

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3068385

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JEREMY K. NICHOLSON	05/13/2008
ELAINE HOLMES	05/13/2008
OLIVIER CLOAREC	05/13/2008
DEREK J. CROCKFORD	05/13/2008
RECEIVING PARTY DATA	
Name:	IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE (ICSTM)
Street Address:	SHERFIELD BUILDING, EXHIBITION ROAD
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	SW7 2AZ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11398530
CORRESPONDENCE DATA	
Fax Number:	(703)816-4100
<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:	7038164000
Email:	ptomail@nixonvan.com
Correspondent Name:	B. J. SADOFF
Address Line 1:	901 NORTH GLEBE ROAD
Address Line 2:	11TH FLOOR
Address Line 4:	ARLINGTON, VIRGINIA 22203
ATTORNEY DOCKET NUMBER:	BJS-620-434
NAME OF SUBMITTER:	B. J. SADOFF
SIGNATURE:	/B. J. Sadoff/
DATE SIGNED:	10/16/2014
Total Attachments: 8	
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THIS DEED OF ASSIGNMENT dated 13 MAY 2008 is between:-

- (1) Professor Jeremy K Nicholson whose home address is 13 Tidenham Gardens, Croydon, Surrey CR0 5UT ("Professor Nicholson");
- (2) Dr Elaine Holmes whose home address is 59 Petley Road, London W6 9SU ("Dr Holmes");
- (3) Dr Olivier Cloarec whose home address is 19 St Annes Road, London SW13 9LH ("Dr Cloarec");
- (4) Dr Derek Crockford whose home address is 28 Longcroft Lane, Welwyn Garden City, AL8 6EA ("Dr Crockford");
- (5) Professor John Lindon whose home address is 27 Aperfield Road, Biggin Hill, Kent TN16 3LU ("Professor Lindon");
- (6) Mr Mattias Rantalainen whose home address is 7A Redan Street, London W14 0AB ("Mr Rantalainen");
- (7) IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE, whose address is Sherfield Building, Exhibition Road, London SW7 2AZ ("ICSTM"); and
- (8) IMPERIAL INNOVATIONS LTD, whose registered office is at Level 12, Electrical Engineering Building, Exhibition Road, London SW7 2AZ ("Innovations").

WHEREAS:-

- A. Professor Nicholson, Dr Holmes, Dr Crockford and Dr Cloarec are full-time employees of ICSTM, engaged by ICSTM to carry out research.
- B. In the conception and development of the invention, Professor Lindon was self employed and paid an honorarium while undertaking research at ICSTM in the Department of Biological Chemistry, and Mr Rantalainen was a full-time student of ICSTM in the Department of Biomedical Sciences, Faculty of Medicine.
- C. In the course of their normal employment duties for ICSTM, Professor Nicholson, Dr Holmes, Dr Crockford and Dr Cloarec together with Professor Lindon and Mr Rantalainen made inventions and developed technology (including software), materials and know-how relating to the development of Methods for the analysis of spectral data and methods for the identification of biomarkers (the "Technology") including without limitation inventions in respect of which a patent application has been made (defined below as the "Patents"). Consequently Professor Nicholson, Dr Holmes, Dr Crockford and Dr Cloarec's share in the Intellectual Property (defined below) belongs to ICSTM pursuant to Section 39 of the Patents Act 1977 and Section 11 of the Copyright, Designs and Patents Act 1988,

Professor Lindon's share in the Intellectual Property belongs to Professor Lindon, and Mr Rantalainen's share in the Intellectual Property belongs to Mr Rantalainen.

- D. Professor Nicholson, Dr Holmes, Dr Crockford, Dr Cloarec, Professor Lindon and Mr Rantalainen have used, and may in the future use, various names to refer to the Technology ("the Names") including (without limitation) "STOCSY", "STAMSY", "COMAS" and "SHY". The parties intend that Innovations shall have the exclusive right to secure, defend, enforce and exploit any goodwill, trade marks or other intellectual property rights in respect of the Names ("the Names Rights"), and to use the Names in the course of any commercial exploitation of the Technology that it may undertake.
- E. Professor Nicholson, Dr Holmes, Dr Crockford and Dr Cloarec have agreed to assign to ICSTM all their right, title and interest in the Intellectual Property subject to the provisions of this Assignment. ICSTM, Professor Lindon and Mr Rantalainen have agreed to assign to Innovations all their right, title and interest in the Intellectual Property subject to the provisions of this Assignment.

THIS DEED OF ASSIGNMENT WITNESSES as follows:-

1. **Definitions**

In this Assignment the following words shall have the following meanings:

Improvements	any and all revisions, enhancements, improvements, modifications or translations of the Existing Technology made (whether before, on or after the date of this Assignment) by Professor Nicholson, Dr Holmes, Dr Cloarec, Professor Lindon and/or Mr Rantalainen, and all rights in such revisions, enhancements, improvements, modifications or translations.
Intellectual Property	the Technology and Patents and the Names Rights.
Existing Technology	any and all inventions, technology (including software), materials and know-how relating to the areas described in the attached Schedule and which have been developed by Professor Nicholson, Dr Holmes, Dr Cloarec, Professor Lindon and Mr Rantalainen, and all rights in such inventions, technology, materials and know-how.
Technology	the Existing Technology and the Improvements.

Patents

the patent application identified in the attached Schedule and any future patents and patent applications which are based upon or derive priority from that listed in the Schedule.

2. Professor Nicholson, Dr Holmes, Dr Crockford, Dr Cloarec, Professor Lindon and Mr Rantalainen warrant that they are the sole inventors of the Intellectual Property.
3. Professor Nicholson, Dr Holmes, Dr Crockford and Dr Cloarec agree and acknowledge that the Intellectual Property was developed in the course of their normal duties as employees of ICSTM and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of their duties and that consequently their share in the Intellectual Property belongs to ICSTM pursuant to Section 39 of the Patents Act 1977 and Section 11 of the Copyright, Designs and Patents Act 1988. To the extent that they own any rights in the Intellectual Property they therefore assign all rights in the Intellectual Property to ICSTM under clause 5 below.
4. ICSTM, Professor Nicholson, Dr Holmes, Dr Crockford, Dr Cloarec, Professor Lindon and Mr Rantalainen covenant with Innovations that they have not assigned or agreed to assign the Intellectual Property to any person, company or undertaking other than Innovations or ICSTM or otherwise encumbered the Intellectual Property.

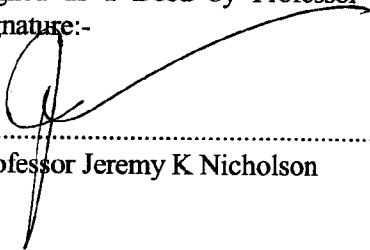
5. Assignment

- 5.1 In consideration of: (a) the sum of £1 now paid by ICSTM to Professor Nicholson, Dr Holmes, Dr Crockford and Dr Cloarec (the receipt of which Professor Nicholson, Dr Holmes, Dr Crockford and Dr Cloarec acknowledge) Professor Nicholson, Dr Holmes, Dr Crockford and Dr Cloarec hereby assign and transfer with full title guarantee absolutely to ICSTM all their right, title and interest in the Intellectual Property; and (b) Innovations agreeing to share with ICSTM income from the commercial exploitation of the Intellectual Property, ICSTM hereby assigns and transfers to Innovations absolutely and with full title guarantee all its right, title and interest in the Intellectual Property.
- 5.2 In consideration of: (a) the sum of £1 now paid by Innovations to Professor Lindon and Mr Rantalainen (the receipt of which Professor Lindon and Mr Rantalainen acknowledge) and (b) ICSTM agreeing to treat Professor Lindon and Mr Rantalainen as if they were employee inventors of ICSTM under ICSTM's Awards to Inventors Scheme from any revenues shared with it under 5.1(b) above, Professor Lindon and Mr Rantalainen hereby assign and transfer to Innovations absolutely and with full title guarantee all their right, title and interest in the Intellectual Property.
- 5.3 The assignment effected by this clause 5 shall include, without limitation, the assignment and transfer of:-

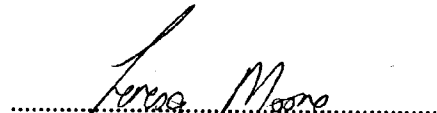
- (a) all patents and other intellectual property that may be granted pursuant to the application listed in the attached Schedule, as well as all patents and other intellectual property that may derive priority from or have equivalent claims to or be based upon the Intellectual Property in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Intellectual Property shall be deemed to include all such items of property; and
 - (b) all rights of action, powers and benefits arising from ownership of the Intellectual Property, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment; and
 - (c) all rights of ownership of any materials that form part of the Intellectual Property, including without limitation any cell-lines, antibodies or other materials; and
 - (d) all copyright in respect of the Technology; and
 - (e) the exclusive right to secure, defend, enforce and exploit the Names Rights, and to use the Names in the course of commercial exploitation of the Technology.
6. Professor Nicholson, Dr Holmes, Dr Crockford, Dr Cloarec, Professor Lindon, Mr Rantalainen and ICSTM shall each execute such documents and give such assistance as Innovations may require:-
- (a) to secure the vesting in Innovations of all their rights in the Intellectual Property;
 - (b) to uphold Innovations' rights in the Intellectual Property; and
 - (c) to defeat any challenge to the validity of, and resolve any questions concerning, the Intellectual Property.
7. Professor Nicholson, Dr Holmes, Dr Crockford, Dr Cloarec, Professor Lindon, Mr Rantalainen and ICSTM hereby irrevocably appoint Innovations as their Attorney in their name to execute any document and do any act or thing which may be necessary to comply with the provisions of clause 6 above.
8. The validity, construction and performance of this Assignment shall be governed by English law, and Professor Nicholson, Dr Holmes, Dr Crockford, Dr Cloarec, Professor Lindon, Mr Rantalainen, ICSTM and Innovations submit to the jurisdiction of the English courts in respect of any dispute arising in connection therewith.

EXECUTED AND DELIVERED AS A DEED by the parties:-

Signed as a Deed by Professor Nicholson in the presence of a witness and delivered upon signature:-



.....
Professor Jeremy K Nicholson


.....
witness signature

..... TERESA MOORE

..... IMPERIAL INNOVATIONS LTD, SOUTH KENSINGTON

witness address SW7 2AZ

Signed as a Deed by Dr Holmes in the presence of a witness and delivered upon signature:-



.....
Dr Elaine Holmes


.....
witness signature

..... TERESA MOORE

..... IMPERIAL INNOVATIONS LTD, SOUTH KENSINGTON

witness address SW7 2AZ

Signed as a Deed by Dr Crockford in the presence of a witness and delivered upon signature:-

D. Crockford

.....
Dr Derek Crockford

Teresa Moore

.....
witness signature

TERESA MOORE

.....
witness name

*IMPERIAL INNOVATIONS LTD, SOUTH KENSINGTON
witness address SW7 2AZ*

Signed as a Deed by Dr Cloarec in the presence of a witness and delivered upon signature:-

[Signature]

.....
Dr Olivier Cloarec

Teresa Moore

.....
witness signature

TERESA MOORE

.....
witness name

*IMPERIAL INNOVATIONS LTD, SOUTH KENSINGTON
witness address SW7 2AZ*

Signed as a Deed by Professor Lindon in the presence of a witness and delivered upon signature:-

[Signature]

.....
Professor John Lindon

Teresa Moore

.....
witness signature

TERESA MOORE

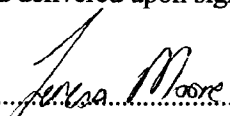
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*IMPERIAL INNOVATIONS LTD, SOUTH KENSINGTON
witness address SW7 2AZ*

Signed as a Deed by Mr Rantalainen in the presence of a witness and delivered upon signature:-



Mr Mattias Rantalainen


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witness signature

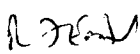
TERESA MOORE
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witness name

IMPERIAL INNOVATIONS LTD SOUTH KENSINGTON
witness address SW7 2AZ

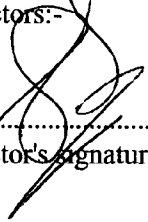
The Common Seal of Imperial College of)
Science, Technology and Medicine was)
affixed hereto, in the presence of two)
authorised signatories)

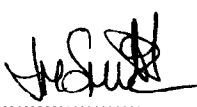


Signed.....

Signed 

Executed and delivered as a Deed by Imperial Innovations Limited acting through two of its Directors:-


.....
Director's signature


.....
Director's signature

SCHEDULE

Description of Technology, including any Software, know-how and materials covered by this Assignment

This invention pertains generally to the field of multivariate statistics, and in particular to new methods for the analysis (e.g., chemometrics) of chemical, biochemical, and biological data, including, for example, spectral data, including but not limited to nuclear magnetic resonance (NMR) spectral data. These methods are useful, for example, in metabonomics, proteomics, genomics, etc., and form a part of other methods, for example, methods for the identification of chemical species, methods for the identification of biomarkers that are useful in methods of classification, diagnosis, prognosis, etc.

List of patent applications covered by this Assignment

<u>Country</u>	<u>Patent Application No.</u>	<u>Filing Date</u>
US	60/672,500	19 April 2005

List of Names covered by this Assignment

“STOCSY”, “STAMSY”, “COMAS” and “SHY”