

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BIOCOPEA LIMITED	05/16/2012
RECEIVING PARTY DATA	
Name:	IMMUNOCOPEA LIMITED
Street Address:	70 SIR JOHN ROGERSON'S QUAY
City:	DUBLIN 2
State/Country:	IRELAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13365828
CORRESPONDENCE DATA	
Fax Number:	(805)322-4469
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	949-954-7988
Email:	tamara_rodriguez@one3ip.com
Correspondent Name:	ONE3 IP MANAGEMENT, P.C.
Address Line 1:	5405 ALTON PARKWAY, SUITE 5A, 764
Address Line 4:	IRVINE, CALIFORNIA 92604
ATTORNEY DOCKET NUMBER:	3IPSK1.0003US
NAME OF SUBMITTER:	DEAN G. STATHAKIS
SIGNATURE:	/Dean G. Stathakis/
DATE SIGNED:	09/15/2014
Total Attachments: 10	
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Dated 16 May 2012

(1) **BIOCOPEA LIMITED**

- and -

(2) **IMMUNOCOPEA LIMITED**

**PATENT ASSIGNMENT AND TRANSFER
AGREEMENT**

DAC Beachcroft LLP
100 Fetter Lane London EC4A 3FN UK
tel: +44 (0) 20 7242 1011 fax: +44 (0) 20 7831 9830
OX 40 London

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THIS ASSIGNMENT (this "Assignment") is dated 16 May 2012.

PARTIES

- (1) **BIOCOPEA LIMITED** a company incorporated under the laws of England and Wales with company number: 08704604 and whose registered office is at 100 Fetter Lane, London, EC4A 1BN, UK (the "Assignor"); and
- (2) **IMMUNOCOPEA LIMITED** incorporated and registered in the Republic of Ireland with company number 489367 whose registered office is at 70 Sir John Rogerson's Quay, Dublin 2, The Republic of Ireland (the "Assignee").

1. INTERPRETATION

1.1 In this Assignment, the following words have the following meanings:

agreed form: the form of a document which has been agreed between the parties hereto;

Consideration Shares: has the meaning ascribed to it in clause 4.1 below;

Effective Date: 16 May 2012;

Encumbrances: means any encumbrance or security interest of any kind whatsoever including without limitation a mortgage, charge, pledge, lien, hypothecation, restriction, right to acquire, right of pre-emption, option, conversion right, third party right or interest, right of set-off or counterclaim, equity, trust arrangement or any other type of preferential agreement (such as a retention of title arrangement) having similar effect or any other rights exercisable by or claims by third parties;

improvements: any improvement, enhancement or modification to any products falling within the scope of any of the claims of the Patents; and

Patents: all intellectual property rights under the patents and/or applications set out in the Schedule hereto together with all continuations, continuations in part and divisionals of such applications and all re-issues, re-examinations and extensions of such patent(s) and/or applications when they are granted.

2. ASSIGNMENT

2.1 For the good and valuable consideration specified in clause 4.1 below the Assignor hereby ASSIGNS to the Assignee with full title guarantee and with effect from the Effective Date, full title to:

2.1.1 the Patents;

2.1.2 the Improvements; and

2.1.3 all of Assignor's right, title and interest in and to all intellectual property rights and know-how which it holds now or in the future relating to the uses of the Patents described in the Titles referred to in the Schedule hereto;

and the Assignor hereby TRANSFERS to the Assignee all of its other assets in relation to the uses of the Patents described in the relevant Titles referred to in the Schedule hereto (except for plant and machinery and employment agreements) including without limitation, confidential information (e.g. data and manufacturing formulae), the benefit of agreements with third parties and regulatory applications and submissions which have been made in the Assignor's name (whether complete or incomplete).

3. RIGHTS

3.1 The Assignor hereby acknowledges that the assignment to the Assignee of the Patents under this agreement includes, to the extent the Assignor has such rights from time to time:

3.1.1 in respect of any and each application in the Patents, the right to claim priority from and to prosecute and obtain grant of patent; and the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any of such divisional applications;

3.1.2 in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any relevant country;

3.1.3 the right to extend to or register in or in respect of any country each and any of the Patents, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend to or register in, or in respect of, any country any patent or like protection granted on any of such applications;

3.1.4 the right to use any patent granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and

3.1.5 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents or any patent granted on any of the applications in the Patents or filed as aforesaid, whether occurring before on or after the Effective Date.

3.2 The Assignor hereby assigns to the Assignee its legal and beneficial interests in the know-how relating to the Patents and any research relating to the patents.

4. CONSIDERATION

4.1 The Assignor and the Assignee acknowledge and agree that the value of the assignment under clause 2 above is [REDACTED] and that the Assignee shall pay the same [REDACTED]

4.2 The Assignee shall deliver to the Assignor the board minutes of the Assignee in the agreed form on the date of this agreement.

4.3 The Consideration Shares shall be issued by the Assignee and credited as fully paid and free from all charges, liens and Encumbrances and shall rank

pari passu with the existing ordinary share capital of the Assignee in issue on the date of this agreement.

- 4.4 The Assignee warrants and undertakes to the Assignor that:
- 4.4.1 it has the requisite power and authority to enter into this agreement, and
- 4.4.2 the execution and delivery of and performance by it of its obligations under this agreement will not result in a breach of:
- (a) any provision of its memorandum and articles of association;
 - (b) any applicable order, judgement or decree of any court of governmental authority;
 - (c) nor constitute a default under any agreement or instrument to which it is a party or by which it is bound.

5. PROTECTION AND THIRD PARTY LIABILITIES

- 5.1 In relation to each Patent which is the subject matter of an assignment which has not been recorded and/or registered at the relevant patent offices, the Assignor shall have the right to file, prosecute and maintain such Patents and all costs and expenses reasonably incurred in connection therewith shall be for the account of the Assignee. The Assignor shall cooperate with the Assignee to keep the Assignee informed as to the status of all of the Patents. If the Assignor declines to exercise such rights to file, prosecute and maintain the aforementioned Patents, the Assignor shall provide the Assignee with notice of any such decision in reasonably sufficient time prior to any relevant deadlines applicable to any payment or filing that is due, and the Assignee shall have the right to file, prosecute and maintain such Patents at its own expense.
- 5.2 Until the assignment of the Patents has been recorded and/or registered at the relevant patent offices each of the Assignor and the Assignee shall immediately notify the other in writing, giving reasonable particulars, if any, of the following matters (in relation to a Patent which is the subject matter of an assignment that has not been so recorded and/or registered) come to its attention:
- 5.2.1 any actual, suspected or threatened infringement of any of the Patents;
 - 5.2.2 any actual or threatened claim made in writing that any of the Patents is invalid;
 - 5.2.3 any claim made or threatened in writing that exploitation of any of the Patents infringes the rights of any third party;
 - 5.2.4 any person applies for, or is granted, a patent by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to the Assignee under this Agreement; and/or
 - 5.2.5 any other form of attack, charge or claim to which the Patents become subject.

- 5.3 In respect of any of the matters listed in clause 5.2 (which, for the avoidance of doubt, occur before the assignment of the Patents have been recorded and/or registered at the relevant patent offices and relate only to any Patent the assignment of which has not been so recorded and/or registered):
- 5.3.1 the Assignee shall have control over, and conduct of, and shall defend all claims and proceedings brought against the Assignee and all costs and expenses shall be for the account of the Assignee;
 - 5.3.2 the Assignee shall not make any admissions of liability without the written consent of the Assignor;
 - 5.3.3 the Assignor shall provide the Assignee with reasonable assistance that it may reasonably request in the conduct of any such claims or proceedings and, if the Assignor elects not to provide such assistance it shall execute all documents which contain reasonable terms required for the Assignor to grant the Assignee a power of attorney in respect of acts of the Assignor which are reasonably necessary for the conduct of such claims or proceedings;
 - 5.3.4 the Assignee shall have the right, but not the obligation, to prosecute or defend any action relating to any of such matters, in its sole discretion, and shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any such action for its own account.
- 5.4 Until such time as the assignment of the Patents have been recorded and/or registered at the relevant patent offices and in relation to any Patent which is the subject matter of an assignment which has not been so recorded and/or registered:
- 5.4.1 the Assignee, in its discretion, shall have the right, but not the obligation, to file and prosecute any claims for infringement of any such Patent by any third party; and
 - 5.4.2 the Assignor shall provide reasonable assistance to the Assignee in the filing and prosecution of such claims, at the Assignee's expense, provided that the Assignee shall have sole control over the litigation.
- 5.5 To the extent the Assignor or the Assignee incurs costs and expenses which are expressed in this Agreement to be for the account of the Assignee or the Assignor (respectively), the Assignee or the Assignor shall promptly reimburse any of such costs and expenses incurred by the Assignor or the Assignee (respectively) upon receiving a written notice (and a reasonable amount of supporting evidence of such costs and expenses) to do so from the Assignor or the Assignee.

The Assignee shall (as primary obligor) pay, settle and/or discharge any payments, costs, expenses, obligations and liabilities of any description due from time to time after the date hereof (referred to collectively as the "Liabilities") to third parties in respect of the Patents, Improvements and intellectual property rights assigned, and other assets transferred, under clause 2.1 above provided that the Assignor delivers valid documentary evidence of the Liability (e.g. in the form of an invoice), and to the extent that such Liabilities are not paid, settled and/or discharged by the Assignee, the Assignee shall indemnify and keep indemnified the Assignor and hold the

Assignor harmless from and against all losses (whether direct or indirect) damages, costs, actions, awards, penalties, fines, proceedings, claims, demands and liabilities (including without limitation, reasonable legal and other professional fees and expenses) which the Assignor may suffer, sustain, incur, pay or be put to by reason or on account of or arising from the Assignee's failure to pay, settle or otherwise discharge the Liabilities.

- 5.6 The Assignee shall defend, indemnify and hold the Assignor harmless against any liability, damages, cost, expense, claim, cause of action and/or loss (including all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Assignor arising out of or in connection with the Assignee's exercise of its rights granted under this Agreement (including, for the avoidance of doubt, the extent to which the exercise of such rights constitutes the infringement of a patent which is not a Patent).
- 5.7 In the event that the Assignee becomes aware of any fact, matter or circumstance which may lead to a claim under clause 5.6, it shall promptly provide written notice of the relevant details to the Assignor.
- 5.8 The Assignor shall, as soon as it becomes aware of a matter which may result in a claim under clause 5.6 which is subject to indemnification (a "Relevant Claim"):
- 5.8.1 give the Assignee written notice of the details of the matter;
- 5.8.2 give the Assignee access to and allow copies to be taken of any materials, records or documents as the Assignee may reasonably require to take action under clause 5.8.3; and
- 5.8.3 allow the Assignee the conduct of any defence of any such Relevant Claim with its own counsel; provided that the Assignor shall also have the right to participate in the defence of such Relevant Claim with counsel of its own choice at its own expense.
- 5.9 If a payment due from the Assignee under this clause 5 is subject to tax (whether by way of direct assessment or withholding at its source), the Assignor shall be entitled to receive from the Assignee such amounts as shall ensure that the net receipt, after tax, to the Assignor in respect of the payment is the same as it would have been were the payment not subject to tax.

6. FURTHER ASSURANCE

- 6.1 The Assignor shall execute all further documents as may be necessary or desirable to give full effect to the terms of this agreement. The Assignor further undertakes to assist the Assignee with the registration, recording and/or other notices, documents and forms whereby the assignments effected under this Agreement may be recorded and/or registered in each local territory and to sign and execute all such documents as may reasonably be requested by the Assignee. The Assignor appoints the Assignee as its attorney to effect matters referred to in this clause on its behalf (but at the Assignee's cost).
- 6.2 The obligations and warranties of the Inventors herein and in the Assignments are several.

7. GOVERNING LAW AND JURISDICTION

- 7.1 This Assignment and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England.
- 7.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

8. MISCELLANEOUS

This Assignment may be executed in one or more counterparts, each of which, shall be deemed to be an original but all of which together shall constitute one and the same instrument.

In witness whereof this document has been executed as a deed on behalf of the parties hereto and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE

Patents

BC1054 Patent Applications		
Application No.	Filing Date	Title
GB1001912.3*	5/2/2010	Treatment of Respiratory Disorders
GB1015678.0	22/9/2010	Treatment of Respiratory Disorders
GB1018289.7*	29/10/2010	Treatment of Respiratory Disorders
GB1101937.9	4/2/2011	Method of Preparing a Composition
GB1113728.8	10/8/2011	Inflammatory Disease
GB1113729.6	10/8/2011	Hyperlipidaemia
GB1113730.4	10/8/2011	Solid Dosage Form
PCT/GB2011/050189	4/2/2011	Treatment of Respiratory Disorders
PCT/GB2011/052115	31/4/2011	Inflammatory Disease
PCT/GB2012/050242	3/2/2012	Method of Preparing a Composition
PCT/GB2012/050241	3/2/2012	Compositions for Treating Cardiovascular Disease
US13/365824	3/2/2012	Compositions and Methods for Treating Chronic Inflammation and Inflammatory Diseases
US13/365828	3/2/2012	Compositions and Methods for Treating Cardiovascular Diseases
* Lapsed application		

SIGNATURE PAGE

EXECUTED as a DEED on behalf of BIOCOPEA)
LIMITED a company incorporated under the laws)
of England and Wales, acting by James Syge)
in the presence of:)

James Syge
.....
Director

WITNESS:

Signature: *[Handwritten Signature]*
Name: *NOEWA WATERJ*
Address: *117 COEN ROAD*
ST ALGANS
HEATH
Occupation: *ACCOUNTANT*

EXECUTED as a DEED on behalf of)
IMMUNOCOPEA LIMITED a company)
incorporated under the laws of the Republic of)
Ireland by Robin Bannister and Gregory)
Stoloff, being persons who, in accordance with)
the laws of that jurisdiction, are acting under the)
authority of the company in the presence of:)

[Handwritten Signature]
.....
Director

[Handwritten Signature]
.....
Director

WITNESS:

Signature: *[Handwritten Signature]*
Name: *SIZANNE DILLY*
Address: *% SEEK, Central Point*
45 Bech Street, London
ECCY 8AD
Occupation: *Scientist*