502792004 05/01/2014

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
KERRY MILLINGTON	02/11/2009

RECEIVING PARTY DATA

Name:	AJIT LALVANI
Street Address:	39 LONSDALE ROAD
City:	OXFORD
State/Country:	UNITED KINGDOM
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PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12293249

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	HO-P03626US0/10811758	
NAME OF SUBMITTER:	PAMELA MARTIN	
SIGNATURE:	/Pamela Martin/	
DATE SIGNED:	05/01/2014	

Total Attachments: 3

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PATENT 502792004 REEL: 032803 FRAME: 0063

THIS AGREEMENT is made on the 1111 day of FEBRUARY 2009

BETWEEN

Kerry MILLINGTON, of 46B Nelson Road, Crouch End, London, N8 9RU, England (hereinafter called "the Assignor", which expression, where the context so requires, shall include her successors in title) of the one part;

-AND-

Ajit LALVANI, of 39 Lonsdale Road, Oxford, OX2 7ES, England (hereinafter called "the Assignee", which expression, where the context so requires, shall include his successors in title) of the other part.

WHEREAS:-

- (A) The Assignee and Assignor are the joint inventors of the inventions (hereinafter called "the Inventions") described in UK patent application 0605474.6 entitled "Clinical Correlates" and UK patent application 0618127.5 entitled "Biomarker".
- (B) The Assignee and Assignor are jointly entitled to the above said UK patent applications and the further applications claiming priority therefrom (said UK and further applications being referred to hereinafter as "the Applications") short particulars of which are set forth in Schedule 1 to this Agreement.
- (C) The Assignee has on behalf of both the parties met all the costs to date of preparing, filing and prosecuting the Applications.
- (D) The Assignor has agreed with the Assignee transfer to the Assignee all rights, title and interest in and to the Inventions and the Applications.

NOW THEREFORE IT IS AGREED AND DECLARED as follows:-

- In consideration of payment as set forth in Schedule 2 hereto and the sum of £1.00 paid by the Assignee to the Assignor (the receipt and sufficiency of which the Assignor hereby acknowledges) and pursuant to the agreement the Assignor hereby assigns to the Assignee:
 - all her right, title and interest in and to the Inventions and all rights, powers, privileges and immunities associated therewith;
 - all her right, title and interest in and to the Applications and all rights, powers, privileges and immunities arising or accrued therefrom to the intent that any Patents to be granted pursuant to the Applications shall be in the name of and shall vest in the Assignee;
 - the full right to apply for and obtain a patent or other forms of protection in respect of the Invention anywhere in the world;
 - iv) the full right to claim priority of the Applications under the Paris Convention (as amended) or other international agreements;
 - v) the full right to sue for and obtain injunctive relief, damages and other relief in respect of any past infringement of the Inventions and Applications.

TO HOLD the same unto the Assignee absolutely.

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- 2) The Assignor hereby covenants:
 - that she will as and when requested by the Assignee so to do execute, sign and do all such instruments, applications, documents, acts and things as may be requested by the Assignee to enable the Assignee or his nominee to enjoy the full benefit of the Inventions and the Applications and of the property and rights hereby assigned and to apply for and obtain a patent or other forms of protection in respect of the Invention throughout the world and fully and effectively to vest the same in the Assignee or as he shall direct;
 - ii) that she will give to the Assignee all Information in her possession or in her power relating to the Inventions and the Applications as the Assignee shall require.
- 3) The Assignee shall, with effect on and from the date of this assignment, be solely responsible for any costs incurred from the date of this assignment onwards in maintaining or renewing the Inventions and shall indemnify the Assignor against these costs.
- 4) The Assignor and assignee hereby agree that all cash sums or other monetary considerations actually received in respect of exploitation of the Inventions, including licence, signing and option fees, royalties and milestones, but excluding any equity or other interests (whether by way of debenture, warrant, security or otherwise) or monies paid specifically to fund the undertaking of a research program (such cash sums and monetary considerations being referred to hereinafter as "Gross Income") shall be distributed as set out in Schedule 2 to this agreement.
- 5) So long as any patent applications are pending for the Inventions, the Assignee shall on a yearly basis provide the Assignor with a written summary of the actions taken with regard to the prosecution of said applications and a written summary of all expenditure on, and Gross Income received in respect of exploitation of said applications, these summaries to be provided by April 1st each year unless otherwise agreed by the parties.

IN WITNESS WHEREOF the parties hereto have executed this Assignment

Signed:

Kerry MILLINGTON

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Ajit LALVANI

SCHEDULE 1

- UK patent application No. 0605474.6 filed on the 17 March 2006 entitled "Clinical Correlates"
- PCT patent application No. PCT/GB2007/000934 filed on the 16 March 2007 entitled "Clinical Correlates"
- Australian patent application No. 2007228598 derived from PCT/GB2007/000934
- 4. European patent application No. 07712923.7 derived from PCT/GB2007/000934
- Japanese patent application No. 2008-558905 derived from PCT/GB2007/000934
- US patent application No. 12/293249 derived from PCT/GB2007/000934
- 7. UK patent application No. 0618127.5 filed on the 14 September 2006 entitled "Biomarker"
- PCT patent application No. PCT/GB2007/003498 filed on the 14 September 2007 entitled "Biomarker"

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RECORDED: 05/01/2014