

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SIGMA-ALDRICH COMPANY LTD	12/15/2010
RECEIVING PARTY DATA	
Name:	AstraZeneca UK Limited
Street Address:	2 Kingdom Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	W2 6BD
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12895995
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Address Line 4:	Waltham, MASSACHUSETTS 02451
ATTORNEY DOCKET NUMBER:	103822-US-NP/R&I
NAME OF SUBMITTER:	Kalliopi Gantzoudis
Total Attachments: 4 source=103822-1_US_Assignment_of_Patent_Rights_between_SIGMA_AND_AZ_UK[1]#page1.tif source=103822-1_US_Assignment_of_Patent_Rights_between_SIGMA_AND_AZ_UK[1]#page2.tif source=103822-1_US_Assignment_of_Patent_Rights_between_SIGMA_AND_AZ_UK[1]#page3.tif source=103822-1_US_Assignment_of_Patent_Rights_between_SIGMA_AND_AZ_UK[1]#page4.tif	

CH \$40.00 12895995

**CONFIRMATORY ASSIGNMENT OF PATENT RIGHTS**

This Confirmatory Assignment of Patent Rights (this “**Assignment**”) is made as of the 15<sup>th</sup> day of December 2010 (the “**Effective Date**”) by and between

- (1) SIGMA-ALDRICH COMPANY LTD., a company incorporated under England and Wales, with its principal office located at The Old Brickyard, New Road Gillingham, Dorset, SP8 4XT, United Kingdom (“**Assignor**”) and
- (2) ASTRAZENECA UK LIMITED, a company incorporated in England and Wales under no. 3674842 whose registered office is at 2 Kingdom Street, London, W2 6BD, United Kingdom (“**Assignee**”)

**Recitals**

- (A) WHEREAS, Assignor and Assignee have entered into a Master Services Agreement for PR&D dated 1 July 2007 (the “Master Services Agreement”).
- (B) WHEREAS, the Results defined in the Master Services Agreement and are the exclusive property of the Assignee pursuant to section 11 of the Master Services Agreement.
- (C) WHEREAS, Jon Meigh of SAFC Pharma Manchester, Synergy House, Guildhall Close, Manchester Science Park, Manchester, M15 6SY, UK and Mark David Ashton of Flat 4 Monton Lodge, Monton, Eccles, Manchester M30 8EH, UK ( the “Inventors”), have made certain inventions (“Inventions”) in respect of which US Application No. 12/895995 was filed on the 1<sup>st</sup> day of October 2010 (the “**Patent Application**”) which Inventions form part of the Results generated under the Master Services Agreement.
- (D) WHEREAS, the Inventors have signed a Confirmatory Assignment having an Effective Date of 1<sup>st</sup> October 2010 confirming that all his right title and interest in and to the Inventions vest in the Assignor.

- (E) WHEREAS, the Assignor agrees that the Inventions form part of the Results defined in the Master Services Agreement and are the exclusive property of the Assignee pursuant to Section 11 of the Master Services Agreement.

**Agreement**

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

**1      Assignment**

In consideration of the payment by Assignor to Assignee of the sum of £1, the receipt of which is hereby acknowledged, Assignor hereby confirms that it has assigned, sold and transferred to Assignee, with full title guarantee free from all and any charges or other third party rights, the following rights ("**Patent Rights**"):

- 1.1 all of Assignor's right, title and interest in and to the Patent Application, any rights under the International Convention for the Protection of Industrial Property and all other applicable treaties and conventions, any rights of priority with respect to the Patent Application, any divisional, continuation and continuation-in-part applications claiming, directly or indirectly, the benefit of, or priority to, any of the Patent(s) or Patent Application (and equivalents in the United States and other countries), any patents in any country that may be granted to or on the foregoing applications ("**Subsequent Patent(s)**"), any reissues, re-examinations or extensions of such Subsequent Patent(s) (and equivalents in the United States and other countries), to the full end of the term for which the Subsequent Patent(s) have been granted, reissued, re-examined or extended;
- 1.2 all of Assignor's right, title and interest in and to the inventions and improvements disclosed in the Subsequent Patent(s) and Patent Application(s); and
- 1.3 any and all causes of action, claims, demands or other rights occasioned from or because of any and all past and future infringement of any of the Subsequent Patent(s) or Patent Application(s), including all rights to recover damages, profits and injunctive relief for infringement of any of the Subsequent Patent(s) or Patent Application(s).

2. Assignee accepts the above assignment from Assignor.

**3 Further Action**

Assignor agrees, at the reasonable request of Assignee and at Assignee's expense: (a) to execute and deliver any further documents and to take any further actions reasonably necessary to enable Assignee to become the registered owner of the Patent Rights and to secure the benefits of the rights hereby assigned; and (b) to aid in securing and maintaining patent protection for the Patent Rights throughout the world, including, without limitation, cooperating in any proceedings involving examinations, re-examinations, reissues, opposition and cancellation proceedings, interferences, infringement proceedings, court actions and the like.

**4 Recordation**

Assignor hereby authorizes the United States Commissioner of Patents and Trademarks and, as appropriate, the corresponding officials of other countries, to record this Assignment.

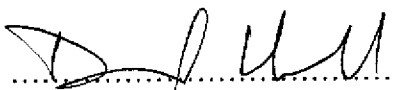
**5 Governing Law and Jurisdiction**

The interpretation and construction of this Agreement shall be governed by the laws of England and the Parties hereby submit to the exclusive jurisdiction of the courts of England for any action, suit or proceeding arising out of or relating to this Agreement.

Any attorney of record is authorized and requested by the execution of this assignment to insert into this assignment any further information necessary for recordation of this document.

THIS ASSIGNMENT IS EXECUTED by the authorised representatives of the parties as of the date first written above.

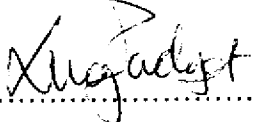
**SIGMA-ALDRICH COMPANY LTD (Assignor)**

Signature: .....  .....

Name: *David Hall*

Title: Authorised Signatory

**ASTRAZENECA UK LIMITED (Assignee)**

Signature : .....  .....

Name : Lucy PADGET

Title : Authorised Signatory