

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3695306

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ISIS INNOVATION LIMITED	06/18/2015
RECEIVING PARTY DATA		
Name:	NATURAL ENVIRONMENT RESEARCH COUNCIL	
Street Address:	POLARIS HOUSE	
Internal Address:	NORTH STAR AVENUE	
City:	SWINDON	
State/Country:	UNITED KINGDOM	
Postal Code:	SN2 1EU	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	13319051
	Application Number:	12665256
CORRESPONDENCE DATA		
Fax Number:	(617)742-4214	
<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:	617-217-4700	
Email:	ipboston.docketing@nelsonmullins.com, melissa.lebsock@nelsonmullins.com	
Correspondent Name:	NELSON MULLINS RILEY & SCARBOROUGH LLP	
Address Line 1:	ONE POST OFFICE SQUARE	
Address Line 2:	FL 30	
Address Line 4:	BOSTON, MASSACHUSETTS 02109	
ATTORNEY DOCKET NUMBER:	JKJ-033USRCE/JKJ-034US	
NAME OF SUBMITTER:	JEANNE M. DIGIORGIO, ESQ.	
SIGNATURE:	/Jeanne M. DiGiorgio/	
DATE SIGNED:	01/14/2016	
Total Attachments: 12		
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THIS AGREEMENT dated 18th June 2015 is made

BETWEEN:

- (1) ISIS INNOVATION LIMITED, a company registered in England under number 2199542 and whose registered office address is at the University Offices, Wellington Square, Oxford OX1 2JD, England ("Isis"); and
- (2) NATURAL ENVIRONMENT RESEARCH COUNCIL of Polaris House, North Star Avenue, Swindon SN2 1EU ("NERC").

BACKGROUND:

- (A) The parties entered into an Assignment and Revenue Sharing Agreement with the University of Oxford dated 14 February 2014 (the "Assignment and Revenue Sharing Agreement") under which NERC assigned certain patent applications to Isis relating to "Structure-function relationships of novel anticoagulants from tropical bont tick *Amblyomma variegatum*".
- (B) Isis has served written notice on NERC that it no longer wishes to prosecute the patent applications assigned to it under the Assignment and Revenue Sharing Agreement and NERC has notified Isis that it wishes to take a re-assignment of those patent applications in accordance with clause 5.1 of the Assignment and Revenue Sharing Agreement. Isis now re-assigns the patent applications to NERC on the terms of this agreement.

AGREEMENT:

1 Interpretation

- 1.1 In this agreement unless the context requires otherwise terms defined in the Assignment and Revenue Sharing Agreement will have the same meaning when used in this agreement.
- 1.2 All the headings in this agreement are for convenience, have no legal effect and should be ignored when interpreting this agreement.

2 Assignment

- 2.1 In consideration of the payment of £1 from NERC to Isis, receipt of which is hereby acknowledged, Isis assigns to NERC with effect on and from the date of this agreement ("Effective Date"):
 - 2.1.1 all its right, title and interest in and to the Applications;
 - 2.1.2 such rights as Isis may have to sue for and obtain injunctive relief, damages and other relief in respect of any infringement or misuse of the Invention and the Applications, including such infringement or misuse occurring prior to the Effective Date; and
 - 2.1.3 the right to apply for, prosecute, defend, maintain and renew patent or other similar protection in the Territory in respect of the Invention, and the right to claim priority under the International Convention for the Protection of Industrial Property and under any other relevant international convention or treaty for each country in the Territory in which application may be made by NERC.

Hereinafter, the rights assigned under this clause 2 shall be referred to as the "Assigned Rights".

- 2.2 As between the parties, NERC shall be solely responsible for any maintenance or renewal fees payable to any patent office in relation to the Applications that fall due on or after 1 April 2015, and shall indemnify Isis against such costs.

3 Warranties

- 3.1 Isis warrants to NERC that so far as it is aware and without having made particular enquiries:

3.1.1 it has the full power to enter into this agreement and the right to assign the Assigned Rights to NERC on the terms of this agreement;

3.1.2 it has not assigned any of the Assigned Rights to any other person, granted any option or licence under, or any mortgage, charge or other right or interest in, the Assigned Rights to any other person or otherwise encumbered any of the Assigned Rights and has not entered into any agreement or arrangement with any other person in relation to the exploitation of the Assigned Rights.

4 Licence

- 3.1 NERC grants to Isis the right to grant to the University of Oxford only an irrevocable, royalty-free, non-exclusive, non-sublicensable sub-licence in the Territory to use the Assigned Rights solely for Academic and Research Purposes and Clinical Patient Care.

5 General

- 5.1 This agreement, is governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts for the resolution of any dispute which may arise out of or in connection with this agreement save for injunctive relief which may be sought in any court of competent jurisdiction.

AS WITNESS the hands of the parties or their authorised signatories on the date first mentioned above.

SIGNED for and on behalf of
NATURAL ENVIRONMENT RESEARCH COUNCIL

Signature:



Name:

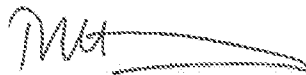
S PRYDE

Position:

RESEARCH
CONTRACTS

SIGNED for and on behalf of
ISIS INNOVATION LIMITED:

Signature:



Name:

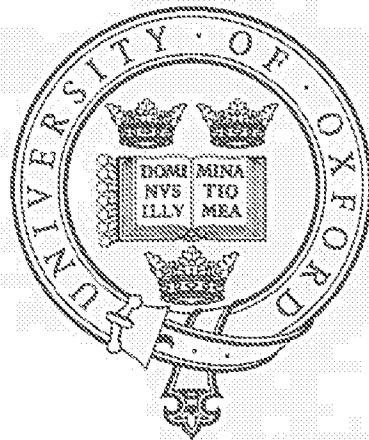
Tom Hockaday

Position:

Managing Director

Dated FEBRUARY 14th 2014

Vanessa



**THREE WAY ASSIGNMENT AND REVENUE
SHARING AGREEMENT**

Between

NATURAL ENVIRONMENT RESEARCH COUNCIL

and

ISIS INNOVATION LIMITED

and

**THE CHANCELLOR, MASTERS AND SCHOLARS
OF THE UNIVERSITY OF OXFORD**

(Isis Project No. 10670)

14 FEB 2014

THIS AGREEMENT dated

is made BETWEEN:

- (1) **NATURAL ENVIRONMENT RESEARCH COUNCIL** whose registered office/principal place of business is at Polaris House, North Star Avenue, Swindon SN2 1EU (the "Assignor");
- (2) **ISIS INNOVATION LIMITED**, a wholly-owned subsidiary of the University of Oxford, whose registered office is at University Offices, Wellington Square, Oxford OX1 2JD, England ("Isis"); and
- (3) **THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD**, whose administrative offices are at Wellington Square, Oxford OX1 2JD, England (the "University").

WHEREAS:

The Assignor has agreed for the University, through Isis, to take forward the exploitation of technology relating to 'Structure-function relationships of novel anticoagulants from tropical bont tick *Amblyomma variegatum*' (Isis Project No. 10670).

1. ASSIGNMENT

The Assignor assigns to Isis absolutely:

- 1.1 all the Assignor's right, title and interest in and to the patent applications described in Schedule 1 (the "Applications");
- 1.2 the right to apply for patent protection or other similar protection in any member state of the European Patent Convention and in the United States (collectively, the "Territory") in respect of any invention disclosed in the Applications (the "Invention"), and the right to claim priority under the International Convention for the Protection of Industrial Property, and under any other relevant International Convention or Treaty, for each country of the Territory in which application may be made by Isis;
- 1.3 the right to sue for damages and other remedies in respect of any infringement of such applications or patents referred to in clauses 1.1 and 1.2 which may have occurred prior to the date of this Agreement; and
- 1.4 such rights as the Assignor and its employees jointly or severally may have to sue for and obtain injunctive relief, damages and other relief in respect of any infringement of the rights referred to in this clause 1.

Hereinafter, the rights assigned under this clause 1 shall be referred to as the "Assigned Rights".

2. UNDERTAKINGS BY THE ASSIGNOR

- 2.1 The Assignor warrants to Isis and the University to the best of its actual knowledge, having made enquiries of Professor Nuttall, but without having made any additional enquiries or carried out any searches:

- 2.1.1 the Assignor owns all rights in the Invention;

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- 2.1.2 the Assignor has not previously granted any options or licences to, or entered into any agreements or other arrangements with, any third party in relation to the Assigned Rights, or created any encumbrances on or in respect of the Assigned Rights, that are in effect at the date of this Agreement, except in accordance with clause 3.1;
- 2.1.3 the Assignor has full power to enter into this Agreement, and the right to assign the Assigned Rights; and
- 2.1.4 at the date of this Agreement, the Assignor is not aware that any infringement of any patent or other intellectual property right of a third party will necessarily arise out of the exercise of the Assigned Rights.
- 2.2 Without limiting the scope of clause 2.1 NERC gives no warranty or representation, express or implied:
- 2.2.1 as to the efficacy or usefulness of any of the Assigned Rights;
- 2.2.2 subject to clause 2.1.4, that the use of any of the Assigned Rights or exercise of any rights granted under this Agreement will not infringe any Intellectual Property Rights or other rights of any third party;
- 2.2.3 that the Assigned Rights or any other information communicated by NERC to Isis under or in connection with this Agreement will produce products of satisfactory quality, merchantability or fit for any purpose; or
- 2.2.4 of the patentability of any of the Assigned Rights or of the enforceability of any patents issuing thereupon, if any.
- 2.3 The Assignor covenants with Isis:
- 2.3.1 to permit and enable Isis to apply for, and to take all reasonable steps to assist Isis in obtaining and defending, the grant of patent or similar protection in respect of the Invention in any country or territory of the Territory, as may be required by Isis;
- 2.3.2 at the request of Isis, to execute and do all such documents, acts and things as may be necessary for the purpose of clause 2.3.1, and for vesting the Invention and any relevant application or patent in the Territory in Isis absolutely; and
- 2.3.3 at the request and cost of Isis, to co-operate with and assist Isis in defending or taking action against any infringement of rights in the Invention in the Territory.

3. GRANT BACK BY ISIS, EXPLOITATION, AND UNDERTAKINGS BY ISIS

- 3.1 Isis grants to the Assignor an irrevocable, royalty-free, non-exclusive, sub-licensable licence in perpetuity to use the Assigned Rights for research, teaching or other scholarly use which is undertaken for the purposes of education and research ('Academic and Research Purposes'). The licence under this clause 3.1 may be sub-licensed to the National University of Singapore ("NUS") and the Institute of Zoology, Slovak Academy of Sciences ("SAS") only and may not be further sub-licensed by either NUS or SAS.

- 3.2 Isis grants to the University an irrevocable, royalty-free, non-exclusive, non-sublicensable licence in perpetuity to use the Assigned Rights for Academic and Research Purposes and for the purpose of diagnosing, treating and/or managing the health of persons under the care of an individual having the right to use the Assigned Rights ('Clinical Patient Care').
- 3.3 Isis will use all reasonable endeavours to exploit the Assigned Rights by the granting of revenue-generating licences, and to license on terms which produce a reasonable income flow; but exploitation is to be undertaken by Isis in such manner and upon such terms as Isis shall in its discretion think fit. The Assignor accepts that Isis will not be responsible in any way for the nature, extent or effectiveness of the exploitation.

4. REVENUE SHARING

- 4.1 The University will account to the Assignor for [REDACTED] of the Net Receipts. "Net Receipts" means the gross receipts of Isis from the exploitation of any of the Assigned Rights through the grant of licences, less the costs incurred by Isis and the University in connection with the exploitation and in connection with the protection of the Assigned Rights. Such costs include:

4.1.1 official filing fees;

4.1.2 patent agents' costs and legal, accounting and other advisory and consultancy fees, including those incurred in connection with agreements with Third Party Proprietors (as defined in clause 4.1.3), but excluding those incurred in connection with this Agreement;

4.1.3 licence fees and other revenue shares payable to parties not signatories to this Agreement ("Third Party Proprietors") for the right to bundle other properties with the Assigned Rights for exploitation purposes;

(the costs referred to in clauses 4.1.1, 4.1.2 and 4.1.3 shall hereinafter be referred to as "Patent Costs")

4.1.4 a charge for Isis overheads, being a sum equal to [REDACTED] of the gross receipts less the Patent Costs;

4.1.5 Value Added, sales, excise and withholding taxes which are imposed in respect of the gross receipts, the Net Receipts or the costs referred to in this clause 4.1, and which Isis is unable to offset or recover.

- 4.2 Within sixty days after the end of December each year in which Net Receipts have arisen, Isis and/or the University will supply the Assignor with a statement of all Net Receipts during that year, accompanied by a calculation of the percentage due to the Assignor which identifies the costs deducted. The statement will show the Net Receipts in pounds sterling. The Assignor will then issue the University with an invoice for the percentage due to the Assignor, and the University will settle that invoice within thirty days after its receipt. For the avoidance of doubt, there is no obligation to return a null statement in a year when no gross receipts are received.

- 4.3 Where under English law income tax is required to be deducted from the percentage due to the Assignor, the University will make the deduction, account to HM Revenue and Customs, and issue the Assignor with a tax deduction certificate.
- 4.4 Isis and the University will keep proper books and records containing all data necessary for the calculation of the Assignor's revenue share. On receipt of written request, no more than once a year, Isis and/or the University will supply the Assignor with a statement of such accounts, certified as correct by the Managing Director of Isis and/or the University's Director of Finance. At the request of the Assignor, the statement will be certified as correct by the auditors of Isis, with the cost being deductible as a cost for the purpose of clause 4.1.
- 4.5 Neither Isis nor the University shall pay revenue to individual employees of the Assignor. The payment of revenue to the Assignor under this Agreement in exchange for assignment constitutes the full financial commitment of the University and Isis to the Assignor and its employees, students, agents and/or appointees.

5. RE-ASSIGNMENT

- 5.1 Isis will not during the term of this Agreement abandon the prosecution of any patent application within the Assigned Rights or allow any patent it owns within the Assigned Rights to lapse without first serving written notice on the Assignor ("Notice"). Within sixty (60) days after the receipt of any such Notice, the Assignor may notify Isis stating that it wishes to take a re-assignment of the Assigned Rights identified in the Notice (the "Selected IP"), in which case Isis will re-assign the Selected IP to the Assignor. If the Assignor does not request a re-assignment of the Selected IP within sixty (60) days after the date of Notice, Isis may abandon the Selected IP or allow it to lapse (as applicable). Any Notice must be given no less than sixty (60) days before any payment or action is due in respect of the Selected IP, and the Assignor will be liable for all of the Patent Costs due sixty (60) days or more after the date of the Notice with regards to any Selected IP it requests to be re-assigned to it.
- 5.2 The re-assignment of any Selected IP under clause 5.1 by Isis to the Assignor will be subject to the Assignor:
- 5.2.1 entering into novation agreements with Isis and any third party or third parties with which Isis has entered into any contract for the exploitation of any of the Assigned Rights being re-assigned; and
 - 5.2.2 granting to the University an irrevocable, royalty-free, non-exclusive licence in the Territory (without the right to sub-license) to use the Assigned Rights solely for Academic and Research Purposes and Clinical Patient Care.

6. LIMITATION OF LIABILITY

- 6.1 The Assignor undertakes to make no claim in connection with this Agreement or its subject matter against any employee, student, agent or appointee of Isis or the University (apart from claims based on fraud or deliberate default). This undertaking is intended to give protection to individuals: it does not prejudice any right which the Assignor might have to claim against Isis or the University. The benefit conferred by this sub-clause is intended to be enforceable by the persons referred to in it.

- 6.2 Subject to clause 6.4, each party's liability for any breach of this Agreement, for any negligence, or arising in any other way out of the subject-matter of this Agreement will not extend to any indirect damages or losses, or to any loss of profits, loss of revenue, loss of business, loss of data, loss of contracts or opportunity, whether direct or indirect (but will include any non-payment of revenue share payable to the Assignor under clause 4); even if, in any such case, the party bringing the claim has advised the other party in receipt of the claim of the possibility of those losses or if they were within the contemplation of the party in receipt of the claim.
- 6.3 The maximum aggregate liability of the University and Isis to the Assignor and of the Assignor to the University and Isis for any loss or damage whatsoever arising under or otherwise in connection with this Agreement or its subject matter shall not exceed the sum of [REDACTED] or, in the case of breach by the University of clause 4.1 above, the amount of the revenue share plus any interest thereon payable to the Assignor by the University from time to time under clause 4.1 above.
- 6.4 Nothing in this Agreement limits or excludes any party's liability for:
- 6.4.1 death or personal injury resulting from negligence; or
- 6.4.2 any fraud or any sort of liability which, by law, cannot be limited or excluded.
- 6.5 If any sub-clause of this clause 6 is held to be invalid or unenforceable under any applicable statute or rule of law then it shall be deemed to be omitted, and if as a result any party becomes liable for loss or damage which would otherwise have been excluded then such liability shall be subject to the remaining sub-clauses of this clause 6.

7. GENERAL

- 7.1 The Assignor will use all reasonable endeavours to keep confidential all information relevant to the Assigned Rights which is in the Assignor's possession, and which is not disclosed by a published patent application filed by Isis. The parties recognise, however, that the Assignor has retained all rights in the Assigned Rights outside of the Territory, including the right to exploit the Assigned Rights to third parties outside the Territory, and that the Assignor will use all reasonable endeavours to ensure that the Assigned Rights are not compromised by the disclosure of any confidential information relevant to the Assigned Rights in the Assignor's use or exploitation of such retained rights.
- 7.2 Subject to clause 7.12 and to what follows in this clause, Isis will use all reasonable endeavours to keep confidential all information relevant to the Assigned Rights that is in Isis's possession. The parties recognise, however, that Isis will attempt to exploit the Assigned Rights to third parties, and that Isis will use all reasonable endeavours to ensure that all licensees and potential licensees keep confidential all information relevant to the Assigned Rights which is in Isis's possession.
- 7.3 If performance by any party of any of its obligations under this Agreement is prevented by circumstances beyond its reasonable control, that party shall be excused from performance of that obligation for the duration of the relevant event.

- 7.4 This Agreement is not transferable, and no party may purport to assign it (in whole or in part) without the prior written consent of the other parties.
- 7.5 No one except a party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a party to this Agreement may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.
- 7.6 Nothing in this Agreement will create, imply or evidence any partnership or joint venture between the parties, or the relationship between any of them of principal and agent.
- 7.7 This Agreement constitutes the entire agreement between the parties for the assignment and exploitation of the Assigned Rights; and no statements or representations made by any party other than those expressly set out in this Agreement have been relied upon by any other in entering into this Agreement.
- 7.8 Any variation of this Agreement shall be in writing and signed by authorised representatives of all the parties.
- 7.9 This Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute an original of this Agreement, but all the counterparts will together constitute the same agreement. No counterpart will be effective until each party has executed at least one counterpart.
- 7.10 This Agreement is governed by English law, and, subject to clause 7.11, the English Courts shall have exclusive jurisdiction to deal with any dispute that may arise out of or in connection with this Agreement.
- 7.11 Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the law of England.
- 7.12 If the University receives a request under the Freedom of Information Act 2000 to disclose any information concerning this Agreement or its subject matter that may be considered confidential, it will notify and will consult with the Assignor. The Assignor will respond to the University within seven (7) days after receiving the University's notice if that notice requests the Assignor to provide information to assist the University to determine whether or not an exemption to the Freedom of Information Act applies to the information requested under that Act.

8. NOTICE

The Assignor's representative for the purpose of receiving notices and payments shall until further notice be:

Head of Risk and Legal

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Natural Environment Research Council
Polaris House
North Star Avenue
Swindon SN2 1EU

The representative of Isis for the purpose of receiving notices shall until further notice be:

The Managing Director
Isis Innovation Limited
Ewert House
Ewert Place
Summertown
Oxford OX2 7SG
England

The representative of the University for the purpose of receiving notices shall until further notice be:

The Director of Research Services
University of Oxford
University Offices
Wellington Square
Oxford OX1 2JD
England

AS WITNESS the hands of authorised signatories for the parties on the date first mentioned above.

SIGNED for and on behalf of
NATURAL ENVIRONMENT RESEARCH COUNCIL:

Name: DEBORAH COSGROVE

Position: HEAD OF NERC LEGAL TEAM

Signature: 

SIGNED for and on behalf of ISIS
INNOVATION LIMITED:

Name: Linda Naylor
Head of Technology Transfer
and Consulting
Position: Isis Innovation LTD

Signature: 
3005239/3

**SIGNED for and on behalf of
THE CHANCELLOR, MASTERS
AND SCHOLARS OF THE UNIVERSITY
OF OXFORD:**

Name: Lucy Booth
IP Rights Manager
Research Services
University of Oxford

Position:

Signature:



Schedule 1

Subject	Country	Status	Application No.	Filing Date
Methods of direct thrombin inhibition (variants of varieggin)	Europe	Pending	08789059.6	18.06.08
	US	Pending	12/665,256	18.06.08
Method of modifying serine protease inhibitors (SP1)	Europe	Pending	10718258.6	05.05.10
	US	Pending	13/319,051	05.05.10