

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT3404830

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| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT                     |                       |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | ASSIGNMENT                         |                       |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                                    |                       |
|                                                                                                                                                                                                 | <b>Name</b>                        | <b>Execution Date</b> |
|                                                                                                                                                                                                 | PHILIP WILSON HOWARD               | 08/23/2013            |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                    |                       |
| <b>Name:</b>                                                                                                                                                                                    | SPIROGEN LIMITED                   |                       |
| <b>Street Address:</b>                                                                                                                                                                          | 79 GEORGE STREET                   |                       |
| <b>City:</b>                                                                                                                                                                                    | RYDE, ISLE OF WIGHT                |                       |
| <b>State/Country:</b>                                                                                                                                                                           | UNITED KINGDOM                     |                       |
| <b>Postal Code:</b>                                                                                                                                                                             | PO33 2JF                           |                       |
| <b>PROPERTY NUMBERS Total: 1</b>                                                                                                                                                                |                                    |                       |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                      |                       |
| <b>Application Number:</b>                                                                                                                                                                      | 14654070                           |                       |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                    |                       |
| <b>Fax Number:</b>                                                                                                                                                                              | (414)277-0656                      |                       |
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| <b>Phone:</b>                                                                                                                                                                                   | 414-271-6560                       |                       |
| <b>Email:</b>                                                                                                                                                                                   | madipdocket@michaelbest.com        |                       |
| <b>Correspondent Name:</b>                                                                                                                                                                      | MICHAEL BEST & FRIEDRICH LLP (MAD) |                       |
| <b>Address Line 1:</b>                                                                                                                                                                          | 100 EAST WISCONSIN AVENUE          |                       |
| <b>Address Line 2:</b>                                                                                                                                                                          | SUITE 3300                         |                       |
| <b>Address Line 4:</b>                                                                                                                                                                          | MILWAUKEE, WISCONSIN 53202         |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>                                                                                                                                                                  | 065435-9215-US01                   |                       |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | CHARLENE L. YAGER                  |                       |
| <b>SIGNATURE:</b>                                                                                                                                                                               | /charlene l. yager/                |                       |
| <b>DATE SIGNED:</b>                                                                                                                                                                             | 06/19/2015                         |                       |
| <b>Total Attachments: 6</b>                                                                                                                                                                     |                                    |                       |
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## **ASSIGNMENT OF INVENTION & RELATED INTELLECTUAL PROPERTY RIGHTS**

### **PARTIES**

- (1) **HOWARD, PHILIP WILSON** care of Spirogen Limited, 42 New Road, London E1 2AX, UK (the **Inventor**);
- (2) **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 (the **Employer**); and
- (3) **SPIROGEN SÀRL** incorporated and registered in Switzerland with company number CH-550.1.103.365-1 whose registered office is at Rue Saint-Pierre 2, c/o Michael Forer, 1003 Lausanne, Switzerland (the **Assignee**).

### **BACKGROUND**

- (A) The Inventor is an inventor of the Invention for which the Patents Applications have been or will be filed. The contributions of the Inventor to the Invention were made in the course of the duties of the Inventor as an employee of the Employer, and either the circumstances were such that an invention might reasonably have been expected to result from the carrying out of those duties, or the nature of those duties was such that the Inventor had a special obligation to further the interests of the Employer's undertaking.
- (B) The Inventor and the Employer believe that, either by operation of law or by virtue of an agreement entered into by each of the Inventor and the Employer before the making of the Invention, the Employer was, at the time the Invention was made, entitled to the whole of the property in the contributions of the Inventor to the Invention.
- (C) The Employer has assigned or has agreed to assign all its rights, title and interest in, to and arising from the Invention and the Patent Applications to the Assignee.
- (D) In case the Employer for any reason was not, at the time the Invention was made, entitled to the whole of the property in the contributions of the Inventor to the Invention, and in order to provide documentary evidence that the Assignee is the owner of both the legal title and the beneficial interest in the Patent Applications and in any contributions of the Inventor to the Invention, including any further contributions that the Inventor may make to the development or improvement of the Invention, the Inventor and the Employer have agreed to execute this Assignment to assign to the Assignee 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 Inventor expressly acknowledge), the Inventor and the Employer hereby assign absolutely to the Assignee 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.

### **3. FURTHER ASSURANCE**

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

- (a) documents required to be signed by or on behalf of the Inventor or the Employer 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 Assignee as applicant for, or proprietor of, the Patent Applications; and
- (c) assisting the Assignee in obtaining, defending and enforcing any of the Patent Applications, and assisting with any other proceedings which may be brought by or against the Assignee 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 Inventor, the Employer and the Assignee 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 Assignee and will continue to represent only the Assignee with respect to this Assignment.

**5. ISSUE OF PATENTS**

The Inventor and the Employer 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 Assignee (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      | 61/740605       | 21 December. 2012 | Pyrrolobenzodiazepines |

**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 by **Philip Wilson**  
**HOWARD** in the presence of:



SIGNATURE OF WITNESS

NAME: R J WATSON

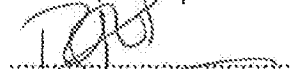
ADDRESS: 33 GUTTER LANE, LONDON, EC2V 8AS, UK

OCCUPATION: PATENT ATTORNEY

DATE: 23/8/13

  
SIGNATURE OF INVENTOR

Executed by **SPIROGEN LIMITED**  
acting by **C MARTIN**, a  
director, in the presence of:



SIGNATURE OF WITNESS

NAME: R J WATSON

ADDRESS: 33 GUTTER LANE, LONDON, EC2V 8AS, UK

OCCUPATION: PATENT ATTORNEY

DATE: 23/8/13

  
SIGNATURE OF DIRECTOR

Executed by **SPIROGEN SARL**  
acting by **C MARTIN**, a  
director, in the presence of:



SIGNATURE OF WITNESS

NAME: R J WATSON

ADDRESS: 33 GUTTER LANE, LONDON, EC2V 8AS, UK

OCCUPATION: PATENT ATTORNEY

DATE: 23/8/13

  
SIGNATURE OF DIRECTOR