

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>Philip Wilson Howard</td> <td>05/06/2011</td> </tr> <tr> <td>Luke Masterson</td> <td>05/05/2011</td> </tr> <tr> <td>Arnaud Tiberghien</td> <td>05/05/2011</td> </tr> </tbody> </table>		Name	Execution Date	Philip Wilson Howard	05/06/2011	Luke Masterson	05/05/2011	Arnaud Tiberghien	05/05/2011				
Name	Execution Date												
Philip Wilson Howard	05/06/2011												
Luke Masterson	05/05/2011												
Arnaud Tiberghien	05/05/2011												
RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Spirogen Limited</td> </tr> <tr> <td>Street Address:</td> <td>79 George Street</td> </tr> <tr> <td>Internal Address:</td> <td>Ryde</td> </tr> <tr> <td>City:</td> <td>Isle of Wight</td> </tr> <tr> <td>State/Country:</td> <td>UNITED KINGDOM</td> </tr> <tr> <td>Postal Code:</td> <td>PO33 2JF</td> </tr> </table>		Name:	Spirogen Limited	Street Address:	79 George Street	Internal Address:	Ryde	City:	Isle of Wight	State/Country:	UNITED KINGDOM	Postal Code:	PO33 2JF
Name:	Spirogen Limited												
Street Address:	79 George Street												
Internal Address:	Ryde												
City:	Isle of Wight												
State/Country:	UNITED KINGDOM												
Postal Code:	PO33 2JF												
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>13641180</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13641180								
Property Type	Number												
Application Number:	13641180												
CORRESPONDENCE DATA													
<p>Fax Number: 4142770656 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 608-257-3501 Email: madipdocket@michaelbest.com Correspondent Name: Michael Best & Friedrich LLP Address Line 1: 100 East Wisconsin Avenue Address Line 2: Suite 3300 Address Line 4: Milwaukee, WISCONSIN 53202-4108</p>													
ATTORNEY DOCKET NUMBER:	065435-9189-US01 CLY												
NAME OF SUBMITTER:	Charlene L. Yager												
<p>Total Attachments: 4 source=12206545_ASFILED_Assignment_Inventors-SpirogenLtd#page1.tif source=12206545_ASFILED_Assignment_Inventors-SpirogenLtd#page2.tif source=12206545_ASFILED_Assignment_Inventors-SpirogenLtd#page3.tif source=12206545_ASFILED_Assignment_Inventors-SpirogenLtd#page4.tif</p>													

OP \$40.00 13641180

**ASSIGNMENT OF INVENTION
AND RELATED INTELLECTUAL PROPERTY RIGHTS**

Parties:

1 "The Inventor(s)"

Philip Wilson HOWARD
Luke MASTERSON
Arnaud TIBERGHEN
of School of Pharmacy, 29/39 Brunswick Square, London, WC1N 1AX, UK

2 "The Employer"

Spirogen Limited
of 79 George Street, Ryde, Isle of Wight, PO33 2JF, United Kingdom

Recitals:

(A) The Inventor(s) is an inventor or are joint inventors of the invention or inventions entitled Pyrrolobenzodiazepines ("the Invention") for which the patent application(s) set out in Part 2 of the Schedule hereto have been filed ("the Completion Application(s)").

(B) The contributions of the Inventor(s) to the Invention were made in the course of the duties of the Inventor(s) as employee(s) of the Employer, and either the circumstances were such that an invention might reasonably have been expected to result from the carrying out of those duties, or the nature of those duties was such that the Inventor(s) had a special obligation to further the interests of the Employer's undertaking.

(C) The Parties believe that, either by operation of law or by virtue of an agreement entered into by the Parties before the making of the Invention, the Employer was, at the time the Invention was made, entitled to the whole of the property in the contributions of the Inventor(s) to the Invention.

(D) In case the Employer for any reason was not so entitled, and in order to ensure and to provide documentary evidence that the Employer is the owner of both the legal title and the beneficial interest in the contributions of the Inventor(s) to the Invention, including any further contributions that the Inventor(s) may make to the development or improvement of the Invention and any matter that shall be contained in any future applications linked by one or more priorities to the Completion Application(s) ("Future Application(s)"), the Inventor(s) has or have agreed to execute this formal Assignment of all their rights title and interest in to under and arising from the Invention, the "Priority Application(s)" (which is or are set out in Part 1 of the Schedule hereto), the Completion Application(s), and any Future Application(s) and all matter that shall be contained in any Future Application(s).

Operative provisions:

In consideration for the payment of £1.00 by the Employer to (each of) the Inventor(s), the receipt and sufficiency of which are hereby acknowledged by the Inventor(s):-

1 The Inventor(s) HEREBY SELL(S) ASSIGN(S) AND TRANSFER(S) to the Employer, by way of current assignment of both existing and future rights and property, absolutely and free from encumbrances and with effect from immediately prior to the filing of each Completion Application:

1.1 all their legal and beneficial rights title and interest in Canada and the United States and all other countries of the world in to under and arising from the Invention and the Priority Application(s) and the Completion Application(s) and any Future Application(s) and all matter

that shall be contained in any Future Application(s), and all national and regional phases and any and all divisions, continuations and continuations-in-part of all of the aforesaid applications, and any and all patents that may be granted pursuant to any of them for the full period thereof, including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates, and including all rights and powers arising or accrued therefrom 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;

1.2 all such rights as they may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention and any invention(s) that shall be disclosed in and all matter that shall be contained in any Future Application(s) to the intent that any patents or other intellectual property protection for the Invention and for such invention(s) and matter may be applied for and shall be granted in the name of and shall vest in the Employer or its successors or assigns (either alone or jointly with any co-applicants);

1.3 all such rights as they may have to claim priority from any or all of the Priority Application(s) and the Completion Application(s) and any Future Application(s) in any and all applications for patent protection for the Invention and any invention(s) that shall be disclosed in any Future Application(s), such rights to be enjoyed by the Employer as from the date of filing of each patent application from which priority is claimed;

to the intent that the Employer shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by the Inventor(s) had this assignment not been made.

2 The Inventor(s) and the Employer HEREBY GRANT the firm of Mewburn Ellis LLP the power to insert in Part 3 of the Schedule to this Assignment any further identification of any existing or 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 clause 1 above, 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 Employer's attorneys Mewburn Ellis LLP have represented only the Employer and will continue to represent only the Employer and its successors and assigns with respect to this Assignment.

3 The Inventor(s) HEREBY UNDERTAKE(S) that at the request and cost of the Employer or its 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 or United States or any other patent applications which relate to the Invention or to any invention(s) that shall be disclosed in any Future Application(s) and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure or to provide further evidence of the vesting in the Employer or its successors or assigns of all legal and beneficial rights title and interest intended to be assigned to the Employer hereunder and to confirm the title of the Employer or its successors or assigns to all such rights title and interest and to assist (in the course of litigation or interference or any other proceedings or otherwise) in the resolution of any question concerning the Invention or any invention(s) that shall be disclosed in any Future Application(s) or any application for patent or other intellectual property protection for any of the said inventions or any intellectual property protection granted pursuant to any such application.

4 The Inventor(s) HEREBY REQUEST(S) the US Commissioner of Patents and the relevant authorities in all countries of the world to issue any patents granted for the Invention, or any invention(s) that shall be disclosed in any Future Application(s), in the name of the Employer or its successors or assigns (either alone or jointly with any co-applicants) in accordance with this assignment.

5 This assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of the Inventor(s) and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Employer.

6 This agreement shall be governed by and interpreted in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this agreement.

AS WITNESS the signatures of the Inventor(s) and of a duly authorised officer of the Employer

THIS ASSIGNMENT MAY BE EXECUTED IN COUNTERPARTS

SCHEDULE

Part 1 - the Priority Application(s)

Country/region	Application No.	Application Date	Title
US	61/324453	15 April 2010	Pyrrolobenzodiazepines

Part 2 - the Completion Application(s)

Country/region	Application No.	Application Date	Title
WO	PCT/US11/32668	15 April 2011	Pyrrolobenzodiazepines

Part 3 - Identification of some, but not necessarily all, patent applications falling within the scope of clause 1 of this Assignment See clause 2 above

Country/region	Application No.	Application Date	Title	Signature for Mewburn Ellis LLP

SIGNED by the said)

Philip Wilson HOWARD)

at: SCHOOL OF PHARMACY)

on: 6/05/2011)

in the presence of:)

Signature: 

Witness

Signature: 

Name: MARINA FOLARIN

Address: THE SCHOOL OF PHARMACY
LONDON WC1N 1AX
29-39 BRUNSWICK SQUARE

SIGNED by the said)

Luke MASTERSON)

at: The School of Pharmacy)

on: 05/05/2011)

in the presence of:)

Signature: [Signature]

Witness

Signature: [Signature]

Name: MARINA FOLARIN

Address: THE SCHOOL OF PHARMACY
29-39 BRUNSWICK SQUARE
LONDON WC1N 1AX

SIGNED by the said)

Arnaud TIBERGHIE)

at: The School of Pharmacy)

on: 05/05/2011)

in the presence of:)

Signature: [Signature]

Witness

Signature: [Signature]

Name: MARINA FOLARIN

Address: THE SCHOOL OF PHARMACY
29-39 BRUNSWICK SQUARE
LONDON WC1N 1AX

SIGNED for and on behalf of)

Spirogen Limited)

at: THE SCHOOL OF PHARMACY)

on: 11/05/11)

in the presence of:)

Signature: [Signature]

Name: DAVID E. THURSTON

Position: CHIEF OF ~~SCIENTIFIC~~ SCIENTIFIC
OFFICER

Witness

Signature: [Signature]

Name: MARINA FOLARIN

Address: THE SCHOOL OF PHARMACY
29-39 BRUNSWICK SQUARE
LONDON WC1N 1AX