

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3667653

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	UNIVERSITY OF LONDON	01/24/2012
RECEIVING PARTY DATA		
Name:	UNIVERSITY COLLEGE LONDON	
Street Address:	GOWER STREET	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	WC1E 6BT	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	11628749
CORRESPONDENCE DATA		
Fax Number:	(530)759-1665	
<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:	530-759-1661	
Email:	jeannie@parklegal.com	
Correspondent Name:	A. RICHARD PARK	
Address Line 1:	PARK, VAUGHAN, FLEMING & DOWLER LLP	
Address Line 2:	2820 FIFTH STREET	
Address Line 4:	DAVIS, CALIFORNIA 95618	
ATTORNEY DOCKET NUMBER:	DYC-P107684US	
NAME OF SUBMITTER:	A. RICHARD PARK	
SIGNATURE:	/A. Richard Park/	
DATE SIGNED:	12/21/2015	
Total Attachments: 16		
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DATED 24 January, 2012

(1) THE SCHOOL OF PHARMACY, UNIVERSITY OF LONDON

(2) UNIVERSITY COLLEGE LONDON

ASSIGNMENT OF INTELLECTUAL
PROPERTY DEED OF AGREEMENT



Pinsent Masons

THIS DEED OF AGREEMENT is made on

24 January

2012

BETWEEN:

- (1) THE SCHOOL OF PHARMACY, UNIVERSITY OF LONDON of 29-39 Brunswick Square, London, WC1N 1AX (the "School"); and
- (2) UNIVERSITY COLLEGE LONDON of Gower Street, London, WC1E 6BT ("UCL").

WHEREAS:

- (A) Under the Transfer Agreement (as defined below), the School has agreed to transfer to UCL and UCL has agreed to purchase the whole of the Undertaking (as defined below) and the whole of the legal and beneficial interest in the Assets and the Liabilities, including the Intellectual Property Rights (as defined below).
- (B) Pursuant to the terms of the Transfer Agreement, the parties agree to enter into this Agreement in order to assign the Intellectual Property Rights to UCL.

THIS DEED WITNESSES THAT:

1. INTERPRETATION

- 1.1 In this Agreement capitalised terms shall have the following meaning, unless the context otherwise provides or requires.

"Assets" means the property, rights and assets of the Undertaking agreed to be transferred under the Transfer Agreement;

"Intellectual Property Rights" means all Intellectual Property owned by the School which is used, or required to be used in, or in connection with, the Undertaking at the Transfer Date including, without limitation, those set out in Schedule 1 of this Agreement;

"Intellectual Property" means any and all:-

- (a) patents, trade marks, service marks, domain names, registered designs, utility models, rights in inventions, rights in trade secrets, Know-How and Confidential Information, unregistered trade marks and service marks, rights in trade and business names, copyright (including without limitation rights in computer software and in websites) unregistered design rights and other rights in designs and rights in databases, applications for and the right to make applications for any of such rights and the goodwill attaching to any of them (where applicable and whether such goodwill is owned or licensed by the School); and;

- (b) rights of the same or similar effect or nature as or to those in paragraph (a) above, including all continuations, continuations in part, extensions, reissues, divisions, and any supplementary protection certificates extensions, renewals thereto and similar rights where relevant that are based on or derive priority from those set out in paragraph (a) above;

in each case in any jurisdiction;

"Know-How" means all information not publicly known which is used or required to be used in or in connection with the Undertaking existing in any form (including, but not limited to that comprised

in or derived from engineering, chemical and other data, specifications, formulae, experience, drawings, manuals, component lists, instructions, designs and circuit diagrams, brochures, catalogues and other descriptions) and relating to:-

- (a) the design, development, manufacture or production of any products;
- (b) the operation of any process;
- (c) the provision of any services;
- (d) the selection, procurement, construction, installation, maintenance or use of raw materials, plant, machinery or other equipment or processes;
- (e) the rectification, repair or service or maintenance of products, plant, Equipment or other apparatus;
- (f) the supply, storage, assembly or packing of raw materials, components or partly manufactured or finished products; or
- (g) quality control, testing or certification;

"Liabilities"

all liabilities of whatsoever nature owing or incurred by the School as at the Transfer Date and all and any other current, past and contingent liabilities (including but not limited to any ongoing litigation);

"Transfer Agreement"

means the agreement between the parties dated 17 October 2011 for the transfer of the Undertaking to UCL;

"Transfer Date"

means 23:59 on 31 December 2011 or such later date as agreed by the Parties in accordance with the Transfer Agreement; and

"Undertaking"

means the Assets and Liabilities of and activities carried on by the School as at the Transfer Date.

1.2 In this Agreement, unless the context otherwise provides or requires:

- 1.2.1 references to the singular includes the plural and vice versa and reference to any gender includes the other genders;
- 1.2.2 references to the parties are to the parties to this Agreement;
- 1.2.3 references to the clauses are to the clauses of this Agreement; and
- 1.2.4 the headings do not affect the interpretation of this Agreement.

2. ASSIGNMENT

2.1 In consideration of the payment of the sum of one pound (£1) by UCL to the School (receipt of which is hereby acknowledged by the School), the School hereby assigns to UCL absolutely all right, title and interest in and to the Intellectual Property Rights, including:

- 2.1.1 all goodwill attaching to any Intellectual Property Rights; and
- 2.1.2 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 Intellectual Property Rights whether occurring before, on, or after the date of this Agreement.

- 2.2 If in another country the execution after the date of this Agreement of a confirmatory assignment or other document of any registered Intellectual Property Rights in that country would be ineffective or invalid by reason of the transfer effected by this Agreement, then this Agreement shall be deemed an agreement to assign and not an assignment of the relevant registered Intellectual Property Rights in that country.

3. FURTHER ASSURANCE

- 3.1 The School shall, at UCL's cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which UCL requests, to vest in UCL the full benefit of the right, title and interest assigned to UCL under this Agreement, including:

- 3.1.1 registration of UCL as applicant or (as applicable) proprietor of the Intellectual Property Rights in all relevant jurisdictions; and
- 3.1.2 assisting UCL in obtaining, defending and enforcing the Intellectual Property Rights and assisting with any other proceedings which may be brought by or against UCL against or by any third party relating to the Intellectual Property Rights;

4. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No term of this Agreement shall be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999. The consent of a third party shall not be required in order to vary or rescind this Agreement.

5. VARIATION

No variation or amendment of this Agreement shall bind any of the parties unless made and agreed to in writing by duly authorised officers of each party.

6. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, all of which when taken together shall constitute a single instrument.

7. LAW AND JURISDICTION

This Agreement shall be governed by English law. The parties hereby submit to the exclusive jurisdiction of the English courts in relation to any dispute or claim arising out of or in connection with this Agreement.

SCHEDULE 1

INTELLECTUAL
PROPERTY

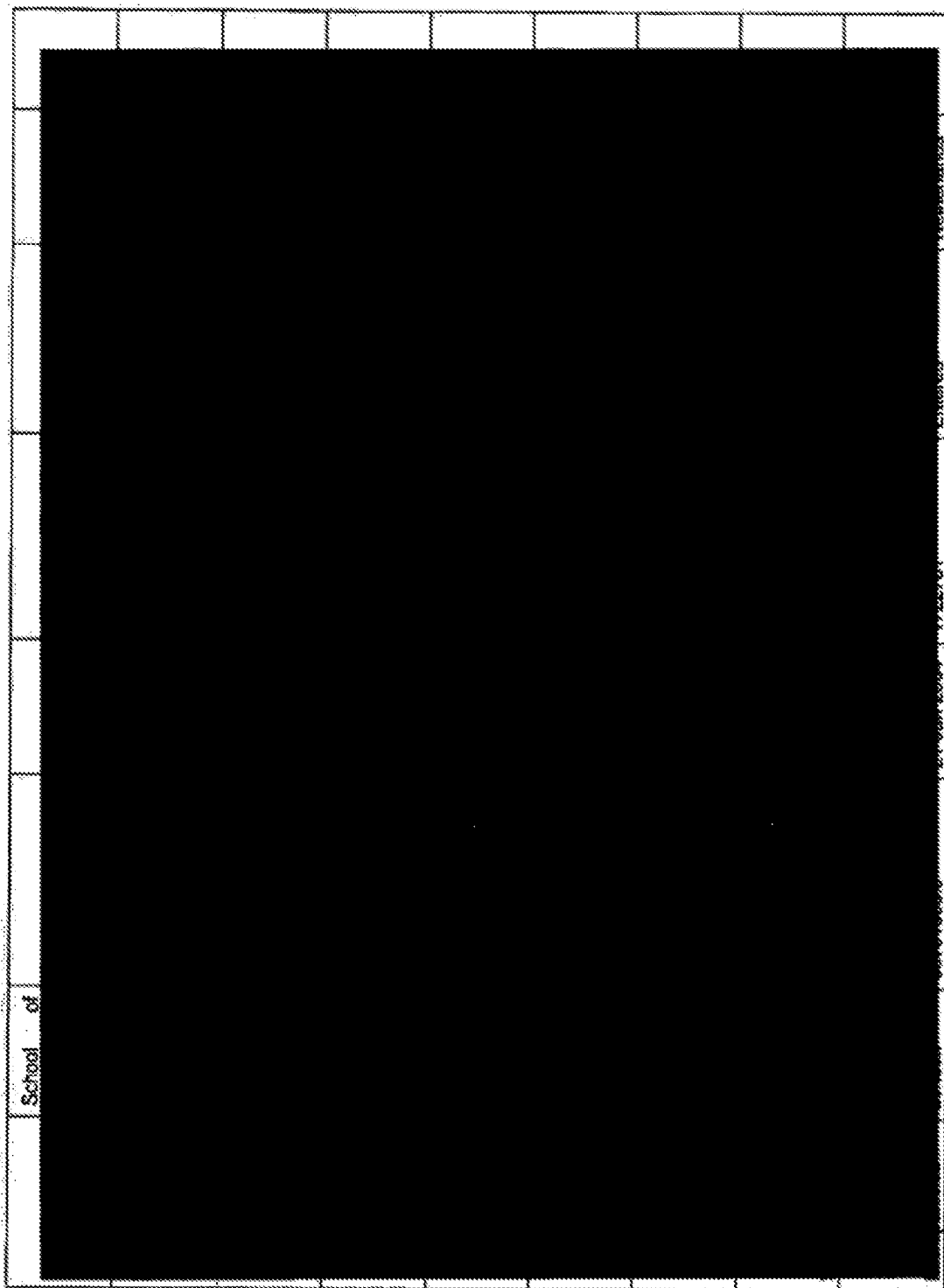
Trade Marks

Charges, Assignments/ Licences	Date	Proprietor	Number	UK
	22 April 1994	University of	41	1511706
THE SCHOOL OF				

Patents

Title	Applicant	Applicant No.	Priority Details Date	Official No.	Case Status	Country	Renewal Date
[REDACTED]							
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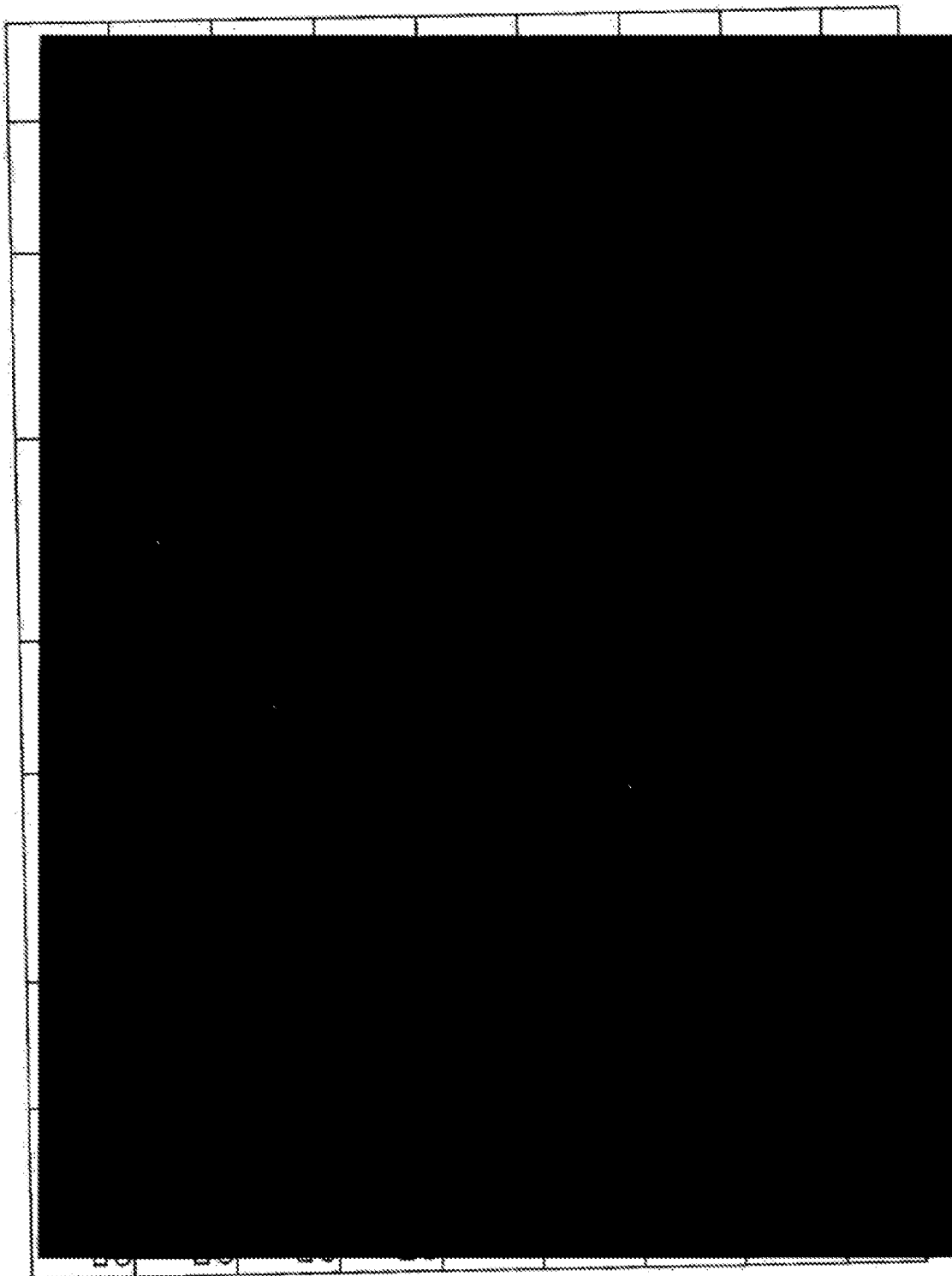
38417786-2-6034



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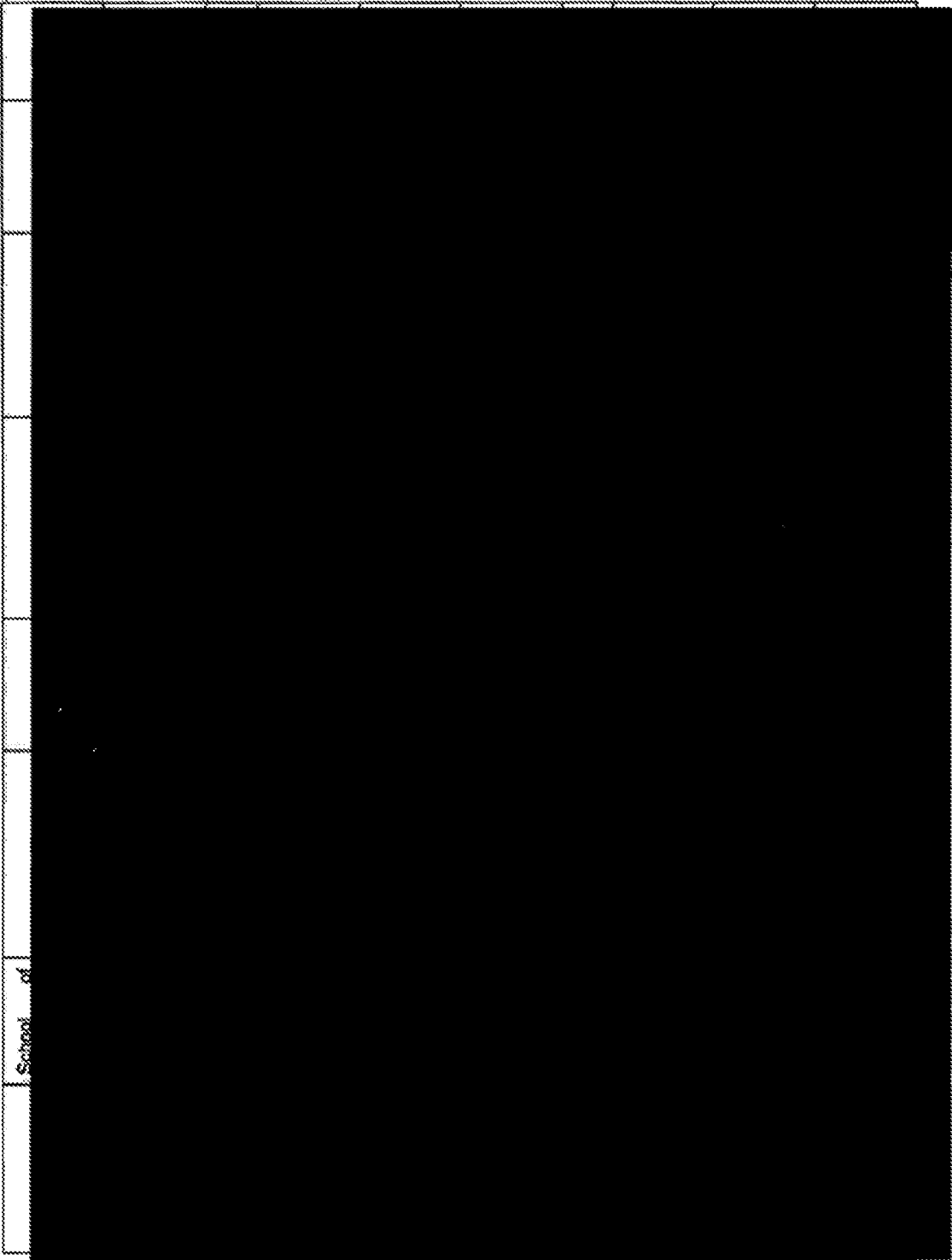
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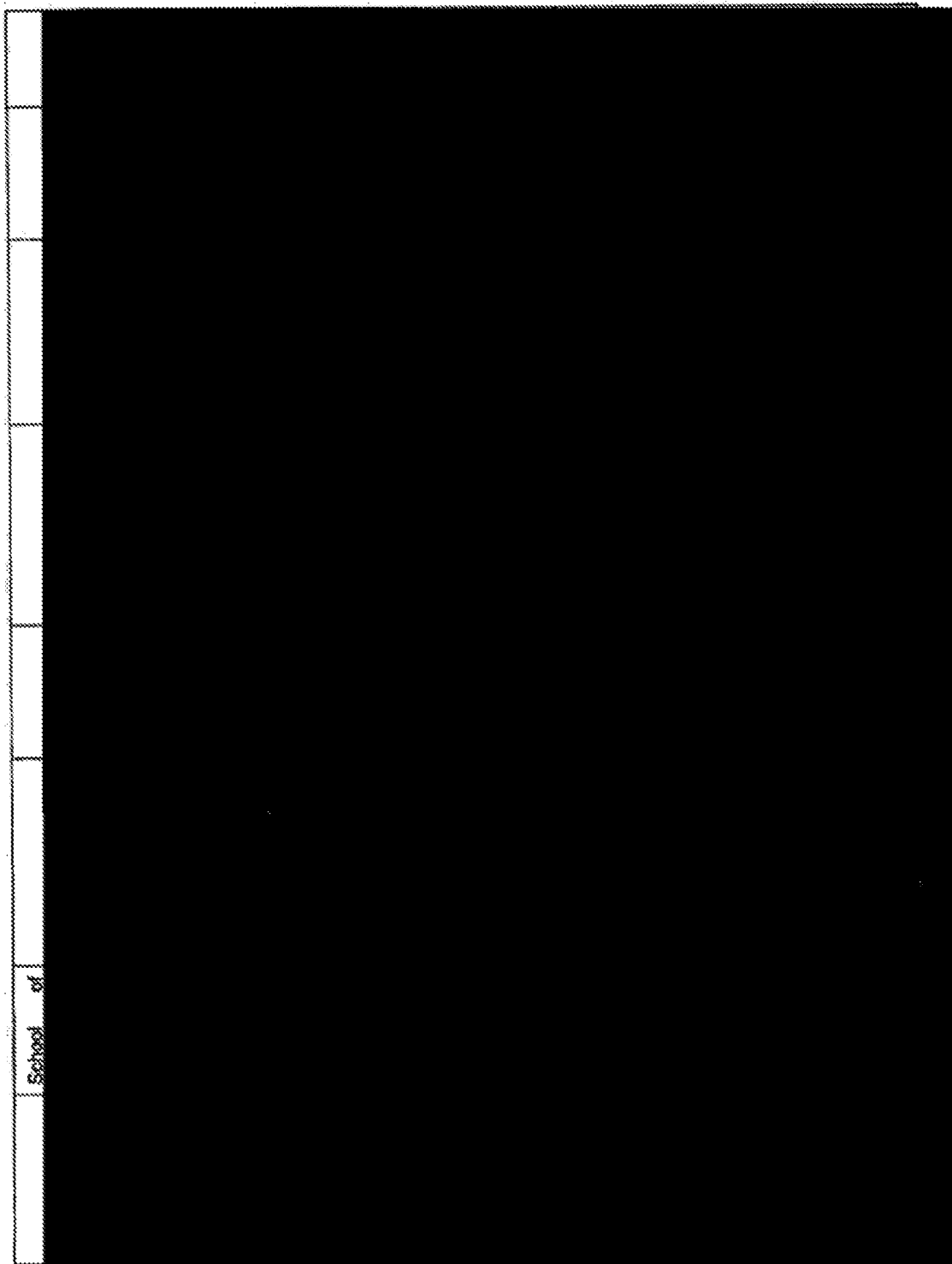
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	School of Pharmacy	1605265	09/07/2004		EP appl	EP
	School of Pharmacy					

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School of

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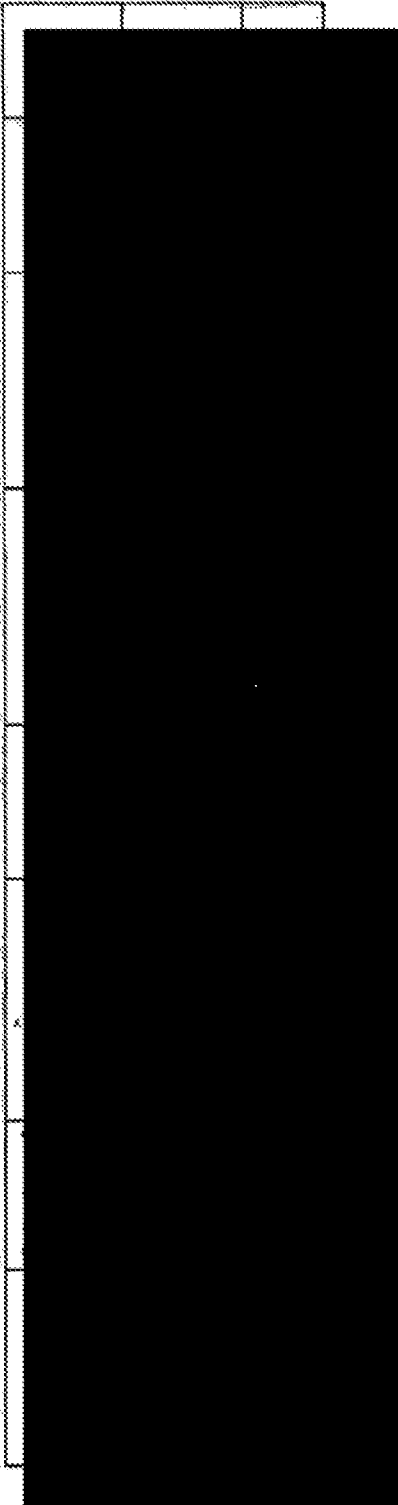
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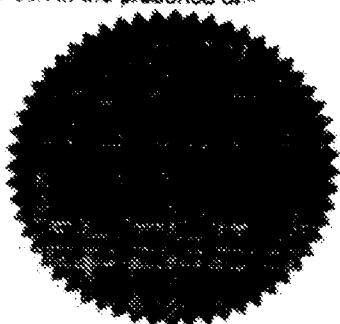


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EXECUTED AS A DEED by the Parties on the date which first appears in this deed.

EXECUTED AS A DEED but not delivered
until dated) by affixing the Common Seal of
The School of Pharmacy, University of
London in the presence of:-



) B.H. Pearce
) COUNCIL MEMBER

) Malcolm Jay
) Secretary to Council

EXECUTED AS A DEED but not delivered
until dated) by affixing the Common Seal of
University College London in the presence
of:-

) A. Crossland

)
) James
)

