

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2673250

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PROTEXEON LIMITED	07/01/2013
RECEIVING PARTY DATA	
Name:	IMPERIAL INNOVATIONS LIMITED
Street Address:	52 PRINCES GATE
Internal Address:	EXHIBITION ROAD
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	SW7 2PG
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	11667065
Application Number:	10512758
Application Number:	10573093
Application Number:	09378806
Application Number:	09857146
Application Number:	09881178
CORRESPONDENCE DATA	
Fax Number:	
Email:	yartsisheuskaya@kenyon.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	KENYON & KENYON, LLP
Address Line 1:	ONE BROADWAY
Address Line 4:	NEW YORK, NEW YORK 10004
NAME OF SUBMITTER:	YULIYA ARTSISHEUSKAYA

Signature:	/Yuliya Artsisheuskaya/
Date:	01/08/2014
Total Attachments: 11 source=executed_Assignment_46001#page1.tif source=executed_Assignment_46001#page2.tif source=executed_Assignment_46001#page3.tif source=executed_Assignment_46001#page4.tif source=executed_Assignment_46001#page5.tif source=executed_Assignment_46001#page6.tif source=executed_Assignment_46001#page7.tif source=executed_Assignment_46001#page8.tif source=executed_Assignment_46001#page9.tif source=executed_Assignment_46001#page10.tif source=executed_Assignment_46001#page11.tif	

THIS DEED OF ASSIGNMENT is made on 1 July 2013 and takes effect from 1st May 2013 (the "Effective Date") between:

- (1) **Protexeon Limited**, a company incorporated in England and Wales under registration number 4025849 and whose registered address is Hersham Place Technology Park, Molesey Road, Walton-on-Thames, Surrey KT12 4RZ, UK (the "Assignor");
- (2) **Imperial Innovations Limited** a company incorporated in England and Wales under registration number 02060639 and whose registered address is 52 Princes Gate, Exhibition Road, London SW7 2PG, UK (the "Assignee").

WHEREAS:

- A. The Assignor owns certain Patents (as defined below).
- B. In consideration for £1, the Assignor has agreed to assign all right, title and interest in the Patents to the Assignee subject to the terms of this Assignment.

THIS DEED OF ASSIGNMENT WITNESSES as follows:

1. Definitions

In this Assignment, the following words shall have the following meanings:

"Claims"	all demands, claims and liability (whether criminal or civil, in contract, tort or otherwise) for losses, damages, costs and other expenses (including without limitation legal expenses) of any nature whatsoever incurred in connection therewith.
"Patents"	the patent applications identified in the Schedule and any patents and patent applications which are based upon or derive priority from such patent applications.
"Purchase Agreement"	that certain agreement dated 3 October 2005 between Imperial FF & P Gordon House LLP, William Ginsberg, Nicholas Peter Franks, Mervyn Maze (collectively the "Vendors"), Prodair Corporation and Air Products and Chemicals, Inc. related to the sale and purchase in the issued share capital of Protexeon Limited.
"Termination Agreement"	that certain agreement dated having an effective date of 1 st May 2013 terminating the Purchase Agreement.

References in this Assignment to Clauses, Recitals, Schedules and Parties are to the clauses, recitals, schedules and parties of and to this Assignment.

2. Assignment

- 2.1 Subject to the execution of the Termination Agreement, the Assignor hereby assigns and transfers to the Assignee all right, title and interest in the Patents absolutely and with full title guarantee in consideration of the sum of £1.00 (receipt of which is hereby acknowledged).

Page 1
Air Products Ref. No.: 211-998-P-A
13/06/2013 11:08:07

2.2 The assignment effected by Clause 2.1 shall include, without limitation, the assignment and transfer of:

- 2.2.1 all patents and other intellectual property that may be granted pursuant to the Patents, as well as all patents and other intellectual property that may derive priority from or have equivalent claims to or be based upon the Patents in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Patents shall be deemed to include all such items of property;
- 2.2.2 all copyright, database rights, registered or unregistered design rights or other intellectual property rights in respect of the Patents;
- 2.2.3 all rights in respect of any data, databases or confidential information that form part of the Patents;
- 2.2.4 all rights of ownership of any materials that form part of the Patents; and
- 2.2.5 all rights of action, powers and benefits arising from ownership of the Patents, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment.

2.3 The Assignor shall execute such documents and give such assistance as the Assignee may reasonably request:

- 2.3.1 to secure the vesting in the Assignee of all rights in the Patents;
- 2.3.2 to uphold the rights of the Assignee in the Patents; and
- 2.3.3 to defeat any challenge to the validity of, and resolve any questions concerning, the Patents.

The obligations on the Assignor under this Clause 2.3 shall continue in force until the end of the term (including without limitation any extensions granted in respect of the Patents) of the last to expire of the Patents.

2.4 The Assignor shall, by 31 May 2013, hand over to the Assignee all documents, correspondence, notes, drawings models, prototypes and other items relating to the Patents.

3. Warranty

3.1 The Assignor warrants that:

- 3.1.1 It is the sole legal and beneficial owner of and owns all the rights and interests in the Patents;
- 3.1.2 for each of the applications and registrations listed in Schedule 1, all application, registration and renewal fees have been paid in full through (and including) the date of execution of this Agreement;
- 3.1.3 the Patents are free from any security interest, option, mortgage, charge or lien, except for the encumbrances to the benefit of the Vendors as set forth in the Purchase Agreement which encumbrances will be terminated with the execution of the Termination Agreement;
- 3.1.4 it has not assigned or agreed to assign the Patents to any third party or otherwise encumbered the Intellectual Property; and

Page 2
Air Products Ref. No.: 211-998-P-A
13/06/2013 11:08:07

3.1.5 it is not a party to any agreement or understanding (oral or written) which would in any manner be inconsistent with the assignment of rights provided for in this Assignment.

4. Indemnity

4.1 The Assignor shall indemnify the Assignee against all Claims suffered or incurred by the Assignee arising out of or in connection with any breach by the Assignor of the warranties in Clause 3 or out of any claim by a third party based on any facts which if substantiated would constitute such a breach.

5. Governing Law and jurisdiction

5.1 The validity, construction and performance of this Assignment shall be governed by English law, and the Parties submit to the jurisdiction of the English courts in respect of any dispute arising in connection therewith.

Page 3

Air Products Ref. No.: 211-998-P-A
13/06/2013 11:08:07

SCHEDULE - The Patents

Family 1 (ref 6912)

Patents and Patent Applications deriving priority from G8 application 9917822, including without limitation:

Country	Application Number	Application Date	Patent Number	Grant Date	Title
Australia	61735/00	28/07/2000	778097	10/03/2005	Xenon an NMDA Antagonist
Belgium	948171.4	28/07/2000	1200103	13/08/2008	Xenon an NMDA Antagonist
Canada	2280310	13/08/1999	2280310	14/10/2008	NMDA Antagonist
European Patent Convention	948171.4	28/07/2000	1200103	13/08/2008	Xenon an NMDA Antagonist
France	948171.4	28/07/2000	1200103	13/08/2008	Xenon an NMDA Antagonist
Germany	948171.4	28/07/2000	60039878.1	13/08/2008	Xenon an NMDA Antagonist
Great Britain (PCT)	948171.4	28/07/2000	1200103	13/08/2008	Xenon an NMDA Antagonist
Great Britain (Parent)	9917822	29/07/1999			NMDA Antagonist
Ireland	948171.4	28/07/2000	1200103	13/08/2008	Xenon an NMDA Antagonist
Italy	948171.4	28/07/2000	1200103	13/08/2008	Xenon an NMDA Antagonist
Japan	2001-513422	28/07/2000			Xenon an NMDA Antagonist
Netherlands	948171.4	28/07/2000	1200103	13/08/2008	Xenon an NMDA Antagonist
Patent Cooperation Treaty	PCT/GB00/2896	28/07/2000			Xenon an NMDA Antagonist
Portugal	948171.4	28/07/2000	1200103	13/08/2008	Xenon an NMDA Antagonist
Russian Federation	2002105377	28/07/2000	2257902	10/04/2005	Xenon an NMDA Antagonist
South Africa	2002/0539	28/07/2000	2002/0539	25/09/2002	Xenon an NMDA Antagonist
Spain	948171.4	28/07/2000	2311466	13/08/2008	Xenon an NMDA Antagonist
Switzerland	948171.4	28/07/2000	1200103	13/08/2008	Xenon an NMDA Antagonist
United States	09/378806	23/08/1999	6274633	14/08/2001	NMDA Antagonist
United States	09/857146	28/07/2000			Xenon an NMDA Antagonist
United States	09/881178	14/06/2001	6653354	25/11/2003	NMDA Antagonist

Family 2 (Ref 6917)

Patents and Patent Applications deriving priority from GB application 218153.5, including without limitation:

Country	Application Number	Application Date	Patent Number	Grant Date	Title
Australia	2003252977	05/08/2003	2003252977	14/08/2008	An Analgesic Agent for Newborn or Fetal Subjects
Belgium	3766483.6	05/08/2003	1534304	02/01/2008	An Analgesic Agent for Newborn or Fetal Subjects
Brazil	PI0313305-2	05/08/2003			An Analgesic Agent for Newborn or Fetal Subjects
Canada	2494569	05/08/2003	2494569	03/04/2012	An Analgesic Agent for Newborn or Fetal Subjects
European Patent Convention	3766483.6	05/08/2003	1534304	02/01/2008	An Analgesic Agent for Newborn or Fetal Subjects
France	3766483.6	05/08/2003	1534304	02/01/2008	An Analgesic Agent for Newborn or Fetal Subjects
Germany	3766483.6	05/08/2003	60318453.7	02/01/2008	An Analgesic Agent for Newborn or Fetal Subjects
Great Britain (PCT)	3766483.6	05/08/2003	1534304	02/01/2008	An Analgesic Agent for Newborn or Fetal Subjects
Great Britain (Parent)	218153.5	05/08/2002			An Analgesic Agent for Newborn or Fetal Subjects
Italy	3766483.6	05/08/2003	1534304	02/01/2008	An Analgesic Agent for Newborn or Fetal Subjects
Japan	2004-525573	05/08/2003			An Analgesic Agent for Newborn or Fetal Subjects
Mexico	PA/a/2005/001474	05/08/2003	260755	23/09/2008	An Analgesic Agent for Newborn or Fetal Subjects
Netherlands	3766483.6	05/08/2003	1534304	02/01/2008	An Analgesic Agent for Newborn or Fetal Subjects
Patent Cooperation Treaty	PCT/GB2003/003391	05/08/2003			An Analgesic Agent for Newborn or Fetal Subjects

Page 5
 An Analgesic Agent for Newborn or Fetal Subjects
 Ref No. 211-998-P-A
 13/06/2013 11:08:07

Family 3 (Ref 6929):

Patents and Patent Applications deriving priority from GB application 418540.1, including without limitation:

Country	Application Number	Application Date	Patent Number	Grant Date	Title
Australia	2005273641	19/08/2005	2005273641	02/02/2012	Use of Xenon as Neuroprotectant in a Neonatal Subject
Brazil	PI0514519-8	19/08/2005			Use of Xenon as Neuroprotectant in a Neonatal Subject
Canada	2576156	19/08/2005			Use of Xenon as Neuroprotectant in a Neonatal Subject
European Patent Convention	5775402	19/08/2005			Use of Xenon as Neuroprotectant in a Neonatal Subject
Great Britain (Parent)	418540.1	19/08/2004			Use of Xenon as Neuroprotectant in a Neonatal Subject
Japan	2007-526573	19/08/2005			Use of Xenon as Neuroprotectant in a Neonatal Subject
Mexico	MX/a/2007/001822	19/08/2005			Use of Xenon as Neuroprotectant in a Neonatal Subject
Patent Cooperation Treaty	PCT/GB/2005/005253	19/08/2005			Use of Xenon as Neuroprotectant in a Neonatal Subject
United States	11/667065	19/08/2005			Use of Xenon as Neuroprotectant in a Neonatal Subject

Family 4 (Ref 6930): Patents and Patent Applications deriving priority from GB application 323861.5, including without limitation:

Country	Application Number	Application Date	Patent Number	Grant Date	Title
Australia	2004280118	11/10/2004	2004280118	30/04/2009	Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia
Austria	4768829.6	11/10/2004	1670489	12/12/2007	Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia
Belgium	4768829.6	11/10/2004	1670489	12/12/2007	Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia
Brazil	P10415232-8	11/10/2004			Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia
Canada	2538104	11/10/2004			Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia
Denmark	4768829.6	11/10/2004	1670489	12/12/2007	Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia
European Patent Convention	4768829.6	11/10/2004	1670489	12/12/2007	Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia
Finland	4768829.6	11/10/2004	1670489	12/12/2007	Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia
France	4768829.6	11/10/2004	1670489	12/12/2007	Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia
Germany	4768829.6	11/10/2004	6.02004E+11	12/12/2007	Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia
Great Britain (PCT)	4768829.6	11/10/2004	1670489	12/12/2007	Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia
Great Britain (Parent)	323861.5	10/10/2003			Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia

Italy	4768829.6	11/10/2004	1670489	12/12/2007	Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia
Japan	2006-530602	11/10/2004	4880466	09/12/2011	Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia
Mexico	PA/a/2006/003471	11/10/2004	258373	02/07/2008	Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia
Netherlands	4768829.6	11/10/2004	1670489	12/12/2007	Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia
Patent Cooperation Treaty	PCT/GB2004/004298	11/10/2004			Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia
Portugal	4768829.6	11/10/2004	1670489	12/12/2007	Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia
Spain	4768829.6	11/10/2004	2298815	12/12/2007	Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia
Sweden	4768829.6	11/10/2004	1670489	12/12/2007	Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia
Switzerland	4768829.6	11/10/2004	1670489	12/12/2007	Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia
United States	10/573093	11/10/2004	7390508	24/06/2008	Use of Xenon With Hypothermia for Treating Neonatal Asphyxia
Great Britain	418539.3	19/08/2004			Use of Xenon With Hyperthermia for Treating Neonatal Asphyxia

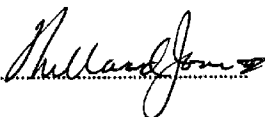
Family 5 (Ref 6932), Patents and Patent Applications deriving priority from GB application 209998.4, including without limitation:

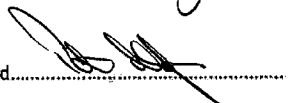
Country	Application Number	Application Date	Patent Number	Grant Date	Title
Australia	2003227896	01/05/2003	2003227896	27/11/2008	Use of Xenon for the Control of Neurological Deficits Associated with Cardiopulmonary Bypass
Belgium	3725356.4	01/05/2003	1499329	08/04/2009	Use of Xenon for the Control of Neurological Deficits Associated with Cardiopulmonary Bypass
Brazil	P10309624-6	01/05/2003			Use of Xenon for the Control of Neurological Deficits Associated with Cardiopulmonary Bypass
Canada	2483097	01/05/2003	2483097	12/07/2011	Use of Xenon for the Control of Neurological Deficits Associated with Cardiopulmonary Bypass
European Patent Convention	3725356.4	01/05/2003	1499329	08/04/2009	Use of Xenon for the Control of Neurological Deficits Associated with Cardiopulmonary Bypass
France	3725356.4	01/05/2003	1499329	08/04/2009	Use of Xenon for the Control of Neurological Deficits Associated with Cardiopulmonary Bypass
Germany	3725356.4	01/05/2003	60327068.9-08	08/04/2009	Use of Xenon for the Control of Neurological Deficits Associated with Cardiopulmonary Bypass

Italy	3725356.4	01/05/2003	1499329	08/04/2009	Use of Xenon for the Control of Neurological Deficits Associated with Cardiopulmonary Bypass
Japan	2004-500891	01/05/2003	4939751	02/03/2012	Use of Xenon for the Control of Neurological Deficits Associated with Cardiopulmonary Bypass
Mexico	PA/a/2004/010855	01/05/2003	260439	10/09/2008	Use of Xenon for the Control of Neurological Deficits Associated with Cardiopulmonary Bypass
Netherlands	3725356.4	01/05/2003	1499329	08/04/2009	Use of Xenon for the Control of Neurological Deficits Associated with Cardiopulmonary Bypass
Patent Cooperation Treaty	PCT/GB2003/001867	01/05/2003			Use of Xenon for the Control of Neurological Deficits Associated with Cardiopulmonary Bypass
Spain	3725356.4	01/05/2003	2323582	08/04/2009	Use of Xenon for the Control of Neurological Deficits Associated with Cardiopulmonary Bypass
Sweden	3725356.4	01/05/2003	1499329	08/04/2009	Use of Xenon for the Control of Neurological Deficits Associated with Cardiopulmonary Bypass
Switzerland	3725356.4	01/05/2003	1499329	08/04/2009	Use of Xenon for the Control of Neurological Deficits Associated with Cardiopulmonary Bypass
United States	10/512758	01/05/2003	7442383	28/10/2008	Use of Xenon for the Control of Neurological Deficits Associated with Cardiopulmonary Bypass

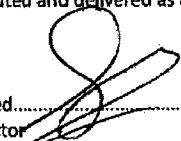
IN WITNESS WHEREOF the Parties have executed this Deed on the day and year first above written.

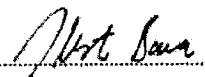
Executed and delivered as a Deed by Protexon Limited, acting through two of its Directors:

Signed.....

Signed.....

Executed and delivered as a Deed by Imperial Innovations Limited acting through:

Signed..... SS6ARLE
Director

Signed.....
Director/Secretary

Page 11
Air Products Ref. No.: 211-998-P-A
17/06/2013 10:42:13