

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3120777

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PHILIP WILSON HOWARD	04/11/2013
RECEIVING PARTY DATA		
Name:	SPIROGEN LIMITED	
Street Address:	79 GEORGE STREET	
City:	RYDE, ISLE OF WIGHT	
State/Country:	UNITED KINGDOM	
Postal Code:	PO33 2JF	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14397843	
CORRESPONDENCE DATA		
Fax Number:	(414)277-0656	
<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:	4142716560	
Email:	madipdocket@michaelbest.com	
Correspondent Name:	MICHAEL BEST & FRIEDRICH LLP	
Address Line 1:	100 EAST WISCONSIN AVENUE	
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Address Line 4:	MILWAUKEE, WISCONSIN 53202-4108	
ATTORNEY DOCKET NUMBER:	065435-9209-US01	
NAME OF SUBMITTER:	CHARLENE L. YAGER	
SIGNATURE:	/charlene l. yager/	
DATE SIGNED:	11/24/2014	
Total Attachments: 6		
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PATENT

ASSIGNMENT OF INVENTION & RELATED INTELLECTUAL PROPERTY RIGHTS

PARTIES

- (1) **Philip Wilson HOWARD** care of Spirogen Limited, The QMB Innovation Centre, 42 New Road, London E1 2AX, UK;
- (2) **David Edwin THURSTON** care of Department of Pharmacy, King's College London, Franklin-Wilkins Building, 150 Stamford Street, London SE1 9NH, UK;
- (3) **Khondaker Mirazur RAHMAN** care of Department of Pharmacy, King's College London, Franklin-Wilkins Building, 150 Stamford Street, London SE1 9NH, UK;

together the **Inventors** or each an **Inventor** as the context may indicate;

- (4) **SPIROGEN LIMITED** incorporated and registered in England & Wales with company number 03925441 whose registered office is at 79 George Street, Ryde, Isle of Wight PO33 2JF, UK;
- (5) **UNIVERSITY COLLEGE LONDON** incorporated and registered in England & Wales by Royal Charter (company number RC000631) whose registered office is at Gower Street, London WC1E 6BT, UK.

together the **Assignees** or each an **Assignee** as the context may indicate.

BACKGROUND

- (A) Each Inventor is an Inventor of the Invention for which the Patents Applications have been or will be filed. The contributions of David Thurston and Khondaker Rahman to the Invention were made in the course of their duties as employees of the School of Pharmacy. The School of Pharmacy, and all its rights as the employer of these Inventors, has since merged and into and transferred such rights to University College London. The contributions of Philip Howard to the Invention were made in the course of his duties as an employee of Spirogen Limited.
- (B) The Inventors and the Assignees believe, therefore, that either by operation of law or by virtue of an agreement entered into by each of the Inventors and the Assignees before the making of the Invention, the Assignees are jointly entitled as tenants in common to the whole of the property in the Invention and the contributions of the Inventors to the Invention.
- (C) In order to provide documentary evidence that the Assignees are the owners of both the legal title and the beneficial interest in the Patent Applications and in any contributions of the Inventors to the Invention, including any further contributions that the Inventors may make to the development or improvement of the Invention, each Inventor has agreed to execute this

Assignment to assign to the Assignees all their rights, title and interest in, to and arising from the Invention and the Patent Applications on the terms set out in this Assignment.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Assignment.

Future Applications means any future applications claiming priority from the Priority Applications and all matter contained in such future applications.

Invention means the invention or inventions entitled "Pyrrolobenzodiazepines".

Patent Applications means the Priority Applications and the Future Applications and any and all:

- (a) international, national and regional phase applications of all such applications; and
- (b) divisions, continuations and continuations-in-part of all such applications; and
- (c) patents that may be granted pursuant to any of the aforesaid applications for their full period, including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates.

Priority Applications means the priority patent applications, short particulars of which are set out in Part 1 of the Schedule.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. ASSIGNMENT

In consideration of the sum of £1 (sufficiency and receipt of which the Inventors expressly acknowledge), each of the Inventors hereby assigns to the Assignees absolutely all their right, title and interest in Canada, the United States and all other countries of the world in, to and arising from the Invention and, with effect from immediately prior to the filing of each, the Patent Applications including (but not limited to):

- (a) in respect of the Invention and any invention that shall be disclosed in, and all matter that shall be contained in, any of the Patent Applications, the right to file applications, claim priority from such applications, and prosecute and obtain grant of patent or other

intellectual property protection in respect of any country, region or territory in the world;

- (b) in respect of each and any Patent Application:
 - (i) the right to claim priority from and to prosecute and obtain grant of patents; and
 - (ii) the right to file divisional applications based on the Patent Applications and to prosecute and obtain grant of patent on each and any such divisional application;
- (c) the right to extend to, or register in or in respect of any country, region or territory in the world, each and any of the Patent Applications and to extend to or register in, or in respect of, any country, region or territory in the world any patent or other intellectual property protection granted on any of such applications;
- (d) the absolute entitlement to any patents granted pursuant to any Patent Application; and
- (e) the right to bring, make, oppose or defend claims or actions, appeal proceedings and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership of the Inventions and the Patent Applications, whether occurring before on or after the date of this Assignment.

The Assignees shall own the property hereby assigned jointly in equal shares as tenants in common.

3. FURTHER ASSURANCE

Each Inventor shall, at the Assignees' equal cost, perform all further acts and things, and execute all further documents, required by law or which the Assignees requests to vest in the Assignees the full benefit of the right, title and interest assigned to the Assignees under this Assignment, including (but not limited to):

- (a) documents required to be signed by or on behalf of the Inventors in the course of any and all Canadian or United States or any other applications which relate to the Invention or to any inventions that shall be disclosed in any of the Patent Applications;
- (b) registration of the Assignees as joint applicants for, or joint proprietors of, the Patent Applications; and
- (c) assisting the Assignees in obtaining, defending and enforcing any of the Patent Applications, and assisting with any other proceedings which may be brought by or against the Assignees by any third party or in the resolution of any question concerning the Invention, or the Patent Applications or any inventions that shall be disclosed in any of the Patent Applications.

4. POWER OF ATTORNEY

The Inventors and the Assignees grant the firm of Mewburn Ellis LLP the power to insert in Part 2 of the Schedule to this Assignment any further identification of any existing or future patent applications in Canada or the United States or any other countries, regions or territories of the world, which shall fall within the scope of clause 2 above, or 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 patent office for the recordal of this Assignment. It is agreed that Mewburn Ellis LLP has represented only the Assignees and will continue to represent only the Assignees with respect to this Assignment.

5. ISSUE OF PATENTS

The Inventors request the US Commissioner of Patents and the relevant authorities in all countries, regions and territories of the world to issue any patents granted for the Invention or pursuant to any of the Patent Applications in the name of the Assignees (either alone or jointly with any co-applicant) in accordance with this Assignment.

6. WAIVER

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

7. COUNTERPARTS

This Assignment may be executed in any number of counterparts, each of which when executed shall constitute an original of this Assignment, but all the counterparts shall together constitute the same agreement.

8. GOVERNING LAW AND JURISDICTION

This Assignment shall be governed by and construed in accordance with the law of England and Wales. The parties 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 Assignment.

Schedule: The Patent Applications

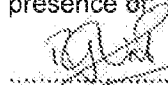
Part 1: Priority Applications

Country	Application No.	Application Date	Title
US	61/640,316	30 April, 2012	Pyrralobenzodiazepines

Part 2: Identification of some, but not necessarily all, patent applications falling within the scope of clause 2 of this Assignment

Country/region	Application No.	Application Date	Title	Signature for Mewburn Ellis LLP

Executed and delivered as a deed
by **Philip Wilson Howard** in the
presence of:



SIGNATURE OF WITNESS

NAME: ROBERT WATSON

ADDRESS: 33 GUYTON LANE, LONDON, EC2N 8AS

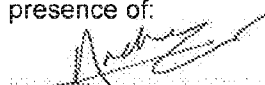
OCCUPATION: PATENT ATTORNEY

DATE: 11 APRIL 2013



SIGNATURE OF INVENTOR

Executed and delivered as a deed
by **David Edwin Thurston** in the
presence of:



SIGNATURE OF WITNESS

NAME: KA LLING ANDREW CHAN

ADDRESS: 6 HUNTERS LAY, SLOUGH, SL1 5UB

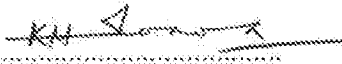
OCCUPATION: LECTURER

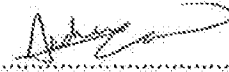
DATE: 19 APRIL 2013



SIGNATURE OF INVENTOR

Executed and delivered as a deed
by **Khondaker Mirazur Rahman** in
the presence of:


SIGNATURE OF INVENTOR


SIGNATURE OF WITNESS

NAME: KA LUNG ANDREW CHAN
ADDRESS: 6 HUNTERS WAY, SLOUGH, SL1 5UB
OCCUPATION: LECTURER
DATE: 19th APRIL 2013

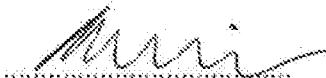
Executed and delivered as a deed
by **Spirogen Limited** acting by
C. MARTIN, a director, in
the presence of:

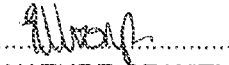

SIGNATURE OF DIRECTOR


SIGNATURE OF WITNESS

NAME: ROBERT WATSON
ADDRESS: 33 GUYTON LANE, LONDON, EC2V 8AS
OCCUPATION: PATENT ATTORNEY
DATE: 22 APRIL 2013

Executed and delivered as a deed
by **University College London**
acting by **P. HARDING**, an
authorised representative, in the
presence of:


SIGNATURE OF AUTHORISED
REPRESENTATIVE


SIGNATURE OF WITNESS

NAME: E. MOONEY
ADDRESS: 6th FL, 1-19 TORRINGTON PLACE, LONDON, WC1E 7HS
OCCUPATION: DIVISIONAL MANAGER, FBA, UCL
DATE: 25/04/2013

