

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3077388

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
IAN COLLINS	05/31/2013
THOMAS PETER MATTHEWS	05/31/2013
TATIANA FARIA DA FONSECA MCHARDY	06/05/2013
JAMES OSBORNE	06/03/2013
MICHAEL LAINCHBURY	06/10/2013
MICHAEL IAN WALTON	05/31/2013
MICHELLE DAWN GARRETT	06/04/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CANCER RESEARCH TECHNOLOGY LIMITED
<b>Street Address:</b>	ANGEL BUILDING 407 ST JOHN STREET
<b>City:</b>	LONDON
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC1V4AD
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14396338
<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>	0206.169
<b>NAME OF SUBMITTER:</b>	ROSEMARY KELLOGG
<b>SIGNATURE:</b>	/Rosemary Kellogg/
<b>DATE SIGNED:</b>	10/23/2014
<b>Total Attachments: 30</b>	

PATENT

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(1)

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

**Parties:**

**1 'The Inventors'**

**IAN COLLINS**

of: The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey, SM2 5NG,  
United Kingdom.

**THOMAS PETER MATTHEWS**

of: The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey, SM2 5NG,  
United Kingdom.

**TATIANA FARIA DA FONSECA MCHARDY**

of: The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey, SM2 5NG,  
United Kingdom.

**JAMES OSBORNE**

of: Biofocus, Chesterford Research Park, Chesterford Park, Saffron Walden, Essex,  
CB10 1XL, United Kingdom.

**MICHAEL LAINCHBURY**

of: Argenta Discovery 2009 Limited, 8-9 Spire Green Centre, Flex Meadow, Harlow,  
Essex, CM19 5TR, United Kingdom.

**MICHAEL IAN WALTON**

of: The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey, SM2 5NG,  
United Kingdom.

**MICHELLE DAWN GARRETT**

of: The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey, SM2 5NG,  
United Kingdom.

**2 'ICR'**

**INSTITUTE OF CANCER RESEARCH: ROYAL CANCER HOSPITAL (THE)**

(Company No. 00534147, incorporated under the laws of England & Wales)  
of: 123 Old Brompton Road, London, SW7 3RP, United Kingdom.

**3 'CRT'**

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(Company No. 01626049, incorporated under the laws of England & Wales)  
of: Angel Building, 407 St John Street, London, EC1V 4AD, United Kingdom.

**Recitals:**

(A) The Inventors are joint inventors of the invention or inventions entitled "**5-[[4-[[Morpholin-2-yl]Methylamino]-5-(Trifluoromethyl)-2-Pyridyl]Amino]Pyrazine-2-Carbonitrile and Therapeutic Uses Thereof**" (hereinafter referred to as "the Invention") for which United States patent application number **61/647,200** ("the Priority Application") and International patent application number **PCT/GB2013/051233** ("the PCT Application"), as set out in the Schedule hereto, has been filed (the Priority Application and the PCT Application together with any subsequent applications being hereinafter referred to collectively as "the Patent Applications").

(B) The Priority Application was filed in the name of the Inventors as required by US law.

(C) The Inventors were at all relevant times employed by ICR and in accordance with the terms of their employment and the operation of the UK Patents Act 1977 all of those Inventors' rights in the Invention belong to ICR.

(D) By an Agreement made between the Inventors, ICR, and CRT ("The Agreement") before the Priority Application was filed, it was agreed that all rights in the Invention and the Patent Applications will be solely owned by CRT.

(E) To give effect to the Agreement and to facilitate the prosecution of the Patent Applications, the Inventors, ICR, and CRT have agreed to execute this assignment.

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1.3.1 all of their respective rights title and interest in all countries of the world in to and under the Invention and the Patent Applications and all national and regional phases thereof 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 and to retain any damages obtained as a result of such action;

1.3.2 all such rights as they may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention to the intent that the grant of any patents or other intellectual property protection for the Invention shall be in the name of and shall vest in CRT or their respective successors or assigns;

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to the intent that CRT 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 and ICR had this assignment not been made.

2 The Inventors, ICR, and CRT 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 any countries or regions of the world which shall fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules of any Patent Office for recordation of this document.

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AS WITNESS the signatures of (or of duly authorised officers of) the parties hereto:

SCHEDULE

The Patent Applications

<i>Patent Office</i>	<i>Application No.</i>	<i>Filing Date</i>	<i>Mewburn Ellis Ref.</i>
USA	61/647,200	15 May 2012	WJW/LP6809669
WO	PCT/GB2013/051233	13 May 2013	WJW/LP6894927

SIGNED by IAN COLLINS )

on (date): 31-MAY-2013 )

Signature:

at (city, country): SUTTON, UK )

in the presence of (Witness):

Signature: U. BAVETTA

Name: U. BAVETTA

Address: CHIDDINGTON CLOSE, SUTTON, SURREY, UK.

SIGNED by THOMAS PETER MATTHEWS )

on (date): 31-MAY-2013 )

Signature:

at (city, country): SUTTON, UK )

in the presence of (Witness):

Signature: ALAN JONES

Name: ALAN JONES

Address: HOLYHEAD, READING, UK

SIGNED by TATIANA FARIA DA )

FONSECA MCHARDY )

on (date): 05-JUNE-2013 )

Signature:

at (city, country): SUTTON, UK )

in the presence of (Witness):

Signature: Ewan Smith

Name: EWAN SMITH

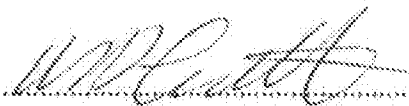
Address: Kingswood Drive, Sutton, UK

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

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

SIGNED by MICHAEL IAN WALTON )  
on (date): 31-May-2013 ) Signature: M Walton  
at (city, country): SUTTON, UK )  
in the presence of (Witness):  
Signature: [Signature]  
Name: DEAN DOKAN  
Address: WYVERLEY WAY, SUTTON, UK

SIGNED by **MICHELLE DAWN GARRETT** )

on (date): 04 - JUNE - 2013 ) Signature: 

at (city, country): SUTTON, UK )

in the presence of (Witness):

Signature: N. Baehtis

Name: V. BAEHTIS

Address: CHIDDINGSTONE CLOSE, SUTTON, SURREY, UK.

SIGNED for and on behalf of )

**INSTITUTE OF CANCER RESEARCH:** )

**ROYAL CANCER HOSPITAL (THE)** ) Signature: .....

on (date): ..... ) Name: **ANGELA KUKULA**

at (city, country): ..... ) Position: **DIRECTOR OF ENTERPRISE**

in the presence of (Witness):

Signature: .....

Name: .....

Address: .....

SIGNED for and on behalf of )

**CANCER RESEARCH TECHNOLOGY** )

**LIMITED** ) Signature: .....

on (date): ..... ) Name: **KEITH BLUNDY**

at (city, country): ..... ) Position: **CHIEF EXECUTIVE OFFICER**

in the presence of (Witness):

Signature: .....

Name: .....

Address: .....



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AS WITNESS the signatures of (or of duly authorised officers of) the parties hereto:

#### SCHEDULE



##### The Patent Applications

<i>Patent Office</i>	<i>Application No.</i>	<i>Filing Date</i>	<i>Mewburn Ellis Ref.</i>
USA	61/647,200	15 May 2012	WJW/LP6809669
WO	PCT/GB2013/051233	13 May 2013	WJW/LP6894927

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

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

SIGNED by TATIANA FARIA DA )  
FONSECA MCHARDY )  
on (date): ..... ) Signature: .....  
at (city, country): ..... )  
*in the presence of (Witness):*  
*Signature:* .....  
*Name:* .....  
*Address:* .....

SIGNED by JAMES OSBORNE )  
on (date): 3-06-2013 ) Signature:   
at (city, country): CAMBRIDGE, UK )  
in the presence of (Witness):  
Signature:   
Name: ANDREW STOTT  
Address: K WYALIFFE RD.  
CAMBS, CB1 3JD

SIGNED by MICHAEL LAINCHBURY )  
on (date): ..... ) Signature: .....  
at (city, country): ..... )  
in the presence of (Witness):  
Signature: .....  
Name: .....  
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SIGNED by MICHAEL IAN WALTON )  
on (date): ..... ) Signature: .....  
at (city, country): ..... )  
in the presence of (Witness):  
Signature: .....  
Name: .....  
Address: .....

SIGNED by **MICHELLE DAWN GARRETT** )

on (date): ..... ) Signature: .....

at (city, country): ..... )

*in the presence of (Witness):*

*Signature:* .....

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**INSTITUTE OF CANCER RESEARCH:** )

**ROYAL CANCER HOSPITAL (THE)** ) Signature: .....

on (date): ..... ) Name: **ANGELA KUKULA**

at (city, country): ..... ) Position: **DIRECTOR OF ENTERPRISE**

*in the presence of (Witness):*

*Signature:* .....

*Name:* .....

*Address:* .....

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**LIMITED** ) Signature: .....

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AS WITNESS the signatures of (or of duly authorised officers of) the parties hereto:

#### SCHEDULE

##### The Patent Applications

<i>Patent Office</i>	<i>Application No.</i>	<i>Filing Date</i>	<i>Mewburn Ellis Ref.</i>
USA	61/647,200	15 May 2012	WJW/LP6809669
WO	PCT/GB2013/051233	13 May 2013	WJW/LP6894927

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

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

SIGNED by TATIANA FARIA DA )  
FONSECA MCHARDY )  
on (date): ..... ) Signature: .....  
at (city, country): ..... )  
*in the presence of (Witness):*  
Signature: .....  
Name: .....  
Address: .....

SIGNED by **JAMES OSBORNE** )

on (date): ..... ) Signature: .....

at (city, country): ..... )

in the presence of (Witness):

Signature: .....

Name: .....

Address: .....

SIGNED by **MICHAEL LAINCHBURY** )

on (date): 10/06/13 ) Signature: Michael

at (city, country): Harlow, UK )

in the presence of (Witness):

Signature: Kileen Seward

Name: KILEEN J. SEWARD

Address: 28 GEORGE'S CLOSE

BISHOP STORTFORD  
HERTS CM23 4EN

SIGNED by **MICHAEL IAN WALTON** )

on (date): ..... ) Signature: .....

at (city, country): ..... )

in the presence of (Witness):

Signature: .....

Name: .....

Address: .....

SIGNED by MICHELLE DAWN GARRETT )

on (date): ..... ) Signature: .....

at (city, country): ..... )

*in the presence of (Witness):*

*Signature:* .....

*Name:* .....

*Address:* .....

SIGNED for and on behalf of )

**INSTITUTE OF CANCER RESEARCH:** )

**ROYAL CANCER HOSPITAL (THE)** ) Signature: .....

on (date): ..... ) Name: **ANGELA KUKULA**

at (city, country): ..... ) Position: **DIRECTOR OF ENTERPRISE**

*in the presence of (Witness):*

*Signature:* .....

*Name:* .....

*Address:* .....

SIGNED for and on behalf of )

**CANCER RESEARCH TECHNOLOGY** )

**LIMITED** ) Signature: .....

on (date): ..... ) Name: **KEITH BLUNDY**

at (city, country): ..... ) Position: **CHIEF EXECUTIVE OFFICER**

*in the presence of (Witness):*

*Signature:* .....

*Name:* .....

*Address:* .....

4

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

**Parties:**

**1 'The Inventors'**

**IAN COLLINS**

of: The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey, SM2 5NG,  
United Kingdom.

**THOMAS PETER MATTHEWS**

of: The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey, SM2 5NG,  
United Kingdom.

**TATIANA FARIA DA FONSECA MCHARDY**

of: The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey, SM2 5NG,  
United Kingdom.

**JAMES OSBORNE**

of: Biofocus, Chesterford Research Park, Chesterford Park, Saffron Walden, Essex,  
CB10 1XL, United Kingdom.

**MICHAEL LAINCHBURY**

of: Argenta Discovery 2009 Limited, 8-9 Spire Green Centre, Flex Meadow, Harlow,  
Essex, CM19 5TR, United Kingdom.

**MICHAEL IAN WALTON**

of: The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey, SM2 5NG,  
United Kingdom.

**MICHELLE DAWN GARRETT**

of: The Institute of Cancer Research, 15 Cotswold Road, Sutton, Surrey, SM2 5NG,  
United Kingdom.

**2 'ICR'**

**INSTITUTE OF CANCER RESEARCH: ROYAL CANCER HOSPITAL (THE)**

(Company No. 00534147, incorporated under the laws of England & Wales)  
of: 123 Old Brompton Road, London, SW7 3RP, United Kingdom.

**3 'CRT'**

**CANCER RESEARCH TECHNOLOGY LIMITED**

(Company No. 01626049, incorporated under the laws of England & Wales)  
of: Angel Building, 407 St John Street, London, EC1V 4AD, United Kingdom.

**Recitals:**

(A) The Inventors are joint inventors of the invention or inventions entitled "**5-[[4-[[Morpholin-2-yl]Methylamino]-5-(Trifluoromethyl)-2-Pyridyl]Amino]Pyrazine-2-Carbonitrile and Therapeutic Uses Thereof**" (hereinafter referred to as "the Invention") for which United States patent application number **61/647,200** ("the Priority Application") and International patent application number **PCT/GB2013/051233** ("the PCT Application"), as set out in the Schedule hereto, has been filed (the Priority Application and the PCT Application together with any subsequent applications being hereinafter referred to collectively as "the Patent Applications").

(B) The Priority Application was filed in the name of the Inventors as required by US law.

(C) The Inventors were at all relevant times employed by ICR and in accordance with the terms of their employment and the operation of the UK Patents Act 1977 all of those Inventors' rights in the Invention belong to ICR.

(D) By an Agreement made between the Inventors, ICR, and CRT ("The Agreement") before the Priority Application was filed, it was agreed that all rights in the Invention and the Patent Applications will be solely owned by CRT.

(E) To give effect to the Agreement and to facilitate the prosecution of the Patent Applications, the Inventors, ICR, and CRT have agreed to execute this assignment.

**Operative provisions:**

1.1 In consideration for the payment of £1.00 by ICR to each of the Inventors, the receipt and sufficiency of which is hereby acknowledged, and to the extent that they have not already done so, the inventors hereby sell and assign to ICR, which accepts, absolutely and free from incumbrances, all of their respective rights in to and under the Invention and the Patent Applications.

1.2 In consideration for the payment of £1.00 by CRT to ICR, the receipt and sufficiency of which is hereby acknowledged, and to the extent that they have not already done so, ICR hereby sells and assigns to CRT, which accepts, absolutely and free from incumbrances, all of its respective rights in to and under the Invention and the Patent Applications arising from the contributions of the Inventors.

1.3 The rights assigned hereunder shall include without limitation:

1.3.1 all of their respective rights title and interest in all countries of the world in to and under the Invention and the Patent Applications and all national and regional phases thereof 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 and to retain any damages obtained as a result of such action;

1.3.2 all such rights as they may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention to the intent that the grant of any patents or other intellectual property protection for the Invention shall be in the name of and shall vest in CRT or their respective successors or assigns;

1.3.3 all such rights as they may have to claim priority from any and all of the Patent Applications in any and all applications for patent protection or other intellectual property protection for the Invention, such rights to be enjoyed by CRT as from the date of filing of any of the Patent Applications from which priority is claimed;

to the intent that CRT 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 and ICR had this assignment not been made.

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

SIGNED by THOMAS PETER MATTHEWS )  
on (date): ..... ) Signature: .....  
at (city, country): ..... )  
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SIGNED by TATIANA FARIA DA )  
FONSECA MCHARDY )  
on (date): ..... ) Signature: .....  
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on (date): ..... ) Signature: .....  
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on (date): ..... ) Signature: .....

at (city, country): ..... )

in the presence of (Witness):

Signature: .....

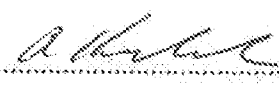
Name: .....

Address: .....

SIGNED for and on behalf of )

**INSTITUTE OF CANCER RESEARCH:** )

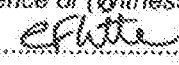
**ROYAL CANCER HOSPITAL (THE)** )

on (date): **07 JUN 2013** ) Signature:  .....

at (city, country): **London, UK** ) Name: **ANGELA KUKULA**

Position: **DIRECTOR OF ENTERPRISE**

in the presence of (Witness):

Signature:  .....

Name: **ELIZABETH FLITTEK** .....

Address: **123 OLD BRAMPTON ROAD**  
**LONDON, UK.**

SIGNED for and on behalf of )

**CANCER RESEARCH TECHNOLOGY** )

**LIMITED** )

on (date): ..... ) Signature: .....

at (city, country): ..... ) Name: **KEITH BLUNDY**

Position: **CHIEF EXECUTIVE OFFICER**

in the presence of (Witness):

Signature: .....

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Address: .....

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WO	PCT/GB2013/051233	13 May 2013	WJW/LP6894927

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

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

SIGNED by TATIANA FARIA DA )  
FONSECA MCHARDY )  
on (date): ..... ) Signature: .....  
at (city, country): ..... )  
*in the presence of (Witness):*  
Signature: .....  
Name: .....  
Address: .....

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

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

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

SIGNED by **MICHELLE DAWN GARRETT** )

on (date): ..... ) Signature: .....

at (city, country): ..... )

*in the presence of (Witness):*

Signature: .....

Name: .....

Address: .....

SIGNED for and on behalf of )

**INSTITUTE OF CANCER RESEARCH:** )

**ROYAL CANCER HOSPITAL (THE)** ) Signature: .....

on (date): ..... ) Name: **ANGELA KUKULA**

at (city, country): ..... ) Position: **DIRECTOR OF ENTERPRISE**

*in the presence of (Witness):*

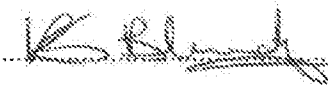
Signature: .....

Name: .....

Address: .....

SIGNED for and on behalf of )

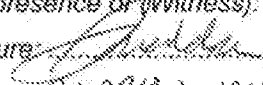
**CANCER RESEARCH TECHNOLOGY** )

**LIMITED** ) Signature: 

on (date): 27 June 2013 ) Name: **KEITH BLUNDY**

at (city, country): LONDON, U.K. ) Position: **CHIEF EXECUTIVE OFFICER**

*in the presence of (Witness):*

Signature: 

Name: ANDREW JONATHAN WALPRON

Address: ANGEL BUILDING, 607 ST  
JOHN ST, LONDON, EC1V 6AD