

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Medical Research Council	01/11/2013
RECEIVING PARTY DATA	
Name:	Bicycle Therapeutics Limited
Street Address:	Meditrina, Babraham Research Campus
City:	Cambridge
State/Country:	UNITED KINGDOM
Postal Code:	CB22 3AT
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13147257
Application Number:	13390252
CORRESPONDENCE DATA	
Fax Number:	6503183374
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6503183374
Email:	patents@convergentlaw.com
Correspondent Name:	Convergent Law Group LLP
Address Line 1:	475 N. Whisman Road, Suite 400
Address Line 4:	Mountain View, CALIFORNIA 94043
ATTORNEY DOCKET NUMBER:	EAPD003, 006
NAME OF SUBMITTER:	Debbie Nishihara
Total Attachments: 14 source=EAPDAssignment_Asfiled_1_30_13#page1.tif source=EAPDAssignment_Asfiled_1_30_13#page2.tif source=EAPDAssignment_Asfiled_1_30_13#page3.tif	

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Deed of assignment of intellectual property rights

Dated 16 January 2013
(1) Medical Research Council
(2) Bicycle Therapeutics Limited

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This Deed is made on
Between:

11 January 20 13

- (1) Medical Research Council, an unincorporated association whose registered office is at 14th Floor, One Kemble Street, London, WC2B 4AN (the "**Assignor**"); and
- (2) Bicycle Therapeutics Limited incorporated and registered in England and Wales with company number 6960780 whose registered office is at Meditrina, Babraham Research Campus, Cambridge, CB22 3AT (the "**Assignee**").

Background:

- (A) Given that the Additional Funding (as defined in the Main Agreement) has been completed and pursuant to Clause 9 of the Main Agreement, the Assignor wishes to assign to the Assignee the Assigned Rights (as defined below) on the terms set out in this agreement.

It is agreed as follows:

1 Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

"Assigned Rights"	All Intellectual Property Rights in and to the Pre-Existing Platform IP, the Initial Financing Platform IP as defined in the Main Agreement and the Patents;
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"Intellectual Property Rights"	patents, rights to inventions, copyright and related rights, trade marks, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"Main Agreement"	the Intellectual Property Licence and Assignment Agreement dated 1 July 2010 between the Assignor and the Assignee;
"Patents"	the patents and the applications, short particulars of which are set out in Schedule 1 ;

- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement.
- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.

- 1.4 References to clauses and schedules are to the clauses and schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 **Writing or written** includes faxes but not e-mail.
- 1.10 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2 Assignment

- 2.1 In consideration of £1.00 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights including:
- 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Assigned Rights;
- 2.1.2 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this agreement.

3 Transfer of Know How and Materials

- 3.1 The Assignor shall, within 30 days from execution of this Agreement, transfer to the Assignee all know how and materials relating to or connected with the Assigned Rights which to the reasonable knowledge of the Assignor is not already in the Assignees possession.

4 Warranties

- 4.1 The Assignor warrants that:
- 4.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
 - 4.1.2 for each of the applications and registrations listed in **Schedule 1** it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
 - 4.1.3 it has not licensed or assigned any of the Assigned Rights save as for any licence between the Assignor and Assignee;
 - 4.1.4 the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
 - 4.1.5 so far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights, and there is nothing that might prevent any application listed in **Schedule 1** proceeding to grant; and

5 Indemnity

- 5.1 The Assignor shall indemnify and hold the Assignee harmless against all liabilities, costs, expenses, damages and losses (including loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) (hereinafter "Losses") suffered or incurred by the Assignee arising directly out of or in connection with any breach by the Assignor of the warranties in clause 4 above. To avoid doubt this indemnity shall exclude consequential or indirect Losses.
- 5.2 Subject to clause 5.3 below, this indemnity shall apply whether or not the Assignee has been negligent or at fault.
- 5.3 Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

6 Further assurance

- 6.1 The Assignor shall, at the Assignee's cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests, to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this agreement, including:
- 6.1.1 registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and

- 6.1.2 assisting the Assignee in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.
- 6.2 The Assignor irrevocably appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the Assignee or by any person appointed in accordance with clause 6.4.3 that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.
- 6.3 This power of attorney is irrevocable as long as any of the Assignor's obligations under this agreement remain undischarged.
- 6.4 Without prejudice to clause 6.2, the attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:
 - 6.4.1 take any action that this agreement requires the Assignor to take;
 - 6.4.2 exercise any rights which this agreement gives to the Assignor; and
 - 6.4.3 appoint and remove one or more substitute attorneys with full power as the Assignor's attorney on terms that the attorney thinks fit.
- 6.5 The Assignor must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause.

7 Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

8 Entire agreement

- 8.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 8.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.
- 8.3 Nothing in this clause shall limit or exclude any liability for fraud.

9 Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10 Severance

10.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

10.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

11 Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

12 Third party rights

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

13 Notices

13.1 Any notice or other communication required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

13.1.1 Assignor:

Medical Research Council

c/o Medical research Council Technology

Lynton House,

7-12 Tavistock Square,

London WC1H 9LT

13.1.2 Assignee:

Dr Rolf Guenther,

Bicycle Therapeutics Limited,

Meditrina,
Babraham Research Campus,
Cambridge, CB22 3AT

or as otherwise specified by the relevant party by notice in writing to each other party.

- 13.2 Any notice or other communication shall be deemed to have been duly received:
- 13.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;
- 13.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
- 13.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 13.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.
- 13.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14 Governing law and jurisdiction

- 14.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).


This document has been signed as a deed and delivered on the date first above written

Executed as a deed

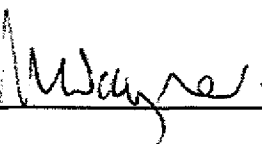
by Medical Research Council

acting by *

in the presence of:

) 
)
) GRAHAM WAGNER
)

Witness signature:



Witness name:

MARGARET WAGNER

Witness address:

WOODLANDS, NAPHILL COMMON,
NAPHILL, BUCKS, HP14 4SZ

Witness occupation:

Retired.

Executed as a deed

)

by Bicycle Therapeutics Limited

)

acting by *

)

in the presence of:

)

Richter

Witness signature:



Witness name:

ELIZABETH M HUDSON

Witness address:

Bicycle Therapeutics Limited
Babraham Research Campus

Witness occupation:

Cambridge CB22 3AT, UK
Executive Assistant

Schedule 1

The Patents

Country or territory	Application number	Date of filing or registration	Description
Australia	2010281869	12/8/2010	Case 20206 – diversity modification MRCT Ref: A813/2426
Canada	2,770,240	12/8/2010	Case 20206 – diversity modification MRCT Ref: A813/2426
China	201080035488.1	12/8/2010	Case 20206 – diversity modification MRCT Ref: A813/2426
Europe	10744529.8	12/8/2010	Case 20206 – diversity modification MRCT Ref: A813/2426
India	1245/CHENP/2012	12/8/2010	Case 20206 – diversity modification MRCT Ref: A813/2426
Singapore	201200753-0	12/8/2010	Case 20206 – diversity modification MRCT Ref: A813/2426
USA	13/390,252	12/8/2010	Case 20206 – diversity modification MRCT Ref: A813/2426
Japan	2012-524149	12/8/2010	Case 20206 – diversity modification MRCT Ref: A813/2426
Europe	10703808.5	4/2/2010	Case 20366 – Tricycle MRCT Ref: A813/2501
USA	13/147,308	4/2/2010	Case 20366 – Tricycle

			MRCT Ref: 2501
Australia	2010211283	4/2/2010	Case 20367 – structured peptide MRCT Ref: A813/5202
Canada	2,750,969	4/2/2010	Case 20367 – structured peptide MRCT Ref: A813/5202
China	201080015779	4/2/2010	Case 20367 – structured peptide MRCT Ref: A813/5202
Europe	10704902.5	4/2/2010	Case 20367 – structured peptide MRCT Ref: A813/5202
India	5613/CHENP/2011	4/2/2010	Case 20367 – structured peptide MRCT Ref: A813/5202
Japan	2011-548606	4/2/2010	Case 20367 – structured peptide MRCT Ref: A813/5202
Singapore	201105439-2	4/2/2010	Case 20367 – structured peptide MRCT Ref: A813/5202
USA	13/147,257	4/2/2010	Case 20367 – structured peptide MRCT Ref: A813/5202
Australia	2010211282	4/2/2010	Case 20368 – multispecific MRCT Ref: A813/2503
Canada	2,751,505	4/2/2010	Case 20368 – multispecific MRCT Ref: A813/2503

China	201080017619.3	4/2/2010	Case 20368 – multipsecific MRCT Ref: A813/2503
Europe	10704093.3	4/2/2010	Case 20368 – multispecific MRCT Ref: A813/2503
India	5617/CHENP/2011	4/2/2010	Case 20368 – multipsecific MRCT Ref: A813/2503
Japan	2011-548605	4/2/2010	Case 20368 – multispecific MRCT Ref: A813/2503
Singapore	201105440-0	4/2/2010	Case 20368 – multipsecific MRCT Ref: A813/2503
USA	13/147,289	4/2/2010	Case 20368 – multispecific MRCT Ref: A813/2503
Australia	2009211253	4/2/2009	Case 20393 – Winter/Heinis MRCT Ref: A813/2162
Europe	09708496.6 [Patent No. 2257624]	4/2/2009 [Grant Date 25/04/2012]	Case 20393 – Winter/Heinis MRCT Ref: A813/2162
Europe	12151953.2	4/2/2009	Case 20393 – Winter/Heinis MRCT Ref: A813/2162
USA	12/866,214	4/2/2009	Case 20393 – Winter/Heinis MRCT Ref: A813/2162

Japan	2010-545546	4/2/2009	Case 20393 – Winter/Heinis MRCT Ref: A813/2162
Canada	2,714,477	4/2/2009	Case 20393 – Winter/Heinis MRCT Ref: A813/2162