

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2614794

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KBIOSCIENCES LIMITED	07/01/2011
RECEIVING PARTY DATA	
Name:	KBIO LIMITED
Street Address:	QUEENS ROAD
City:	TEDDINGTON, MIDDLESEX
State/Country:	UNITED KINGDOM
Postal Code:	TW11 0LY
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7615620
CORRESPONDENCE DATA	
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Phone:	9498551246
Email:	jweissberger@stetinalaw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	KIT M. STETINA, ESQ.
Address Line 1:	75 ENTERPRISE, SUITE 250
Address Line 4:	ALISO VIEJO, CALIFORNIA 92656
ATTORNEY DOCKET NUMBER:	MCLRK-000
NAME OF SUBMITTER:	KIT M.STETINA
Signature:	/kit m. stetina/
Date:	11/14/2013
Total Attachments: 6	

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PATENT  
 REEL: 031600 FRAME: 0961

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## IP Rights Assignment

KBiosciences Limited

and

KBio Limited

1 July 2011

BN\NYR\LS01.0002

**PATENT**  
**REEL: 031600 FRAME: 0963**

THIS ASSIGNMENT is made on 1 July 2011

**BETWEEN:**

- (1) **KBIOSCIENCES LIMITED** (No. 4463772) whose registered office is at Unit 7 Maple Park, Essex Road, Hoddesdon, Hertfordshire EN11 0EX ("**Assignor**"); and
- (2) **KBIO LIMITED** (No. 7686158) whose registered office is at Queens Road, Teddington, Middlesex, TW11 0LY ("**Assignee**").

**RECITALS**

The Assignor, as the owner of certain inventions, knowhow and other rights, wishes to assign them to the Assignee on the terms set out in this agreement.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

1.1 The following terms will have the following meanings:

"**Application**" means the patent application(s) specified in the schedule;

"**Copyright**" means such existing and future copyright throughout the world as is now or may in the future be vested in the Assignor and as may subsist in the Invention, including the copyright in any of the Knowhow;

"**Design Rights**" means such existing and future registered and unregistered design rights throughout the world as are now or may in the future be vested in the Assignor and as may subsist in the Invention;

"**Effective Date**" means the date at the head of this agreement;

"**Invention**" means the invention the subject of the Application;

"**IPR**" means the Patents, the Copyright, the Design Rights and all rights in the Knowhow;

"**IP Rights**" means the rights described in clause 3.1;

"**Knowhow**" means:

- (a) technical information, data, knowledge, inventions, techniques, processes, systems, formulae and results of experimentation;
- (b) drawings, designs, statistics, notes, records, reports and other materials and information; and
- (c) software,

relating to the Invention and otherwise held or owned by the Assignor;

"**Patents**" means:

- (a) those patents specified in the Schedule;
- (b) the Application and any patents which may be granted pursuant to the Application;
- (c) any patents and applications corresponding to the Application which may be granted to or made by the Inventor or the Assignor in other countries; and

- (d) any re-issues and extensions of such patents and divisions and continuations of such applications;

**"Relevant Law"** means any relevant national law (including the UK Patents Act 1977) or international law, convention (including the International Convention for the Protection of Industrial Property) or treaty in any territory or group of territories; and

**"Sale Agreement"** means the Business Sale Agreement dated the date hereof between the Assignor and Assignee.

1.2 In this agreement, unless otherwise expressly specified:

- (a) a reference to a statute or statutory instrument or any of their provisions is to be construed as a reference to that statute or statutory instrument or such provision as the same may have been or may after the Effective Date be amended or re-enacted;
- (b) grammatical variants of terms defined in clause 1.1 will bear their corresponding meanings; and
- (c) **"this agreement"** includes the schedule to it.

## 2. COMMENCEMENT

This agreement will be deemed to come into force on the Effective Date.

## 3. ASSIGNMENT AND CONSENT

3.1 For the consideration set out in the Sale Agreement, the Assignor assigns its respective rights and interests in the following to the Assignee with full title guarantee:

- (a) the Invention and the IPR;
- (b) any invention essentially related to the Invention and Application of which the Assignor is or becomes owner and which is disclosed to the Assignee to the intent that it will be included in an application by the Assignee, claiming priority from the Application, under any Relevant Law;
- (c) the right to apply for patent or similar protection in any territory in connection with any Know How or regarding any invention assigned under clause 3.1 and the right to claim priority under any Relevant Law; and
- (d) the right to sue for past infringement in respect of any invention or rights assigned under clause 3.1 and to retain any damages as a result of such action.

## 4. FURTHER ASSURANCE

4.1 The Assignor agrees with the Assignee that:

- (a) it will, as far as necessary, permit and enable the Assignee to apply for and will take all reasonable steps to assist the Assignee in obtaining the grant of patent or similar protection in respect of any invention assigned under clause 3.1 in any territory as may be required by the Assignee; and
- (b) it will at the request and cost of the Assignee execute all such deeds and documents and do all such acts and things as the Assignee may require to give effect to this assignment and to perfect the title of the Assignee in the IP Rights.

5. **GOVERNING LAW AND JURISDICTION**

5.1 This agreement and any dispute will be governed by and construed in accordance with English law.

The parties have witnessed this agreement by signing below via their respective duly authorised representatives on the date at the head of this agreement.

**SCHEDULE**

Publication Number	Publication date	Application number	Application date
AU2002218130 AA	20020527	AU20020215130	20011119
EP1337336 A2	20030827	EP20010983708	20011119
GB200028275 A0	20010103	GB20000028275	20001120
GB2369088 A1	20020522	GB20000028275	20001120
GB2369088 B2	20050608	GB20000028275	20001120
US2004067171 AA	20040408	US20030432188	20031020
WO0240158 A2	20020523	WO20010805100	20011119
WO0240158 A3	20020801	WO20010805100	20011119
AT456670 E	20100215	AT20000252796T	20000830
DE602006011976 D1	20100318	DE20000011976T	20000830
DK1726664 T3	20100917	DK20000252796T	20000830
EP1726664 A1	20061129	EP20000252796	20000830
EP1726664 B1	20100127	EP20000252796	20000830
ES2340058 T3	20100928	ES20000252796T	20000830
GB200510979 A0	20050708	GB20050010979	20050528
GB200610653 A0	20060709	GB20060010653	20060530
GB2426520 A1	20061129	GB20060010653	20060530
PT1726664 T	20100414	PT20000252796T	20000530
SI1726664 T1	20100630	SI2000030612T	20000530
US2007117108 AA	20070524	US20060443547	20060530
US7615620 B8	20091110	US20060443547	20060530
GB200811755 A0	20080730	GB20080011755	20080627
GB200911162 A0	20090812	GB20090011162	20090629
GB2461183 A1	20091230	GB20090011162	20090629
WO09156767 A2	20091230	WO20090850753	20090629
WO09156767 A3	20100527	WO20090850753	20090629

Signed by Philip Robinson  
for and on behalf of KBIOSCIENCES LIMITED  
in the presence of:

*P.S. Robinson*

John Kirkwood  
J. *[Signature]*  
3 Temple Row West  
Birmingham  
B2 5AL

Signed by Simon Parsons  
for and on behalf of KBIO LIMITED  
in the presence of:

*[Signature]*

YOANA YOSHOVACA  
*[Signature]*  
Broadwalk  
House  
5 Appold Street  
London EC2A 2HA