502782658 04/25/2014

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
ONYX SCIENTIFIC LIMITED	02/24/2014

### **RECEIVING PARTY DATA**

Name:	ASTRAZENECA UK LIMITED	
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City:	LONDON	
State/Country:	UNITED KINGDOM	
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#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14160650

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	200095-US-NP	
NAME OF SUBMITTER:	KALLIOPI GANTZOUDIS	
SIGNATURE:	/Kalliopi Gantzoudis/	
DATE SIGNED:	04/25/2014	

#### **Total Attachments: 4**

source=Worldwide Assignment of Patent Rights, Onyx Scientific Limited to AZUK#page1.tif source=Worldwide Assignment of Patent Rights, Onyx Scientific Limited to AZUK#page2.tif source=Worldwide Assignment of Patent Rights, Onyx Scientific Limited to AZUK#page3.tif source=Worldwide Assignment of Patent Rights, Onyx Scientific Limited to AZUK#page4.tif

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Y WARD RIDLEY of The Grange Middlepart Farm Belsay on Tyne NE20 0HB in the United Kingdom LIC duly authorised and sworn and practising within the m of Great Britain and Northern Ireland **CERTIFY** that I was present at Onyx Scientific Limited 8 Silverbriar Sunderland Enterprise Park East SR5 2TQ United Kingdom on the 19th of February 2014 and confin Denise Bowser of 53 Sanderson Road Jesmond n Tyne NE2 2DR United Kingdom The Commercial Director of Newcal Limited and the duly authorised signatory for Onyx S Onyx Scientifill mited appeared before me and has satisfied me as to her identity by produling her UK Passport numbered 209374094 and who then signed the underward document in my presence and I confirm that her signature thereunto subscribed is in her proper handwriting.

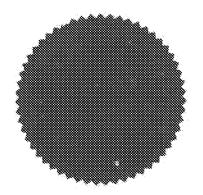
Assignment of Patent Rights

Destination Country: Worldwide

IN FAITH AND TESTIMONY whereof
I the said Notary have hereunto subscribed
my name and affixed my Seal of Office
this 19th day of February 2014.

Quod veritatem attestor

Geoffrey Ward Ridley
NOTARY PUBLIC
Belsay
England



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#### ASSIGNMENT OF PATENT RIGHTS

This Assignment of Patent Rights (this "Assignment") is made as of the 24th day of January 2014 (the "Effective Date") by and between

- (1) ONYX SCIENTIFIC LIMITED, a company incorporated in England and Wales under No. 3947634 with registered office address at Units 97 & 98 Silverbriar, Sunderland Enterprise Park East, Sunderland, Tyne and Wear, SR5 2TQ, United Kingdom (the "Assignor"); and
- (2) ASTRAZENECA UK LIMITED, a company incorporated in England and Wales under No. 3674842 with registered office address at 2 Kingdom Street, London, England, W2 6BD ("the "Assignee").

#### Recitals

- (A) WHEREAS, Assignor and Assignee have entered into a Master Services Agreement dated 1<sup>st</sup> April 2012.
- (B) WHEREAS, Assignor is the owner of certain rights, title and interest in and to the patent applications identified in the attached Schedule (the "Patent Applications") and in and to the inventions and improvements disclosed in such Patent Applications.
- (C) WHEREAS, Assignor has agreed to assign to the Assignee its entire right, title and interest in and to the Patent Applications, respectively, and in and to the inventions and improvements disclosed in such Patent Applications.

#### Agreement

NOW, THEREFORE, it is hereby agreed as follows:

## 1 Assignment

In consideration of the payment by Assignee to Assignor of the sum of £1, the receipt of which is hereby acknowledged, Assignor hereby assigns, sells and transfers to Assignee, with full title guarantee free from all and any charges or other third party rights, the following rights (the "Patent Rights"):

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all of Assignor's entire right, title and interest in and to the Patent Applications, any rights under the International Convention for the Protection of Industrial Property and all other applicable treaties and conventions, any rights of priority with respect to the Patent Applications, including any divisional, continuation and continuation-in-part applications claiming, directly or indirectly, the benefit of, or priority to, any of the Patent Applications (and equivalents in countries other than the United States), any patents in any country that may be granted to or on any of the foregoing applications ("Subsequent Patents"), any reissues, re-examinations or extensions of such Subsequent Patents (and equivalents in countries other than the United States), to the full end of the term for which the Subsequent Patents have been granted, reissued, re-examined or extended;

- 1.2 all of Assignor's entire right, title and interest in and to the inventions and improvements disclosed in the Subsequent Patents and Patent Applications; and
- 1.3 any and all causes of action, claims, demands or other rights occasioned from or because of any and all past and future infringement of any of the Subsequent Patents or Patent Applications, including all rights to recover damages, profits and injunctive relief for infringement of any of the Subsequent Patents or Patent Applications.

#### 2 Further Action

Assignor agrees, at the reasonable request of Assignee: (a) to execute and deliver any further documents and to take any further actions reasonably necessary to enable Assignee to become the registered owner of the Patent Rights and to secure the benefits of the rights hereby assigned; and (b) to aid in securing and maintaining patent protection for the Patent Rights throughout the world, including, without limitation, cooperating in any proceedings involving examinations, reexaminations, reissues, opposition and cancellation proceedings, interferences, infringement proceedings, court actions and the like.

#### 3 Recordation

Assignor hereby authorizes the United States Commissioner of Patents and Trademarks and, as appropriate, the corresponding officials of other countries, to record this Assignment.

## 4 Governing Law and Jurisdiction

The interpretation and construction of this Agreement shall be governed by the laws of England and Wales and the Assignor and Assignee hereby submit to the exclusive jurisdiction of the English courts for any action, suit or proceeding arising out of or relating to this Agreement.

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HIS ASSIGNMENT IS EXECUTED by the authorised representatives and is effective from the date first written above.

Signed at: Sunderland, Tyne and Wear

Signed at: Macclesfield, Cheshire

Signed for and on behalf of

ONYX SCIENTIFIC LIMITED

Signature: 🛧

Name: Denise BOWSER

Title: Commercial Director

Signed for and on behalf of

ASTRAZENECA UK LIMITED

Name: Sally CURRAN

Title: Authorised Signatory

**PATENT** 

**REEL: 032754 FRAME: 0326**