

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>Scott Peter Webster</td> <td>08/29/2012</td> </tr> <tr> <td>Jonathan Robert Seckl</td> <td>08/29/2012</td> </tr> <tr> <td>Brian Robert Walker</td> <td>08/29/2012</td> </tr> <tr> <td>Peter Ward</td> <td>08/28/2012</td> </tr> <tr> <td>Thomas David Pallin</td> <td>08/29/2012</td> </tr> <tr> <td>Hazel Joan Dyke</td> <td>09/06/2012</td> </tr> <tr> <td>Trevor Robert Perrior</td> <td>08/30/2012</td> </tr> </tbody> </table>		Name	Execution Date	Scott Peter Webster	08/29/2012	Jonathan Robert Seckl	08/29/2012	Brian Robert Walker	08/29/2012	Peter Ward	08/28/2012	Thomas David Pallin	08/29/2012	Hazel Joan Dyke	09/06/2012	Trevor Robert Perrior	08/30/2012
Name	Execution Date																
Scott Peter Webster	08/29/2012																
Jonathan Robert Seckl	08/29/2012																
Brian Robert Walker	08/29/2012																
Peter Ward	08/28/2012																
Thomas David Pallin	08/29/2012																
Hazel Joan Dyke	09/06/2012																
Trevor Robert Perrior	08/30/2012																
RECEIVING PARTY DATA																	
<table border="1"> <tr> <td>Name:</td> <td>The University Of Edinburgh</td> </tr> <tr> <td>Street Address:</td> <td>Old College</td> </tr> <tr> <td>Internal Address:</td> <td>South Bridge</td> </tr> <tr> <td>City:</td> <td>Edinburgh</td> </tr> <tr> <td>State/Country:</td> <td>UNITED KINGDOM</td> </tr> <tr> <td>Postal Code:</td> <td>EH8 9YL</td> </tr> </table>		Name:	The University Of Edinburgh	Street Address:	Old College	Internal Address:	South Bridge	City:	Edinburgh	State/Country:	UNITED KINGDOM	Postal Code:	EH8 9YL				
Name:	The University Of Edinburgh																
Street Address:	Old College																
Internal Address:	South Bridge																
City:	Edinburgh																
State/Country:	UNITED KINGDOM																
Postal Code:	EH8 9YL																
PROPERTY NUMBERS Total: 1																	
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13642963</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13642963												
Property Type	Number																
Application Number:	13642963																
CORRESPONDENCE DATA																	
<p>Fax Number: 3032680065 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 3032680066 Email: tcrispino@sbiplaw.com Correspondent Name: SWANSON & BRATSCHEUN, L.L.C. Address Line 1: 8210 SOUTHPARK TERRACE Address Line 4: LITTLETON, COLORADO 80120</p>																	
ATTORNEY DOCKET NUMBER:	0206.132																

CH \$40.00 13642963

NAME OF SUBMITTER:

Tracy Crispino

Total Attachments: 36

source=Post-PCT-Assignment#page1.tif
source=Post-PCT-Assignment#page2.tif
source=Post-PCT-Assignment#page3.tif
source=Post-PCT-Assignment#page4.tif
source=Post-PCT-Assignment#page5.tif
source=Post-PCT-Assignment#page6.tif
source=Post-PCT-Assignment#page7.tif
source=Post-PCT-Assignment#page8.tif
source=Post-PCT-Assignment#page9.tif
source=Post-PCT-Assignment#page10.tif
source=Post-PCT-Assignment#page11.tif
source=Post-PCT-Assignment#page12.tif
source=Post-PCT-Assignment#page13.tif
source=Post-PCT-Assignment#page14.tif
source=Post-PCT-Assignment#page15.tif
source=Post-PCT-Assignment#page16.tif
source=Post-PCT-Assignment#page17.tif
source=Post-PCT-Assignment#page18.tif
source=Post-PCT-Assignment#page19.tif
source=Post-PCT-Assignment#page20.tif
source=Post-PCT-Assignment#page21.tif
source=Post-PCT-Assignment#page22.tif
source=Post-PCT-Assignment#page23.tif
source=Post-PCT-Assignment#page24.tif
source=Post-PCT-Assignment#page25.tif
source=Post-PCT-Assignment#page26.tif
source=Post-PCT-Assignment#page27.tif
source=Post-PCT-Assignment#page28.tif
source=Post-PCT-Assignment#page29.tif
source=Post-PCT-Assignment#page30.tif
source=Post-PCT-Assignment#page31.tif
source=Post-PCT-Assignment#page32.tif
source=Post-PCT-Assignment#page33.tif
source=Post-PCT-Assignment#page34.tif
source=Post-PCT-Assignment#page35.tif
source=Post-PCT-Assignment#page36.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 Corcept Therapeutics, 149 Commonwealth Drive, Menlo Park, California 94025, United States of America.

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 'Argenta'

Argenta Discovery 2009 Limited

a company registered in England (Company No 06920289)
of 8/9 Spire Green Centre, Flex Meadow, Harlow, Essex, CM19 5TR, United Kingdom

4 'The Wellcome Trust'

The Wellcome Trust Limited

a company registered in England (Company No 2711000)
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 *3,3-Disubstituted-8-aza-bicyclo[3.2.1]oct-8-yl)-[5-(1H-pyrazol-4-yl)-thiophen-3-yl]-methanone and related compounds and their use*, the specification of which was filed on 29 April 2010 as United States provisional patent application number 61/329,453 (hereinafter referred to as "the US 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, Argenta, and The Wellcome Trust agreed before the US Priority Application was filed that The University would be the sole owner of the Priority Invention, the US Priority Application, and any and all other patent applications linked by priority to the US Priority Application.

(D) The Inventors are the joint inventors of the invention or inventions (hereinafter referred to as "the PCT Invention") entitled *3,3-Disubstituted-8-aza-bicyclo[3.2.1]oct-8-yl)-[5-(1H-pyrazol-4-yl)-thiophen-3-yl]-methanones as inhibitors of 11 β -HSD1* (as amended), the specification of which was filed on 10 March 2011 as international patent application number PCT/GB2011/000345 (hereinafter referred to as "the PCT Application").

(E) The Inventors, The University, Argenta, and The Wellcome Trust agreed before the PCT Application was filed that The University would be the sole owner of the PCT Invention and the PCT Application, including any and all national and regional phase applications arising therefrom.

(F) In pursuance of those agreements, The Inventors, The University, Argenta, 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; any and all other patent applications linked by priority to the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; belong to The University.

(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; any and all other patent applications linked by priority to the US 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; any and all other patent applications linked by priority to the US 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 Argenta to carry out the research from which their contributions to the Priority Invention and the PCT Invention arose.

(L) Inventors PALLIN and DYKE have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (Argenta), 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; any and all other patent applications linked by priority to the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; belong to their employer.

(M) Argenta 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) Argenta 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; any and all other patent applications linked by priority to the US 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; any and all other patent applications linked by priority to the US 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; any and all other patent applications linked by priority to the US 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:

1 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), 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

2 In consideration for the payment of £1.00 by The University to Inventor WARD (the receipt and adequacy of which are hereby acknowledged), 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

3 In consideration for the payment of £1.00 by Argenta to each of Inventors PALLIN and DYKE (the receipt and adequacy of which are hereby acknowledged), those Inventors hereby sell and assign to Argenta 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

4 In consideration for the payment of £1.00 by The University to Argenta (the receipt and adequacy of which are hereby acknowledged), Argenta 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

5 In consideration for the payment of £1.00 by The Wellcome Trust to Inventor PERRIOR (the receipt and adequacy of which are hereby acknowledged), 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

6 In consideration for the payment of £1.00 by The University to The Wellcome Trust (the receipt and adequacy of which are hereby acknowledged), 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

7 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-in-part, 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.

8 The Inventors, The University, Argenta, 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 which shall fall within the scope 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.

9 The Inventors, Argenta, and The Wellcome Trust hereby request the relevant authorities in all countries of the world to issue any patents granted for the Priority Invention and/or the PCT Invention in the name of The University or their successors or assigns in accordance with this assignment.

10 The Inventors, Argenta, 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 Priority Invention and/or the PCT 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.

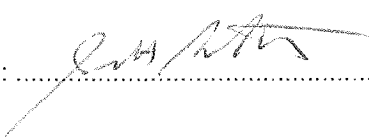
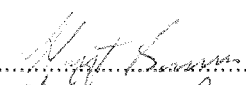
11 For the consideration aforesaid, The Inventors, Argenta, and The Wellcome Trust agree that they will, upon request, communicate to The University or the representatives thereof any facts known to them respecting the Priority Invention; the US Priority Application; any and all other patent applications linked by priority to the US Priority Application; the PCT Invention; and 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, 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.

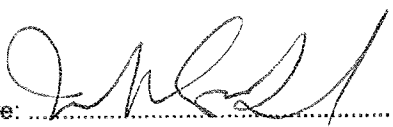
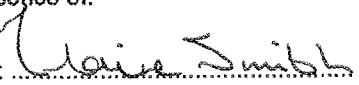
12 This assignment and undertaking shall be binding upon The Inventors' and Argenta's and The Wellcome Trust's heirs, executors, administrators, successors and/or assigns and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of The University.

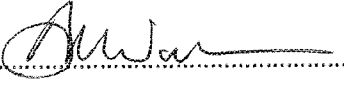
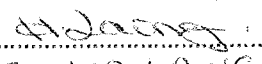
AS WITNESS the signatures of (or of duly authorised officers of) the parties hereto


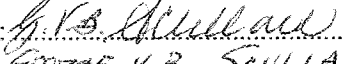
SCHEDULE
The Patent Applications

Country	Mewburn Ellis LLP Reference No.	Application No.	Filing Date
US	6693428	US 61/329,453	29.04.2010
WO	6713531	PCT/GB2011/000345	10.03.2011

SIGNED by)
SCOTT PETER WEBSTER)
on (date): 29 August 2012) Signature: 
at (city, country): Edinburgh, UK)
in the presence of:
Witness
Signature: 
Name: Margaret Birnie
Address: 1/12 Gilmour Street, Little Broomfield, Glasgow
G12 8PL

SIGNED by)
JONATHAN ROBERT SECKL)
on (date): 29/8/2012) Signature: 
at (city, country): EDINBURGH, U.K.)
in the presence of:
Witness 
Signature: Elaine Smith
Name: ELAINE SMITH
Address: 13/1 GLADSTONE PLACE
EH6 7LY

SIGNED by)
BRIAN ROBERT WALKER)
on (date): 29/8/12) Signature: 
at (city, country): EDINBURGH, U.K.)
in the presence of:
Witness
Signature: 
Name: HEATHER LAING
Address: 11 LAMINGTON ROAD
GLADSMuir
CARSTOWN, EH33 1EG

SIGNED by)
PETER WARD)
on (date): 28 Aug 2012) Signature: 
at (city, country): LONDON, U.K.)
in the presence of:
Witness
Signature: 
Name: GEORGE V.B. SCULLARD
Address: 5 LOWLANDS ROAD
EASTCOTE, MIDDLE HASTON

SIGNED by)
THOMAS DAVID PALLIN)
on (date): 29th August 2012) Signature: T. David Pallin
at (city, country): Harlow)
in the presence of:
Witness
Signature: M. C. Wright
Name: MATTHEW CARWRIGHT
Address: ARSENTA, HARLOW

SIGNED by)
HAZEL JOAN DYKE)
on (date):) Signature:)
at (city, country):)
in the presence of:
Witness
Signature:)
Name:)
Address:)

SIGNED by)
TREVOR ROBERT PERRIOR)
on (date):) Signature:)
at (city, country):)
in the presence of:
Witness
Signature:)
Name:)
Address:)

SIGNED for and on behalf of
The University of Edinburgh
on (date): 19 September 2012
at (city, country): EDINBURGH
in the presence of:

)
) Signature: Nana Kellock
) Name: **NORA ALISON KELLOCK**
) Position: **Head of Legal, Edinburgh
Research & Innovation**

Witness
Signature: [Signature]
Name: FRONT COMPUTER
Address: 1-7 Roxburgh Street
Edinburgh EH8 9YA

SIGNED for and on behalf of
Argenta Discovery 2009 Limited
on (date): 03/09/2012
at (city, country): HARLOW, UK
in the presence of:

)
) Signature: [Signature]
) Name: **JOHN MONTANA**
) Position: **Managing Director**

Witness
Signature: [Signature]
Name: CLARE MORLEY
Address: 8, 9 SPIRE GREEN CENTRE
HARLOW, CM19 5TR

SIGNED for and on behalf of
The Wellcome Trust Limited
on (date):
at (city, country):
in the presence of:

)
) Signature:
) Name: **RICHARD SEABROOK**
) Position: **Head of Business Development,
Technology Transfer**

Witness
Signature:
Name:
Address:

2

**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 Corcept Therapeutics, 149 Commonwealth Drive, Menlo Park, California 94025, United States of America.

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 'Argenta'

Argenta Discovery 2009 Limited

a company registered in England (Company No 06920289)
of 8/9 Spire Green Centre, Flex Meadow, Harlow, Essex, CM19 5TR, United Kingdom

4 'The Wellcome Trust'

The Wellcome Trust Limited

a company registered in England (Company No 2711000)
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 *3,3-Disubstituted-8-aza-bicyclo[3.2.1]oct-8-yl)-[5-(1H-pyrazol-4-yl)-thiophen-3-yl]-methanone and related compounds and their use*, the specification of which was filed on 29 April 2010 as United States provisional patent application number 61/329,453 (hereinafter referred to as "the US 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, Argenta, and The Wellcome Trust agreed before the US Priority Application was filed that The University would be the sole owner of the Priority Invention, the US Priority Application, and any and all other patent applications linked by priority to the US Priority Application.

(D) The Inventors are the joint inventors of the invention or inventions (hereinafter referred to as "the PCT Invention") entitled *3,3-Disubstituted-8-aza-bicyclo[3.2.1]oct-8-yl)-[5-(1H-pyrazol-4-yl)-thiophen-3-yl]-methanones as inhibitors of 11 β -HSD1* (as amended), the specification of which was filed on 10 March 2011 as international patent application number PCT/GB2011/000345 (hereinafter referred to as "the PCT Application").

(E) The Inventors, The University, Argenta, and The Wellcome Trust agreed before the PCT Application was filed that The University would be the sole owner of the PCT Invention and the PCT Application, including any and all national and regional phase applications arising therefrom.

(F) In pursuance of those agreements, The Inventors, The University, Argenta, 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; any and all other patent applications linked by priority to the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; belong to The University.

(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; any and all other patent applications linked by priority to the US 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; any and all other patent applications linked by priority to the US 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 Argenta to carry out the research from which their contributions to the Priority Invention and the PCT Invention arose.

(L) Inventors PALLIN and DYKE have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (Argenta), 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; any and all other patent applications linked by priority to the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; belong to their employer.

(M) Argenta 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) Argenta 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; any and all other patent applications linked by priority to the US 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; any and all other patent applications linked by priority to the US 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; any and all other patent applications linked by priority to the US 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:

1 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), 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

2 In consideration for the payment of £1.00 by The University to Inventor WARD (the receipt and adequacy of which are hereby acknowledged), 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

3 In consideration for the payment of £1.00 by Argenta to each of Inventors PALLIN and DYKE (the receipt and adequacy of which are hereby acknowledged), those Inventors hereby sell and assign to Argenta 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

4 In consideration for the payment of £1.00 by The University to Argenta (the receipt and adequacy of which are hereby acknowledged), Argenta 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

5 In consideration for the payment of £1.00 by The Wellcome Trust to Inventor PERRIOR (the receipt and adequacy of which are hereby acknowledged), 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

6 In consideration for the payment of £1.00 by The University to The Wellcome Trust (the receipt and adequacy of which are hereby acknowledged), 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

7 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-in-part, 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.

8 The Inventors, The University, Argenta, 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 which shall fall within the scope 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.

9 The Inventors, Argenta, and The Wellcome Trust hereby request the relevant authorities in all countries of the world to issue any patents granted for the Priority Invention and/or the PCT Invention in the name of The University or their successors or assigns in accordance with this assignment.

10 The Inventors, Argenta, 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 Priority Invention and/or the PCT 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.

11 For the consideration aforesaid, The Inventors, Argenta, 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 US Priority Application; any and all other patent applications linked by priority to the US Priority Application; the PCT Invention; and 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, 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.

12 This assignment and undertaking shall be binding upon The Inventors' and Argenta'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.	Application No.	Filing Date
US	6693428	US 61/329,453	29.04.2010
WO	6713531	PCT/GB2011/000345	10.03.2011

SIGNED by)
SCOTT PETER WEBSTER)
on (date):) Signature:
at (city, country):)
in the presence of:
Witness
Signature:
Name:
Address:

SIGNED by)
JONATHAN ROBERT SECKL)
on (date):) Signature:
at (city, country):)
in the presence of:
Witness
Signature:
Name:
Address:

SIGNED by)
BRIAN ROBERT WALKER)
on (date):) Signature:
at (city, country):)
in the presence of:
Witness
Signature:
Name:
Address:

SIGNED by)
PETER WARD)
on (date):) Signature:
at (city, country):)
in the presence of:
Witness
Signature:
Name:
Address:

SIGNED by)
THOMAS DAVID <u>PALLIN</u>)
on (date): .....	) Signature:
at (city, country):)
in the presence of:	
<u>Witness</u>	
Signature:	
Name:	
Address:	

SIGNED by)
HAZEL JOAN <u>DYKE</u>)
on (date): <u>6th Sept 2012</u>	) Signature: <u>H J Dyke</u>
at (city, country): <u>Storrington, UK</u>)
in the presence of:	
<u>Witness</u>	
Signature: <u>[Signature]</u>	
Name: <u>PETER HUNT</u>	
Address: <u>Edenberry House, Backer Close, Storrington,</u> <u>West Sussex, RH20 3MT</u>	

SIGNED by)
TREVOR ROBERT <u>PERRIOR</u>)
on (date): .....	) Signature:
at (city, country):)
in the presence of:	
<u>Witness</u>	
Signature:	
Name:	
Address:	

SIGNED for and on behalf of)
The University of Edinburgh) Signature:
on (date):) Name: **NORA ALISON KELLOCK**
at (city, country):) Position: **Head of Legal, Edinburgh**
in the presence of: **Research & Innovation**
Witness
Signature:
Name:
Address:

SIGNED for and on behalf of)
Argenta Discovery 2009 Limited) Signature:
on (date):) Name: **JOHN MONTANA**
at (city, country):) Position: **Managing Director**
in the presence of:
Witness
Signature:
Name:
Address:

SIGNED for and on behalf of)
The Wellcome Trust Limited) Signature:
on (date):) Name: **RICHARD SEABROOK**
at (city, country):) Position: **Head of Business Development,**
in the presence of: **Technology Transfer**
Witness
Signature:
Name:
Address:

**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 Corcept Therapeutics, 149 Commonwealth Drive, Menlo Park, California 94025, United States of America.

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 'Argenta'

Argenta Discovery 2009 Limited

a company registered in England (Company No 06920289)

of 8/9 Spire Green Centre, Flex Meadow, Harlow, Essex, CM19 5TR, United Kingdom

4 'The Wellcome Trust'

The Wellcome Trust Limited

a company registered in England (Company No 2711000)

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 *3,3-Disubstituted-8-aza-bicyclo[3.2.1]oct-8-yl)-[5-(1H-pyrazol-4-yl)-thiophen-3-yl]-methanone and related compounds and their use*, the specification of which was filed on 29 April 2010 as United States provisional patent application number 61/329,453 (hereinafter referred to as "the US 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, Argenta, and The Wellcome Trust agreed before the US Priority Application was filed that The University would be the sole owner of the Priority Invention, the US Priority Application, and any and all other patent applications linked by priority to the US Priority Application.

(D) The Inventors are the joint inventors of the invention or inventions (hereinafter referred to as "the PCT Invention") entitled *3,3-Disubstituted-8-aza-bicyclo[3.2.1]oct-8-yl)-[5-(1H-pyrazol-4-yl)-thiophen-3-yl]-methanones as inhibitors of 11 β -HSD1* (as amended), the specification of which was filed on 10 March 2011 as international patent application number PCT/GB2011/000345 (hereinafter referred to as "the PCT Application").

(E) The Inventors, The University, Argenta, and The Wellcome Trust agreed before the PCT Application was filed that The University would be the sole owner of the PCT Invention and the PCT Application, including any and all national and regional phase applications arising therefrom.

(F) In pursuance of those agreements, The Inventors, The University, Argenta, 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; any and all other patent applications linked by priority to the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; belong to The University.

(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; any and all other patent applications linked by priority to the US 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; any and all other patent applications linked by priority to the US 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 Argenta to carry out the research from which their contributions to the Priority Invention and the PCT Invention arose.

(L) Inventors PALLIN and DYKE have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (Argenta), 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; any and all other patent applications linked by priority to the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; belong to their employer.

(M) Argenta 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) Argenta 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; any and all other patent applications linked by priority to the US 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; any and all other patent applications linked by priority to the US 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; any and all other patent applications linked by priority to the US 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:

1 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), 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

2 In consideration for the payment of £1.00 by The University to Inventor WARD (the receipt and adequacy of which are hereby acknowledged), 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

3 In consideration for the payment of £1.00 by Argenta to each of Inventors PALLIN and DYKE (the receipt and adequacy of which are hereby acknowledged), those Inventors hereby sell and assign to Argenta 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

4 In consideration for the payment of £1.00 by The University to Argenta (the receipt and adequacy of which are hereby acknowledged), Argenta 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

5 In consideration for the payment of £1.00 by The Wellcome Trust to Inventor PERRIOR (the receipt and adequacy of which are hereby acknowledged), 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

6 In consideration for the payment of £1.00 by The University to The Wellcome Trust (the receipt and adequacy of which are hereby acknowledged), 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

7 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-in-part, 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.

8 The Inventors, The University, Argenta, 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 which shall fall within the scope 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.

9 The Inventors, Argenta, and The Wellcome Trust hereby request the relevant authorities in all countries of the world to issue any patents granted for the Priority Invention and/or the PCT Invention in the name of The University or their successors or assigns in accordance with this assignment.

10 The Inventors, Argenta, 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 Priority Invention and/or the PCT 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.

11 For the consideration aforesaid, The Inventors, Argenta, 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 US Priority Application; any and all other patent applications linked by priority to the US Priority Application; the PCT Invention; and 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, 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.

12 This assignment and undertaking shall be binding upon The Inventors' and Argenta'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.	Application No.	Filing Date
US	6693428	US 61/329,453	29.04.2010
WO	6713531	PCT/GB2011/000345	10.03.2011

SIGNED by)
SCOTT PETER WEBSTER)
on (date):) Signature:
at (city, country):)
in the presence of:
Witness
Signature:
Name:
Address:

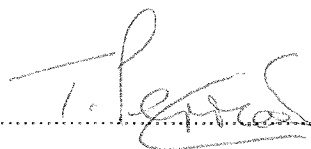
SIGNED by)
JONATHAN ROBERT SECKL)
on (date):) Signature:
at (city, country):)
in the presence of:
Witness
Signature:
Name:
Address:

SIGNED by)
BRIAN ROBERT WALKER)
on (date):) Signature:
at (city, country):)
in the presence of:
Witness
Signature:
Name:
Address:

SIGNED by)
PETER WARD)
on (date):) Signature:
at (city, country):)
in the presence of:
Witness
Signature:
Name:
Address:

SIGNED by)	
THOMAS DAVID <u>PALLIN</u>)	
on (date): .....	)	Signature:
at (city, country):)	
in the presence of:		
<u>Witness</u>		
Signature:		
Name:		
Address:		

SIGNED by)	
HAZEL JOAN <u>DYKE</u>)	
on (date): .....	)	Signature:
at (city, country):)	
in the presence of:		
<u>Witness</u>		
Signature:		
Name:		
Address:		

SIGNED by)	
TREVOR ROBERT <u>PERRIOR</u>)	
on (date): <u>August 30, 2012</u>	)	Signature: 
at (city, country): <u>Cambridge, UK</u>)	
in the presence of:		
<u>Witness</u>		
Signature: <u>M. MADOR</u>		
Name: <u>M. MADOR</u>		
Address: <u>8 THE HAVEN, FULBOURN, CAMBRIDGE, CB21 5BG</u>		

SIGNED for and on behalf of)
The University of Edinburgh) Signature:
on (date):) Name: **NORA ALISON KELLOCK**
at (city, country):) Position: **Head of Legal, Edinburgh**
in the presence of: **Research & Innovation**
Witness
Signature:
Name:
Address:

SIGNED for and on behalf of)
Argenta Discovery 2009 Limited) Signature:
on (date):) Name: **JOHN MONTANA**
at (city, country):) Position: **Managing Director**
in the presence of:
Witness
Signature:
Name:
Address:

SIGNED for and on behalf of)
The Wellcome Trust Limited) Signature:
on (date):) Name: **RICHARD SEABROOK**
at (city, country):) Position: **Head of Business Development,**
in the presence of: **Technology Transfer**
Witness
Signature:
Name:
Address:



**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 Corcept Therapeutics, 149 Commonwealth Drive, Menlo Park, California 94025, United States of America.

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 'Argenta'

Argenta Discovery 2009 Limited

a company registered in England (Company No 06920289)
of 8/9 Spire Green Centre, Flex Meadow, Harlow, Essex, CM19 5TR, United Kingdom

4 'The Wellcome Trust'

The Wellcome Trust Limited

a company registered in England (Company No 2711000)
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 *3,3-Disubstituted-8-aza-bicyclo[3.2.1]oct-8-yl)-[5-(1H-pyrazol-4-yl)-thiophen-3-yl]-methanone and related compounds and their use*, the specification of which was filed on 29 April 2010 as United States provisional patent application number 61/329,453 (hereinafter referred to as "the US 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, Argenta, and The Wellcome Trust agreed before the US Priority Application was filed that The University would be the sole owner of the Priority Invention, the US Priority Application, and any and all other patent applications linked by priority to the US Priority Application.
- (D) The Inventors are the joint inventors of the invention or inventions (hereinafter referred to as "the PCT Invention") entitled *3,3-Disubstituted-8-aza-bicyclo[3.2.1]oct-8-yl)-[5-(1H-pyrazol-4-yl)-thiophen-3-yl]-methanones as inhibitors of 11 β -HSD1* (as amended), the specification of which was filed on 10 March 2011 as international patent application number PCT/GB2011/000345 (hereinafter referred to as "the PCT Application").
- (E) The Inventors, The University, Argenta, and The Wellcome Trust agreed before the PCT Application was filed that The University would be the sole owner of the PCT Invention and the PCT Application, including any and all national and regional phase applications arising therefrom.
- (F) In pursuance of those agreements, The Inventors, The University, Argenta, 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; any and all other patent applications linked by priority to the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; belong to The University.
- (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; any and all other patent applications linked by priority to the US 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; any and all other patent applications linked by priority to the US 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 Argenta to carry out the research from which their contributions to the Priority Invention and the PCT Invention arose.

(L) Inventors PALLIN and DYKE have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (Argenta), 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; any and all other patent applications linked by priority to the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom; belong to their employer.

(M) Argenta 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) Argenta 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; any and all other patent applications linked by priority to the US 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; any and all other patent applications linked by priority to the US 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; any and all other patent applications linked by priority to the US 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:

1 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), 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

2 In consideration for the payment of £1.00 by The University to Inventor WARD (the receipt and adequacy of which are hereby acknowledged), 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

3 In consideration for the payment of £1.00 by Argenta to each of Inventors PALLIN and DYKE (the receipt and adequacy of which are hereby acknowledged), those Inventors hereby sell and assign to Argenta 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

4 In consideration for the payment of £1.00 by The University to Argenta (the receipt and adequacy of which are hereby acknowledged), Argenta 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

5 In consideration for the payment of £1.00 by The Wellcome Trust to Inventor PERRIOR (the receipt and adequacy of which are hereby acknowledged), 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

6 In consideration for the payment of £1.00 by The University to The Wellcome Trust (the receipt and adequacy of which are hereby acknowledged), 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; any and all other patent applications linked by priority to the US Priority Application; the worldwide right to file patent applications for the Priority Invention and to claim priority from the US Priority Application; the PCT Invention; and the PCT Application, including any and all national and regional phase applications arising therefrom.

7 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-in-part, 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.

8 The Inventors, The University, Argenta, 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 which shall fall within the scope 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.

9 The Inventors, Argenta, and The Wellcome Trust hereby request the relevant authorities in all countries of the world to issue any patents granted for the Priority Invention and/or the PCT Invention in the name of The University or their successors or assigns in accordance with this assignment.

10 The Inventors, Argenta, 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 Priority Invention and/or the PCT 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.

11 For the consideration aforesaid, The Inventors, Argenta, 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 US Priority Application; any and all other patent applications linked by priority to the US Priority Application; the PCT Invention; and 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, 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.

12 This assignment and undertaking shall be binding upon The Inventors' and Argenta'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.	Application No.	Filing Date
US	6693428	US 61/329,453	29.04.2010
WO	6713531	PCT/GB2011/000345	10.03.2011

SIGNED by)
SCOTT PETER WEBSTER)
on (date):) Signature:
at (city, country):)
in the presence of:
Witness
Signature:
Name:
Address:

SIGNED by)
JONATHAN ROBERT <u>SECKL</u>)
on (date): .....	) Signature:
at (city, country):)
in the presence of:	
<u>Witness</u>	
Signature:	
Name:	
Address:	

SIGNED by)
BRIAN ROBERT <u>WALKER</u>)
on (date): .....	) Signature:
at (city, country):)
in the presence of:	
<u>Witness</u>	
Signature:	
Name:	
Address:	

SIGNED by)
PETER <u>WARD</u>)
on (date): .....	) Signature:
at (city, country):)
in the presence of:	
<u>Witness</u>	
Signature:	
Name:	
Address:	


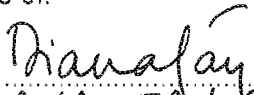
SIGNED by)
THOMAS DAVID PALLIN)
on (date):) Signature:
at (city, country):)
in the presence of:
Witness
Signature:
Name:
Address:

SIGNED by)
HAZEL JOAN DYKE)
on (date):) Signature:
at (city, country):)
in the presence of:
Witness
Signature:
Name:
Address:

SIGNED by)
TREVOR ROBERT PERRIOR)
on (date):) Signature:
at (city, country):)
in the presence of:
Witness
Signature:
Name:
Address:

SIGNED for and on behalf of)
The University of Edinburgh	) Signature:
on (date): .....	) Name: NORA ALISON KELLOCK
at (city, country): .....	) Position: Head of Legal, Edinburgh
in the presence of:	Research & Innovation
<u>Witness</u>	
Signature:	
Name:	
Address:	

SIGNED for and on behalf of)
Argenta Discovery 2009 Limited	) Signature:
on (date): .....	) Name: JOHN MONTANA
at (city, country): .....	) Position: Managing Director
in the presence of:	
<u>Witness</u>	
Signature:	
Name:	
Address:	

SIGNED for and on behalf of)
The Wellcome Trust Limited	) Signature: 
on (date): <u>25/9/2012</u>	) Name: RICHARD SEABROOK
at (city, country): <u>London, UK</u>	) Position: Head of Business Development,
in the presence of:	Technology Transfer
<u>Witness</u>	<i>as trustee of the Wellcome Trust,</i>
Signature: 	<i>by its duly authorised representative.</i>
Name: <u>DIANA TAY, BUSINESS DEV. MANAGER, WELLCOME TRUST</u>	
Address: <u>215 EUSTON ROAD</u>	
<u>LONDON NW1 2BE</u>	