

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ASTERAND UK LIMITED	07/31/2012
RECEIVING PARTY DATA	
Name:	ASTERAND UK ACQUISITION LIMITED
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City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	N1 7JQ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7528157
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ATTORNEY DOCKET NUMBER:	BJS-620-568
NAME OF SUBMITTER:	B. J. Sadoff
Total Attachments: 10 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

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PATENT ASSIGNMENT

**THIS PATENT ASSIGNMENT** (this "Assignment") is made as of July 31, 2012, by and between Asterand UK Limited (formerly called Pharmagene Laboratories Limited and whose name was changed on 3 January 2006), a private company limited by shares, incorporated under the laws of England & Wales with company number 03113041 whose registered office is at 2 Orchard Road, Royston, Hertfordshire SG8 5HD United Kingdom (and whose registered office was at 2A Orchard Road, Royston, Hertfordshire, United Kingdom which change of address took place on 24 December 2001) ( the "Assignor"), and Asterand UK Acquisition Limited, a private company limited by shares, incorporated under the laws of England & Wales with company number 08092729 whose registered office is at 6-8 Underwood Street, London, N1 7JQ, United Kingdom, ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated June 10, 2012 (the "Purchase Agreement"); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the entire right, title and interest in, to and under (i) the patent(s), patent application(s) and invention disclosure(s) listed in Schedule A attached hereto; (ii) any patent application(s) filed as a continuation, division, or continuation-in-part of the patent application(s) described in clause (i), patents issuing therefrom and reissues, reexaminations and extensions of such patents; (iii) any patent application(s) filed in respect of the inventions that are the subject of the invention disclosures listed in Schedule A attached hereto; and (iv) any foreign counterpart to the patent(s) and patent application(s) described in clauses (i)-(iii) (including divisions, continuations, confirmations, additions, renewals or continuations-in-part of such patent applications), patents issuing therefrom and extensions thereof (collectively, the "Patents").

**NOW, THEREFORE**, in consideration of the sum of £1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns, transfers and sets over to Assignee and the Assignee accepts the entire right, title and interest in and to the Patents, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable on or after the date hereof, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

The Assignor consents to the recordation of this Assignment with the United States Patents and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries.

The Assignor shall, at Assignee's expense (with reasonable compensation from Assignee to such Assignor), take reasonable further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Patents and this Assignment; (3) obtaining any additional patent protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation, recordation or perfection of this Assignment in all applicable jurisdictions throughout the world.

\* \* \* \*

# State of Michigan



DEPARTMENT OF STATE

## APOSTILLE

(Convention de La Haye du 5 Octobre 1961)

1. Country: **UNITED STATES OF AMERICA**

*This public document*

2. has been signed by: **TIFFANY HATFIELD**

3. acting in capacity of: **Michigan Notary Public**

4. bears the seal of: **TIFFANY HATFIELD**  
**OAKLAND County, Michigan**

### CERTIFIED:

5. at Lansing , Michigan

6. the 14th of September, 2012

7. by Secretary of State, State of Michigan

8. NO. 100687-2-295821-OGS

9. Seal/Stamp:

10. Signature:



**Ruth Johnson**

This certification attests only to the authenticity of the signature of the official who signed the affixed document, the capacity in which that official acted, and where appropriate, the identity of the seal or stamp which the document bears. This certification is not intended to imply that the contents of the document are correct, nor that they have the approval of the State of Michigan.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

**ASSIGNOR:**

ASTERAND UK LIMITED, a private company limited by shares, incorporated under the laws of England & Wales with company number 03113041

By: [Signature]  
Name: Jack Davis  
Its: Authorized Signatory

**Witness 1:**

Signature of Witness: [Signature]  
Name: [Name]  
Address: [Address]

**Witness 2:**

Signature of Witness: [Signature]  
Name: [Name]  
Address: [Address]

COUNTRY: US )  
COUNTY OF Wayne ) SS  
CITY OF Detroit )

I, the undersigned, a Notary Public in and for said County, in the City aforesaid, DO HEREBY CERTIFY that on 8/6, 2012, Jack Davis personally known to me to be the Authorized Signatory of ASTERAND UK LIMITED, a private company limited by shares, incorporated under the laws of England & Wales with company number 03113041, and authorised to sign on behalf of said company, did sign, seal and deliver the foregoing Patent Assignment as his/her free and voluntary act and binding on the said company, for the uses and purposes therein set forth.

[Signature]  
Notary Public, County of Wayne  
City of Detroit  
My Commission Expires: 6-19-2012  
County of Residence: Macomb

[ASSIGNEE'S SIGNATURE ON THE FOLLOWING PAGE]

[SIGNATURE PAGE TO THE PATENT ASSIGNMENT AGREEMENT]



ENGLAND AND WALES     )  
  ) s.s.  
CITY OF LONDON         )

On this thirty first day of July in the year two thousand and twelve before me **MICHELLE SCOTT-BRYAN** of the City of London, England **NOTARY PUBLIC** by royal authority duly admitted, sworn and holding a faculty to practise throughout England and Wales personally came and appeared **IAN WEBSTER RATCLIFFE** who is known to me to be a director of **ASTERAND UK ACQUISITION LIMITED**, a United Kingdom company duly organised and existing, registered with the Registrar of Companies for England and Wales under number 8092729, and who identified himself to me and who signed and executed the foregoing document in my presence and who acknowledged to me that he executed the same for and on behalf of the said company for the uses and purposes therein set forth.





**Schedule of Asterand UK Limited Cases****Patent Family PO24: EP2 receptor agonists**

<b>Mewburn Reference</b>	<b>Application Number</b>	<b>Publication/Patent Number</b>	<b>Application Date</b>	<b>Country</b>
6397582	05708287.7	1723132	11.02.2005	EP
6277164	11/055,724	7,326,732	11.02.2005	US
6516454	11/950,613	7,662,839	11.02.2005	US
6589865	12/346,516	7,803,841	11.02.2005	US
6697452	12/820,752	-	11.02.2005	US

**Patent Family PO31: EP2 receptor agonists**

<b>Mewburn Reference</b>	<b>Application Number</b>	<b>Publication/Patent Number</b>	<b>Application Date</b>	<b>Country</b>
6529085	2006277786	-	09.08.2006	AU
6527881	PI0614724-0	-	09.08.2006	BR
6527899	2618486	-	09.08.2006	CA
6533889	06779103.8	1951701	09.08.2006	EP
6527915	2008-525637	2009-505973	09.08.2006	JP
6527907	1970/DELNP/2008	-	09.08.2006	IN
6527873	12/063,421	8,080,567	09.08.2006	US

**Patent family PO33: Difluorobiphenylamide derivatives for the treatment of ocular hypertension**

<b>Mewburn Reference</b>	<b>Application Number</b>	<b>Publication/Patent Number</b>	<b>Application Date</b>	<b>Country</b>
6702856	09708635.9	2238101	05.02.2009	EP
6702906	2010-544786	-	05.02.2009	JP
6702864	12/865,321	-	05.02.2009	US

**Patent Family PO11: Assay method of detecting 5HT2B antagonists / Methods for the treatment of IBS**

<b>Mewburn Reference</b>	<b>Application Number</b>	<b>Publication/Patent Number</b>	<b>Application Date</b>	<b>Country</b>
5895818	09/722,379	6,444,477	28.11.2000	US

**Patent Family PO14: 2-oxazolamines and their use as 5HT2B receptor antagonists**

<b>Mewburn Reference</b>	<b>Application Number</b>	<b>Publication/Patent Number</b>	<b>Application Date</b>	<b>Country</b>
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6236368	163110	163110	11.02.2003	IL
6236269	2003-567408	4439266	11.02.2003	JP
6236350	534539	534539	11.02.2003	NZ

**BTG-licensed cases****Patent Family PO19 [BTG ref 500797]**

<b>Mewburn Reference</b>	<b>Application Number</b>	<b>Publication/Patent Number</b>	<b>Application Date</b>	<b>Country</b>
6313605	2004207675	2004207675	29.01.2004	AU
6313597	2514220	2514220	29.01.2004	CA
6313621	200480007457.X	ZL200480007457.X	29.01.2004	CN
6313571	04706221.1	1603893	29.01.2004	EP <sup>1</sup>
6313613	3357/DELNP/2005	222958	29.01.2004	IN
6313589	2006-502209	-	29.01.2004	JP
6313639	10-2005-7014131	10-1094003	29.01.2004	KR
6313647	20053971	-	29.01.2004	NO
6192306	10/766,030	7,196,089	29.01.2004	US
6423784	11/615,024	7,528,157	29.01.2004	US
6488183	11/889,570	7,507,754	29.01.2004	US
6609523	12/360,954	7,858,644	29.01.2004	US

**Patent Family [BTG ref 501027]**

<b>Mewburn Reference</b>	<b>Application Number</b>	<b>Publication/Patent Number</b>	<b>Application Date</b>	<b>Country</b>
5916580	199891776	757265	25.09.1998	AU
5916572	2345248	2345248	25.09.1998	CA
5916614	98944111.8	1115404	25.09.1998	EP <sup>2</sup>
5793443	9820936.4	2341799	25.09.1998	GB
6663017	2009-235310	-	25.09.1998	JP
6506711	11/976,945	2008-0247954	25.09.1998	US

**Patent Family [BTG ref 501028]**

<b>Mewburn Reference</b>	<b>Application Number</b>	<b>Publication/Patent Number</b>	<b>Application Date</b>	<b>Country</b>
6091599	2000234451	2000234451	24.03.2000	AU
6091581	2402099	2402099	24.03.2000	CA
6091607	00912807.5	1267867	24.03.2000	EP <sup>3</sup>
6091573	2001-570263	2003-528144	24.03.2000	JP

**Patent Family PO23 [BTG ref 501029]**

<b>Mewburn Reference</b>	<b>Application Number</b>	<b>Publication/Patent Number</b>	<b>Application Date</b>	<b>Country</b>
6370274	2004281225	2004281225	15.10.2004	AU
6370290	2542440	-	15.10.2004	CA <sup>4</sup>

6370282	200480037433.9	ZL200480037433.9	15.10.2004	CN
6370308	04768922.9	1673360	15.10.2004	EP <sup>5</sup>
6370332	10-2006-7009418	10-2006-0097028	15.10.2004	KR
6370340	20062187	-	15.10.2004	NO
6371942	10/576,095	7,569,602	15.10.2004	US
6243349	10/964,831	7,417,068	15.10.2004	US

<sup>1</sup> AT, BE, CH, CZ, DE, DK, ES, FI, FR, GB, GR, HU, IE, IT, LU, MC, NL, PT, RO, SE, SK  
[DE patent no. 602004013938.6]

<sup>2</sup> AT, BE, CH, CY, DE, DK, ES, FI, FR, GR, IE, IT, LU, MC, NL, PT, SE [DE patent no.  
69821142.1, ES patent no. 2213914, GR patent no. 3048618]

<sup>3</sup> BE, CH, DE, DK, FR, GB, IE, IT, NL, SE [DE patent no. 60038902.2]

<sup>4</sup> Currently abandoned; reinstatable

<sup>5</sup> DE, FR, GB [DE patent no. 602004018527.2]