

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2947831

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
THE UNIVERSITY OF MANCHESTER		03/07/2014
RECEIVING PARTY DATA		
Name:	GELEXIR HEALTHCARE LIMITED	
Street Address:	C/O UMI3, CTF	
Internal Address:	46 GRAFTON STREET	
City:	MANCHESTER	
State/Country:	UNITED KINGDOM	
Postal Code:	M13 9NT	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	13579809	
CORRESPONDENCE DATA		
Fax Number:	(260)460-1700	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	317-237-0300	
Email:	mickie.potter@FaegreBD.com	
Correspondent Name:	JOHN J. EMANUELE / MICKIE POTTER	
Address Line 1:	300 NORTH MERIDIAN STREET	
Address Line 2:	SUITE 2400	
Address Line 4:	INDIANAPOLIS, INDIANA 46204	
ATTORNEY DOCKET NUMBER:	HGF-0009-01-US-E	
NAME OF SUBMITTER:	JOHN J. EMANUELE	
SIGNATURE:	/john j. emanuele/	
DATE SIGNED:	07/22/2014	
Total Attachments: 10		
source=HGF0009ASSIGN#page1.tif		
source=HGF0009ASSIGN#page2.tif		
source=HGF0009ASSIGN#page3.tif		
source=HGF0009ASSIGN#page4.tif		
source=HGF0009ASSIGN#page5.tif		

PATENT

source=HGF0009ASSIGN#page6.tif
source=HGF0009ASSIGN#page7.tif
source=HGF0009ASSIGN#page8.tif
source=HGF0009ASSIGN#page9.tif
source=HGF0009ASSIGN#page10.tif

Dated 7 March 2014

- (1) THE UNIVERSITY OF MANCHESTER
- (2) GELEXIR HEALTHCARE LIMITED

Assignment of Intellectual Property

THIS ASSIGNMENT is made on 27 March 2014

BETWEEN

- (1) The University of Manchester (a Royal Charter corporation registered under number RC000797, an exempt charity) of Oxford Road, Manchester, M13 9PL (**"University"**)
- (2) Gelexir Healthcare Limited, Incorporated in England (Registered No. 08146622) having its registered office c/o UMI³, CTF, 46 Grafton Street, Manchester M13 9NT (**"Assignee"**)

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 In this Assignment the following expressions have the following meanings unless Inconsistent with the context:

"Academics"	Professor Anthony Freemont, Professor Brian Saunders and Mr Amirhossein Milani
"Assigned IP"	the Intellectual Property specified in the Schedule
"Business Day"	any day other than Saturday and Sunday or a bank or public holiday in England
"Claimant"	has the meaning set out in clause 3.6
"Effective Date"	18 February 2014
"Equity"	319 A ordinary shares of £1.00 each in the capital of the Assignee (credited as fully paid up)
"Intellectual Property"	patents, trade marks, copyright, database rights, design rights, registered designs, and all other intellectual property rights, in each case whether registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each case all rights and forms of protection having equivalent and similar effect anywhere in the world

"Shareholders' Agreement" the shareholders' agreement dated

2014 made between the Academics, Ruixue Lui, Hans Von Celsing, Philippe Jenny, the University, the UMIP Premier Fund Limited Partnership, MTI Partners Limited and MTI Partnership LLP, Central Manchester University Hospitals NHS Foundation Trust, NWF (Biomedical) LP, Berkshire Investment Management Limited and the Assignee

- 1.2 References in this Assignment to a statute or statutory provision shall, unless the context otherwise requires include any statute or statutory provision which the referred to provision amends, re-enacts, extends, consolidates or replaces. References to a statutory provision also extend to any subordinate legislation made under it.
- 1.3 References in this Assignment to clauses and the Schedule are to clauses of and the Schedule to this Assignment.
- 1.4 The headings to the clauses are for ease of reference only and shall not be taken into account in its interpretation.

2. ASSIGNMENT

- 2.1 In consideration of the allotment by the Assignee to the University of the Equity as set out in **clause 2.5**, the University assigns to the Assignee:

- 2.1.1 all such right, title and interest as the University has in the Assigned IP absolutely;
- 2.1.2 all the University's rights and powers arising or accrued from the Assigned IP up to the Effective Date including any right to sue for damages and other remedies including without limitation any right to have the benefit of any remedy obtained on any supposed infringement of all or any of its rights in the Assigned IP before the Effective Date; and
- 2.1.3 all the University's rights (if any) to apply for prosecution to obtain patent or similar or other registered protection throughout the world in relation to all or any of the Assigned IP, including any right it has to apply for renewals and extensions and the right to claim priority from

earlier applications so that the grant of any patent or similar or other registered protection shall be in the name of and vest in the Assignee.

- 2.2 The Assignee grants to the University a non-exclusive, world-wide, irrevocable, royalty-free licence for the life of the Assigned IP to use the Assigned IP for teaching and research purposes and to sub-license the Assigned IP to wholly-owned subsidiaries of the University for teaching and research purposes.
- 2.3 The University agrees that it will, at the Assignee's request and cost, execute all documents, take all such actions, do all such things and provide all reasonable assistance as the Assignee may reasonably require in order to secure the right, title and interest in the Assigned IP assigned to the Assignee by this Assignment.
- 2.4 Any consideration payable by one party to the other under this Assignment will be exclusive of any VAT which may be chargeable, which will be payable in addition to the consideration in question at the rate for the time being prescribed by law on delivery of a valid VAT invoice.
- 2.5 Immediately following the execution of this Assignment, the Assignee will do all acts and execute all documents or will procure that all acts are done and all documents are executed which may be necessary to allot and issue the Equity to the University or its nominee with effect from the Effective Date including:
 - 2.5.1 waiving any rights of pro-rata allotment or pre-emption in respect of the Equity;
 - 2.5.2 delivering a share certificates duly executed by the Assignee in respect of the Equity; and
 - 2.5.3 amending the register of members of the Assignee to reflect such allotment.

3. **WARRANTIES AND LIABILITY**

- 3.1 Each of the parties acknowledges that, in entering into this Assignment, it has not relied on any warranty, representation or undertaking except those expressly set out in this Assignment and each party waives any claim for breach of any representation (unless made fraudulently) which is not specifically contained in this Assignment as a warranty.
- 3.2 The University does not give any warranty, representation or undertaking:
 - 3.2.1 as to the efficacy or usefulness of the Assigned IP; or
 - 3.2.2 that any of the Assigned IP is or will be valid or subsisting or (in the case of an application) will proceed to grant; or

- 3.2.3 that the use of any of the Assigned IP, the manufacture, sale or use of any products using any of Assigned IP or the exercise of any of the rights granted under this Assignment will not infringe any Intellectual Property or other rights of any other person.
- 3.3 The Assignee will indemnify the University, and keep it fully and effectively indemnified, against each and every claim made against the University as a result of the Assignee's manufacture, use, sale of, or other dealing in any products or services using or comprising the Assigned IP.
- 3.4 Subject to **clause 3.7**, and except under the indemnity in **clause 3.3**, the liability of either party to the other for any breach of this Assignment, for any negligence or liability arising in any other way out of the subject matter of or in connection with this Assignment will not extend to any indirect damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the party bringing the claim has advised the other of the possibility of those losses or if they were within the other party's contemplation.
- 3.5 Subject to **clause 3.7**, the aggregate liability of the University to the Assignee for all and any breaches of this Assignment, any negligence or liability arising in any other way out of the Assigned IP or the subject matter of or in connection with this Assignment, will not exceed in total £50,000.
- 3.6 Subject to **clause 3.7**, any claim under or arising in any other way out of the Assigned IP or the subject matter of or in connection with this Assignment must be notified in writing by the party making the claim ("**Claimant**") within 12 months of the date when the Claimant became aware or ought reasonably to have become aware of such claim and in any event within 2 years of the date of this Assignment, and proceedings in respect of such claim must be issued and served on the other party within 12 months of the date of such notification.
- 3.7 Nothing in this Assignment limits or excludes either party's liability for:
- 3.7.1 death or personal injury; or
- 3.7.2 any fraud or for any sort of liability that, by law, cannot be limited or excluded.

4. **NOTICES**

- 4.1 Any demand, notice or other communication given or made under or in connection with this Assignment shall be in writing and shall be given to the University or to the Assignee, as the case may be, either personally, by post, by facsimile appropriately addressed and marked for the attention of the relevant individual as follows:

University

The University of Manchester
c/o UMI³
Core Technology Facility
Grafton Street
Manchester
M13 9NT

Assignee

Gelexir Healthcare Limited
c/o UM13 CTF
46 Grafton Street
Manchester
M13 9NT

0161 603 7307

For the attention of: Chief For the attention of :the Chief Executive
Executive

or to such other address or facsimile number and marked for the attention of
such other individual as the prospective recipient may from time to time
designate by notice to the other.

4.2 Notices and communications so designated, shall be deemed to have been duly
given or made:

4.2.1 if delivered by hand, upon delivery at the address of the relevant
party;

4.2.2 if sent by prepaid, first class post, 2 Business Days after posting;

4.2.3 If sent by fax, at the time of transmission (provided a confirmatory
letter is sent by prepaid, first class post).

Where in accordance with the above provisions any notice or communication
would otherwise be deemed to be given or made on a day which is not a Business
Day or after 4.00 pm on a Business Day such notice or other communication shall
be deemed to be given or made at 9.00am on the next Business Day.

5. **MISCELLANEOUS**

5.1 Each of the parties shall bear its own legal, accountancy and other costs,
charges and expenses connected with the negotiation, preparation and
execution of this Assignment.

5.2 Neither party may use the other's name or logo in any press release or product
advertising, or for any other promotional purpose, without first obtaining the
other's written consent.

5.3 This Assignment and the Shareholders' Agreement constitute the entire
agreement between the parties relating to the subject matter of this Assignment
and supersedes all prior communications, drafts, agreements, representations,

warranties, stipulations, undertakings and agreements of whatsoever nature, whether oral or written, between the parties and all implied conditions and warranties are excluded so far as permitted by law.

- 5.4 The failure to exercise or delay in exercising a right or remedy under this Assignment shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Assignment shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 5.5 The parties to this Assignment do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 5.6 This Assignment and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England. The courts of England will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Assignment. The parties irrevocably agree to submit to that jurisdiction, save that nothing shall prevent either party from seeking injunctive relief in any appropriate jurisdiction.

SCHEDULE

Assigned IP

Territory	Application Number	Application Date	Priority Date	Grant Number	Grant Date
WO	PCT/GB 2006/004367	23 Nov 2006	25 Nov 2005	n/a	n/a
EU	06808644.6	23 Nov 2006	25 Nov 2005	1962918	27 July 2011
Australia	2006318865	23 Nov 2006	25 Nov 2005		
Eire/Ireland	06808644.6	23 Nov 2006	25 Nov 2005	1962918	27 July 2011
France	06808644.6	23 Nov 2006	25 Nov 2005	1962918	27 July 2011
Germany	06808644.6	23 Nov 2006	25 Nov 2005	1962918	27 July 2011
Japan	2008-541817	23 Nov 2006	25 Nov 2005		
South Korea	10-2008-7015379	23 Nov 2006	25 Nov 2005		
Netherlands	06808644.6	23 Nov 2006	25 Nov 2005	1962918	27 July 2011
Switzerland	06808644.6	23 Nov 2006	25 Nov 2005	1962918	27 July 2011
UK	06808644.6	23 Nov 2006	25 Nov 2005	1962918	27 July 2011
USA	12094180	23 Nov 2006	25 Nov 2005		
WO	PCT/GB 2011/050329	18 February 2011	19 February 2010		
EU	11707214.0	20 Sept 2012	19 February 2010		
USA	13/579809	17 August 2012	19 February 2010		

SIGNED by JANE SHELTON
for and on behalf of
THE UNIVERSITY OF MANCHESTER
in the presence of:

)
)
)

Jane Shelton

Witness signature:

Peter Wilson

Name: PETER WILSON

Address: L11 3 2TF, 46 GRAFTON ST, MANCHESTER M13 9NT

Occupation: LEGAL EXECUTIVE

SIGNED by
for and on behalf of
GELEXIR HEALTHCARE LIMITED
In the presence of:

)
)
)

Witness signature:

Name:

Address:

Occupation:

SIGNED by
for and on behalf of
THE UNIVERSITY OF MANCHESTER
in the presence of:

Witness signature:

Name:

Address:

Occupation:

SIGNED by
for and on behalf of
GELEXIR HEALTHCARE LIMITED
in the presence of:

Witness signature: *H. F. Meakin*

Name: *H. F. MEAKIN*

Address: *6 COLYER CLOSE HERMITAGE BERKS RG18 9TX*

Occupation: *HOUSE KEEPER.*