

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ISIS INNOVATION LIMITED	09/02/2011
RECEIVING PARTY DATA	
Name:	UNIVERSITY OF MANCHESTER
Street Address:	Oxford Road
City:	Manchester
State/Country:	UNITED KINGDOM
Postal Code:	M13 9PL
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12281920
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ATTORNEY DOCKET NUMBER:	50903-002001
NAME OF SUBMITTER:	Susan M. Michaud, Ph.D.
Total Attachments: 7 source=50903_002001_ExecutedAssignment#page1.tif source=50903_002001_ExecutedAssignment#page2.tif source=50903_002001_ExecutedAssignment#page3.tif source=50903_002001_ExecutedAssignment#page4.tif source=50903_002001_ExecutedAssignment#page5.tif source=50903_002001_ExecutedAssignment#page6.tif source=50903_002001_ExecutedAssignment#page7.tif	

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Dated 2nd September 2011

(1) ISIS INNOVATION LIMITED

-and-

(2) THE UNIVERSITY OF MANCHESTER

Patent Assignment

Isis Project No. 2679

1377

THIS AGREEMENT dated _____ 2011 is made between

BETWEEN:

- (1) **ISIS INNOVATION LIMITED** whose registered office is at University Offices, Wellington Square, Oxford OX1 2JD ("the Assignor"); and
- (2) **UNIVERSITY OF MANCHESTER** a royal charter corporation registered under no. RC000797 of Oxford Road, Manchester, M13 9PL ("the Assignee").

INTRODUCTION:

The parties entered into an option agreement dated 5 March 2011 under which the Assignee was given a right to take an assignment of the Applications (as defined below) on certain terms. The Assignee has exercised the option and this Agreement gives effect to that.

AGREEMENT

1. INTERPRETATION

1.1 In this Agreement:

1.1.1

[REDACTED]

1.1.2 "Applications" means PCT patent application PCT/GB2007/000772, which was filed on 06 March 2007 and entitled: Use of TSG-6 for Treating Bone Diseases. Including US patent 12/281920; Europe patent 077112838.7; and Japan patent 2008-557821;

1.1.3 "Inventions" means any product, service or composition which is entirely or partially produced by means, or with the use, of the Applications;

1.1.4

[REDACTED]

1.1.5

[REDACTED]

1.1.6 "University" means the Chancellor, Masters and Scholars of the University of Oxford whose administrative offices are at the University Offices, Wellington Square, Oxford OX1 2JD.

1.2 The headings in this Agreement are for convenience only and shall not affect its interpretation. Use of the words "including" or "includes" shall be construed as being

without limitation. Use of one gender includes the others and the singular includes the plural and vice versa. References to statutes or other laws or to rules shall be reference to these as they may be amended from time to time.

2. ASSIGNMENT

2.1 The Assignor assigns to the Assignee all the Assignor's rights title and interest in the Inventions, including without limitation:

2.1.1 the Applications;

2.1.2 the right to apply for patent or other similar protection or registration in any territory or group of territories in respect of the Inventions and/or the Applications;

2.1.3 the right to claim priority from the Applications under the International Convention for the Protection of Industrial Property and under any other relevant International Convention or Treaty for each country or territory of the union constituted by the relevant Convention in which application may be made;

2.1.4 the benefit of all existing priority dates in relation to the Applications; and

2.1.5 such rights as the Assignor may have to sue for and obtain injunctive relief, damages and other relief in respect of any infringement or misuse in relation to the Applications and/or the Inventions, any patents deriving from the Applications and/or the Inventions, any of the rights conferred by publication of the Applications or the Inventions, or any of the other rights referred to in this clause 2.1.

2.2 The Assignee grants to the University an irrevocable, royalty-free, worldwide, non-exclusive licence for the University and every employee, student, agent and appointee of the University to use the Applications (and any issued patent of the same patent family as well as reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, divisions, and patent registrations of the foregoing) for academic and research purposes. This licence is not transferable, but it includes the right for the University to use the Invention as enabling technology in research projects, including projects which benefit from external funding as long as such funding confers no commercial rights on the funding person or entity.

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[REDACTED]

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4. EXPLOITATION

The Assignee will use its reasonable commercial endeavours to develop and exploit the Inventions and provide to the Assignor evidence of compliance with this clause, upon reasonable request from the Assignor from time to time but not more than once per calendar year.

5. WARRANTIES AND LIABILITY

- 5.1 As at the date of this agreement, The Assignor warrants to the Assignee to the best of the knowledge and belief of the Isis project manager Brijesh Roy, and without carrying out specific searches or enquiries that:
- 5.1.1 the Assignor is the applicant for the Applications;
 - 5.1.2 the Assignor has not previously licensed any of the Applications or the Inventions to any third party;
 - 5.1.3 the Assignor is not aware that any third party owns or claims any rights in any of the Applications or the Inventions that would prevent assignment to the Assignee;
- 5.2 The Assignee agrees to indemnify the Assignor and the University, and hold them harmless, from and against any and all claims, damages and liabilities asserted by third parties and arising from the licensing, exploitation, or use of the Inventions or the Applications by or through the Assignee and its licensees and sub-licensees.
- 5.3 The Assignee undertakes to make no claim against any employee, student, agent or appointee of either the Assignor or the University, being a claim which seeks to enforce against any of them any liability whatsoever in connection with this Agreement or its subject-matter.
- 5.4 The liability of either party for any breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement, will not extend to loss of business or profit or to any incidental or consequential damages or losses.
- 5.5 Nothing in this Agreement shall be construed as a representation or warranty:
- 5.5.1 that any patent will be granted in response to any of the Applications; or
 - 5.5.2 as to the validity or scope of any patent which might be granted; or
 - 5.5.3 that any product or service supplied, or process used, in or through the exercise of rights derived from this Agreement will be free from the infringement of patents or other intellectual property rights of third parties.
- 5.6 In any event, the maximum aggregate liability of either party to the other party under or otherwise in connection with this Agreement or its subject-matter shall not exceed the return of all Net Profits paid by the Assignee under this Agreement.
- 5.7 If any sub-clause of this clause 5 is held to be invalid or unenforceable under any applicable statute or rule of law, then it shall be deemed to be omitted, and if as a result any party becomes liable for loss or damage which would otherwise have been excluded, then such liability shall be subject to the remaining sub-clauses of this clause 5.

6. FURTHER ASSURANCE

The Assignor undertakes at the Assignee's expense to do all such further acts and execute all such further documents as the Assignee may reasonably require to secure the vesting in the Assignee or the Assignee's successors in title or nominees of the rights and interests intended to be transferred in this Agreement, and to give the Assignee the full benefit of this Agreement.

7. FORCE MAJEURE

If the performance by any party of any of its obligations under this Agreement is prevented by circumstances beyond that party's reasonable control, then such party shall be excused from performance of that obligation for the duration of the relevant event.

8. NOTICES

The Assignor's representative for the purpose of receiving notices, payments and shall until further notice be: The Managing Director, Isis Innovation Ltd, Ewert House, Ewert Place, Summertown, Oxford, OX2 7SG, Fax: 01865 280831.

The Assignee's representative for the purpose of receiving notices shall until further notice be: The CEO, The University of Manchester I3 Limited, Core Technology Facility, 46 Grafton Street, Manchester M13 9NT, Fax: 0161 606 7307.

9. GENERAL


- 9.1 The Assignee may assign the Applications and/or the Inventions to a subsidiary of the Assignee with the prior written consent of the Assignor (which shall not be withheld unreasonably), provided that any such assignee shall covenant directly with the Assignor to be bound by the terms of this Agreement.
- 9.2 Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the parties or the relationship between any of them of principal and agent.
- 9.3 This Agreement constitutes the entire agreement between the parties with regard to the Applications and Inventions. Neither party has relied on any statement that is not expressly set out in this Agreement.
- 9.4 Any variation of this Agreement shall be in writing and signed by authorised signatories for all parties.
- 9.5 Save for the persons mentioned in clauses 2.2, 5.1, 5.2 and 9.6, a person who is not a party to this Agreement has no right under the English Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 9.6 The Assignee shall not use the name of the University in any marketing or promotions or media in connection with the Inventions and/or the Applications without the prior written consent of the Assignor.
- 9.7 This Agreement shall be governed by English law, and the English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection

with this Agreement.

THIS AGREEMENT was duly executed.

SIGNED for and on behalf of
ISIS INNOVATION LIMITED

Signature:



Name:

Linda Naylor
Head of Technology Transfer
and Consulting
Isis Innovation LTD

Position:

SIGNED for and on behalf of
UNIVERSITY OF MANCHESTER

Signature:



Name:

JANE SHELTON

Position:

DIRECTOR OF FINANCE &
BUSINESS SERVICES, UMMS