

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3100887

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ZAKRYTOYE AKSTIONERNOYE OBSHESTVO "VELES FARMA"	08/26/2014
<b>RECEIVING PARTY DATA</b>	
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<b>Internal Address:</b>	NEWHOUSE
<b>City:</b>	LANARKSHIRE
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	ML1 5UH
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14263011
<b>Patent Number:</b>	8697123
<b>Patent Number:</b>	8791150
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
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<b>NAME OF SUBMITTER:</b>	EDWARD J. CALLAGHAN
<b>SIGNATURE:</b>	/Edward J. Callaghan/
<b>DATE SIGNED:</b>	11/10/2014
<b>Total Attachments: 9</b>	
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**Important Note** Your signature of this document will have legal effect and may have legal consequences for you. Each party should take its own independent legal and tax advice before agreeing to the terms of, or executing, this document. Wright, Johnston & Mackenzie LLP is advising Nordic Labs Limited only in respect of this matter.

26 August 2014

**AGREEMENT TO ASSIGN PATENTS**

between

**ZAKRYTOE AKTSIONERNOE OBSHCHESTVO "VELES FARMA"**

and

**NORDIC LABS LIMITED**



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AGREEMENT TO ASSIGN PATENTS DATED 26<sup>th</sup> August 2014

between

- (1) ZAKRYTOE AKTSIONERNOE OBSHESTVO "VELES FARMA" of M. Sukharevskaya ploschad, 6-1 Moscow, 127051 represented by General Director Ms Marina Razumnaya acting on the basis of Company Charter (the "Assignor"); and
- (2) NORDIC LABS LIMITED, a company incorporated in Scotland (registered number SC444751) and having its registered office at Biocity Scotland, Bo'ness Road, Newhouse, Lanarkshire, ML1 5UH, United Kingdom (the "Assignee").

Agreed terms

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise):

Account means the following account:

Patents: the patent applications set out in the Schedule; and

Schedule: the schedule to this agreement which is incorporated into and forms part of this agreement.

- 1.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.3 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.4 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. ASSIGNMENT

- 2.1 In consideration of the sum of ,  
roubles which shall be paid in full by the Assignee to the Assignor into the Account, within 60 (Sixty) days after entering into this Agreement, the Assignor hereby irrevocably agrees to execute such assignments and other documentation as the Assignee may specify by giving notice in writing to the Assignor from time to time, in order to assign the Patents to

the Assignee absolutely with full title guarantee and all rights, title and interest in and to the Patents and in and to all and any inventions disclosed in the Patents, including:

- 2.1.1 in respect of any and each application in the Patents:
    - (a) the right to claim priority from and to prosecute and obtain grant of patent; and
    - (b) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
  - 2.1.2 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 country or territory in the world;
  - 2.1.3 the right to extend to or register in or in respect of any country or territory in the world 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 or territory in the world any patent or like protection granted on any of such applications;
  - 2.1.4 the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and
  - 2.1.5 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 patents granted on any of the applications in the Patents or filed as aforesaid, whether occurring before or after the date of this agreement.
- 2.2 The Assignor shall execute all assignments and other documentation referred to in clause 2.1 as soon as reasonably practicable and in any case within 14 days of the later of:
- 2.2.1 the date on which the Assignor receives notice from the Assignee to execute the relevant assignments and other documentation; and
  - 2.2.2 the date on which the Assignor receives such assignments and other documentation from the Assignee for execution, in whatever form.

Promptly following the execution of such assignments and other documentation, and in any case within 7 days of that date, the Assignor shall arrange for the duly executed assignments and other documentation to be sent to the Assignee by such international courier service, or delivered by such other means, as may be specified in writing by the Assignee for this purpose provided that the Assignee shall reimburse any costs properly and reasonably incurred by the Assignor in complying with his obligations under this clause 2.2.

- 2.3 Without prejudice to any other rights or remedies that the Assignee may have, the Assignor acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Assignor. Accordingly, the Assignee shall be entitled to the remedies of specific performance, injunction or other equitable relief for any threatened or actual breach of the terms of this agreement.

**3. FURTHER ASSURANCE**

The Assignor shall, at the expense of the Assignee, execute all such documents and do all such things as may be required for the Assignee to have the full benefit of the property and rights in the Patents referred to in clause 2.1.

**4. WARRANTIES**

4.1 The Assignor warrants that:

- 4.1.1 for each of the Patents listed in the Schedule, it is properly registered as the applicant or the registered proprietor as the case may be, and all application, registration and renewal fees have been paid;
- 4.1.2 it has not licensed or assigned any of the Patents;
- 4.1.3 the Patents are free from any security interest, option, mortgage, charge, lien or other encumbrance;
- 4.1.4 it is entitled to assign all rights, title and interest in and to the Patents and in and to all and any inventions disclosed in the Patents without the consent of any third party; and
- 4.1.5 all previous assignments of the Patents are valid and were registered within applicable time limits.

**5. WAIVER**

No failure or delay by either party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**6. NOTICES**

6.1 Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and may be served by delivering it personally, or sending it by airmail or by international courier service or by email to the other party as follows:

- 6.1.1 to the Assignee at Blocty Scotland, Bo'ness Road, Newhouse, Lanarkshire, ML1 5UH, United Kingdom or by email to [admin@nordiclabs.co.uk](mailto:admin@nordiclabs.co.uk); or
- 6.1.2 to the Assignor at World Trade Center Moscow, 12, Krasnopresnenskaya embankment, entrance 7, floor 14, Moscow, Russia, 123610, attn. 1) Ms. M. Razumnaya or 2) Mr. V. Gorobinskiy or by email to 1) [vgorobinskiy@veles-capital.ru](mailto:vgorobinskiy@veles-capital.ru) and 2) [MRazumnaya@veles-capital.ru](mailto:MRazumnaya@veles-capital.ru),

or to such other address or email address as either party may notify to the other for the purpose of this clause from time to time.

6.2 Any such notice shall be deemed to have been received:

6.2.1 If delivered personally or by international courier service, at the time of delivery;

6.2.2 If sent by airmail, 7 days after posting; and

6.2.3 In the case of email, one hour after it was sent.

6.3 In proving such service it shall be sufficient to prove that the envelope containing the notice was addressed to the address of the relevant party and delivered either to that address or that the email was sent to the address specified in accordance with clause 6.1 and no message was received by the sender that the email could not be delivered.

## 7. ENTIRE AGREEMENT

The parties agree that this agreement constitutes the entire agreement and understanding between them in relation to its subject matter.

## 8. VARIATION

No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of both of the parties.

## 9. SEVERABILITY

If any provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. Any modification to a provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

## 10. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this agreement (but not just a signature page) by email (in PDF, JPEG or other agreed form) shall take effect as delivery of an executed counterpart of this agreement. If delivery by email is adopted by the Assignor, without prejudice to the validity of the agreement thus made, the Assignor shall provide the Assignee with the original of his counterpart as soon as reasonably practicable thereafter.

## 11. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

## 12. GOVERNING LAW AND JURISDICTION

12.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.



12.2 The parties irrevocably agree that the courts of England and Wales shall 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).

This agreement has been entered into on the date stated at the beginning of it.

**SCHEDULE 1: PATENTS**

Country	Product Name	Title	Patent Number	Issue Date	Price, RUR
UKRAINE	Cineton	PHARMACEUTICAL COMPOSITION FOR PERORAL ADMINISTRATION OF DIINDOLYLMETHANE	a201204644	18.04.2013	
USA	Infemin	MEDICATION ON THE BASIS OF 3,3'-DIINDOLYLMETHANE (DIM) WITH HIGH-BIOAVAILABILITY AND ITS USE IN TREATMENT OF HUMAN HYPERPLASTIC AND INFLAMMATORY DISEASES	US8697123 B2 (13/643,425)	15.04.2014	
TOTAL:					

**SCHEDULE 2: PATENT APPLICATIONS**

Country or territory	Title	Application Number	Application Date	Price, RUR
GINETON				
EPO	A PHARMACEUTICAL COMPOSITION FOR PERORAL ADMINISTRATION OF DIINDOLYLMETHANE	10817500.1	07.09.2010	
INDIA	PHARMACEUTICAL COMPOSITION FOR PERORAL ADMINISTRATION OF DIINDOLYLMETHANE	581/MUMNP/2012	09.03.2012	
JAPAN	PHARMACEUTICAL COMPOSITION FOR PERORAL ADMINISTRATION OF	2012-529708	18.07.2012	

Country or territory	Title	Application Number	Application Date	Price, RUR
	DIINDOLYLMETHANE			
CHINA	PHARMACEUTICAL COMPOSITION FOR PERORAL ADMINISTRATION OF 3,3'-DIINDOLYLMETHANE	201080052406.4	07.09.2010	
CANADA	PHARMACEUTICAL COMPOSITION FOR PERORAL ADMINISTRATION OF 3,3'-DIINDOLYLMETHANE	2,774,645	07.09.2010	
REPUBLIC OF KOREA	PHARMACEUTICAL COMPOSITION FOR PERORAL ADMINISTRATION OF DIINDOLYLMETHANE	10-2012-7010004	18.04.2012	
USA	PHARMACEUTICAL COMPOSITION FOR PERORAL ADMINISTRATION OF DIINDOLYLMETHANE	US13/377,261	07.09.2010	
EPIGALLAT				
USA	PHARMACEUTICAL COMPOSITION ON THE BASIS OF NANOMICELLS CONTAINING EPIGALLOECATECHIN GALLATE AND A METHOD OF ADMINISTRATION THEREOF TO TREAT ATOPIC DERMATITIS, CROHN'S DISEASE, ADENOMYOSIS, AND HYPERPLASTIC DISEASES OF THE PROSTATE GLAND	14/263,011	04.28.2014	
EPO	PHARMACEUTICAL COMPOSITION BASED ON EPIGALLOECATECHIN GALLATE CONTAINING NANOMICELLES AND USE	12845118.4	28.05.2014	
INFEMIN				
China	DIINDOLYLMETHANE-BASED DRUG FOR THE TREATMENT OF HYPERPLASTIC AND INFLAMMATORY DISEASES	201480020624.4	05.03.2011	
Canada	MEDICATION ON THE BASIS OF 3,3'-DIINDOLYLMETHANE (DIM) WITH HIGH-BIOAVAILABILITY AND ITS USE IN TREATMENT OF HUMAN HYPERPLASTIC AND INFLAMMATORY DISEASES	2,797,558	05.03.2011	

Country or territory	Title	Application Number	Application Date	Price, RUR
Korea	DIINDOLYLMETHANE-BASED DRUG FOR THE TREATMENT OF HYPERPLASTIC AND INFLAMMATORY DISEASES	10-2012-7027050	05.03.2011	
TOTAL				

Signed by Assignor )  
 in the presence )  
 of the following witness: )

.....  
 Ms Marina Razumnaya, General Director  
 ZAKRYTOE AKTSIONERNOE OBSHCHESTVO "VELEFARMA"



[Signature]  
 (Signature of witness)  
Vladislav Gorobinskiy  
 (Full name of witness)

\_\_\_\_\_  
 (Address of witness)

Signed by the Assignee )  
 in the presence )  
 of the following witness: )

.....  
 Mr Oleg Dmitriev  
 Director, Nordic Labs Limited

[Signature]  
 (Signature of witness)  
MAREK TOOMERIE  
 (Full name of witness)

77 LEVERN BRIDGE ROAD, GLASGOW  
 (Address of witness)