

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3396356

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE UNIVERSITY OF BRADFORD	12/12/2014
RECEIVING PARTY DATA	
Name:	INCANTHERA LIMITED
Street Address:	LIVERPOOL SCIENCE PARK
Internal Address:	IC2 146 BROWNLOW HILL, SUITE 315
City:	LIVERPOOL, MERSEYSIDE
State/Country:	UNITED KINGDOM
Postal Code:	L3 5RF
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	10468744
Application Number:	11710899
Application Number:	10468741
CORRESPONDENCE DATA	
Fax Number:	(212)277-6501
<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:	212-277-6500
Email:	ipdocketing-dc@dicksteinshapiro.com
Correspondent Name:	DICKSTEIN SHAPIRO LLP
Address Line 1:	1633 BROADWAY
Address Line 4:	NEW YORK, NEW YORK 10019
ATTORNEY DOCKET NUMBER:	G0028.0001/G0365.368/384
NAME OF SUBMITTER:	EDWARD A. MEILMAN
SIGNATURE:	/Edward A. Meilman/
DATE SIGNED:	06/15/2015
Total Attachments: 14	
source=Assignment_between_The_University_of_Bradford_and_Incanthera_Limited_#page1.tif	
source=Assignment_between_The_University_of_Bradford_and_Incanthera_Limited_#page2.tif	
source=Assignment_between_The_University_of_Bradford_and_Incanthera_Limited_#page3.tif	

source=Assignment_between_The_University_of_Bradford_and_Incanthera_Limited_#page4.tif
source=Assignment_between_The_University_of_Bradford_and_Incanthera_Limited_#page5.tif
source=Assignment_between_The_University_of_Bradford_and_Incanthera_Limited_#page6.tif
source=Assignment_between_The_University_of_Bradford_and_Incanthera_Limited_#page7.tif
source=Assignment_between_The_University_of_Bradford_and_Incanthera_Limited_#page8.tif
source=Assignment_between_The_University_of_Bradford_and_Incanthera_Limited_#page9.tif
source=Assignment_between_The_University_of_Bradford_and_Incanthera_Limited_#page10.tif
source=Assignment_between_The_University_of_Bradford_and_Incanthera_Limited_#page11.tif
source=Assignment_between_The_University_of_Bradford_and_Incanthera_Limited_#page12.tif
source=Assignment_between_The_University_of_Bradford_and_Incanthera_Limited_#page13.tif
source=Assignment_between_The_University_of_Bradford_and_Incanthera_Limited_#page14.tif

Private & Confidential

DATED 12 December 2014

THE UNIVERSITY OF BRADFORD (1)

and

INCANTHERA LIMITED (2)

ASSIGNMENT OF PATENTS

3volution
10 South Parade
Leeds
LS1 5QS

PATENT
REEL: 035905 FRAME: 0624

CONTENTS

<u>Clause</u>	<u>Heading</u>	<u>Page</u>
1	Interpretation	3
2	Assignment.....	6
3	Consideration.....	6
4	Patent Costs	6
5	Reversion of Rights	6
6	Waiver.....	7
7	Entire Agreement.....	7
8	Variation.....	7
9	Severance.....	8
10	Counterparts	8
11	Third Party Rights.....	8
12	Notices	8
13	Governing law & Jurisdiction	9
<u>Schedule 1.....</u>		<u>10</u>
	Patents	10
	Schedule 2.....	12
	The Patent Costs	12

THIS AGREEMENT is made on

12 Decembe

2014 BETWEEN:

- (1) THE UNIVERSITY OF BRADFORD an institute of higher education created by Royal Charter (Company registration number: RC000647) whose administrative offices are at Richmond Building, Richmond Road, Bradford, BD7 1DP, UK ("UoB"); and
- (2) INCANTHERA LIMITED Incorporated and registered in England and Wales (Company registration number: 7174977) whose registered office is at c/o Suite 315, Liverpool Science Park, IC2 146 Brownlow Hill, Liverpool, Merseyside, L3 5RF, UK ("Incanthera").

BACKGROUND

- (A) UoB is the proprietor of the Patents (as defined below).
- (B) UoB has agreed to assign its rights in the Patent to Incanthera on the terms set out in this Agreement.

AGREED TERMS

1 Interpretation

- 1.1 The following definitions and rules of interpretation apply in this Agreement:

"Agreement" means this Agreement, including its Schedules;

"Assigned Rights" has the meaning set out in clause 2.1;

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in England are open for business;

"Completion" means the completion of this assignment agreement;

Ordinary Share Consideration Shares'

'A Ordinary Share Consideration Shares'

'Consideration Shares' means

"Funding Event" means the raising by Incanthera of any funding or other facility of

"Insolvency Event" means in respect of Incanthera:

- (a) it suspends, or threatens to suspend, payment of its debts or admits inability to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (b) it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or for solvent reconstruction;
- (c) a resolution is passed, or an order is made, for or in connection with its winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or for solvent reconstruction;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over it;
- (e) the holder of a qualifying floating charge over its assets or has appointed an administrative receiver;
- (f) a receiver is appointed over its assets;
- (g) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the

whole or any part of its assets and such attachment or process is not discharged within 7 days; or

(h) it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

"Listing" means the admission of all or any of the share capital of Incanthera to trading on a Recognised Investment Exchange;

"Patents" means the patents short particulars of which are set out in Schedule 1; and

"Patent Costs" means the costs and expenses paid by UoB in relation to the filing and prosecution of the Patents, as set out in Schedule 2.

"Recognised Investment Exchange" means a recognised investment exchange as defined by s285 Financial Services and Markets Act 2000;

- 1.2 Clause, Schedule and paragraph 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 shall include the plural and in the plural shall 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 or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 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

- 2.1 In consideration of the issue and allotment of the Consideration Shares to UoB pursuant to clause 3 below, UoB hereby assigns to Incanthera absolutely all its rights, title and interest in and to the Patents and in and to all and any inventions disclosed in the Patents, including 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, whether occurring before, on or after the date of this Agreement (collectively the "Assigned Rights").

3 Consideration

- 3.1 In consideration of UoB entering into this assignment Incanthera shall allot and issue on Completion the Consideration Shares to UoB.

4 Patent Costs

4.1

4.2

5 Reversion of Rights

5.1 If Incanthera:

- (a) fails to pay the Patent Costs to UoB by the Due Date; and/or
- (b) suffers an Insolvency Event,

(each a "Default Event"), Incanthera shall immediately notify UoB in writing.

- 5.2 If a Default Event occurs, upon written notice from UoB (the "Written Notice"), all rights, title and interest in and to the Assigned Rights will be assigned to UoB in accordance with clause 5.3 below unless, in the case of failure to pay the Patent Costs, they are paid to UoB within 7 days of Incanthera's receipt of the Written Notice.
- 5.3 Upon receipt of the Written Notice and in consideration of the sum of £1 payable by UoB to Incanthera (the receipt and sufficiency of which Incanthera acknowledge), Incanthera hereby and automatically assigns to UoB absolutely all its right, title and interest in and to the Assigned Rights.
- 5.4 In so far as any or all of Incanthera's rights, title and interest in and to the Assigned Rights cannot be assigned to UoB in accordance with clause 5.3, Incanthera will do all such acts and execute all such documents as necessary to vest in UoB absolutely the property, rights, title and interest in the Assigned Rights pursuant to clause 5.3.

6 Waiver

- 6.1 No failure or delay by a 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.

7 Entire Agreement

- 7.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement. Nothing in this clause shall limit or exclude liability for fraud.

8 Variation

- 8.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9 Severance

- 9.1 If any provision or part-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. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 9.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

10 Counterparts

- 10.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 10.2 No counterpart shall be effective until each party has executed at least one counterpart.

11 Third Party Rights

- 11.1 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 Notices

- 12.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
 - (b) sent by fax to its main fax number.
- 12.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- (c) if sent by fax, at 9.00 am on the next Business Day after transmission.

13 Governing law & Jurisdiction

- 13.1 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.
- 13.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising 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

Grant no.	Territory	Date filed	Title
4862120	Japan	22 February 2002	Benz-Indole and Benzo-Quinoline Derivatives as Prodrugs for Tumor Treatment
7192977	USA	22 February 2002	Benz-Indole and Benzo-Quinoline Derivatives as Prodrugs for Tumor Treatment
8017640	USA	22 February 2002	Benz-Indole and Benzo-Quinoline Derivatives as Prodrugs for Tumor Treatment
1408960	UK	22 February 2002	Benz-Indole and Benzo-Quinoline Derivatives as Prodrugs for Tumor Treatment
1408960	France	22 February 2002	Benz-Indole and Benzo-Quinoline Derivatives as Prodrugs for Tumor Treatment
1408960	EPO	22 February 2002	Benz-Indole and Benzo-Quinoline Derivatives as Prodrugs for Tumor Treatment
1408960	Germany	22 February 2002	Benz-Indole and Benzo-Quinoline Derivatives as Prodrugs for Tumor Treatment

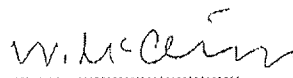
Grant no.	Territory	Date filed	Title
7626026	USA	22 February 2002	PYRROLO-INDOLE AND PYRROLO-QUINOLINE DERIVATIVES AS PRODRUGS FOR TUMOUR TREATMENT
1409480	EPO	22 February 2002	PYRROLO-INDOLE AND PYRROLO-QUINOLINE DERIVATIVES AS PRODRUGS FOR TUMOUR TREATMENT
1409480	UK	22 February 2002	PYRROLO-INDOLE AND PYRROLO-QUINOLINE DERIVATIVES AS PRODRUGS FOR TUMOUR TREATMENT
1409480	France	22 February 2002	PYRROLO-INDOLE AND PYRROLO-QUINOLINE DERIVATIVES AS PRODRUGS FOR TUMOUR TREATMENT
1409480	Germany	22 February 2002	PYRROLO-INDOLE AND PYRROLO-QUINOLINE DERIVATIVES AS PRODRUGS FOR TUMOUR TREATMENT
1409480	Spain	22 February 2002	PYRROLO-INDOLE AND PYRROLO-QUINOLINE DERIVATIVES AS PRODRUGS FOR TUMOUR TREATMENT
1409480	Italy	22 February 2002	PYRROLO-INDOLE AND PYRROLO-QUINOLINE DERIVATIVES AS PRODRUGS FOR TUMOUR TREATMENT

Schedule 2

The Patent Costs

Patent costs to be repaid to the University of Bradford as indicated in 4.1 are £

Signed by []
for and on behalf of
THE UNIVERSITY OF BRADFORD


.....
Director

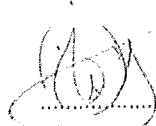
Signed by SIMON WARD
for and on behalf of INCANTHERA
LIMITED

.....
Director

Signed by []
for and on behalf of
THE UNIVERSITY OF BRADFORD

.....
Director

Signed by SIMON WARD
for and on behalf of INCANTHERA
LIMITED


.....
Director