

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	PHILIP WILSON HOWARD	08/28/2012
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<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	14351175	
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<b>ATTORNEY DOCKET NUMBER:</b>	065435-9207-US01	
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<b>DATE SIGNED:</b>	04/25/2014	
<b>Total Attachments: 6</b>		
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PATENT

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

**PARTIES**

- (1) **Philip Wilson HOWARD**, of Spirogen Limited, School of Pharmacy, 29/39 Brunswick Square, London WC1N 1AX, United Kingdom (the "**Inventor(s)**");
- (2) **Spirogen Limited**, a company incorporated and registered in England & Wales with company number 03925441 whose registered office is at 79 George Street, Ryde, Isle of Wight, PO33 2JF, United Kingdom (the "**Employer**"); and
- (3) **Spirogen Developments Sàrl**, a company incorporated and registered under the laws of Switzerland whose registered office is at Chemin de la Pacottaz 1, c/o Michael Forer, 1806 St-Légier-La Chiésaz, Switzerland (the "**Assignee**");

together the "**Parties**" or each a "**Party**" as the context may indicate.

**BACKGROUND**

- (A) Each Inventor is an inventor of the Invention for which the Patents Applications have been or will be filed. The contributions of the Inventor(s) to the Invention were made in the course of the duties of each Inventor as an employee of the Employer, and either the circumstances were such that an invention might reasonably have been expected to result from the carrying out of those duties, or the nature of those duties was such that the Inventor had a special obligation to further the interests of the Employer's undertaking.
- (B) The Inventor(s) and the Employer believe that, either by operation of law or by virtue of an agreement entered into by each of the Inventor(s) and the Employer before the making of the Invention, the Employer was, at the time the Invention was made, entitled to the whole of the property in the contributions of the Inventor(s) to the Invention.
- (C) The Employer 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.
- (D) In case the Employer for any reason was not, at the time the Invention was made, entitled to the whole of the property in the contributions of the Inventor(s) to the Invention, and in order to ensure and to provide documentary evidence that the Assignee is now the owner of both the legal title and the beneficial interest in the Patent Applications and in any contributions of the Inventor(s) to the Invention, including any further contributions that the Inventor(s) may make to the development or improvement of the Invention, the Inventor(s) and the Employer have agreed to execute this Assignment to assign to the Assignee all their rights, title and interest in, to and arising from the Invention and the Patent Applications on the terms set out in 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 PYRROLOBENZODIAZEPINES

**"Future Applications"** means any future applications claiming priority from the Priority Applications and all matter contained in such future applications.

**"Patent Applications"** means the Priority Applications and the Future Applications and any and all:

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

**"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 sum of £1 (sufficiency and receipt of which the Inventor(s) expressly acknowledge), each of the Inventor(s) and the Employer hereby assign to the Assignee all their 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) in respect of any infringement, or any other cause of action arising from ownership, of the Inventions and the Patent Applications, whether occurring before on or after the date of this Assignment.

**3. FURTHER ASSURANCE**

Each Inventor and the Employer shall, at the Assignee's cost, perform all further acts and things, and execute 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 this Assignment, including (but not limited to):

- (a) documents required to be signed by or on behalf of the Inventor(s) or the Employer 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**

The Inventor(s), the Employer and the Assignee grant the firm of Mewburn Ellis LLP the power to insert in Part 2 of the Schedule to this Assignment any further identification of any existing or future patent applications 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**

The Inventor(s) and the Employer request 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 Invention or pursuant to any of the Patent Applications in the 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.

## Schedule: The Patent Applications

## Part 1: Priority Applications

Country	Application No.	Application Date	Title	Case
US	61/547,204	14 October 2011	PYRROLOBENZODIAZEPINES	Patent 39
US	61/536,669	20 September 2011	PYRROLOBENZODIAZEPINES	Patent 43

Part 2: 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, and date

Executed by Philip Wilson HOWARD  
in the presence of:



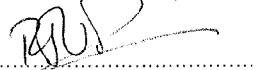
  
SIGNATURE OF INVENTOR

SIGNATURE OF WITNESS

NAME: Robert Watson  
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OCCUPATION: Patent Attorney  
DATE: 28/8/12

Executed by Spirogen Limited acting by  
CHRIS MARTIN

a director, in the presence of:



  
SIGNATURE OF DIRECTOR

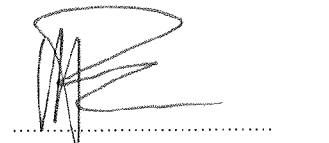
SIGNATURE OF WITNESS

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OCCUPATION: Patent Attorney  
DATE: 31/8/12

Executed by Spirogen Developments Sàrl  
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MICHAEL FORER

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SIGNATURE OF DIRECTOR

SIGNATURE OF WITNESS

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DATE: 11/9/12