

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2741869

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD	12/10/2013
RECEIVING PARTY DATA	
Name:	MEDICAL RESEARCH COUNCIL
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City:	SWINDON
State/Country:	UNITED KINGDOM
Postal Code:	SN21FL
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14240832
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NAME OF SUBMITTER:	JIANGQIONG LIU
Signature:	/Jiangqiong Liu/
Date:	02/25/2014
Total Attachments: 6 source=Assignment_UnivOxford_MedicalResearchCouncil#page1.tif source=Assignment_UnivOxford_MedicalResearchCouncil#page2.tif source=Assignment_UnivOxford_MedicalResearchCouncil#page3.tif source=Assignment_UnivOxford_MedicalResearchCouncil#page4.tif source=Assignment_UnivOxford_MedicalResearchCouncil#page5.tif source=Assignment_UnivOxford_MedicalResearchCouncil#page6.tif	

Confirmatory Assignment of invention &
US 61/528,804, GB 1115014.1, GB1211740.4 and PCT/GB2012/062116
Ref: RIC/CP6837744, A813/2870

**CONFIRMATORY ASSIGNMENT OF INVENTION & RELATED INTELLECTUAL
PROPERTY RIGHTS**

PARTIES

- (1) **THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD** whose administrative office are at Wellington Square, Oxford OX1 2JD, UK (Oxford); and
- (2) ~~THE~~ **MEDICAL RESEARCH COUNCIL** a public body established by Royal Charter (number RC000348) and incorporated under the laws of England & Wales whose administrative office is at 2nd Floor, David Phillips Building, Polaris House, North Star Avenue, Swindon SN2 1FL, UK (the Assignee).

BACKGROUND

- (A) Oxford has assigned or has agreed to assign all its rights, title and interest in, to and arising from the Invention and the Patent Applications to the Assignee pursuant to the Agreement for the Exploitation of Technology Relating to Pip Cell Penetrating Peptides between Oxford and the Assignee dated 26 July, 2012 (the Exploitation Agreement).
- (B) In order to provide confirmatory documentary evidence that the Assignee is the owner of both the legal title and the beneficial interest in the Invention and the Patent Applications, including any further contributions that Oxford may make to the development or improvement of the Invention, the Assignee and Oxford have agreed to execute this Assignment.

AGREED TERMS

1. INTERPRETATION

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

Invention means the invention or inventions entitled PEPTIDES.

Future Applications means any future applications linked by one or more priorities to the PCT Applications and all matter contained in such future applications.

Patent Applications means the Priority Applications, the PCT Applications and the Future Applications and any and all:

- (a) national and regional phase applications of all such applications; and
(b) divisions, continuations and continuations-in-part of all such applications; and

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- (c) patents that may be granted pursuant to any of the aforesaid applications for their full period, including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates.

PCT Applications means the PCT patent applications, short particulars of which are set out in Part 2 of the Schedule.

Priority Applications means the priority patent applications, short particulars of which are set out in Part 1 of the Schedule.

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. ASSIGNMENT

In consideration of the revenue share in the Exploitation Agreement (sufficiency of which Oxford expressly acknowledges), Oxford hereby assigns to the Assignee all its right, title and interest in Canada, the United States and all other countries of the world in, to and arising from the Invention and, with effect from immediately prior to the filing of each, the Patent Applications including (but not limited to):

- (a) in respect of the Invention and any invention that shall be disclosed in, and all matter that shall be contained in, any of the Patent Applications, the right to file applications, claim priority from such applications, and prosecute and obtain grant of patent or other intellectual property protection in respect of any country, region or territory in the world;
- (b) in respect of each and any Patent Application:
- (i) the right to claim priority from and to prosecute and obtain grant of patents; and
 - (ii) the right to file divisional applications based on the Patent Applications and to prosecute and obtain grant of patent on each and any such divisional application;
- (c) the right to extend to, or register in or in respect of any country, region or territory in the world, each and any of the Patent Applications and to extend to or register in, or in respect of, any country, region or territory in the world any patent or other intellectual property protection granted on any of such applications;
- (d) the absolute entitlement to any patents granted pursuant to any Patent Application; and
- (e) the right to bring, make, oppose or defend claims or actions, appeal proceedings and obtain relief (and to retain any damages recovered)

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In respect of any infringement, or any other cause of action arising from ownership of the Inventions and the Patent Applications, whether occurring before or after the date of this Assignment.

3. FURTHER ASSURANCE

Oxford shall, at the Assignee's cost, perform or procure the performance of all further acts and things, and execute or procure the execution 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 the Exploitation Agreement and this Assignment, including (but not limited to):

- (a) documents required to be signed by or on behalf of the Inventor(s) or Oxford in the course of any and all Canadian or United States or any other applications which relate to the Invention or to any inventions that shall be disclosed in any of the Patent Applications;
- (b) registration of the Assignee as applicant for, or proprietor of, the Patent Applications; and
- (c) assisting the Assignee in obtaining, defending and enforcing any of the Patent Applications, and assisting with any other proceedings which may be brought by or against the Assignee by any third party or in the resolution of any question concerning the Invention, or the Patent Applications or any inventions that shall be disclosed in any of the Patent Applications.

4. POWER OF ATTORNEY

Oxford and the Assignee grant the firm of Mewburn Ellis LLP the power to insert in Part 3 of the Schedule to this Assignment the short particulars of any Future Patent Applications relating to the Invention submitted in Canada or the United States or any other countries, regions or territories of the world, which shall fall within the scope of clause 2 above, or as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other patent office for the recordal of this Assignment. It is agreed that Mewburn Ellis LLP has represented only the Assignee and will continue to represent only the Assignee with respect to this Assignment.

5. ISSUE OF PATENTS

Oxford requests the US Commissioner of Patents and the relevant authorities in all countries, regions and territories of the world to issue any patents granted for the Inventions or pursuant to any of the Patent Applications in the

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name of the Assignee (either alone or jointly with any co-applicant) in accordance with this Assignment.

6. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Assignment 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.

7. COUNTERPARTS

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

8. GOVERNING LAW AND JURISDICTION

This Assignment shall be governed by and construed in accordance with the law of England and Wales. The parties 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 Assignment.

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Schedule: The Patent Applications

Part 1: Priority Applications

Country	Application No.	Application Date	Title
US	61/528,804	30 August, 2011	PEPTIDES
GB	1115014.1	30 August, 2011	PEPTIDES
GB	1211740.4	3 July, 2012	PEPTIDES

Part 2: PCT Applications


Application No.	Application Date	Title
PCT/GB2012/052116	29 August 2012	Peptides

Part 3: Identification of some, but not necessarily all, patent applications falling within the scope of clause 2 of this Assignment

Country/region	Application No.	Application Date	Title	Signature for Mewburn Ellis LLP

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Ref: RIC/CP6837744, A813/2670

Executed by THE CHANCELLOR,
MASTERS AND SCHOLARS OF
THE UNIVERSITY OF OXFORD
acting by, an
authorised person, in the presence
of:


SIGNATURE OF AUTHORISED
PERSON

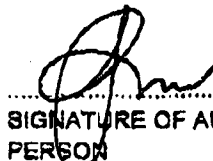
Lucy Booth
IP Rights Manager
Research Services
University of Oxford



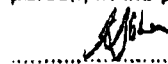
SIGNATURE OF WITNESS

NAME: MARY K. BISPHAM
ADDRESS: RESEARCH SERVICES, UNIVERSITY OF OXFORD
OCCUPATION: IP RIGHTS OFFICER
DATE: 10/12/13

Executed by ~~THE~~ MEDICAL
RESEARCH COUNCIL acting by
....., an authorised
person, in the presence of:


SIGNATURE OF AUTHORISED
PERSON

Graham L Wagner
Associate Director, IPL, MRCT
Authorised signatory on behalf of
Medical Research Council



SIGNATURE OF WITNESS

NAME: Rachel Cannon
ADDRESS: MRCT Technology, Lynton House, West 1st QCT
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DATE: 13/12/13