

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3203456

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PHOTOPHARMICA LIMITED	01/16/2015
RECEIVING PARTY DATA	
Name:	STEPHEN JOHN LYON
Street Address:	STILEFIELD, 113A TODD LANE NORTH, LOSTOCK HALL
City:	PRESTON, LANCASHIRE
State/Country:	UNITED KINGDOM
Postal Code:	PR5 5UP
Name:	STANLEY BEAMES BROWN
Street Address:	TREE TOPS, 15 SOUTHWAY, MANOR PARK, BURLEY-IN-WHARFEDALE
City:	WEST YORKSHIRE
State/Country:	UNITED KINGDOM
Postal Code:	LS29 7HJ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7732439
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:	lfm@nixonvan.com
Correspondent Name:	NIXON & VANDERHYE
Address Line 1:	901 NORTH GLEBE ROAD, 11TH FLOOR
Address Line 4:	ARLINGTON, VIRGINIA 22203
ATTORNEY DOCKET NUMBER:	LCM-687-161
NAME OF SUBMITTER:	LEONARD C. MITCHARD
SIGNATURE:	/LEONARD C. MITCHARD/
DATE SIGNED:	01/29/2015
Total Attachments: 13	

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THIS DEED is dated

16th January

2015

BETWEEN:

- (1) **PHOTOPHARMICA LIMITED** incorporated and registered in England and Wales with company number 08315366 whose registered office is at Leeds Innovation Centre, 103 Clarendon Road, Leeds LS2 9DF (**"the Assignor"**); and
- (2) **STEPHEN JOHN LYON** of Stilefield, 113a Todd Lane North, Lostock Hall, Preston, Lancashire PR5 5UP; and
- (3) **STANLEY BEAMES BROWN** of Tree Tops, 15 Southway, Manor Park, Burley-in-Wharfedale, West Yorkshire LS29 7HJ,

(Stephen John Lyon and Stanley Beames Brown being hereafter referred to as **"the Assignees"** and each an **"Assignee"**).

BACKGROUND:

- (A) The Assignor owns the intellectual property in the Assigned Rights as set out in the schedules to this Agreement.
- (B) The Assignor has agreed to assign to the Assignees the Assigned Rights shown in the schedules to this Agreement.

IT IS AGREED as follows:-

1. INTERPRETATION

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

Assigned Rights	all intellectual property rights in and related to the Patents and Data.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Data	the data held by the company details of which are set out in Schedule 1.
Patents	the patents registered in the name of the Assignor, details of which are set out in 02 and copies of which are attached at Schedule 3.
Tax or Taxation	means all forms of taxation, duties, rates, levies, contributions, withholdings, deductions, liabilities to account, charges and imposts whether imposed in

the United Kingdom or elsewhere in the world.

VAT value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 Clause and schedule headings shall not affect the interpretation of this Agreement.
- 1.3 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this Agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to Taxation.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 **Writing or written** includes faxes but not e-mail.
- 1.10 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11 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 AND CONFIRMATION

- 2.1 It is hereby acknowledged and agreed by the Assignees that they shall act jointly in relation to the Assigned Rights in all matters and the Assignor shall not be required to have regard to the arrangements made between the Assignees in relation to the ownership of the Assigned Rights as between them following the execution of this Agreement.
- 2.2 In consideration for the Assignees acknowledging and agreeing to waive the rights set

out in clause 2.3 ("the Consideration") subject always to the provisions of clause 2.6, the Assignor hereby assigns to the Assignees, absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted in relation to the Patents;
- (b) 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 Assigned Rights whether occurring before, on, or after the date of this Agreement.

2.3 The Assignees acknowledge and agree that, in consideration for the assignment of the Assigned Rights, they hereby waive:

- (a) any right to receive a distribution of assets on a liquidation or a return of capital in relation to their shares in the capital of the Assignor;
- (b) any right to a dividend or other distribution that they would otherwise be entitled to in connection with their shareholding in the Assignor; and
- (c) any past, present or future right, claim, interest or entitlement in relation to any of the assets of the Assignor.

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

SCHEDULE 2
The Patents

Country or territory	Application or publication number	Date of filing	Description
United States of America	US 7732439	30 May 2001	Patent relating to biologically active methylene blue derivatives
United States of America	US 8188074	30 May 2001	Patent relating to biologically active methylene blue derivatives
United States of America	US 7915254	30 May 2001	Patent relating to biologically active methylene blue derivatives
United Kingdom	EP (GB) 1392666	30 May 2001	Patent relating to biologically active methylene blue derivatives

SCHEDULE 3
Copy of the Patents

EXECUTED and delivered on the)
date hereof as a Deed by)
PHOTOPHARMICA LIMITED)
acting by a Director)
in the presence of:)


Director

Witness Signature N. Norman

Witness Name NATALIE NORMAN

Witness Address 14 ASHWOOD GREEN

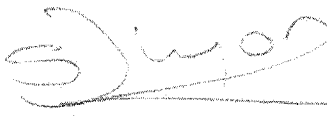
RYHILL

WAKEFIELD

WF4 2BB

Witness Occupation BUSINESS SUPPORT MANAGER

EXECUTED and delivered on the)
date hereof as a Deed by)
STEPHEN JOHN LYON)
in the presence of:)


Stephen John Lyon

Witness Signature S. Spencer

Witness Name DR SHARON SPENCER

Witness Address 18A KNEIGHTON PARK RD


LEICESTER

LE2 2ZA

Witness Occupation DIRECTOR OF TECHNOLOGY
TRANSFER

EXECUTED and delivered on the)
date hereof as a Deed by)
STANLEY BEAMES BROWN)
in the presence of:)


Stanley Beames Brown

Witness Signature 
Witness Name SAMANTHA ATKINSON
Witness Address 1 CROFT PARK
MENSTON
ILKLEY, WEST
YORKSHIRE
Witness Occupation FITNESS INSTRUCTOR