

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Heart Metabolics Limited	12/04/2012
RECEIVING PARTY DATA	
Name:	The University of Birmingham
Street Address:	Edgbaston
City:	Birmingham
State/Country:	UNITED KINGDOM
Postal Code:	B15 2TT
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13319986
CORRESPONDENCE DATA	
Fax Number:	7038164100
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	WFG-5913-6
NAME OF SUBMITTER:	Willem F. Gadiano
Total Attachments: 5 source=5913-6_Confirmatory_Assignment#page1.tif source=5913-6_Confirmatory_Assignment#page2.tif source=5913-6_Confirmatory_Assignment#page3.tif source=5913-6_Confirmatory_Assignment#page4.tif source=5913-6_Confirmatory_Assignment#page5.tif	

CH \$40.00 13319986

CONFIRMATORY ASSIGNMENT OF PATENT RIGHTS FOR PATENT APPLICATION

WHEREAS, Heart Metabolics Limited, (hereinafter ASSIGNOR), a corporation organized existing under the laws of England and whose registered office is at 33 St. James's Square, London, SW1 Y 4JS, is the current owner of the entire right, title and interest in and to U.S. Patent Application No. 13/319,986, filed January 27, 2012, entitled “**PERHEXILINE FOR USE IN THE TREATMENT OF HYPERTROPHIC CARDIOMYOPATHY (HCM)**” the invention covered thereby, and priority rights claimed therein or corresponding thereto, including any and all extensions, renewals, reissues, continuations, divisions and prolongations thereof;

WHEREAS, The University of Birmingham, incorporated by Royal Charter in the United Kingdom, whose principal address is at Edgbaston, Birmingham, B15 2TT, United Kingdom (hereinafter ASSIGNEE), is desirous of acquiring, for the United States of America and all countries foreign to the United States of America, the entire right, title and interest in, to and under (1) the Invention, (2) all patent applications that may be filed for the Invention and that may ultimately claim the benefit of priority from the filing date of the above-identified United States Application, and (3) any Letters Patent that may be granted for said Invention, as hereinafter more fully set forth:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, in consideration of the sum of Ten Dollars (\$10.00) to the Assignors in hand paid and/or of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Invention, and all applications for Letters Patent that may hereafter be filed for said Invention in any country and all Letters Patent that may be granted for said Invention in any country (including, without limitation, all extensions, renewals, reissues, reexaminations and the like thereof and such other forms of protection of industrial property as may be provided by any country), and all rights of priority in any country that are based upon the filing date of the above-identified United States Application and that are created by any law, treaty or international convention; the above transferred right, title and interest to be held and enjoyed by said Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made;

AND THE ASSIGNORS HEREBY authorize and request all appropriate and competent Officials in all countries, whose duty it is to issue or grant Letters Patents on applications as aforesaid, to issue or grant all Letters Patent for said Invention to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND THE ASSIGNORS HEREBY represent and covenant that they have the full right to convey the entire interest herein assigned and that they have not executed, and will not execute, any agreement in conflict herewith;

AND THE ASSIGNORS HEREBY further covenant and agree that, at the request and expense of the Assignee, its successors, legal representatives and assigns, but without demanding further consideration therefor, they will (1) assist in the prosecution of all applications for Letters Patent as herein described and any other applications for Letters Patent that may be made covering said Invention; (2) communicate any and all facts known to him respecting said Invention; (3) testify in any legal proceeding involving said Invention; (4) execute and acknowledge all lawful papers and legal instruments; (5) execute all divisional, continuing, reissue and reexamination applications; (6) make all rightful oaths; and (6) generally do any and every lawful act deemed necessary to aid and cooperate with the Assignee, its successors, legal representatives and assigns in perfecting and maintaining the entire interest conveyed herein and in obtaining and enforcing proper patent or industrial property protection for said Invention in any country, particularly in cases of opposition, interference and litigation;

AND THE ASSIGNORS HEREBY covenant and agree that the rights and obligations set forth in this instrument shall be binding upon, and inure to the benefit of, their heirs, legal representatives, successors and assigns;

AND THE ASSIGNORS HEREBY grant the Assignee, its successors, legal representatives and assigns, the power to insert on this instrument any further identification that may be necessary or desirable to comply with the recordation rules of any appropriate and competent authority, including, without limitation, the United States Patent and Trademark Office.

AND THE PARTIES HEREBY agree that this Assignment may be executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the Assignors and Assignee hereunto sets their hands and seals the day and year set opposite their signatures.

SIGNATURES BEGIN ON THE NEXT PAGE

BY ASSIGNOR:

Dec 4, 2012

Date

PLEASE SEE
NOTARY ATTACHMENT

Peter A. Milne

Heart Metabolics Limited
33 St. James's Square
London SW1Y 4JS
ENGLAND

Witnessed by:

Name: _____

Date: _____

Name: _____

Date: _____

This Assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses. In all cases any formalities of execution required by the by-laws of the assignor company and the state or country having jurisdiction over the assignor, should be observed.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of SANTA CLARA

On DEC. 4, 2012 before me, MAULIK ANIL PANDIT, NOTARY PUBLIC
(Here insert name and title of the officer)

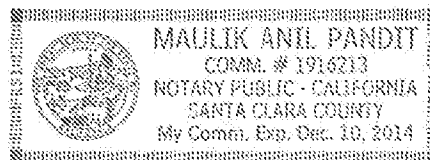
personally appeared PETER G. MILNER

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Maulik
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Assignment of Patent Right
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

BY ASSIGNEE:

10th Dec 2012

Date

[Signature]

The University of Birmingham
Edgbaston

Dr J Williams
Director of Research
& Commercial Services
Finance Office
University Of Birmingham

Witnessed by:

[Signature]

Name: Jonathan Wallis

Date: 10th December 2012

Name: H. Kaur, Helanie Kaur

Date: 10 December 2012

This Assignment should preferably be signed before: (a) a Notary Public if within the U.S.A.; (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses. In all cases any formalities of execution required by the by-laws of the assignor company and the state or country having jurisdiction over the assignor, should be observed.