

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2994226

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
IAIN ROBERT GREIG	04/12/2011
ROSE MARY SHERIDAN	05/05/2011
RAYMOND FISHER	04/07/2011
MATTHEW JOHN TOZER	04/07/2011
JUHA ANDREW CLASE	04/11/2011
ANDREW SMITH	04/07/2011
ANDREW ROBERT TUFFNELL	04/07/2011
ROBERT JURGEN VAN 'T HOF	04/08/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PIMCO 2664 LIMITED
<b>Street Address:</b>	24 CORNHILL
<b>City:</b>	LONDON
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC3V 3ND
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14464973
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(303)268-0065
<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>	
<b>Phone:</b>	3032680066
<b>Email:</b>	tcrispino@sbiplaw.com
<b>Correspondent Name:</b>	SWANSON & BRATSCUN, L.L.C.
<b>Address Line 1:</b>	8210 SOUTHPARK TERRACE
<b>Address Line 4:</b>	LITTLETON, COLORADO 80120
<b>ATTORNEY DOCKET NUMBER:</b>	0206.167
<b>NAME OF SUBMITTER:</b>	ROSEMARY KELLOGG
<b>SIGNATURE:</b>	/Rosemary Kellogg/
<b>DATE SIGNED:</b>	08/24/2014

PATENT

**Total Attachments: 55**

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

**Parties:**

**1 'The Inventors'**

**IAIN ROBERT GREIG**

of: Institute of Medical Sciences, University of Aberdeen, Medical School,  
Foresterhill, Aberdeen, Aberdeenshire, AB25 2ZD, United Kingdom

**ROSE MARY SHERIDAN**

of: Joint UCLH/UCL Biomedical Research & Development (R&D) Unit,  
Suite 1A, Maple House, Ground Floor, Rosenheim Wing, 25 Grafton Way,  
London, WC1E 6DB, United Kingdom

**RAYMOND FISHER**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**MATTHEW JOHN TOZER**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**JUHA ANDREW CLASE**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**ANDREW SMITH**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**ANDREW ROBERT TUFFNELL**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**ROBERT JURGEN VAN 'T HOF**

of: Bone Group, Molecular Medicine Centre, Western General Hospital,  
Edinburgh, Lothian, EH4 2XU, United Kingdom

**2 'Aberdeen'**

**THE UNIVERSITY COURT OF THE UNIVERSITY OF ABERDEEN**

of: Regent Walk, Aberdeen, Aberdeenshire, AB24 3FX, United Kingdom

**3 'Edinburgh'**

**THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH**

a charitable body registered in Scotland under registration number SC005336  
incorporated under the Universities (Scotland) Acts and having its principal  
offices at: Old College, South Bridge, Edinburgh, EH8 9YL, United Kingdom

**4 'Modern'**

**MODERN BIOSCIENCES PLC**

of: 24 Cornhill, London, EC3V 3ND, United Kingdom

(Company No 05414023)

**5 'Peakdale'**

**PEAKDALE MOLECULAR LTD.**

of: Peakdale Science Park, Sheffield Road, Chapel-en-le-Frith, High Peak,  
SK23 0PG, United Kingdom  
(Company No 02345676)

**6 'The Assignee'**

**PIMCO 2664 LIMITED**

of: 24 Cornhill, London, EC3V 3ND, United Kingdom  
(Company No 06282953)

**Recitals:**

- (A) Inventors GREIG, SHERIDAN, FISHER, TOZER, CLASE, SMITH, and TUFFNELL are the joint inventors of the invention or inventions (hereinafter referred to as "The Priority Invention") entitled *Aryl-Phenyl-Sulfonamide-Cycloalkyl Compounds and Their Use*, the specification of which was filed on 19 September 2008 as United States provisional patent application number 61/098,271 (hereinafter referred to as "The US Priority Application") and entitled *Therapeutic APSAC Compounds and Their Use*, the specification of which was filed on 19 September 2008 as United Kingdom patent application number 0817207.4 (hereinafter referred to as "The GB Priority Application").
- (B) The US Priority Application was filed in the name of Inventors GREIG, SHERIDAN, FISHER, TOZER, CLASE, SMITH, and TUFFNELL, as required by US law.
- (C) Inventors GREIG, SHERIDAN, FISHER, TOZER, CLASE, SMITH, and TUFFNELL, Aberdeen, Modern, Peakdale, and The Assignee agreed before The US Priority Application and The GB Priority Application were filed that The Assignee would be the sole owner of The Priority Invention; The US Priority Application; The GB Priority Application; and any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application.
- (D) The Inventors are the joint inventors of the invention or inventions (hereinafter referred to as "The PCT Invention") entitled *Aryl-Phenyl-Sulfonamide-Cycloalkyl Compounds and Their Use*, the specification of which was filed on 18 September 2009 as international patent application number PCT/GB2009/002221 (hereinafter referred to as "The PCT Application") which claims priority benefit of The US Priority Application and The GB Priority Application.
- (E) The Inventors, Aberdeen, Edinburgh, Modern, Peakdale, and The Assignee agreed before The PCT Application was filed that The Assignee would be the sole owner of The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom.
- (F) In pursuance of those agreements, The Inventors, Aberdeen, Edinburgh, Modern, Peakdale, and The Assignee have agreed to execute this Assignment in order to confirm and ensure that all rights, title and interest worldwide in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.

- (G) Inventor GREIG was at all material times employed by Aberdeen to carry out the research from which his contribution to The Priority Invention; The US Priority Application; The GB Priority Application; The PCT Invention; and The PCT Application arose.
- (H) Inventor GREIG has agreed to execute this Assignment in order to confirm and ensure that, as between him and his employer (Aberdeen), his contribution to The Priority Invention and The PCT Invention, and all rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to his employer.
- (I) Inventor VAN 'T HOF was at all material times employed by Edinburgh to carry out the research from which his contribution to The Priority Invention (if any); The US Priority Application (if any); The GB Priority Application (if any); The PCT Invention; and The PCT Application arose.
- (J) Inventor VAN 'T HOF has agreed to execute this Assignment in order to confirm and ensure that, as between him and his employer (Edinburgh), his contribution (if any) to The Priority Invention and the PCT Invention and all rights, title and interest in, to, under and arising from (if any) The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to his employer.
- (K) Aberdeen has agreed to execute this Assignment in order to confirm and ensure that, as between them and The Assignee, all their rights, title and interest in, to, under and arising from The Priority Invention; The Priority US Application; The Priority GB Application; any and all patent applications linked by priority to The Priority US Application and/or The Priority GB Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.
- (L) Edinburgh has agreed to execute this Assignment in order to confirm and ensure that, as between them and The Assignee, all their rights, title and interest in, to, under and arising from (if any) The Priority Invention; The Priority US Application; The Priority GB Application; any and all patent applications linked by priority to The Priority US Application and/or The Priority GB Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.
- (M) Inventor SHERIDAN was at all material times employed by Modern to carry out the research from which her contribution to The Priority Invention; The US Priority Application; The GB Priority Application; The PCT Invention; and The PCT Application arose.

- (N) Inventor SHERIDAN has agreed to execute this Assignment in order to confirm and ensure that, as between her and her employer (Modern), her contribution to The Priority Invention and The PCT Invention, and all rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to her employer.
- (O) Modern has agreed to execute this Assignment in order to confirm and ensure that, as between them and The Assignee, all their rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The Priority US Application and/or The Priority GB Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.
- (P) Inventors FISHER, TOZER, CLASE, SMITH, and TUFFNELL were at all material times employed by Peakdale to carry out the research from which their contributions to The Priority Invention; The US Priority Application; The GB Priority Application; The PCT Invention; and The PCT Application arose.
- (Q) Inventors FISHER, TOZER, CLASE, SMITH, and TUFFNELL have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (Peakdale), their contributions to The Priority Invention and The PCT Invention, and all rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to their employer.
- (R) Peakdale has agreed to execute this Assignment in order to confirm and ensure that, as between them and The Assignee, all their rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The Priority US Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.

**Operative provisions:**

- 1 In consideration for the payment of £1.00 by Aberdeen to inventor GREIG (the receipt and adequacy of which are hereby acknowledged), that Inventor hereby sells and assigns to Aberdeen absolutely and free from incumbrances all his rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.

- 2 In consideration for the payment of £1.00 by The Assignee to Aberdeen (the receipt and adequacy of which are hereby acknowledged), Aberdeen hereby sells and assigns to The Assignee absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 3 In consideration for the payment of £1.00 by Edinburgh to inventor VAN 'T HOF (the receipt and adequacy of which are hereby acknowledged), that Inventor hereby sells and assigns to Edinburgh absolutely and free from incumbrances all his rights title and interest in, to, under, and arising from (if any) The Priority Invention; The US Priority Application, The GB Priority Application; and any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 4 In consideration for the payment of £1.00 by The Assignee to Edinburgh (the receipt and adequacy of which are hereby acknowledged), Edinburgh hereby sells and assigns to The Assignee absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 5 In consideration for the payment of £1.00 by Modern to inventor SHERIDAN (the receipt and adequacy of which are hereby acknowledged), that Inventor hereby sells and assigns to Modern absolutely and free from incumbrances all her rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 6 In consideration for the payment of £1.00 by The Assignee to Modern (the receipt and adequacy of which are hereby acknowledged), Modern hereby sells and assigns to The Assignee absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.



- 7 In consideration for the payment of £1.00 by Peakdale to inventors FISHER, TOZER, CLASE, SMITH, and TUFFNELL (the receipt and adequacy of which are hereby acknowledged), those Inventors hereby sell and assign to Peakdale absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 8 In consideration for the payment of £1.00 by The Assignee to Peakdale (the receipt and adequacy of which are hereby acknowledged), Peakdale hereby sells and assigns to The Assignee absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 9 The rights sold and assigned in clauses 1 through 8 above are all rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; including:
- 9.1 all rights title and interest in all countries of the world in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and all patent applications derived therefrom and any and all applications linked by priority thereto and any and all divisionals, continuations and continuations-in-part of any of the aforesaid applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof;
- 9.2 all such rights to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of The Priority Invention and/or The PCT Invention to the intent that the grant of any patents or other intellectual property protection for The Priority Invention and/or The PCT Invention shall be in the name of and shall vest in The Assignee or its successors or assigns; and
- 9.3 all such rights to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention, such rights to be enjoyed by The Assignee

with effect from the date of filing of The US Priority Application and The GB Priority Application respectively;

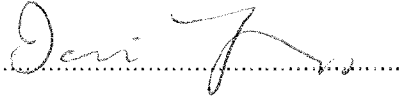

to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by The Inventors, Aberdeen, Edinburgh, Modern, and Peakdale, had this Assignment not been made.

- 10 The Inventors, Aberdeen, Edinburgh, Modern, Peakdale, and The Assignee hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any future patent applications in Canada or the United States or any other countries or regions of the world (including any international (PCT) patent applications) which fall within the scope of clauses 1 to 8 above, 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 intellectual property office for recordation of this document.
- 11 The Inventors, Aberdeen, Edinburgh, Modern, and Peakdale hereby UNDERTAKE that at the request and cost of the Assignee or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to The Priority Invention and/or the PCT Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning The Priority Invention and/or the PCT Invention or any application for patent or other intellectual property protection for The Priority Invention and/or the PCT Invention or any intellectual property protection granted pursuant to any such application.
- 12 The Inventors, Aberdeen, Edinburgh, Modern, and Peakdale hereby request the relevant authorities in all countries of the world to issue any patents granted for The Priority Invention and/or the PCT Invention in the name of the Assignee or its successors or assigns in accordance with this Assignment.
- 13 This Assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of each of The Inventors, Aberdeen, Edinburgh, Modern, and Peakdale, and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of The Assignee.
- 14 This agreement shall be governed by and interpreted in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Assignment and undertaking

**SCHEDULE**

Mewburn Ellis LLP REFERENCE NO.	COUNTRY	APPLICATION NUMBER	FILING DATE
6583843	GB	0817207.4	19/09/2008
6573976	US	61/098,271	19/09/2008
6646145	WO	PCT/GB2009/002221	18/09/2009
6752794	EP	09785121.6	18/09/2009
6752802	US	13/063,956	18/09/2009
6752810	CA		18/09/2009
6752828	JP		18/09/2009
6752836	IN		18/09/2009

SIGNED by )  
**IAIN ROBERT GREIG** )  
at (city, country): ABERDEEN, UK )  
on (date): 12-04-11 ) Signature:  )  
in the presence of: )  
Witness  
Signature:  )  
Name: GAIL BRADLEY )  
Address: U.S. UNIVERSITY OF ABERDEEN )

SIGNED by )  
**ROSE MARY SHERIDAN** )  
at (city, country): )  
on (date): ) Signature: )  
in the presence of: )  
Witness  
Signature: )  
Name: )  
Address: )

SIGNED by )  
**RAYMOND FISHER** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

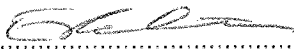
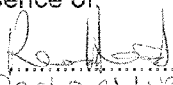
SIGNED by )  
**MATTHEW JOHN TOZER** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**JUHA ANDREW CLASE** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**ANDREW SMITH** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**ANDREW ROBERT TUFFNELL** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**ROBERT JURGEN VAN 'T HOF** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED for and on behalf of )  
**THE UNIVERSITY COURT OF** )  
**THE UNIVERSITY OF ABERDEEN** ) Signature:   
at (city, country): ABERDEEN, UK ) Name: Elizabeth Rattray  
on (date): 3.15.11 ) Position: Deputy Director  
in the presence of: ) Research and Innovation  
Witness  
Signature:   
Name: Rachael Waketeld  
Address: Rachael Waketeld, Aberdeen

SIGNED for and on behalf of )  
**THE UNIVERSITY COURT OF** )  
**THE UNIVERSITY OF EDINBURGH** ) Signature: .....  
at (city, country): ..... ) Name: Nora Kellock  
on (date): ..... ) Position: Head of Legal  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED for and on behalf of )  
**MODERN BIOSCIENCES PLC** ) Signature: .....  
at (city, country): ..... ) Name: Samuel Williams  
on (date): ..... ) Position: Director  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED for and on behalf of )  
**PEAKDALE MOLECULAR LTD.** ) Signature: .....  
at (city, country): ..... ) Name: Matthew John Tozer  
on (date): ..... ) Position: Head of Medicinal  
in the presence of: ) Chemistry Services  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED for and on behalf of )  
**PIMCO 2664 LIMITED** ) Signature: .....  
at (city, country): ..... ) Name: Samuel Williams  
on (date): ..... ) Position: Director  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

2

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

**Parties:**

**1 'The Inventors'**

**IAIN ROBERT GREIG**

of: Institute of Medical Sciences, University of Aberdeen, Medical School,  
Foresterhill, Aberdeen, Aberdeenshire, AB25 2ZD, United Kingdom

**ROSE MARY SHERIDAN**

of: Joint UCLH/UCL Biomedical Research & Development (R&D) Unit,  
Suite 1A, Maple House, Ground Floor, Rosenheim Wing, 25 Grafton Way,  
London, WC1E 6DB, United Kingdom

**RAYMOND FISHER**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**MATTHEW JOHN TOZER**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**JUHA ANDREW CLASE**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**ANDREW SMITH**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**ANDREW ROBERT TUFFNELL**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**ROBERT JURGEN VAN 'T HOF**

of: Bone Group, Molecular Medicine Centre, Western General Hospital,  
Edinburgh, Lothian, EH4 2XU, United Kingdom

**2 'Aberdeen'**

**THE UNIVERSITY COURT OF THE UNIVERSITY OF ABERDEEN**

of: Regent Walk, Aberdeen, Aberdeenshire, AB24 3FX, United Kingdom

**3 'Edinburgh'**

**THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH**

a charitable body registered in Scotland under registration number SC005336  
incorporated under the Universities (Scotland) Acts and having its principal  
offices at: Old College, South Bridge, Edinburgh, EH8 9YL, United Kingdom

**4 'Modern'**

**MODERN BIOSCIENCES PLC**

of: 24 Cornhill, London, EC3V 3ND, United Kingdom

(Company No 05414023)

**5 'Peakdale'**

**PEAKDALE MOLECULAR LTD.**

of: Peakdale Science Park, Sheffield Road, Chapel-en-le-Frith, High Peak,  
SK23 0PG, United Kingdom  
(Company No 02345676)

**6 'The Assignee'**

**PIMCO 2664 LIMITED**

of: 24 Cornhill, London, EC3V 3ND, United Kingdom  
(Company No 06282953)

**Recitals:**

- (A) Inventors GREIG, SHERIDAN, FISHER, TOZER, CLASE, SMITH, and TUFFNELL are the joint inventors of the invention or inventions (hereinafter referred to as "The Priority Invention") entitled *Aryl-Phenyl-Sulfonamide-Cycloalkyl Compounds and Their Use*, the specification of which was filed on 19 September 2008 as United States provisional patent application number 61/098,271 (hereinafter referred to as "The US Priority Application") and entitled *Therapeutic APSAC Compounds and Their Use*, the specification of which was filed on 19 September 2008 as United Kingdom patent application number 0817207.4 (hereinafter referred to as "The GB Priority Application").
- (B) The US Priority Application was filed in the name of Inventors GREIG, SHERIDAN, FISHER, TOZER, CLASE, SMITH, and TUFFNELL, as required by US law.
- (C) Inventors GREIG, SHERIDAN, FISHER, TOZER, CLASE, SMITH, and TUFFNELL, Aberdeen, Modern, Peakdale, and The Assignee agreed before The US Priority Application and The GB Priority Application were filed that The Assignee would be the sole owner of The Priority Invention; The US Priority Application; The GB Priority Application; and any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application.
- (D) The Inventors are the joint inventors of the invention or inventions (hereinafter referred to as "The PCT Invention") entitled *Aryl-Phenyl-Sulfonamide-Cycloalkyl Compounds and Their Use*, the specification of which was filed on 18 September 2009 as international patent application number PCT/GB2009/002221 (hereinafter referred to as "The PCT Application") which claims priority benefit of The US Priority Application and The GB Priority Application.
- (E) The Inventors, Aberdeen, Edinburgh, Modern, Peakdale, and The Assignee agreed before The PCT Application was filed that The Assignee would be the sole owner of The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom.
- (F) In pursuance of those agreements, The Inventors, Aberdeen, Edinburgh, Modern, Peakdale, and The Assignee have agreed to execute this Assignment in order to confirm and ensure that all rights, title and interest worldwide in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.



- (G) Inventor GREIG was at all material times employed by Aberdeen to carry out the research from which his contribution to The Priority Invention; The US Priority Application; The GB Priority Application; The PCT Invention; and The PCT Application arose.
- (H) Inventor GREIG has agreed to execute this Assignment in order to confirm and ensure that, as between him and his employer (Aberdeen), his contribution to The Priority Invention and The PCT Invention, and all rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to his employer.
- (I) Inventor VAN 'T HOF was at all material times employed by Edinburgh to carry out the research from which his contribution to The Priority Invention (if any); The US Priority Application (if any); The GB Priority Application (if any); The PCT Invention; and The PCT Application arose.
- (J) Inventor VAN 'T HOF has agreed to execute this Assignment in order to confirm and ensure that, as between him and his employer (Edinburgh), his contribution (if any) to The Priority Invention and the PCT Invention and all rights, title and interest in, to, under and arising from (if any) The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to his employer.
- (K) Aberdeen has agreed to execute this Assignment in order to confirm and ensure that, as between them and The Assignee, all their rights, title and interest in, to, under and arising from The Priority Invention; The Priority US Application; The Priority GB Application; any and all patent applications linked by priority to The Priority US Application and/or The Priority GB Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.
- (L) Edinburgh has agreed to execute this Assignment in order to confirm and ensure that, as between them and The Assignee, all their rights, title and interest in, to, under and arising from (if any) The Priority Invention; The Priority US Application; The Priority GB Application; any and all patent applications linked by priority to The Priority US Application and/or The Priority GB Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.
- (M) Inventor SHERIDAN was at all material times employed by Modern to carry out the research from which her contribution to The Priority Invention; The US Priority Application; The GB Priority Application; The PCT Invention; and The PCT Application arose.

- (N) Inventor SHERIDAN has agreed to execute this Assignment in order to confirm and ensure that, as between her and her employer (Modern), her contribution to The Priority Invention and The PCT Invention, and all rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to her employer.
- (O) Modern has agreed to execute this Assignment in order to confirm and ensure that, as between them and The Assignee, all their rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The Priority US Application and/or The Priority GB Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.
- (P) Inventors FISHER, TOZER, CLASE, SMITH, and TUFFNELL were at all material times employed by Peakdale to carry out the research from which their contributions to The Priority Invention; The US Priority Application; The GB Priority Application; The PCT Invention; and The PCT Application arose.
- (Q) Inventors FISHER, TOZER, CLASE, SMITH, and TUFFNELL have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (Peakdale), their contributions to The Priority Invention and The PCT Invention, and all rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to their employer.
- (R) Peakdale has agreed to execute this Assignment in order to confirm and ensure that, as between them and The Assignee, all their rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The Priority US Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.

**Operative provisions:**

- 1 In consideration for the payment of £1.00 by Aberdeen to inventor GREIG (the receipt and adequacy of which are hereby acknowledged), that Inventor hereby sells and assigns to Aberdeen absolutely and free from incumbrances all his rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.

- 2 In consideration for the payment of £1.00 by The Assignee to Aberdeen (the receipt and adequacy of which are hereby acknowledged), Aberdeen hereby sells and assigns to The Assignee absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 3 In consideration for the payment of £1.00 by Edinburgh to inventor VAN 'T HOF (the receipt and adequacy of which are hereby acknowledged), that Inventor hereby sells and assigns to Edinburgh absolutely and free from incumbrances all his rights title and interest in, to, under, and arising from (if any) The Priority Invention; The US Priority Application; The GB Priority Application; and any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 4 In consideration for the payment of £1.00 by The Assignee to Edinburgh (the receipt and adequacy of which are hereby acknowledged), Edinburgh hereby sells and assigns to The Assignee absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 5 In consideration for the payment of £1.00 by Modern to inventor SHERIDAN (the receipt and adequacy of which are hereby acknowledged), that Inventor hereby sells and assigns to Modern absolutely and free from incumbrances all her rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 6 In consideration for the payment of £1.00 by The Assignee to Modern (the receipt and adequacy of which are hereby acknowledged), Modern hereby sells and assigns to The Assignee absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.

- 7 In consideration for the payment of £1.00 by Peakdale to inventors FISHER, TOZER, CLASE, SMITH, and TUFFNELL (the receipt and adequacy of which are hereby acknowledged), those Inventors hereby sell and assign to Peakdale absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 8 In consideration for the payment of £1.00 by The Assignee to Peakdale (the receipt and adequacy of which are hereby acknowledged), Peakdale hereby sells and assigns to The Assignee absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 9 The rights sold and assigned in clauses 1 through 8 above are all rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; including:
- 9.1 all rights title and interest in all countries of the world in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and all patent applications derived therefrom and any and all applications linked by priority thereto and any and all divisionals, continuations and continuations-in-part of any of the aforesaid applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof;
- 9.2 all such rights to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of The Priority Invention and/or The PCT Invention to the intent that the grant of any patents or other intellectual property protection for The Priority Invention and/or The PCT Invention shall be in the name of and shall vest in The Assignee or its successors or assigns; and
- 9.3 all such rights to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention, such rights to be enjoyed by The Assignee

with effect from the date of filing of The US Priority Application and The GB Priority Application respectively;

to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by The Inventors, Aberdeen, Edinburgh, Modern, and Peakdale, had this Assignment not been made.

- 10 The Inventors, Aberdeen, Edinburgh, Modern, Peakdale, and The Assignee hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any future patent applications in Canada or the United States or any other countries or regions of the world (including any international (PCT) patent applications) which fall within the scope of clauses 1 to 8 above, 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 intellectual property office for recordation of this document.
- 11 The Inventors, Aberdeen, Edinburgh, Modern, and Peakdale hereby UNDERTAKE that at the request and cost of the Assignee or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to The Priority Invention and/or the PCT Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning The Priority Invention and/or the PCT Invention or any application for patent or other intellectual property protection for The Priority Invention and/or the PCT Invention or any intellectual property protection granted pursuant to any such application.
- 12 The Inventors, Aberdeen, Edinburgh, Modern, and Peakdale hereby request the relevant authorities in all countries of the world to issue any patents granted for The Priority Invention and/or the PCT Invention in the name of the Assignee or its successors or assigns in accordance with this Assignment.
- 13 This Assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of each of The Inventors, Aberdeen, Edinburgh, Modern, and Peakdale, and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of The Assignee.
- 14 This agreement shall be governed by and interpreted in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Assignment and undertaking

SCHEDULE

Mewburn Ellis LLP REFERENCE NO.	COUNTRY	APPLICATION NUMBER	FILING DATE
6583843	GB	0817207.4	19/09/2008
6573976	US	61/098,271	19/09/2008
6646145	WO	PCT/GB2009/002221	18/09/2009
6752794	EP	09785121.6	18/09/2009
6752802	US	13/063,956	18/09/2009
6752810	CA		18/09/2009
6752828	JP		18/09/2009
6752836	IN		18/09/2009

SIGNED by )  
**IAIN ROBERT GREIG** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**ROSE MARY SHERIDAN** )  
at (city, country): *London, U.K.* )  
on (date): *5th May 2011* ) Signature: *R Sheridan*  
in the presence of: )  
Witness  
Signature: *[Signature]*  
Name: *Rose Sheridan*  
Address: *National Hospital, Queen St,  
London WC1N 1PU.*

SIGNED by )  
**RAYMOND FISHER** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**MATTHEW JOHN TOZER** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**JUHA ANDREW CLASE** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**ANDREW SMITH** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**ANDREW ROBERT TUFFNELL** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**ROBERT JURGEN VAN 'T HOF** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED for and on behalf of )  
**THE UNIVERSITY COURT OF** )  
**THE UNIVERSITY OF ABERDEEN** ) Signature: .....  
at (city, country): ..... ) Name: Elizabeth Rattray  
on (date): ..... ) Position: Deputy Director  
in the presence of: ) Research and Innovation  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED for and on behalf of )  
**THE UNIVERSITY COURT OF** )  
**THE UNIVERSITY OF EDINBURGH** ) Signature: .....  
at (city, country): ..... ) Name: Nora Kellock  
on (date): ..... ) Position: Head of Legal  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....



SIGNED for and on behalf of )  
**MODERN BIOSCIENCES PLC** ) Signature: .....  
at (city, country): ..... ) Name: Samuel Williams  
on (date): ..... ) Position: Director  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED for and on behalf of )  
**PEAKDALE MOLECULAR LTD.** ) Signature: .....  
at (city, country): ..... ) Name: Matthew John Tozer  
on (date): ..... ) Position: Head of Medicinal  
in the presence of: ) Chemistry Services  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED for and on behalf of )  
**PIMCO 2664 LIMITED** ) Signature: .....  
at (city, country): ..... ) Name: Samuel Williams  
on (date): ..... ) Position: Director  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

3

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

**Parties:**

**1 'The Inventors'**

**IAIN ROBERT GREIG**

of: Institute of Medical Sciences, University of Aberdeen, Medical School,  
Foresterhill, Aberdeen, Aberdeenshire, AB25 2ZD, United Kingdom

**ROSE MARY SHERIDAN**

of: Joint UCLH/UCL Biomedical Research & Development (R&D) Unit,  
Suite 1A, Maple House, Ground Floor, Rosenheim Wing, 25 Grafton Way,  
London, WC1E 6DB, United Kingdom

**RAYMOND FISHER**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**MATTHEW JOHN TOZER**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**JUHA ANDREW CLASE**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**ANDREW SMITH**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**ANDREW ROBERT TUFFNELL**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**ROBERT JURGEN VAN 'T HOF**

of: Bone Group, Molecular Medicine Centre, Western General Hospital,  
Edinburgh, Lothian, EH4 2XU, United Kingdom

**2 'Aberdeen'**

**THE UNIVERSITY COURT OF THE UNIVERSITY OF ABERDEEN**

of: Regent Walk, Aberdeen, Aberdeenshire, AB24 3FX, United Kingdom

**3 'Edinburgh'**

**THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH**

a charitable body registered in Scotland under registration number SC005336  
incorporated under the Universities (Scotland) Acts and having its principal  
offices at: Old College, South Bridge, Edinburgh, EH8 9YL, United Kingdom

**4 'Modern'**

**MODERN BIOSCIENCES PLC**

of: 24 Cornhill, London, EC3V 3ND, United Kingdom

(Company No 05414023)

**5 'Peakdale'**

**PEAKDALE MOLECULAR LTD.**

of: Peakdale Science Park, Sheffield Road, Chapel-en-le-Frith, High Peak,  
SK23 0PG, United Kingdom  
(Company No 02345676)

**6 'The Assignee'**

**PIMCO 2664 LIMITED**

of: 24 Cornhill, London, EC3V 3ND, United Kingdom  
(Company No 06282953)

**Recitals:**

- (A) Inventors GREIG, SHERIDAN, FISHER, TOZER, CLASE, SMITH, and TUFFNELL are the joint inventors of the invention or inventions (hereinafter referred to as "The Priority Invention") entitled *Aryl-Phenyl-Sulfonamide-Cycloalkyl Compounds and Their Use*, the specification of which was filed on 19 September 2008 as United States provisional patent application number 61/098,271 (hereinafter referred to as "The US Priority Application") and entitled *Therapeutic APSAC Compounds and Their Use*, the specification of which was filed on 19 September 2008 as United Kingdom patent application number 0817207.4 (hereinafter referred to as "The GB Priority Application").
- (B) The US Priority Application was filed in the name of Inventors GREIG, SHERIDAN, FISHER, TOZER, CLASE, SMITH, and TUFFNELL, as required by US law.
- (C) Inventors GREIG, SHERIDAN, FISHER, TOZER, CLASE, SMITH, and TUFFNELL, Aberdeen, Modern, Peakdale, and The Assignee agreed before The US Priority Application and The GB Priority Application were filed that The Assignee would be the sole owner of The Priority Invention; The US Priority Application; The GB Priority Application; and any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application.
- (D) The Inventors are the joint inventors of the invention or inventions (hereinafter referred to as "The PCT Invention") entitled *Aryl-Phenyl-Sulfonamide-Cycloalkyl Compounds and Their Use*, the specification of which was filed on 18 September 2009 as international patent application number PCT/GB2009/002221 (hereinafter referred to as "The PCT Application") which claims priority benefit of The US Priority Application and The GB Priority Application.
- (E) The Inventors, Aberdeen, Edinburgh, Modern, Peakdale, and The Assignee agreed before The PCT Application was filed that The Assignee would be the sole owner of The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom.
- (F) In pursuance of those agreements, The Inventors, Aberdeen, Edinburgh, Modern, Peakdale, and The Assignee have agreed to execute this Assignment in order to confirm and ensure that all rights, title and interest worldwide in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.

- (G) Inventor GREIG was at all material times employed by Aberdeen to carry out the research from which his contribution to The Priority Invention; The US Priority Application; The GB Priority Application; The PCT Invention; and The PCT Application arose.
- (H) Inventor GREIG has agreed to execute this Assignment in order to confirm and ensure that, as between him and his employer (Aberdeen), his contribution to The Priority Invention and The PCT Invention, and all rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to his employer.
- (I) Inventor VAN 'T HOF was at all material times employed by Edinburgh to carry out the research from which his contribution to The Priority Invention (if any); The US Priority Application (if any); The GB Priority Application (if any); The PCT Invention; and The PCT Application arose.
- (J) Inventor VAN 'T HOF has agreed to execute this Assignment in order to confirm and ensure that, as between him and his employer (Edinburgh), his contribution (if any) to The Priority Invention and the PCT Invention and all rights, title and interest in, to, under and arising from (if any) The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to his employer.
- (K) Aberdeen has agreed to execute this Assignment in order to confirm and ensure that, as between them and The Assignee, all their rights, title and interest in, to, under and arising from The Priority Invention; The Priority US Application; The Priority GB Application; any and all patent applications linked by priority to The Priority US Application and/or The Priority GB Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.
- (L) Edinburgh has agreed to execute this Assignment in order to confirm and ensure that, as between them and The Assignee, all their rights, title and interest in, to, under and arising from (if any) The Priority Invention; The Priority US Application; The Priority GB Application; any and all patent applications linked by priority to The Priority US Application and/or The Priority GB Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.
- (M) Inventor SHERIDAN was at all material times employed by Modern to carry out the research from which her contribution to The Priority Invention; The US Priority Application; The GB Priority Application; The PCT Invention; and The PCT Application arose.

- (N) Inventor SHERIDAN has agreed to execute this Assignment in order to confirm and ensure that, as between her and her employer (Modern), her contribution to The Priority Invention and The PCT Invention, and all rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to her employer.
- (O) Modern has agreed to execute this Assignment in order to confirm and ensure that, as between them and The Assignee, all their rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The Priority US Application and/or The Priority GB Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.
- (P) Inventors FISHER, TOZER, CLASE, SMITH, and TUFFNELL were at all material times employed by Peakdale to carry out the research from which their contributions to The Priority Invention; The US Priority Application; The GB Priority Application; The PCT Invention; and The PCT Application arose.
- (Q) Inventors FISHER, TOZER, CLASE, SMITH, and TUFFNELL have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (Peakdale), their contributions to The Priority Invention and The PCT Invention, and all rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to their employer.
- (R) Peakdale has agreed to execute this Assignment in order to confirm and ensure that, as between them and The Assignee, all their rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The Priority US Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.

**Operative provisions:**

- 1 In consideration for the payment of £1.00 by Aberdeen to inventor GREIG (the receipt and adequacy of which are hereby acknowledged), that Inventor hereby sells and assigns to Aberdeen absolutely and free from incumbrances all his rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.

- 2 In consideration for the payment of £1.00 by The Assignee to Aberdeen (the receipt and adequacy of which are hereby acknowledged), Aberdeen hereby sells and assigns to The Assignee absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 3 In consideration for the payment of £1.00 by Edinburgh to inventor VAN 'T HOF (the receipt and adequacy of which are hereby acknowledged), that Inventor hereby sells and assigns to Edinburgh absolutely and free from incumbrances all his rights title and interest in, to, under, and arising from (if any) The Priority Invention; The US Priority Application; The GB Priority Application; and any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 4 In consideration for the payment of £1.00 by The Assignee to Edinburgh (the receipt and adequacy of which are hereby acknowledged), Edinburgh hereby sells and assigns to The Assignee absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 5 In consideration for the payment of £1.00 by Modern to inventor SHERIDAN (the receipt and adequacy of which are hereby acknowledged), that Inventor hereby sells and assigns to Modern absolutely and free from incumbrances all her rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 6 In consideration for the payment of £1.00 by The Assignee to Modern (the receipt and adequacy of which are hereby acknowledged), Modern hereby sells and assigns to The Assignee absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.

- 7 In consideration for the payment of £1.00 by Peakdale to inventors FISHER, TOZER, CLASE, SMITH, and TUFFNELL (the receipt and adequacy of which are hereby acknowledged), those Inventors hereby sell and assign to Peakdale absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 8 In consideration for the payment of £1.00 by The Assignee to Peakdale (the receipt and adequacy of which are hereby acknowledged), Peakdale hereby sells and assigns to The Assignee absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 9 The rights sold and assigned in clauses 1 through 8 above are all rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; including:
- 9.1 all rights title and interest in all countries of the world in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and all patent applications derived therefrom and any and all applications linked by priority thereto and any and all divisionals, continuations and continuations-in-part of any of the aforesaid applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof;
- 9.2 all such rights to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of The Priority Invention and/or The PCT Invention to the intent that the grant of any patents or other intellectual property protection for The Priority Invention and/or The PCT Invention shall be in the name of and shall vest in The Assignee or its successors or assigns; and
- 9.3 all such rights to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention, such rights to be enjoyed by The Assignee

with effect from the date of filing of The US Priority Application and The GB Priority Application respectively;

to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by The Inventors, Aberdeen, Edinburgh, Modern, and Peakdale, had this Assignment not been made.

- 10 The Inventors, Aberdeen, Edinburgh, Modern, Peakdale, and The Assignee hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any future patent applications in Canada or the United States or any other countries or regions of the world (including any international (PCT) patent applications) which fall within the scope of clauses 1 to 8 above, 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 intellectual property office for recordation of this document.
- 11 The Inventors, Aberdeen, Edinburgh, Modern, and Peakdale hereby UNDERTAKE that at the request and cost of the Assignee or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to The Priority Invention and/or the PCT Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning The Priority Invention and/or the PCT Invention or any application for patent or other intellectual property protection for The Priority Invention and/or the PCT Invention or any intellectual property protection granted pursuant to any such application.
- 12 The Inventors, Aberdeen, Edinburgh, Modern, and Peakdale hereby request the relevant authorities in all countries of the world to issue any patents granted for The Priority Invention and/or the PCT Invention in the name of the Assignee or its successors or assigns in accordance with this Assignment.
- 13 This Assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of each of The Inventors, Aberdeen, Edinburgh, Modern, and Peakdale, and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of The Assignee.
- 14 This agreement shall be governed by and interpreted in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Assignment and undertaking

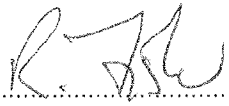



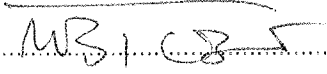

**SCHEDULE**



Mewburn Ellis LLP REFERENCE NO.	COUNTRY	APPLICATION NUMBER	FILING DATE
6583843	GB	0817207.4	19/09/2008
6573976	US	61/098,271	19/09/2008
6646145	WO	PCT/GB2009/002221	18/09/2009
6752794	EP	09785121.6	18/09/2009
6752802	US	13/063,956	18/09/2009
6752810	CA		18/09/2009
6752828	JP		18/09/2009
6752836	IN		18/09/2009

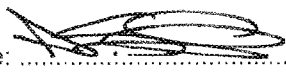

SIGNED by )  
**IAIN ROBERT GREIG** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....



SIGNED by )  
**ROSE MARY SHERIDAN** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**RAYMOND FISHER** )  
at (city, country): Chapel-en-le-Frith UK )  
on (date): 7th April 2011 ) Signature:   
in the presence of: )  
Witness  
Signature:   
Name: JANE E THORPE  
Address: 7, SWIFT BANK, SIMMONDLEY  
GLOSSOP, DERBYSHIRE, SK13 6QH

SIGNED by )  
**MATTHEW JOHN TOZER** )  
at (city, country): Chapel-en-le-Frith, UK )  
on (date): 7 April 2011 ) Signature:   
in the presence of: )  
Witness  
Signature:   
Name: JANE E THORPE  
Address: 7, SWIFT BANK, SIMMONDLEY  
GLOSSOP, DERBYSHIRE, SK13 6QH

SIGNED by )  
**JUHA ANDREW CLASE** )  
at (city, country): Chapel-en-le-Frith, UK )  
on (date): 11 April 2011 ) Signature:   
in the presence of: )  
Witness  
Signature:   
Name: JANE E THORPE  
Address: 7, SWIFT BANK, SIMMONDLEY  
GLOSSOP, DERBYSHIRE, SK13 6QH

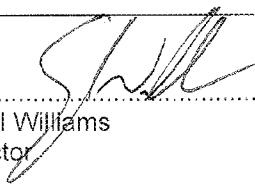
SIGNED by )  
**ANDREW SMITH** )  
at (city, country): Chapel-en-le-Frith )  
on (date): 7 April 2011 ) Signature:   
in the presence of: )  
Witness  
Signature:   
Name: JANE E THORPE  
Address: 7, SWIFT BANK, SIMMONDLEY  
GLOSSOP, DERBYSHIRE, SK13 6QH

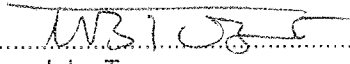
SIGNED by )  
**ANDREW ROBERT TUFFNELL** )  
at (city, country): CHARLETON, LEICESTER, UK )  
on (date): 7 April 2011 ) Signature:  )  
in the presence of: )  
Witness  
Signature:  )  
Name: JANE E. THORPE )  
Address: 7, SWIFT BANK, SIMMONDSLEY )  
GLOSSOP, DERBYSHIRE, SK13 6QH )

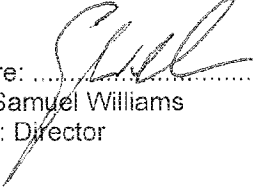
SIGNED by )  
**ROBERT JURGEN VAN 'T HOF** )  
at (city, country): )  
on (date): ) Signature: )  
in the presence of: )  
Witness  
Signature: )  
Name: )  
Address: )

SIGNED for and on behalf of )  
**THE UNIVERSITY COURT OF** )  
**THE UNIVERSITY OF ABERDEEN** ) Signature: )  
at (city, country): ) Name: Elizabeth Rattray )  
on (date): ) Position: Deputy Director )  
in the presence of: ) Research and Innovation )  
Witness  
Signature: )  
Name: )  
Address: )

SIGNED for and on behalf of )  
**THE UNIVERSITY COURT OF** )  
**THE UNIVERSITY OF EDINBURGH** ) Signature: )  
at (city, country): ) Name: Nora Kellock )  
on (date): ) Position: Head of Legal )  
in the presence of: )  
Witness  
Signature: )  
Name: )  
Address: )

SIGNED for and on behalf of )  
**MODERN BIOSCIENCES PLC** ) Signature:   
at (city, country): LONDON, UK ) Name: Samuel Williams  
on (date): 14 April 2011 ) Position: Director  
in the presence of: )  
Witness  
Signature: X Patel  
Name: L. PATEL  
Address: 24 CORNHILL, LONDON EC3V 3ND

SIGNED for and on behalf of )  
**PEAKDALE MOLECULAR LTD.** ) Signature:   
at (city, country): Chapel-en-le-Fath, UK ) Name: Matthew John Tozer  
on (date): 7 April 2011 ) Position: Head of Medicinal  
in the presence of: ) Chemistry Services  
Witness  
Signature: J E Thorpe  
Name: JANE E THORPE  
Address: 7, SLIFT BANK, SIMMONDLEY  
CROSSOP, DERBYSHIRE, SK13 6QH

SIGNED for and on behalf of )  
**PIMCO 2664 LIMITED** ) Signature:   
at (city, country): LONDON, UK ) Name: Samuel Williams  
on (date): 14 April 2011 ) Position: Director  
in the presence of: )  
Witness  
Signature: X Patel  
Name: L. PATEL  
Address: 24 CORNHILL, LONDON EC3V 3ND

4

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

**Parties:**

**1 'The Inventors'**

**IAIN ROBERT GREIG**

of: Institute of Medical Sciences, University of Aberdeen, Medical School,  
Foresterhill, Aberdeen, Aberdeenshire, AB25 2ZD, United Kingdom

**ROSE MARY SHERIDAN**

of: Joint UCLH/UCL Biomedical Research & Development (R&D) Unit,  
Suite 1A, Maple House, Ground Floor, Rosenheim Wing, 25 Grafton Way,  
London, WC1E 6DB, United Kingdom

**RAYMOND FISHER**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**MATTHEW JOHN TOZER**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**JUHA ANDREW CLASE**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**ANDREW SMITH**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**ANDREW ROBERT TUFFNELL**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**ROBERT JURGEN VAN 'T HOF**

of: Bone Group, Molecular Medicine Centre, Western General Hospital,  
Edinburgh, Lothian, EH4 2XU, United Kingdom

**2 'Aberdeen'**

**THE UNIVERSITY COURT OF THE UNIVERSITY OF ABERDEEN**

of: Regent Walk, Aberdeen, Aberdeenshire, AB24 3FX, United Kingdom

**3 'Edinburgh'**

**THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH**

a charitable body registered in Scotland under registration number SC005336  
incorporated under the Universities (Scotland) Acts and having its principal  
offices at: Old College, South Bridge, Edinburgh, EH8 9YL, United Kingdom

**4 'Modern'**

**MODERN BIOSCIENCES PLC**

of: 24 Cornhill, London, EC3V 3ND, United Kingdom

(Company No 05414023)

**5 'Peakdale'**

**PEAKDALE MOLECULAR LTD.**

of: Peakdale Science Park, Sheffield Road, Chapel-en-le-Frith, High Peak,  
SK23 0PG, United Kingdom  
(Company No 02345676)

**6 'The Assignee'**

**PIMCO 2664 LIMITED**

of: 24 Cornhill, London, EC3V 3ND, United Kingdom  
(Company No 06282953)

**Recitals:**

- (A) Inventors GREIG, SHERIDAN, FISHER, TOZER, CLASE, SMITH, and TUFFNELL are the joint inventors of the invention or inventions (hereinafter referred to as "The Priority Invention") entitled *Aryl-Phenyl-Sulfonamide-Cycloalkyl Compounds and Their Use*, the specification of which was filed on 19 September 2008 as United States provisional patent application number 61/098,271 (hereinafter referred to as "The US Priority Application") and entitled *Therapeutic APSAC Compounds and Their Use*, the specification of which was filed on 19 September 2008 as United Kingdom patent application number 0817207.4 (hereinafter referred to as "The GB Priority Application").
- (B) The US Priority Application was filed in the name of Inventors GREIG, SHERIDAN, FISHER, TOZER, CLASE, SMITH, and TUFFNELL, as required by US law.
- (C) Inventors GREIG, SHERIDAN, FISHER, TOZER, CLASE, SMITH, and TUFFNELL, Aberdeen, Modern, Peakdale, and The Assignee agreed before The US Priority Application and The GB Priority Application were filed that The Assignee would be the sole owner of The Priority Invention; The US Priority Application; The GB Priority Application; and any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application.
- (D) The Inventors are the joint inventors of the invention or inventions (hereinafter referred to as "The PCT Invention") entitled *Aryl-Phenyl-Sulfonamide-Cycloalkyl Compounds and Their Use*, the specification of which was filed on 18 September 2009 as international patent application number PCT/GB2009/002221 (hereinafter referred to as "The PCT Application") which claims priority benefit of The US Priority Application and The GB Priority Application.
- (E) The Inventors, Aberdeen, Edinburgh, Modern, Peakdale, and The Assignee agreed before The PCT Application was filed that The Assignee would be the sole owner of The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom.
- (F) In pursuance of those agreements, The Inventors, Aberdeen, Edinburgh, Modern, Peakdale, and The Assignee have agreed to execute this Assignment in order to confirm and ensure that all rights, title and interest worldwide in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.

- (G) Inventor GREIG was at all material times employed by Aberdeen to carry out the research from which his contribution to The Priority Invention; The US Priority Application; The GB Priority Application; The PCT Invention; and The PCT Application arose.
- (H) Inventor GREIG has agreed to execute this Assignment in order to confirm and ensure that, as between him and his employer (Aberdeen), his contribution to The Priority Invention and The PCT Invention, and all rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to his employer.
- (I) Inventor VAN 'T HOF was at all material times employed by Edinburgh to carry out the research from which his contribution to The Priority Invention (if any); The US Priority Application (if any); The GB Priority Application (if any); The PCT Invention; and The PCT Application arose.
- (J) Inventor VAN 'T HOF has agreed to execute this Assignment in order to confirm and ensure that, as between him and his employer (Edinburgh), his contribution (if any) to The Priority Invention and the PCT Invention and all rights, title and interest in, to, under and arising from (if any) The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to his employer.
- (K) Aberdeen has agreed to execute this Assignment in order to confirm and ensure that, as between them and The Assignee, all their rights, title and interest in, to, under and arising from The Priority Invention; The Priority US Application; The Priority GB Application; any and all patent applications linked by priority to The Priority US Application and/or The Priority GB Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.
- (L) Edinburgh has agreed to execute this Assignment in order to confirm and ensure that, as between them and The Assignee, all their rights, title and interest in, to, under and arising from (if any) The Priority Invention; The Priority US Application; The Priority GB Application; any and all patent applications linked by priority to The Priority US Application and/or The Priority GB Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.
- (M) Inventor SHERIDAN was at all material times employed by Modern to carry out the research from which her contribution to The Priority Invention; The US Priority Application; The GB Priority Application; The PCT Invention; and The PCT Application arose.

- (N) Inventor SHERIDAN has agreed to execute this Assignment in order to confirm and ensure that, as between her and her employer (Modern), her contribution to The Priority Invention and The PCT Invention, and all rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to her employer.
- (O) Modern has agreed to execute this Assignment in order to confirm and ensure that, as between them and The Assignee, all their rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The Priority US Application and/or The Priority GB Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.
- (P) Inventors FISHER, TOZER, CLASE, SMITH, and TUFFNELL were at all material times employed by Peakdale to carry out the research from which their contributions to The Priority Invention; The US Priority Application; The GB Priority Application; The PCT Invention; and The PCT Application arose.
- (Q) Inventors FISHER, TOZER, CLASE, SMITH, and TUFFNELL have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (Peakdale), their contributions to The Priority Invention and The PCT Invention, and all rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to their employer.
- (R) Peakdale has agreed to execute this Assignment in order to confirm and ensure that, as between them and The Assignee, all their rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The Priority US Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.

**Operative provisions:**

- 1 In consideration for the payment of £1.00 by Aberdeen to inventor GREIG (the receipt and adequacy of which are hereby acknowledged), that Inventor hereby sells and assigns to Aberdeen absolutely and free from incumbrances all his rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.



- 2 In consideration for the payment of £1.00 by The Assignee to Aberdeen (the receipt and adequacy of which are hereby acknowledged), Aberdeen hereby sells and assigns to The Assignee absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 3 In consideration for the payment of £1.00 by Edinburgh to inventor VAN 'T HOF (the receipt and adequacy of which are hereby acknowledged), that Inventor hereby sells and assigns to Edinburgh absolutely and free from incumbrances all his rights title and interest in, to, under, and arising from (if any) The Priority Invention; The US Priority Application; The GB Priority Application; and any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 4 In consideration for the payment of £1.00 by The Assignee to Edinburgh (the receipt and adequacy of which are hereby acknowledged), Edinburgh hereby sells and assigns to The Assignee absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 5 In consideration for the payment of £1.00 by Modern to inventor SHERIDAN (the receipt and adequacy of which are hereby acknowledged), that Inventor hereby sells and assigns to Modern absolutely and free from incumbrances all her rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 6 In consideration for the payment of £1.00 by The Assignee to Modern (the receipt and adequacy of which are hereby acknowledged), Modern hereby sells and assigns to The Assignee absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.

- 7 In consideration for the payment of £1.00 by Peakdale to inventors FISHER, TOZER, CLASE, SMITH, and TUFFNELL (the receipt and adequacy of which are hereby acknowledged), those Inventors hereby sell and assign to Peakdale absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 8 In consideration for the payment of £1.00 by The Assignee to Peakdale (the receipt and adequacy of which are hereby acknowledged), Peakdale hereby sells and assigns to The Assignee absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 9 The rights sold and assigned in clauses 1 through 8 above are all rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; including:
- 9.1 all rights title and interest in all countries of the world in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and all patent applications derived therefrom and any and all applications linked by priority thereto and any and all divisionals, continuations and continuations-in-part of any of the aforesaid applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof;
- 9.2 all such rights to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of The Priority Invention and/or The PCT Invention to the intent that the grant of any patents or other intellectual property protection for The Priority Invention and/or The PCT Invention shall be in the name of and shall vest in The Assignee or its successors or assigns; and
- 9.3 all such rights to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention, such rights to be enjoyed by The Assignee

with effect from the date of filing of The US Priority Application and The GB Priority Application respectively;

to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by The Inventors, Aberdeen, Edinburgh, Modern, and Peakdale, had this Assignment not been made.

- 10 The Inventors, Aberdeen, Edinburgh, Modern, Peakdale, and The Assignee hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any future patent applications in Canada or the United States or any other countries or regions of the world (including any international (PCT) patent applications) which fall within the scope of clauses 1 to 8 above, 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 intellectual property office for recordation of this document.
- 11 The Inventors, Aberdeen, Edinburgh, Modern, and Peakdale hereby UNDERTAKE that at the request and cost of the Assignee or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to The Priority Invention and/or the PCT Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning The Priority Invention and/or the PCT Invention or any application for patent or other intellectual property protection for The Priority Invention and/or the PCT Invention or any intellectual property protection granted pursuant to any such application.
- 12 The Inventors, Aberdeen, Edinburgh, Modern, and Peakdale hereby request the relevant authorities in all countries of the world to issue any patents granted for The Priority Invention and/or the PCT Invention in the name of the Assignee or its successors or assigns in accordance with this Assignment.
- 13 This Assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of each of The Inventors, Aberdeen, Edinburgh, Modern, and Peakdale, and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of The Assignee.
- 14 This agreement shall be governed by and interpreted in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Assignment and undertaking

**SCHEDULE**

Mewburn Ellis LLP REFERENCE NO.	COUNTRY	APPLICATION NUMBER	FILING DATE
6583843	GB	0817207.4	19/09/2008
6573976	US	61/098,271	19/09/2008
6646145	WO	PCT/GB2009/002221	18/09/2009
6752794	EP	09785121.6	18/09/2009
6752802	US	13/063,956	18/09/2009
6752810	CA		18/09/2009
6752828	JP		18/09/2009
6752836	IN		18/09/2009

SIGNED by )  
**IAIN ROBERT GREIG** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**ROSE MARY SHERIDAN** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

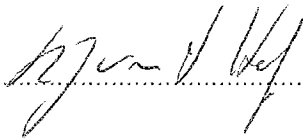
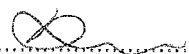
SIGNED by )  
**RAYMOND FISHER** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**MATTHEW JOHN TOZER** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**JUHA ANDREW CLASE** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**ANDREW SMITH** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**ANDREW ROBERT TUFFNELL** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**ROBERT JURGEN VAN 'T HOF** )  
at (city, country): Edinburgh, UK )  
on (date): 08/04/2011 ) Signature:   
in the presence of: )  
Witness  
Signature:   
Name: BELINDA STEPHEN  
Address: 26 ORCHARD DRIVE  
EDINBURGH

SIGNED for and on behalf of )  
**THE UNIVERSITY COURT OF** )  
**THE UNIVERSITY OF ABERDEEN** ) Signature: .....  
at (city, country): ..... ) Name: Elizabeth Rattray  
on (date): ..... ) Position: Deputy Director  
in the presence of: ) Research and Innovation  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED for and on behalf of )  
**THE UNIVERSITY COURT OF** )  
**THE UNIVERSITY OF EDINBURGH** ) Signature: .....  
at (city, country): ..... ) Name: Nora Kellock  
on (date): ..... ) Position: Head of Legal  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED for and on behalf of )  
**MODERN BIOSCIENCES PLC** ) Signature: .....  
at (city, country): ..... ) Name: Samuel Williams  
on (date): ..... ) Position: Director  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED for and on behalf of )  
**PEAKDALE MOLECULAR LTD.** ) Signature: .....  
at (city, country): ..... ) Name: Matthew John Tozer  
on (date): ..... ) Position: Head of Medicinal  
in the presence of: ) Chemistry Services  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED for and on behalf of )  
**PIMCO 2664 LIMITED** ) Signature: .....  
at (city, country): ..... ) Name: Samuel Williams  
on (date): ..... ) Position: Director  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

5

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

**Parties:**

**1 'The Inventors'**

**IAIN ROBERT GREIG**

of: Institute of Medical Sciences, University of Aberdeen, Medical School,  
Foresterhill, Aberdeen, Aberdeenshire, AB25 2ZD, United Kingdom

**ROSE MARY SHERIDAN**

of: Joint UCLH/UCL Biomedical Research & Development (R&D) Unit,  
Suite 1A, Maple House, Ground Floor, Rosenheim Wing, 25 Grafton Way,  
London, WC1E 6DB, United Kingdom

**RAYMOND FISHER**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**MATTHEW JOHN TOZER**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**JUHA ANDREW CLASE**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**ANDREW SMITH**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**ANDREW ROBERT TUFFNELL**

of: Peakdale Molecular Ltd., Peakdale Science Park, Sheffield Road,  
Chapel-en-le-Frith, High Peak, SK23 0PG, United Kingdom

**ROBERT JURGEN VAN 'T HOF**

of: Bone Group, Molecular Medicine Centre, Western General Hospital,  
Edinburgh, Lothian, EH4 2XU, United Kingdom

**2 'Aberdeen'**

**THE UNIVERSITY COURT OF THE UNIVERSITY OF ABERDEEN**

of: Regent Walk, Aberdeen, Aberdeenshire, AB24 3FX, United Kingdom

**3 'Edinburgh'**

**THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH**

a charitable body registered in Scotland under registration number SC005336  
incorporated under the Universities (Scotland) Acts and having its principal  
offices at: Old College, South Bridge, Edinburgh, EH8 9YL, United Kingdom

**4 'Modern'**

**MODERN BIOSCIENCES PLC**

of: 24 Cornhill, London, EC3V 3ND, United Kingdom



(Company No 05414023)

**5 'Peakdale'**

**PEAKDALE MOLECULAR LTD.**

of: Peakdale Science Park, Sheffield Road, Chapel-en-le-Frith, High Peak,  
SK23 0PG, United Kingdom  
(Company No 02345676)

**6 'The Assignee'**

**PIMCO 2664 LIMITED**

of: 24 Cornhill, London, EC3V 3ND, United Kingdom  
(Company No 06282953)

**Recitals:**

- (A) Inventors GREIG, SHERIDAN, FISHER, TOZER, CLASE, SMITH, and TUFFNELL are the joint inventors of the invention or inventions (hereinafter referred to as "The Priority Invention") entitled *Aryl-Phenyl-Sulfonamide-Cycloalkyl Compounds and Their Use*, the specification of which was filed on 19 September 2008 as United States provisional patent application number 61/098,271 (hereinafter referred to as "The US Priority Application") and entitled *Therapeutic APSAC Compounds and Their Use*, the specification of which was filed on 19 September 2008 as United Kingdom patent application number 0817207.4 (hereinafter referred to as "The GB Priority Application").
- (B) The US Priority Application was filed in the name of Inventors GREIG, SHERIDAN, FISHER, TOZER, CLASE, SMITH, and TUFFNELL, as required by US law.
- (C) Inventors GREIG, SHERIDAN, FISHER, TOZER, CLASE, SMITH, and TUFFNELL, Aberdeen, Modern, Peakdale, and The Assignee agreed before The US Priority Application and The GB Priority Application were filed that The Assignee would be the sole owner of The Priority Invention; The US Priority Application; The GB Priority Application; and any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application.
- (D) The Inventors are the joint inventors of the invention or inventions (hereinafter referred to as "The PCT Invention") entitled *Aryl-Phenyl-Sulfonamide-Cycloalkyl Compounds and Their Use*, the specification of which was filed on 18 September 2009 as international patent application number PCT/GB2009/002221 (hereinafter referred to as "The PCT Application") which claims priority benefit of The US Priority Application and The GB Priority Application.
- (E) The Inventors, Aberdeen, Edinburgh, Modern, Peakdale, and The Assignee agreed before The PCT Application was filed that The Assignee would be the sole owner of The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom.
- (F) In pursuance of those agreements, The Inventors, Aberdeen, Edinburgh, Modern, Peakdale, and The Assignee have agreed to execute this Assignment in order to confirm and ensure that all rights, title and interest worldwide in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.

- (G) Inventor GREIG was at all material times employed by Aberdeen to carry out the research from which his contribution to The Priority Invention; The US Priority Application; The GB Priority Application; The PCT Invention; and The PCT Application arose.
- (H) Inventor GREIG has agreed to execute this Assignment in order to confirm and ensure that, as between him and his employer (Aberdeen), his contribution to The Priority Invention and The PCT Invention, and all rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to his employer.
- (I) Inventor VAN 'T HOF was at all material times employed by Edinburgh to carry out the research from which his contribution to The Priority Invention (if any); The US Priority Application (if any); The GB Priority Application (if any); The PCT Invention; and The PCT Application arose.
- (J) Inventor VAN 'T HOF has agreed to execute this Assignment in order to confirm and ensure that, as between him and his employer (Edinburgh), his contribution (if any) to The Priority Invention and the PCT Invention and all rights, title and interest in, to, under and arising from (if any) The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to his employer.
- (K) Aberdeen has agreed to execute this Assignment in order to confirm and ensure that, as between them and The Assignee, all their rights, title and interest in, to, under and arising from The Priority Invention; The Priority US Application; The Priority GB Application; any and all patent applications linked by priority to The Priority US Application and/or The Priority GB Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.
- (L) Edinburgh has agreed to execute this Assignment in order to confirm and ensure that, as between them and The Assignee, all their rights, title and interest in, to, under and arising from (if any) The Priority Invention; The Priority US Application; The Priority GB Application; any and all patent applications linked by priority to The Priority US Application and/or The Priority GB Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.
- (M) Inventor SHERIDAN was at all material times employed by Modern to carry out the research from which her contribution to The Priority Invention; The US Priority Application; The GB Priority Application; The PCT Invention; and The PCT Application arose.

- (N) Inventor SHERIDAN has agreed to execute this Assignment in order to confirm and ensure that, as between her and her employer (Modern), her contribution to The Priority Invention and The PCT Invention, and all rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to her employer.
- (O) Modern has agreed to execute this Assignment in order to confirm and ensure that, as between them and The Assignee, all their rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The Priority US Application and/or The Priority GB Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.
- (P) Inventors FISHER, TOZER, CLASE, SMITH, and TUFFNELL were at all material times employed by Peakdale to carry out the research from which their contributions to The Priority Invention; The US Priority Application; The GB Priority Application; The PCT Invention; and The PCT Application arose.
- (Q) Inventors FISHER, TOZER, CLASE, SMITH, and TUFFNELL have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (Peakdale), their contributions to The Priority Invention and The PCT Invention, and all rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to their employer.
- (R) Peakdale has agreed to execute this Assignment in order to confirm and ensure that, as between them and The Assignee, all their rights, title and interest in, to, under and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The Priority US Application and/or The GB Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Assignee.

**Operative provisions:**

- 1 In consideration for the payment of £1.00 by Aberdeen to inventor GREIG (the receipt and adequacy of which are hereby acknowledged), that Inventor hereby sells and assigns to Aberdeen absolutely and free from incumbrances all his rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.

- 2 In consideration for the payment of £1.00 by The Assignee to Aberdeen (the receipt and adequacy of which are hereby acknowledged), Aberdeen hereby sells and assigns to The Assignee absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 3 In consideration for the payment of £1.00 by Edinburgh to inventor VAN 'T HOF (the receipt and adequacy of which are hereby acknowledged), that Inventor hereby sells and assigns to Edinburgh absolutely and free from incumbrances all his rights title and interest in, to, under, and arising from (if any) The Priority Invention; The US Priority Application, The GB Priority Application; and any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 4 In consideration for the payment of £1.00 by The Assignee to Edinburgh (the receipt and adequacy of which are hereby acknowledged), Edinburgh hereby sells and assigns to The Assignee absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 5 In consideration for the payment of £1.00 by Modern to inventor SHERIDAN (the receipt and adequacy of which are hereby acknowledged), that Inventor hereby sells and assigns to Modern absolutely and free from incumbrances all her rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 6 In consideration for the payment of £1.00 by The Assignee to Modern (the receipt and adequacy of which are hereby acknowledged), Modern hereby sells and assigns to The Assignee absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.

- 7 In consideration for the payment of £1.00 by Peakdale to inventors FISHER, TOZER, CLASE, SMITH, and TUFFNELL (the receipt and adequacy of which are hereby acknowledged), those Inventors hereby sell and assign to Peakdale absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 8 In consideration for the payment of £1.00 by The Assignee to Peakdale (the receipt and adequacy of which are hereby acknowledged), Peakdale hereby sells and assigns to The Assignee absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and including those rights set out in clause 9 below.
- 9 The rights sold and assigned in clauses 1 through 8 above are all rights title and interest in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; any and all patent applications linked by priority to The US Priority Application and/or The GB Priority Application, including the right to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; including:
- 9.1 all rights title and interest in all countries of the world in, to, under, and arising from The Priority Invention; The US Priority Application; The GB Priority Application; The PCT Invention; The PCT Application, including any and all national and regional phase applications arising therefrom; and all patent applications derived therefrom and any and all applications linked by priority thereto and any and all divisionals, continuations and continuations-in-part of any of the aforesaid applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof;
- 9.2 all such rights to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of The Priority Invention and/or The PCT Invention to the intent that the grant of any patents or other intellectual property protection for The Priority Invention and/or The PCT Invention shall be in the name of and shall vest in The Assignee or its successors or assigns; and
- 9.3 all such rights to claim priority from The US Priority Application and/or The GB Priority Application in any and all applications for protection for The Priority Invention and/or the PCT Invention, such rights to be enjoyed by The Assignee

with effect from the date of filing of The US Priority Application and The GB Priority Application respectively;

to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by The Inventors, Aberdeen, Edinburgh, Modern, and Peakdale, had this Assignment not been made.

- 10 The Inventors, Aberdeen, Edinburgh, Modern, Peakdale, and The Assignee hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any future patent applications in Canada or the United States or any other countries or regions of the world (including any international (PCT) patent applications) which fall within the scope of clauses 1 to 8 above, 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 intellectual property office for recordation of this document.
- 11 The Inventors, Aberdeen, Edinburgh, Modern, and Peakdale hereby UNDERTAKE that at the request and cost of the Assignee or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to The Priority Invention and/or the PCT Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning The Priority Invention and/or the PCT Invention or any application for patent or other intellectual property protection for The Priority Invention and/or the PCT Invention or any intellectual property protection granted pursuant to any such application.
- 12 The Inventors, Aberdeen, Edinburgh, Modern, and Peakdale hereby request the relevant authorities in all countries of the world to issue any patents granted for The Priority Invention and/or the PCT Invention in the name of the Assignee or its successors or assigns in accordance with this Assignment.
- 13 This Assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of each of The Inventors, Aberdeen, Edinburgh, Modern, and Peakdale, and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of The Assignee.
- 14 This agreement shall be governed by and interpreted in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Assignment and undertaking

**SCHEDULE**

Mewburn Ellis LLP REFERENCE NO.	COUNTRY	APPLICATION NUMBER	FILING DATE
6583843	GB	0817207.4	19/09/2008
6573976	US	61/098,271	19/09/2008
6646145	WO	PCT/GB2009/002221	18/09/2009
6752794	EP	09785121.6	18/09/2009
6752802	US	13/063,956	18/09/2009
6752810	CA		18/09/2009
6752828	JP		18/09/2009
6752836	IN		18/09/2009

SIGNED by )  
**IAIN ROBERT GREIG** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**ROSE MARY SHERIDAN** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**RAYMOND FISHER** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: ..... )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**MATTHEW JOHN TOZER** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: ..... )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**JUHA ANDREW CLASE** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: ..... )  
Witness  
Signature: .....  
Name: .....  
Address: .....


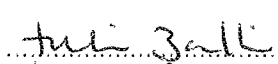
SIGNED by )  
**ANDREW SMITH** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: ..... )  
Witness  
Signature: .....  
Name: .....  
Address: .....



SIGNED by )  
**ANDREW ROBERT TUFFNELL** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED by )  
**ROBERT JURGEN VAN 'T HOF** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED for and on behalf of )  
**THE UNIVERSITY COURT OF** )  
**THE UNIVERSITY OF ABERDEEN** ) Signature: .....  
at (city, country): ..... ) Name: Elizabeth Rattray  
on (date): ..... ) Position: Deputy Director  
in the presence of: ) Research and Innovation  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED for and on behalf of )  
**THE UNIVERSITY COURT OF** )  
**THE UNIVERSITY OF EDINBURGH** ) Signature:  .....  
at (city, country): EDINBURGH ) Name: Nora Kellock *morec195*  
on (date): 8-6-11 ) Position: Head of Legal  
in the presence of: )  
Witness  
Signature:  .....  
Name: Julie Ball .....  
Address: .....  
  
Edinburgh Research & Innovation Ltd  
1-7 Roxburgh Street  
Edinburgh EH8 9TA

SIGNED for and on behalf of )  
**MODERN BIOSCIENCES PLC** ) Signature: .....  
at (city, country): ..... ) Name: Samuel Williams  
on (date): ..... ) Position: Director  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED for and on behalf of )  
**PEAKDALE MOLECULAR LTD.** ) Signature: .....  
at (city, country): ..... ) Name: Matthew John Tozer  
on (date): ..... ) Position: Head of Medicinal  
in the presence of: ) Chemistry Services  
Witness  
Signature: .....  
Name: .....  
Address: .....

SIGNED for and on behalf of )  
**PIMCO 2664 LIMITED** ) Signature: .....  
at (city, country): ..... ) Name: Samuel Williams  
on (date): ..... ) Position: Director  
in the presence of: )  
Witness  
Signature: .....  
Name: .....  
Address: .....