

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3331850

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NICOLA CURTIN	08/19/2014
FIONA MIDDLETON	08/19/2014
TAO CHEN	08/19/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	THE UNIVERSITY OF NEWCASTLE UPON TYNE
<b>Street Address:</b>	KING'S GATE
<b>City:</b>	NEWCASTLE UPON TYNE
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	NE1 7RU
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14633394
<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>	
<b>Email:</b>	patents@vrtx.com
<b>Correspondent Name:</b>	VERTEX PHARMACEUTICALS INCORPORATED
<b>Address Line 1:</b>	50 NORTHERN AVENUE
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02210
<b>ATTORNEY DOCKET NUMBER:</b>	VPI/12-134 US CN1
<b>NAME OF SUBMITTER:</b>	FRANCES M. CUNNINGHAM
<b>SIGNATURE:</b>	/Frances M. Cunningham/
<b>DATE SIGNED:</b>	04/29/2015
<b>Total Attachments: 7</b>	
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DATED

19<sup>th</sup> August

2014

(1) UNIVERSITY OF NEWCASTLE UPON TYNE

AND

(2) NICOLA CURTIN

AND

(3) FIONA MIDDLETON

AND

(4) TAO CHEN

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Patent Assignment

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THIS AGREEMENT is made on the 19<sup>th</sup> day of August 2014

**BETWEEN:**

- (1) **The University of Newcastle upon Tyne**, a charitable body established under the University of Durham and Newcastle upon Tyne Act 1963, a statute of England, and with an address for service at King's Gate, Newcastle upon Tyne, NE1 7RU, England (the "**Institute**"); and
- (2) **Nicola Curtin**, whose place of work is at the Northern Institute for Cancer Research, Newcastle University, Paul O'Gorman Building, Medical School, Framlington Place, Newcastle upon Tyne NE2 4HH (the "**First Inventor**"); and
- (3) **Fiona Middleton**, whose place of work is at the Northern Institute for Cancer Research, Newcastle University, Paul O'Gorman Building, Medical School, Framlington Place, Newcastle upon Tyne NE2 4HH (the "**Second Inventor**"); and
- (4) **Tao Chen**, whose place of work is at 199 Ren-Ai Rd, School of public health, Soochow university, Suzhou, China 215123 (the "**Third Inventor**").

**WHEREAS**

- (A) The First Inventor, the Second Inventor and the Third Inventor are each inventors (the "**Inventors**") of the invention (the "**Invention**") claimed in patent applications described in Schedule 1 (the "**Scheduled Patents**").
- (B) The First Inventor and the Third Inventor were employees of the Institute and the Second Inventor was a student at the Institute when the Invention was generated.
- (C) The Inventors have agreed to assign to the Institution all their right, title and interest in and to the Invention and the Scheduled Patents.

**NOW IT IS HEREBY AGREED** as follows:

The headings in this Agreement are for convenience only and shall not affect its interpretation.

**1. ASSIGNMENT**

**1.1** In consideration of the sum of £1 to be paid by the Institute to the Inventors (the sufficiency and receipt of which the Inventors hereby acknowledge), the Inventors hereby assign to the Institution in respect of the Scheduled Patents:

**1.1.1** all their right, title and interest in and to the Invention and the full exclusive benefit of it;

**1.1.2** all their right, title and interest in and to the Scheduled Patents and the full and exclusive benefit of them and all rights, privileges and advantages associated with

them;

1.1.3 the full right to apply for and obtain patents or other similar forms of protection in respect of any part or parts of the subject-matter of the Scheduled Patents throughout the world and the right to claim priority from the Scheduled Patents;

1.1.4 all their right title and interest in and to any patents or other similar forms of protection granted in respect of the Invention pursuant to the Scheduled Patents; and all applications and granted patents or other similar forms of protection anywhere in the world claiming priority with or from such Scheduled Patents including utility model and design patents and certificates of invention and all divisionals, continuations, continuations-in-part, reissues, renewals, extensions, additions supplementary protection certificates or equivalent to any such patent applications and patents (together with the Scheduled Patents the "**Patent Rights**"); and

1.1.5 the right to bring proceedings for any previous infringement of the rights assigned.

1.2 The Inventors waive all moral rights to which they are entitled throughout the world in respect of any copyright subsisting in works relating to the Invention.

## **2. FURTHER ASSURANCE**

2.1 The Inventors hereby agree with the Institution that the Inventors will promptly provide to the Institution all documents relating to the filing and prosecution of the Scheduled Patents and execute, sign and do all instruments, applications, documents, acts and things that may reasonably be required by the Institution to enable the Institution to enjoy the full benefit of the property and rights hereby assigned and (if requested to do so by the Institution) to apply for any patents or other forms of protection in respect of the Invention throughout the world and fully and effectively to assign the same to the Institution or as the Institution shall direct, including:

- (a) registration of the Institute as applicant for, or proprietor of, the Patents; and
- (b) assisting the Institute in obtaining, defending and enforcing the Patents, and assisting with any other proceedings which may be brought by or against the Institute against or by any third party relating to the rights assigned by this Agreement.

2.2 The Inventors hereby appoint the Institute to be their attorney to execute and do any such instrument or thing, and generally to use their name, for the purpose of giving the Institute the benefit of this Agreement. The Inventors acknowledge in favour of a third party that a certificate in writing signed by the Institute or any person appointed in accordance with clause 2.5 that any instrument or act falls within the authority conferred by this Agreement shall be

conclusive evidence that such is the case.

2.3 This power of attorney is irrevocable as long as the Inventors' obligations under this Agreement remain undischarged.

2.4 Without prejudice to clause 2.3, the attorney may, in any way it thinks fit and in the name and on behalf of the Inventors:

2.4.1 take any action that this Agreement requires the Inventors to take;

2.4.2 exercise any rights which this Agreement gives to the Inventors; and

2.4.3 appoint and remove one or more substitute attorneys with full power as the Inventors' attorney on terms that the attorney thinks fit.

2.5 The Inventors must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause.

### 3. WARRANTIES

3.1 Except as expressly provided in this Agreement, none of the parties gives any warranties or makes any representations with respect to the Invention, or the Patent Rights or any products derived from them, or their fitness for any purpose, or that any material produced or supplied by any party and any processes or techniques used, proposed or recommended by any party will not infringe any patent or other intellectual property rights of any person in any country.

3.2 Each of the Inventors represents and warrants to the Institution that to the best of their knowledge and belief:

3.2.1 they are not aware of any inventors of the Invention other than the Inventors; and

3.2.2 they are the legal and beneficial owner of the Invention and the Scheduled Patents free of any third party rights or encumbrances; and

3.2.3 they have not and will not enter into any Agreement which prevents them fulfilling their obligations under this Agreement; and

3.2.4 they have not done anything whereby the whole or any part of the rights assigned under this Agreement might be invalidated or registration of them refused.

### 4. GENERAL

4.1 This Agreement shall be governed by English law and the parties hereby submit to the non-exclusive jurisdiction of the courts of England.

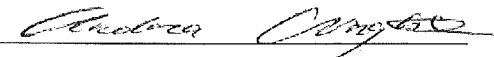
4.2 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act

1999 by a person who is not a party to this Agreement.

- 4.3 None of the Inventors shall make any press or other public announcement concerning any aspect of this Agreement without first obtaining the agreement of the Institution to the text of that announcement, such agreement not to be unreasonably withheld, conditioned or delayed.
- 4.4 This Agreement represents the entire understanding and constitutes the whole agreement in relation to its subject matter and supersedes any previous agreement, understanding or arrangement between the parties in relation to the Invention however nothing in this Agreement shall be taken to exclude any parties' liability to the others for fraudulent misrepresentation or fraudulent misstatement.
- 4.5 No relaxation, forbearance or indulgence by any party in enforcing any of the terms or conditions of this Agreement or the granting of time by any party to the other shall prejudice, affect or restrict the rights and powers of such party. The waiver of any breach of any term or any condition of this Agreement shall not be construed as a waiver of any subsequent breach of a term or condition of the same or of a different nature.

**IN WITNESS** whereof this document is executed by the parties on the date stated at the beginning of this Agreement through their authorised signatories.

For and on behalf of the **University of Newcastle upon Tyne**


Signature: 

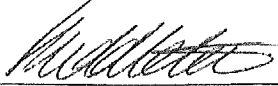
Name: ANDREA WRIGHT

Title: HEAD OF INTELLECTUAL PROPERTY AND LEGAL

Nicola Curtin

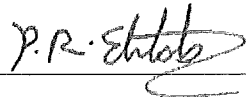
Fiona Middleton

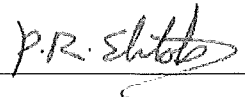
Signature: 

Signature: 

In the presence of

In the presence of

Witness Signature: 

Witness Signature: 

Witness Name: Phil Elstob

Witness Name: Phil Elstob

Witness Address: 7 South Park

Witness Address: 7 South Park

Hexham NE46 1BT

Hexham NE46 1BT

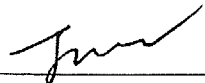
Witness Occupation: Business Development

Witness Occupation: Business Development

Tao Chen

Signature: 

In the presence of

Witness Signature: 

Witness Name: Jia Hong Chen

Witness Address: 199 Ren'ai Rd.

Suzhou, China. 215123

Witness Occupation: Researcher



**SCHEDULE 1****SCHEDULED PATENTS**

<b>PATENT/ APPLICATION NUMBER</b>	<b>TITLE</b>	<b>TERRITORY</b>	<b>FILING DATE</b>
US 14/045,373	Method for Measuring ATR  Inhibition Mediated Increases in  DNA Damage	US provisional	3 October 2013
PCT/US13/63254	Method for Measuring ATR  Inhibition Mediated Increases in  DNA Damage	PCT	3 October 2013