hereby sells and assigns to The Wellcome Trust absolutely and free from incumbrances all its rights title and interest in Canada and the United States and all other countries of the world in, to, under and arising from: the Priority Invention; the US Priority Application; the GB Priority Application; any and all patent applications linked by priority to the US Priority Application and/or the GB Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; including (but not limited to) the worldwide right to file patent applications for the Priority Invention and/or the PCT Invention, and to claim priority from one or more or all of the US Priority Application, the GB Priority Application, and the PCT Application.
- In consideration for the payment of £1.00 by The University to The Wellcome Trust (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, The Wellcome Trust hereby sells and assigns to The University absolutely and free from incumbrances all its rights title and interest in Canada and the United States and all other countries of the world in, to, under and arising from: the Priority Invention; the US Priority Application; the GB Priority Application; any and all patent applications linked by priority to the US Priority Application and/or the GB Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; including (but not limited to) the worldwide right to file patent applications for the Priority Invention and/or the PCT Invention, and to claim priority from one or more or all of the US Priority Application, the GB Priority Application, and the PCT Application.

- For the avoidance of doubt, all of the parties declare that the assignment of any and all patents and patent applications herein includes any divisionals, continuations, continuations-inpart, re-issues, re-examinations, renewals, and extensions thereof, and the right to apply for prosecute and obtain patent and other industrial property protection throughout the world in respect of the invention or inventions which are the subject of the such patents and applications, and the right to claim priority from such applications in any and all subsequent applications, and any and all patents that may be granted pursuant to any of the aforesaid applications for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates, and includes all rights and powers arising or accrued from any of the aforesaid patents and applications including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof and to retain any damages obtained as a result of such action; the said interest being the entire ownership of all said Letters Patent when granted, to be held and enjoyed by the assignee to the full end of the term for which the said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors if this assignment had not been made.
- The Inventors, The University, PTS, PTA, Argenta 2009, and The Wellcome Trust hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any future patent applications in Canada or the United States or any other countries or regions of the world derived from those inventions that are the subject matter of this Assignment, as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other Patent Office for recordation of this document. It is understood and agreed that The University's attorneys Mewburn Ellis LLP have represented only The University and will continue to represent only The University with respect to this invention.
- 11 The Inventors, PTS, PTA, Argenta 2009, and The Wellcome Trust hereby request the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of The University or their successors or assigns in accordance with this assignment.
- The Inventors, Argenta 2009, and The Wellcome Trust UNDERTAKE that, at the request and cost of any of The University or their successors or assigns, they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to the Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in The University or their successors or assigns of all rights title and interest assigned to The University hereunder and to confirm the title of The University or their successors or assigns to all such rights title and interest.
- For the consideration aforesaid, the Inventors, Argenta 2009, and The Wellcome Trust agree that they will, upon request, communicate to The University or the representatives thereof any facts known to them respecting the Priority Invention, the PCT Invention, the US Priority Application, the GB Priority Application, any and all other patent applications linked by priority to the US Application and/or the GB application, the PCT Application including any and all national and regional phase applications arising therefrom, and any patents granted pursuant to any of the foregoing applications, and will, upon request, but without expense to the Inventors, PTS, PTA, Argenta 2009, or The Wellcome Trust, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue, re-examination, renewal and extension applications, and generally do all other and further lawful acts deemed necessary or expedient by The University or by counsel for The University to assist or enable The University to obtain and enforce full benefits from the rights and interests herein assigned.

This assignment and undertaking shall be binding upon the Inventors' and PTS's and PTA's and Argenta 2009's and The Wellcome Trust's heirs, executors, administrators, successors and/or assigns and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of The University.

AS WITNESS the signatures of (or of duly authorised officers of) the parties hereto

SCHEDULE The Patent Applications

COUNTRY	Mewburn Ellis LLP REFERENCE NO.	APPLN. NO.	FILING DATE
GB	6537369	0804685.6	13.03.2008
US	6528756	61/036,111	13.03.2008
WO	6601157	PCT/GB2009/000686	13.03.2009
EP	6714257	09718896.5	13.03.2009
US	6714265	12/920,774	13.03.2009
JP	6714273		13.03.2009
KR	6714281	10-2010-7022050	13.03.2009
CA	6714299		13.03.2009
AU	6714307	2009224017	13.03.2009
IL	6714315		13.03.2009
IN	6714323	3753/KOLNP/2010	13.03.2009

	SIGNED by)
	SCOTT PETER <u>WEBSTER</u>)
	at (city, country): <u>For Nate City</u> , UK
	at (city, country): For Nakery, UK on (date): 7th January 2011) Signature: Just Aller
	in the presence of:
	Witness
	Witness Signature: X MCG/VWS
	Name: KRIS MCGUIRE
	Address: 7 BAXTER CRESCENT, DENNY
L	

SIGNED by
JONATHAN ROBERT SECKL
at (city, country): EANBURGH, UK)
on (date):
in the presence of:
Witness
Signature: Signature:
Name: 13/1 GUADSTONE PLACE
Address: EDINBUREH THE 7LY
ELAINE SMITH

SIGNED by)
PETER WARD))
at (city, country): LONDON, UK)
on (date):25 / 1/11) Signature:
in the presence of:)
Witness	
Signature J. B. S. C. C. Sculler J. Sculler	
Name: TEORGE VICTOR SCULLIN	₩.
Address: 5, LOWLAND RDAD	
PINNER, MINDX, HACITY	/

SIGNED by THOMAS DAVID PALLIN at (city, country): Immord, uncountry on (date): Immord, uncountry in the presence of: Witness Signature: James Baluer Address: S.ALWINE MUAI, Landon 14 2) Signature: 1 Law Vall.
SIGNED by HAZEL JOAN DYKE at (city, country): Madow, UK on (date): 24 / 12 / 10 in the presence of: Witness Signature: Joule Code Name: JAMES RAKER Address: S. ALWYNE VILLAS, LONDON NJ 2HG))) Signature: 11 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
SIGNED by TREVOR ROBERT PERRIOR at (city, country): Comband of UK on (date): 25/1/19 in the presence of: Witness Signature: Name: J P AW ELL Address: 7 57 GEORGES COURT CAMBELOGE, CB 24 9AB	Signature:

SIGNED for and on behalf of Pulmagen Therapeutics (Synergy) Limited at (city, country): Fulmer, Slough, Ok. on (date): 21/12/2010 in the presence of: Witness Signature: M.C) Signature:
SIGNED for and on behalf of Pulmagen Therapeutics (Asthma) Limited at (city, country): The Slough, UK on (date): 21/12/2010 in the presence of: Witness Signature: Name: MICHELE JOHN Address: 10. ASHBY COURT LEADING)) Signature:
at (city, country): HARLEW, UK.) N	Signature: Jame: John Montana Position: MANAGING DIRECTOR

<u>Witness</u>

Signature: JOULE ROMEN
Name: JAMES RAFKER

Address: SALWINE VILLAS, LONDON Nº 24G

SIGNED for and on behalf of The University of Edinburgh at (city, country): EDINBURGH, LLK on (date):!7/02/11 in the presence of: Witness Signature) Signature: Name: Nora Alison Kelkock Position: Head of Legal Edinburgh Research & Innovation Ltd 1177 1-7 Roxburgh Street Edinburgh EH8 9TA
Name: REBECCA L. FLORY	
Address: Epinburgh Research & Innovatio 1-7 Roxburgh Street Edinburgh, EH8 9TA	NLTD

Assignment GB 0804685.6, US 61/036,111 & PCT/GB2009/000686