## 503732679 03/11/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3779321

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
ALAN ASHWORTH	10/14/2014
CHRISTOPHER JAMES LORD	10/14/2014
RICHARD JAMES ROWLAND ELLIOTT	10/14/2014
DAN NICULESCU-DUVAZ	10/09/2014
RODERICK ALAN PORTER	10/20/2014
REHAN AQIL	10/13/2014
RAYMOND JOHN BOFFEY	10/10/2014
MELANIE JAYNE BAYFORD	10/17/2014
STUART FIRTH-CLARK	10/13/2014
ANNA HOPKINS	10/10/2014
ASHLEY NICHOLAS JARVIS	10/10/2014
TREVOR ROBERT PERRIOR	10/10/2014
PHILIP ALAN SKONE	10/10/2014
REBEKAH ELISABETH KEY	10/15/2014

#### **RECEIVING PARTY DATA**

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#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14917788

#### **CORRESPONDENCE DATA**

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PATENT REEL: 038065 FRAME: 0631

503732679

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ATTORNEY DOCKET NUMBER:	51008-007001	
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DATE SIGNED:	03/11/2016	

**Total Attachments: 88** 

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# ASSIGNMENT OF INVENTION AND RELATED INTELLECTUAL PROPERTY RIGHTS

#### Parties:

#### 1 'The inventors'

#### **ALAN ASHWORTH**

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

#### **CHRISTOPHER JAMES LORD**

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

#### RICHARD JAMES ROWLAND ELLIOTT

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

#### **DAN NICULESCU-DUVAZ**

of: The Institute of Cancer Research, Cancer Research UK Cancer Therapeutics Unit, 15 Cotswold Road, Sutton, Surrey, SM2 5NG, United Kingdom.

#### RODERICK ALAN PORTER

of: The Wellcome Trust Limited, 215 Euston Road, London, NW1 2BE, United Kingdom.

## **REHAN AQIL**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **RAYMOND JOHN BOFFEY**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **MELANIE JAYNE BAYFORD**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### STUART FIRTH-CLARK

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#### **ANNA HOPKINS**

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#### **ASHLEY NICHOLAS JARVIS**

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#### TREVOR ROBERT PERRIOR

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

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Assignment GB 1316173.2, GB 1403496.1, GB 1410387.3 & PCT/GB2014/052752

#### PHILIP ALAN SKONE

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### REBEKAH ELISABETH KEY

of: 33 Albert Place, La Route Du Port Elizabeth, St Helier, JE2 4EA, Jersey

#### 2 'Domainex'

#### **DOMAINEX LIMITED**

of: London Bioscience Innovation Centre, 2 Royal College Street, London, NW1 0NH, United Kingdom. (Company No. 04336899 incorporated under the laws of England & Wales)

#### 3 'The Wellcome Trust'

The Wellcome Trust Limited as Trustee of the Wellcome Trust of: 215 Euston Road, London, NW1 2BE, United Kingdom. (Company No. 02711000, incorporated under the laws of England & Wales)

#### 4 'The ICR'

institute of cancer research: Royal cancer Hospital (THE) of: 123 Old Brompton Road, London, SW7 3RP, United Kingdom. (Company No. 00534147, incorporated under the laws of England & Wales)

#### Recitals:

- (A) The Inventors are the joint inventors of the invention or inventions entitled "Compounds and Their Therapeutic Use" and "3-Aryl-5-substituted-isoquinolin-1-one Compounds and Their Therapeutic Use" (hereinafter referred to as "The Invention") for which United Kingdom (GB) patent application number 1316173.2 (hereinafter referred to as "The First Priority Application"); United Kingdom (GB) patent application number 1403496.1 (hereinafter referred to as "The Second Priority Application"); United Kingdom (GB) patent application number 1410387.3 (hereinafter referred to as "The Third Priority Application"); and International (PCT) patent application number PCT/GB2014/052752 (hereinafter referred to as "The PCT Applications"), as set out in the Schedule hereto, have been filed. (The three priority applications being hereinafter referred to collectively as "The Priority Applications". The Priority Applications and The PCT Application together with any subsequent applications being hereinafter referred to collectively as "The Patent Applications".)
- **(B)** The Priority Applications and the PCT Application were filed in the name of The ICR.
- (C) The Inventors, Domainex, The Wellcome Trust, and The ICR agreed before The First Priority Application was filed that The ICR would be the sole owner of The Invention and The Patent Applications.
- (D) In pursuance of that agreement, The Inventors, Domainex, The Wellcome Trust, and The ICR have agreed to execute this Assignment in order to confirm and ensure that all rights, title and interest worldwide in, to, under and arising from The Invention and The Patent Applications belong to The ICR.

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- (E) Inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ were at all material times employed by The ICR to carry out the research from which their contribution to The Invention and The Patent Applications arose.
- (F) Inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (The ICR), their contribution to The Invention and all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belongs to their employer (The ICR).
- (G) Inventor PORTER was at all material times an independent self-employed consultant under contract with The Wellcome Trust to carry out the research from which his contribution to The Invention and The Patent Applications arose.
- (H) Inventor PORTER has agreed to execute this Assignment in order to confirm and ensure that, as between him and his contractor (The Wellcome Trust), his contribution to The Invention and all his rights, title and interest in, to, under and arising from The Invention and The Patent Applications belongs to his contractor (The Wellcome Trust).
- (I) The Wellcome Trust has assisted The ICR with the provision of resources in regard to the Invention, including the contributions of inventor PORTER.
- (J) The Wellcome Trust has agreed to execute this Assignment in order to confirm and ensure that, as between them and The ICR, all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belong to The ICR.
- (K) Inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY were at all material times employed by Domainex to carry out the research from which their contribution to The Invention and The Patent Applications arose.
- (L) Inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (Domainex), their contribution to The Invention and The Patent Applications belongs to their employer (Domainex).
- (M) Domainex has agreed to execute this Assignment in order to confirm and ensure that, as between them and The ICR, all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belong to The ICR.

#### Operative provisions:

- In consideration for the payment of £1.00 by The ICR to each of inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ (the receipt and adequacy of which are hereby acknowledged), and to the extent that they have not already done so, those inventors hereby sell and assign to The ICR absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- In consideration for the payment of £1.00 by Domainex to each of inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY (the receipt and adequacy of which are hereby acknowledged), and to the extent that they have not already done so, those inventors hereby sell and assign to Domainex absolutely and free from incumbrances all their rights title and interest in, to, under, and

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arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.

- In consideration for the payment of £1.00 by The ICR to Domainex (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, Domainex hereby sells and assigns to The ICR absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- In consideration for the payment of £1.00 by The Wellcome Trust to inventor PORTER (the receipt and adequacy of which are hereby acknowledged), and to the extent that he has not already done so, that inventor hereby sells and assigns to The Wellcome Trust absolutely and free from incumbrances all his rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- In consideration for the payment of £1.00 by The ICR to The Wellcome Trust (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, The Wellcome Trust hereby sells and assigns to The ICR absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- The rights sold and assigned in clauses 1 through 5 above are all rights title and interest in, to, under, and arising from The Invention and The Patent Applications, including:
  - 6.1 all rights title and interest in all countries of the world in, to, under, and arising from The Invention; The Patent Applications; and all patent applications derived therefrom and any and all patent applications linked by priority thereto and any and all divisionals, continuations and continuations-in-part of any of the aforesaid patent applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof;
  - all such rights to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of The Invention to the intent that the grant of any patents or other intellectual property protection for The Invention shall be in the name of and shall vest in The ICR or its successors or assigns; and
  - 6.3 all such rights to claim priority from one or more or all of The Patent Applications in any and all subsequent applications for protection for The Invention, such rights to be enjoyed by The ICR with effect from the dates of filing of The Patent Applications, respectively;

to the intent that The ICR shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by The Inventors, Domainex, and The Wellcome Trust had this Assignment not been made.

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- 7 The Inventors, Domainex, The Wellcome Trust, and The ICR hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any future patent applications in Canada or the United States or any other countries or regions of the world which fall within the scope of clauses 1 to 6 above, 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 intellectual property office for recordation of this document.
- The Inventors, Domainex, and The Wellcome Trust hereby UNDERTAKE that at the request and cost of The ICR or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all patent applications which relate to The Invention) as may be reasonably necessary or desirable to secure the vesting in The ICR or its successors or assigns of all rights title and interest assigned to The ICR hereunder and to confirm the title of The ICR or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning The Invention or any application for patent or other intellectual property protection for The Invention or any intellectual property protection granted pursuant to any such application.
- The Inventors, Domainex, and The Wellcome Trust hereby request the relevant authorities in all countries of the world to issue any patents granted for The Invention in the name of The ICR or its successors or assigns in accordance with this Assignment.
- This Assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of each of The Inventors, Domainex, and The Wellcome Trust, and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of The ICR.
- This agreement shall be governed by and interpreted in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Assignment and undertaking:

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## - Page 6 of 11 -

## SCHEDULE

Mewburn Ellis LLP REFERENCE NO.	COUNTRY	APPLICATION NUMBER	FILING DATE
6919021	GB	1316173.2	11 September 2013
6965479	GB	1403496.1	27 February 2014
6985006	GB	1410387.3	11 June 2014
7061583	WO	PCT/GB2014/052752	11 September 2014
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SIGNED by ALAN ASHWORTH at (city, country): (a) (city, country): (b) (city) (ci
SIGNED by CHRISTOPHER JAMES LORD at (city, country) on (date):  in the presence of: Witness Signature: Name: Address:
SIGNED by RICHARD JAMES ROWLAND ELLIOTT at (city, country): A Company on (date): Signature: Signature: Signature: Address: Yi First Row (Low) (L
SIGNED by  DAN NICULESCU-DUVAZ at (city, country):

SIGNED by )  RODERICK ALAN PORTER  at (city, country): ) on (date): )  in the presence of:  Witness  Signature: Name: Address:	) Signature:
SIGNED by REHAN AQIL at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	Signature:
SIGNED by RAYMOND JOHN BOFFEY at (city, country):	Signature

SIGNED by  MELANIE JAYNE BAYFORD  at (city, country): on (date):  in the presence of: Witness Signature: Name: Address:	
SIGNED by STUART FIRTH-CLARK at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	
SIGNED by ANNA HOPKINS at (city, country): on (date):  in the presence of: Witness Signature: Name: Address:	Signature:
SIGNED by  ASHLEY NICHOLAS JARVIS  at (city, country):	Signature:

	See also were the control of the Con
SIGNED by TREVOR ROBERT PERRIOR at (city, country):) on (date):)	Signature:
in the presence of:  Witness Signature: Name: Address:	
: :	
SIGNED by PHILIP ALAN SKONE at (city, country):	
Signature: Name: Address:	
SIGNED by  REBEKAH ELISABETH KEY  at (city, country):) on (date):)	Signature
in the presence of:) Witness Signature: Name: Address:	

		***************************************
SIGNED for and on behalf of DOMAINEX LIMITED at (city, country): on (date): in the presence of: Witness Signature: Name: Address:		Signature:  Name: EDWARD <u>LITTLER</u> Position: CHIEF EXECUTIVE OFFICER
SIGNED for and on behalf of THE WELLCOME TRUST LIMITED AS TRUSTEE OF THE WELLCOME TRUST at (city, country): on (date):		Signature: Name: Position: Signature: Name: Position:
in the presence of: Witness Signature: Name: Address:		
SIGNED for and on behalf of INSTITUTE OF CANCER RESEARCH: ROYAL CANCER HOSPITAL (THE) at (city, country):	) ) )	Signature:  Name: ANGELA <u>KUKULA</u> Position: DIRECTOR OF ENTERPRISE
in the presence of:  Witness Signature: Name: Address:		



# ASSIGNMENT OF INVENTION AND RELATED INTELLECTUAL PROPERTY RIGHTS

#### Parties:

#### 1 'The Inventors'

#### **ALAN ASHWORTH**

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

### CHRISTOPHER JAMES LORD

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

#### RICHARD JAMES ROWLAND ELLIOTT

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

#### DAN NICULESCU-DUVAZ

of: The Institute of Cancer Research, Cancer Research UK Cancer Therapeutics Unit, 15 Cotswold Road, Sutton, Surrey, SM2 5NG, United Kingdom.

#### RODERICK ALAN PORTER

of: The Wellcome Trust Limited, 215 Euston Road, London, NW1 2BE, United Kingdom.

#### REHAN AQIL

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#### **RAYMOND JOHN BOFFEY**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **MELANIE JAYNE BAYFORD**

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#### **ANNA HOPKINS**

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### **ASHLEY NICHOLAS JARVIS**

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#### REBEKAH ELISABETH KEY

of: 33 Albert Place, La Route Du Port Elizabeth, St Helier, JE2 4EA, Jersey,

#### 2 'Domainex'

#### **DOMAINEX LIMITED**

of: London Bioscience Innovation Centre, 2 Royal College Street, London, NW1 0NH, United Kingdom. (Company No. 04336899 incorporated under the laws of England & Wales)

#### 3 'The Wellcome Trust'

The Wellcome Trust Limited as Trustee of the Wellcome Trust of: 215 Euston Road, London, NW1 2BE, United Kingdom. (Company No. 02711000, incorporated under the laws of England & Wales)

#### 4 'The ICR'

INSTITUTE OF CANCER RESEARCH: ROYAL CANCER HOSPITAL (THE) of: 123 Old Brompton Road, London, SW7 3RP, United Kingdom. (Company No. 00534147, incorporated under the laws of England & Wales)

#### Recitals:

- (A) The Inventors are the joint inventors of the invention or inventions entitled "Compounds and Their Therapeutic Use" and "3-Aryl-5-substituted-isoquinolin-1-one Compounds and Their Therapeutic Use" (hereinafter referred to as "The Invention") for which United Kingdom (GB) patent application number 1316173.2 (hereinafter referred to as "The First Priority Application"); United Kingdom (GB) patent application number 1403496.1 (hereinafter referred to as "The Second Priority Application"); United Kingdom (GB) patent application number 1410387.3 (hereinafter referred to as "The Third Priority Application"); and International (PCT) patent application number PCT/GB2014/052752 (hereinafter referred to as "The PCT Application"), as set out in the Schedule hereto, have been filed. (The three priority applications being hereinafter referred to collectively as "The Priority Applications". The Priority Applications and The PCT Application together with any subsequent applications being hereinafter referred to collectively as "The Patent Applications".)
- (B) The Priority Applications and the PCT Application were filed in the name of The ICR.
- (C) The Inventors, Domainex, The Wellcome Trust, and The ICR agreed before The First Priority Application was filed that The ICR would be the sole owner of The Invention and The Patent Applications.
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- (E) Inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ were at all material times employed by The ICR to carry out the research from which their contribution to The Invention and The Patent Applications arose.
- (F) Inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (The ICR), their contribution to The Invention and all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belongs to their employer (The ICR).
- (G) Inventor PORTER was at all material times an independent self-employed consultant under contract with The Wellcome Trust to carry out the research from which his contribution to The Invention and The Patent Applications arose.
- (H) Inventor PORTER has agreed to execute this Assignment in order to confirm and ensure that, as between him and his contractor (The Wellcome Trust), his contribution to The Invention and all his rights, title and interest in, to, under and arising from The Invention and The Patent Applications belongs to his contractor (The Wellcome Trust).
- (I) The Wellcome Trust has assisted The ICR with the provision of resources in regard to the Invention, including the contributions of inventor PORTER.
- (J) The Wellcome Trust has agreed to execute this Assignment in order to confirm and ensure that, as between them and The ICR, all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belong to The ICR.
- (K) Inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY were at all material times employed by Domainex to carry out the research from which their contribution to The Invention and The Patent Applications arose.
- (L) Inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (Domainex), their contribution to The Invention and The Patent Applications belongs to their employer (Domainex).
- (M) Domainex has agreed to execute this Assignment in order to confirm and ensure that, as between them and The ICR, all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belong to The ICR.

#### Operative provisions:

- In consideration for the payment of £1.00 by The ICR to each of inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ (the receipt and adequacy of which are hereby acknowledged), and to the extent that they have not already done so, those inventors hereby sell and assign to The ICR absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- In consideration for the payment of £1.00 by Domainex to each of Inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY (the receipt and adequacy of which are hereby acknowledged), and to the extent that they have not already done so, those inventors hereby sell and assign to Domainex absolutely and free from incumbrances all their rights title and interest in, to, under, and

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arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.

- In consideration for the payment of £1.00 by The ICR to Domainex (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, Domainex hereby sells and assigns to The ICR absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- In consideration for the payment of £1.00 by The Wellcome Trust to inventor PORTER (the receipt and adequacy of which are hereby acknowledged), and to the extent that he has not already done so, that inventor hereby sells and assigns to The Wellcome Trust absolutely and free from incumbrances all his rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- In consideration for the payment of £1.00 by The ICR to The Wellcome Trust (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, The Wellcome Trust hereby sells and assigns to The ICR absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- The rights sold and assigned in clauses 1 through 5 above are all rights title and interest in, to, under, and arising from The Invention and The Patent Applications, including:
  - 6.1 all rights title and interest in all countries of the world in, to, under, and arising from The Invention; The Patent Applications; and all patent applications derived therefrom and any and all patent applications linked by priority thereto and any and all divisionals, continuations and continuations-in-part of any of the aforesaid patent applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof;
  - all such rights to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of The Invention to the intent that the grant of any patents or other intellectual property protection for The Invention shall be in the name of and shall vest in The ICR or its successors or assigns; and
  - all such rights to claim priority from one or more or all of The Patent Applications in any and all subsequent applications for protection for The Invention, such rights to be enjoyed by The ICR with effect from the dates of filing of The Patent Applications, respectively;

to the intent that The ICR shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by The Inventors, Domainex, and The Wellcome Trust had this Assignment not been made.

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- 7 The Inventors, Domainex, The Wellcome Trust, and The ICR hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any future patent applications in Canada or the United States or any other countries or regions of the world which fall within the scope of clauses 1 to 6 above, 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 intellectual property office for recordation of this document.
- The Inventors, Domainex, and The Wellcome Trust hereby UNDERTAKE that at the request and cost of The ICR or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all patent applications which relate to The Invention) as may be reasonably necessary or desirable to secure the vesting in The ICR or its successors or assigns of all rights title and interest assigned to The ICR hereunder and to confirm the title of The ICR or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning The Invention or any application for patent or other intellectual property protection for The Invention or any intellectual property protection granted pursuant to any such application.
- The Inventors, Domainex, and The Wellcome Trust hereby request the relevant authorities in all countries of the world to issue any patents granted for The Invention in the name of The ICR or its successors or assigns in accordance with this Assignment.
- This Assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of each of The Inventors, Domainex, and The Wellcome Trust, and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of The ICR.
- This agreement shall be governed by and interpreted in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Assignment and undertaking

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### **SCHEDULE**

· p		<u> </u>	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Mewburn Ellis LLP REFERENCE NO.	COUNTRY	APPLICATION NUMBER	FILING DATE
6919021	GB	1316173.2	11 September 2013
6965479	GB	1403496.1	27 February 2014
6985006	GB	1410387.3	11 June 2014
7061583	WO	PCT/GB2014/052752	11 September 2014
	I	}	

SIGNED by ALAN ASHWORTH at (city, country):) on (date):) Signature: in the presence of: Witness Signature:
Name:
SIGNED by CHRISTOPHER JAMES LORD at (city, country): on (date): in the presence of: Witness
Signature: Name: Address:
SIGNED by RICHARD JAMES ROWLAND ELLIOTT at (city, country):
SIGNED by  DAN NICULESCU-DUVAZ  at (city, country): Landulk, U.K.  on (date): Signature: AAR
in the presence of:  Witness Signature: Name: ALTAR ART FIRLD ANAD., SW 49, 3 TQ WIMBLEDOW

3	***************************************
SIGNED by RODERICK ALAN PORTER at (city, country): ) on (date): ) in the presence of: Witness Signature: Name: Address:	) Signature:
SIGNED by REHAN AQIL at (city, country):	Signature:
SIGNED by RAYMOND JOHN BOFFEY at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	Signature:

# - Page 9 of 11 -

SIGNED by  MELANIE JAYNE BAYFORD  at (city, country):) on (date):)  in the presence of:  Witness	Signature:
Signature: Name: Address:	
,	
SIGNED by STUART FIRTH-CLARK at (city, country):	Signature
in the presence of: Witness Signature: Name: Address:	
SIGNED by ANNA HOPKINS at (city, country):	Signature:
in the presence of: Witness Signature: Name: Address:	
SIGNED by  ASHLEY NICHOLAS JARVIS  at (city, country):	Signature:
in the presence of:  Witness Signature: Name: Address:	

WJW/LP7061583 TNKS2-PCT

SIGNED by  TREVOR ROBERT PERRIOR  at (city, country): on (date):  in the presence of:  Witness Signature: Name: Address:
SIGNED by  PHILIP ALAN SKONE  at (city, country):
SIGNED by  REBEKAH ELISABETH KEY  at (city, country):
in the presence of:) Witness Signature: Name: Address:

## - Page 11 of 11 -

SIGNED for and on behalf of  DOMAINEX LIMITED  at (city, country): on (date):  in the presence of: Witness Signature: Name: Address:	
SIGNED for and on behalf of THE WELLCOME TRUST LIMITED AS TRUSTEE OF THE WELLCOME TRUST at (city, country): on (date):  in the presence of: Witness Signature: Name: Address:	Signature: Name: Position: Signature: Name: Position:
SIGNED for and on behalf of INSTITUTE OF CANCER RESEARCH: ROYAL CANCER HOSPITAL (THE) at (city, country): on (date):	Signature: Name: ANGELA <u>KUKULA</u> Position: DIRECTOR OF ENTERPRISE
in the presence of:  Witness Signature: Name: Address:	

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# ASSIGNMENT OF INVENTION AND RELATED INTELLECTUAL PROPERTY RIGHTS

#### Parties:

#### 1 'The Inventors'

## **ALAN ASHWORTH**

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

#### **CHRISTOPHER JAMES LORD**

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

#### RICHARD JAMES ROWLAND ELLIOTT

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

#### DAN NICULESCU-DUVAZ

of: The Institute of Cancer Research, Cancer Research UK Cancer Therapeutics Unit, 15 Cotswold Road, Sutton, Surrey, SM2 5NG, United Kingdom.

#### RODERICK ALAN PORTER

of: The Wellcome Trust Limited, 215 Euston Road, London, NW1 2BE, United Kingdom.

#### **REHAN AQIL**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **RAYMOND JOHN BOFFEY**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **MELANIE JAYNE BAYFORD**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### STUART FIRTH-CLARK

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **ANNA HOPKINS**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **ASHLEY NICHOLAS JARVIS**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### TREVOR ROBERT PERRIOR

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

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#### PHILIP ALAN SKONE

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### REBEKAH ELISABETH KEY

of: 33 Albert Place, La Route Du Port Elizabeth, St Helier, JE2 4EA, Jersey.

#### 2 'Domainex'

#### DOMAINEX LIMITED

of: London Bioscience Innovation Centre, 2 Royal College Street, London, NW1 0NH, United Kingdom. (Company No. 04336899 incorporated under the laws of England & Wales)

#### 3 'The Wellcome Trust'

The Wellcome Trust Limited as Trustee of the Wellcome Trust of: 215 Euston Road, London, NW1 2BE, United Kingdom. (Company No. 02711000, incorporated under the laws of England & Wales)

#### 4 'The ICR'

institute of cancer research: Royal cancer Hospital (THE) of: 123 Old Brompton Road, London, SW7 3RP, United Kingdom. (Company No. 00534147, incorporated under the laws of England & Wales)

#### Recitals:

- (A) The Inventors are the joint inventors of the invention or inventions entitled "Compounds and Their Therapeutic Use" and "3-Aryl-5-substituted-isoguinolin-1-one Compounds and Their Therapeutic Use" (hereinafter referred to as "The Invention") for which United Kingdom (GB) patent application number 1316173.2 (hereinafter referred to as "The First Priority Application"); United Kingdom (GB) patent application number 1403496.1 (hereinafter referred to as "The Second Priority Application"); United Kingdom (GB) patent application number 1410387.3 (hereinafter referred to as "The Third Priority Application"); and International (PCT) patent application number PCT/GB2014/052752 (hereinafter referred to as "The PCT Application"), as set out in the Schedule hereto, have been filed. (The three priority applications being hereinafter referred to collectively as "The Priority Applications". The Priority Applications and The PCT Application together with any subsequent applications being hereinafter referred to collectively as "The Patent Applications".)
- **(B)** The Priority Applications and the PCT Application were filed in the name of The ICR.
- (C) The Inventors, Domainex, The Wellcome Trust, and The ICR agreed before The First Priority Application was filed that The ICR would be the sole owner of The Invention and The Patent Applications.
- (D) In pursuance of that agreement, The Inventors, Domainex, The Wellcome Trust, and The ICR have agreed to execute this Assignment in order to confirm and ensure that all rights, title and interest worldwide in, to, under and arising from The Invention and The Patent Applications belong to The ICR.

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- (E) Inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ were at all material times employed by The ICR to carry out the research from which their contribution to The Invention and The Patent Applications arose.
- (F) Inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (The ICR), their contribution to The Invention and all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belongs to their employer (The ICR).
- (G) Inventor PORTER was at all material times an independent self-employed consultant under contract with The Wellcome Trust to carry out the research from which his contribution to The Invention and The Patent Applications arose.
- (H) Inventor PORTER has agreed to execute this Assignment in order to confirm and ensure that, as between him and his contractor (The Wellcome Trust), his contribution to The Invention and all his rights, title and interest in, to, under and arising from The Invention and The Patent Applications belongs to his contractor (The Wellcome Trust).
- (I) The Wellcome Trust has assisted The ICR with the provision of resources in regard to the Invention, including the contributions of inventor PORTER.
- (J) The Wellcome Trust has agreed to execute this Assignment in order to confirm and ensure that, as between them and The ICR, all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belong to The ICR.
- (K) Inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY were at all material times employed by Domainex to carry out the research from which their contribution to The Invention and The Patent Applications arose.
- (L) Inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (Domainex), their contribution to The Invention and The Patent Applications belongs to their employer (Domainex).
- (M) Domainex has agreed to execute this Assignment in order to confirm and ensure that, as between them and The ICR, all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belong to The ICR.

#### Operative provisions:

- In consideration for the payment of £1.00 by The ICR to each of inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ (the receipt and adequacy of which are hereby acknowledged), and to the extent that they have not already done so, those inventors hereby sell and assign to The ICR absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- In consideration for the payment of £1.00 by Domainex to each of inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY (the receipt and adequacy of which are hereby acknowledged), and to the extent that they have not already done so, those inventors hereby sell and assign to Domainex absolutely and free from incumbrances all their rights title and interest in, to, under, and

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arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.

- In consideration for the payment of £1.00 by The ICR to Domainex (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, Domainex hereby sells and assigns to The ICR absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- In consideration for the payment of £1.00 by The Wellcome Trust to inventor PORTER (the receipt and adequacy of which are hereby acknowledged), and to the extent that he has not already done so, that inventor hereby sells and assigns to The Wellcome Trust absolutely and free from incumbrances all his rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
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- The rights sold and assigned in clauses 1 through 5 above are all rights title and interest in, to, under, and arising from The Invention and The Patent Applications, including:
  - 6.1 all rights title and interest in all countries of the world in, to, under, and arising from The Invention; The Patent Applications; and all patent applications derived therefrom and any and all patent applications linked by priority thereto and any and all divisionals, continuations and continuations-in-part of any of the aforesaid patent applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof;
  - 6.2 all such rights to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of The Invention to the intent that the grant of any patents or other intellectual property protection for The Invention shall be in the name of and shall vest in The ICR or its successors or assigns; and
  - all such rights to claim priority from one or more or all of The Patent Applications in any and all subsequent applications for protection for The Invention, such rights to be enjoyed by The ICR with effect from the dates of filing of The Patent Applications, respectively;

to the intent that The ICR shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by The Inventors, Domainex, and The Wellcome Trust had this Assignment not been made.

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- 7 The Inventors, Domainex, The Wellcome Trust, and The ICR hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any future patent applications in Canada or the United States or any other countries or regions of the world which fall within the scope of clauses 1 to 6 above, 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 intellectual property office for recordation of this document.
- The Inventors, Domainex, and The Wellcome Trust hereby UNDERTAKE that at the request and cost of The ICR or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all patent applications which relate to The Invention) as may be reasonably necessary or desirable to secure the vesting in The ICR or its successors or assigns of all rights title and interest assigned to The ICR hereunder and to confirm the title of The ICR or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning The Invention or any application for patent or other intellectual property protection for The Invention or any intellectual property protection granted pursuant to any such application.
- The Inventors, Domainex, and The Wellcome Trust hereby request the relevant authorities in all countries of the world to issue any patents granted for The Invention in the name of The ICR or its successors or assigns in accordance with this Assignment.
- This Assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of each of The Inventors, Domainex, and The Wellcome Trust, and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of The ICR.
- This agreement shall be governed by and interpreted in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Assignment and undertaking:

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# - Page 6 of 11 -

## SCHEDULE

Mewburn Ellis LLP REFERENCE NO.	COUNTRY	APPLICATION NUMBER	FILING DATE
6919021	GB	1316173.2	11 September 2013
6965479	GB	1403496.1	27 February 2014
6985006	GB	1410387.3	11 June 2014
7061583	WO	PCT/GB2014/052752	11 September 2014
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WJW/LP7061583 TNKS2-PCT

SIGNED by ALAN ASHWORTH at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	Signature:
SIGNED by CHRISTOPHER JAMES LORD at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	Signature: ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
SIGNED by RICHARD JAMES ROWLAND ELLIOTT at (city, country):	Signature:
SIGNED by  DAN NICULESCU-DUVAZ  at (city, country):	Sìgnature:

SIGNED by RODERICK ALAN PORTER at (city, country): Althorize (L.V.) on (date):? Signature: 1
in the presence of:  Witness Signature:
SIGNED by  REHAN AQIL at (city, country):
Address.
SIGNED by  RAYMOND JOHN BOFFEY  at (city, country):) on (date):
in the presence of:  Witness Signature: Name: Address:

SIGNED by  MELANIE JAYNE BAYFORD  at (city, country):  ) on (date):  )  in the presence of:  Witness  Signature:	
SIGNED by STUART FIRTH-CLARK at (city, country):) on (date): in the presence of: Witness Signature: Name: Address:	Signature:
SIGNED by ANNA HOPKINS at (city, country): ) on (date): ) in the presence of: Witness Signature: , Name: , Address: ,	Signature:
SIGNED by  ASHLEY NICHOLAS JARVIS  at (city, country): on (date):  in the presence of:  Witness  Signature: Name: Address:	Signature:

<u> </u>	
SIGNED by TREVOR ROBERT PERRIOR at (city, country):	MANA.
	***********
T T T T T T T T T T T T T T T T T T T	
SIGNED by PHILIP ALAN SKONE at (city, country):	
	***************************************
SIGNED by  REBEKAH ELISABETH KEY  at (city, country):) on (date):	(\$5.63)
in the presence of:)  Witness Signature: Name: Address:	

# - Page 11 of 11 -

Z	22221.222
SIGNED for and on behalf of DOMAINEX LIMITED at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	
SIGNED for and on behalf of THE WELLCOME TRUST LIMITED AS TRUSTEE OF THE WELLCOME TRUST at (city, country): on (date):	) Signature: ) Name: ) Position:
in the presence of: <u>Witness</u> Signature: Name: Address:	) Name:
SIGNED for and on behalf of INSTITUTE OF CANCER RESEARCH: ROYAL CANCER HOSPITAL (THE) at (city, country): on (date): in the presence of: Witness Signature: Name:	) ) Signature: ) Name: ANGELA <u>KUKULA</u> ) Position: DIRECTOR OF ENTERPRISE

WJW/LP7061583 TNKS2-PCT

# 4

# ASSIGNMENT OF INVENTION AND RELATED INTELLECTUAL PROPERTY RIGHTS

#### Parties:

#### 1 'The Inventors'

#### **ALAN ASHWORTH**

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

#### **CHRISTOPHER JAMES LORD**

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

#### RICHARD JAMES ROWLAND ELLIOTT

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

#### DAN NICULESCU-DUVAZ

of: The Institute of Cancer Research, Cancer Research UK Cancer Therapeutics Unit, 15 Cotswold Road, Sutton, Surrey, SM2 5NG, United Kingdom.

#### RODERICK ALAN PORTER

of: The Wellcome Trust Limited, 215 Euston Road, London, NW1 2BE, United Kingdom.

#### **REHAN AQIL**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **RAYMOND JOHN BOFFEY**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **MELANIE JAYNE BAYFORD**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### STUART FIRTH-CLARK

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **ANNA HOPKINS**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **ASHLEY NICHOLAS JARVIS**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### TREVOR ROBERT PERRIOR

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

WJW/LP7061583 TNKS2-PCT Assignment GB 1316173.2. GB 1403496.1. GB 1410387.3 & PCT/GB2014/052752

#### PHILIP ALAN SKONE

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### REBEKAH ELISABETH KEY

of: 33 Albert Place, La Route Du Port Elizabeth, St Helier, JE2 4EA, Jersey,

#### 2 'Domainex'

#### **DOMAINEX LIMITED**

of: London Bioscience Innovation Centre, 2 Royal College Street, London, NW1 0NH, United Kingdom. (Company No. 04336899 incorporated under the laws of England & Wales)

#### 3 'The Wellcome Trust'

The Wellcome Trust Limited as Trustee of the Wellcome Trust of: 215 Euston Road, London, NW1 2BE, United Kingdom. (Company No. 02711000, incorporated under the laws of England & Wales)

#### 4 'The ICR'

INSTITUTE OF CANCER RESEARCH: ROYAL CANCER HOSPITAL (THE) of: 123 Old Brompton Road, London, SW7 3RP, United Kingdom. (Company No. 00534147, incorporated under the laws of England & Wales)

#### Recitals:

- (A) The Inventors are the joint inventors of the invention or inventions entitled "Compounds and Their Therapeutic Use" and "3-Aryl-5-substituted-isoquinolin-1-one Compounds and Their Therapeutic Use" (hereinafter referred to as "The Invention") for which United Kingdom (GB) patent application number 1316173.2 (hereinafter referred to as "The First Priority Application"); United Kingdom (GB) patent application number 1403496.1 (hereinafter referred to as "The Second Priority Application"); United Kingdom (GB) patent application number 1410387.3 (hereinafter referred to as "The Third Priority Application"); and International (PCT) patent application number PCT/GB2014/052752 (hereinafter referred to as "The PCT Application"), as set out in the Schedule hereto, have been filed. (The three priority applications being hereinafter referred to collectively as "The Priority Applications". The Priority Applications and The PCT Application together with any subsequent applications being hereinafter referred to collectively as "The Patent Applications".)
- (B) The Priority Applications and the PCT Application were filed in the name of The ICR.
- (C) The Inventors, Domainex, The Wellcome Trust, and The ICR agreed before The First Priority Application was filed that The ICR would be the sole owner of The Invention and The Patent Applications.
- (D) In pursuance of that agreement, The Inventors, Domainex, The Wellcome Trust, and The ICR have agreed to execute this Assignment in order to confirm and ensure that all rights, title and interest worldwide in, to, under and arising from The Invention and The Patent Applications belong to The ICR.

WJW/LP7061583 TNKS2-PCT

- (E) Inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ were at all material times employed by The ICR to carry out the research from which their contribution to The Invention and The Patent Applications arose.
- (F) Inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (The ICR), their contribution to The Invention and all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belongs to their employer (The ICR).
- (G) Inventor PORTER was at all material times an independent self-employed consultant under contract with The Wellcome Trust to carry out the research from which his contribution to The Invention and The Patent Applications arose.
- (H) Inventor PORTER has agreed to execute this Assignment in order to confirm and ensure that, as between him and his contractor (The Wellcome Trust), his contribution to The Invention and all his rights, title and interest in, to, under and arising from The Invention and The Patent Applications belongs to his contractor (The Wellcome Trust).
- (I) The Wellcome Trust has assisted The ICR with the provision of resources in regard to the Invention, including the contributions of inventor PORTER.
- (J) The Wellcome Trust has agreed to execute this Assignment in order to confirm and ensure that, as between them and The ICR, all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belong to The ICR.
- (K) Inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY were at all material times employed by Domainex to carry out the research from which their contribution to The Invention and The Patent Applications arose.
- (L) Inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (Domainex), their contribution to The Invention and The Patent Applications belongs to their employer (Domainex).
- (M) Domainex has agreed to execute this Assignment in order to confirm and ensure that, as between them and The ICR, all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belong to The ICR.

# Operative provisions:

- In consideration for the payment of £1.00 by The ICR to each of inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ (the receipt and adequacy of which are hereby acknowledged), and to the extent that they have not already done so, those inventors hereby sell and assign to The ICR absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- In consideration for the payment of £1.00 by Domainex to each of inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY (the receipt and adequacy of which are hereby acknowledged), and to the extent that they have not already done so, those inventors hereby sell and assign to Domainex absolutely and free from incumbrances all their rights title and interest in, to, under, and

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arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.

- In consideration for the payment of £1.00 by The ICR to Domainex (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, Domainex hereby sells and assigns to The ICR absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- In consideration for the payment of £1.00 by The Wellcome Trust to inventor PORTER (the receipt and adequacy of which are hereby acknowledged), and to the extent that he has not already done so, that inventor hereby sells and assigns to The Wellcome Trust absolutely and free from incumbrances all his rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- In consideration for the payment of £1.00 by The ICR to The Wellcome Trust (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, The Wellcome Trust hereby sells and assigns to The ICR absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- The rights sold and assigned in clauses 1 through 5 above are all rights title and interest in, to, under, and arising from The Invention and The Patent Applications, including:
  - 6.1 all rights title and interest in all countries of the world in, to, under, and arising from The Invention; The Patent Applications; and all patent applications derived therefrom and any and all patent applications linked by priority thereto and any and all divisionals, continuations and continuations-in-part of any of the aforesaid patent applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof;
  - 6.2 all such rights to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of The Invention to the intent that the grant of any patents or other intellectual property protection for The Invention shall be in the name of and shall vest in The ICR or its successors or assigns; and
  - 6.3 all such rights to claim priority from one or more or all of The Patent Applications in any and all subsequent applications for protection for The Invention, such rights to be enjoyed by The ICR with effect from the dates of filing of The Patent Applications, respectively;

to the intent that The ICR shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by The Inventors, Domainex, and The Wellcome Trust had this Assignment not been made.

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- 7 The Inventors, Domainex, The Wellcome Trust, and The ICR hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any future patent applications in Canada or the United States or any other countries or regions of the world which fall within the scope of clauses 1 to 6 above, 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 intellectual property office for recordation of this document.
- The Inventors, Domainex, and The Wellcome Trust hereby UNDERTAKE that at the request and cost of The ICR or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all patent applications which relate to The Invention) as may be reasonably necessary or desirable to secure the vesting in The ICR or its successors or assigns of all rights title and interest assigned to The ICR hereunder and to confirm the title of The ICR or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning The Invention or any application for patent or other intellectual property protection for The Invention or any intellectual property protection granted pursuant to any such application.
- The Inventors, Domainex, and The Wellcome Trust hereby request the relevant authorities in all countries of the world to issue any patents granted for The Invention in the name of The ICR or its successors or assigns in accordance with this Assignment.
- This Assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of each of The Inventors, Domainex, and The Wellcome Trust, and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of The ICR.
- This agreement shall be governed by and interpreted in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Assignment and undertaking:

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# - Page 6 of 11 -

# SCHEDULE

Mewburn Ellis LLP REFERENCE NO.	COUNTRY	APPLICATION NUMBER	FILING DATE
6919021	GB	1316173.2	11 September 2013
6965479	GB	1403496.1	27 February 2014
6985006	GB	1410387.3	11 June 2014
7061583	wo	PCT/GB2014/052752	11 September 2014
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SIGNED by ALAN ASHWORTH at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	Signature:
SIGNED by	
christopher James Lord ) at (city, country):	Signature:
in the presence of:  Witness Signature: Name: Address:	
SIGNED by RICHARD JAMES ROWLAND ELLIOTT at (city, country):	Signature:
SIGNED by  DAN NICULESCU-DUVAZ  at (city, country):	Signature:
in the presence of:  Witness Signature: Name: Address:	

<u></u>
SIGNED by  RODERICK ALAN PORTER  at (city, country): on (date):  in the presence of:  Witness  Signature: Name: Address:
SIGNED by REHAN AQIL at (city, country):
SIGNED by  RAYMOND JOHN BOFFEY at (city, country): Committee (Committee)   Signature: (Committee)   Committee (Committee)   Co
in the presence of:  Witness Signature: Name: Anny Name:
Address Dominics, the conceiled during PARK, CAMBRIDGE COST DAY

SIGNED by  MELANIE JAYNE BAYFORD at (city, country): on (date):  in the presence of:  Witness Signature: Name: Address:
SIGNED by STUART FIRTH-CLARK at (city, country): (AMBLAC, LK. ) on (date): 13 october, 2017 ) Signature: Sheet Mr Cut in the presence of: Witness Signature: Name: (AMBLACK, IL1 Candidance Jubic Park, Candidance Cat DCH
SIGNED by  ANNA HOPKINS  at (city, country): CAMBALOCE, UK
SIGNED by  ASHLEY NICHOLAS JARVIS at (city, country): AMSLIPAC, UK on (date): 10 °CTS[6C, 2011 ) Signature:  in the presence of:  Witness Signature: Name: Signature: Signature: Name: Signature: Signature: Name: Signature: Signature: Name: Signature: Signature: Signature: Name: Signature: Signatu

SIGNED by TREVOR ROBERT PERRIOR at (city, country): AND SIGNE CLC ) on (date): Signature: in the presence of: Witness Signature: Name: God Nest Nest Nest Nest Nest Nest Nest Nest
SIGNED by PHILIP ALAN SKONE at (city, country): CANARONE, UK) on (date): 10.00000000000000000000000000000000000
SIGNED by  REBEKAH ELISABETH KEY  at (city, country):) on (date):
in the presence of:)  Witness Signature: Name: Address:

SIGNED for and on behalf of )  DOMAINEX LIMITED )  at (city, country): CAMILIDAL UK ) on (date): 13 oc Tablek 2004 )	Signature: L. Signature: Name: EDWARD LITTLER Position: CHIEF EXECUTIVE OFFICER
in the presence of:  Witness Signature:  Name:  Address: Downwick, 162 And 2 occ Juan 6 Cantillance U14 out	PARK.
SIGNED for and on behalf of THE WELLCOME TRUST LIMITED  AS TRUSTEE OF THE WELLCOME  TRUST  at (city, country):	Signature: Name: Position:
)	Name: Position:
in the presence of:  Witness Signature: Name: Address:	
SIGNED for and on behalf of INSTITUTE OF CANCER RESEARCH:	
ROYAL CANCER HOSPITAL (THE) at (city, country): on (date):	
in the presence of:  Witness Signature: Name: Address:	



# ASSIGNMENT OF INVENTION AND RELATED INTELLECTUAL PROPERTY RIGHTS

#### Parties:

#### 1 'The Inventors'

# **ALAN ASHWORTH**

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

#### **CHRISTOPHER JAMES LORD**

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

#### RICHARD JAMES ROWLAND ELLIOTT

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

#### DAN NICULESCU-DUVAZ

of: The Institute of Cancer Research, Cancer Research UK Cancer Therapeutics Unit, 15 Cotswold Road, Sutton, Surrey, SM2 5NG, United Kingdom.

# RODERICK ALAN PORTER

of: The Wellcome Trust Limited, 215 Euston Road, London, NW1 2BE, United Kingdom.

#### **REHAN AQIL**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **RAYMOND JOHN BOFFEY**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **MELANIE JAYNE BAYFORD**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### STUART FIRTH-CLARK

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **ANNA HOPKINS**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **ASHLEY NICHOLAS JARVIS**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### TREVOR ROBERT PERRIOR

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

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Assignment GB 1316173.2, GB 1403496.1, GB 1410387.3 & PCT/GB2014/052752

#### PHILIP ALAN SKONE

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### REBEKAH ELISABETH KEY

of: 33 Albert Place, La Route Du Port Elizabeth, St Helier, JE2 4EA, Jersey.

#### 2 'Domainex'

#### **DOMAINEX LIMITED**

of: London Bioscience Innovation Centre, 2 Royal College Street, London, NW1 0NH, United Kingdom. (Company No. 04336899 incorporated under the laws of England & Wales)

#### 3 'The Wellcome Trust'

The Wellcome Trust Limited as Trustee of the Wellcome Trust of: 215 Euston Road, London, NW1 2BE, United Kingdom. (Company No. 02711000, incorporated under the laws of England & Wales)

#### 4 'The ICR'

institute of cancer research: Royal cancer hospital (the) of: 123 Old Brompton Road, London, SW7 3RP, United Kingdom. (Company No. 00534147, incorporated under the laws of England & Wales)

#### Recitals:

- (A) The Inventors are the joint inventors of the invention or inventions entitled "Compounds and Their Therapeutic Use" and "3-Aryl-5-substituted-isoquinolin-1-one Compounds and Their Therapeutic Use" (hereinafter referred to as "The Invention") for which United Kingdom (GB) patent application number 1316173.2 (hereinafter referred to as "The First Priority Application"); United Kingdom (GB) patent application number 1403496.1 (hereinafter referred to as "The Second Priority Application"); United Kingdom (GB) patent application number 1410387.3 (hereinafter referred to as "The Third Priority Application"); and International (PCT) patent application number PCT/GB2014/052752 (hereinafter referred to as "The PCT Applications"), as set out in the Schedule hereto, have been filed. (The three priority applications being hereinafter referred to collectively as "The Priority Applications". The Priority Applications and The PCT Application together with any subsequent applications being hereinafter referred to collectively as "The Patent Applications".)
- (B) The Priority Applications and the PCT Application were filed in the name of The ICR.
- (C) The Inventors, Domainex, The Wellcome Trust, and The ICR agreed before The First Priority Application was filed that The ICR would be the sole owner of The Invention and The Patent Applications.
- (D) In pursuance of that agreement, The Inventors, Domainex, The Wellcome Trust, and The ICR have agreed to execute this Assignment in order to confirm and ensure that all rights, title and interest worldwide in, to, under and arising from The Invention and The Patent Applications belong to The ICR.

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- (E) Inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ were at all material times employed by The ICR to carry out the research from which their contribution to The Invention and The Patent Applications arose.
- (F) Inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (The ICR), their contribution to The Invention and all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belongs to their employer (The ICR).
- (G) Inventor PORTER was at all material times an independent self-employed consultant under contract with The Wellcome Trust to carry out the research from which his contribution to The Invention and The Patent Applications arose.
- (H) Inventor PORTER has agreed to execute this Assignment in order to confirm and ensure that, as between him and his contractor (The Wellcome Trust), his contribution to The Invention and all his rights, title and interest in, to, under and arising from The Invention and The Patent Applications belongs to his contractor (The Wellcome Trust).
- (I) The Wellcome Trust has assisted The ICR with the provision of resources in regard to the Invention, including the contributions of inventor PORTER.
- (J) The Wellcome Trust has agreed to execute this Assignment in order to confirm and ensure that, as between them and The ICR, all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belong to The ICR.
- (K) Inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY were at all material times employed by Domainex to carry out the research from which their contribution to The Invention and The Patent Applications arose.
- (L) Inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (Domainex), their contribution to The Invention and The Patent Applications belongs to their employer (Domainex).
- (M) Domainex has agreed to execute this Assignment in order to confirm and ensure that, as between them and The ICR, all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belong to The ICR.

# Operative provisions:

- In consideration for the payment of £1.00 by The ICR to each of inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ (the receipt and adequacy of which are hereby acknowledged), and to the extent that they have not already done so, those inventors hereby sell and assign to The ICR absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- In consideration for the payment of £1.00 by Domainex to each of inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY (the receipt and adequacy of which are hereby acknowledged), and to the extent that they have not already done so, those inventors hereby sell and assign to Domainex absolutely and free from incumbrances all their rights title and interest in, to, under, and

WJW/LP7061583 TNKS2-PCT Assignment GB 1316173.2, GB 1403496.1, GB 1410387.3 & PCT/GB2014/052752

arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.

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- The rights sold and assigned in clauses 1 through 5 above are all rights title and interest in, to, under, and arising from The Invention and The Patent Applications, including:
  - 6.1 all rights title and interest in all countries of the world in, to, under, and arising from The Invention; The Patent Applications; and all patent applications derived therefrom and any and all patent applications linked by priority thereto and any and all divisionals, continuations and continuations-in-part of any of the aforesaid patent applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof:
  - 6.2 all such rights to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of The Invention to the intent that the grant of any patents or other intellectual property protection for The Invention shall be in the name of and shall vest in The ICR or its successors or assigns; and
  - 6.3 all such rights to claim priority from one or more or all of The Patent Applications in any and all subsequent applications for protection for The Invention, such rights to be enjoyed by The ICR with effect from the dates of filing of The Patent Applications, respectively;

to the intent that The ICR shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by The Inventors, Domainex, and The Wellcome Trust had this Assignment not been made.

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- 7 The Inventors, Domainex, The Wellcome Trust, and The ICR hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any future patent applications in Canada or the United States or any other countries or regions of the world which fall within the scope of clauses 1 to 6 above, 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 intellectual property office for recordation of this document.
- The Inventors, Domainex, and The Wellcome Trust hereby UNDERTAKE that at the request and cost of The ICR or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all patent applications which relate to The Invention) as may be reasonably necessary or desirable to secure the vesting in The ICR or its successors or assigns of all rights title and interest assigned to The ICR hereunder and to confirm the title of The ICR or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning The Invention or any application for patent or other intellectual property protection for The Invention or any intellectual property protection granted pursuant to any such application.
- The Inventors, Domainex, and The Wellcome Trust hereby request the relevant authorities in all countries of the world to issue any patents granted for The Invention in the name of The ICR or its successors or assigns in accordance with this Assignment.
- This Assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of each of The Inventors, Domainex, and The Wellcome Trust, and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of The ICR.
- This agreement shall be governed by and interpreted in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Assignment and undertaking:

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# - Page 6 of 11 -

# SCHEDULE

Mewburn Ellis LLP REFERENCE NO.	COUNTRY	APPLICATION NUMBER	FILING DATE
6919021	GB	1316173.2	11 September 2013
6965479	GB	1403496.1	27 February 2014
6985006	GB	1410387.3	11 June 2014
7061583	WO	PCT/GB2014/052752	11 September 2014
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WJW/LP7061583 TNKS2-PCT Assignment GB 1316173.2, GB 1403496.1, GB 1410387.3 & PCT/GB2014/052752

SIGNED by ALAN ASHWORTH at (city, country): ) on (date): ) S in the presence of: Witness Signature: Name: Address:	Signature:
SIGNED by CHRISTOPHER JAMES LORD at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	Signature:
SIGNED by RICHARD JAMES ROWLAND ELLIOTT at (city, country): on (date):  in the presence of: Witness Signature: Name: Address:	ignature:
SIGNED by  DAN NICULESCU-DUVAZ  at (city, country):  on (date):  in the presence of:  Witness Signature:  Name:  Address:	ignature:

SIGNED by  RODERICK ALAN PORTER at (city, country):) on (date):	
SIGNED by  REHAN AQIL  at (city, country): on (date):  in the presence of:  Witness  Signature: Name: Address:	Signature:
SIGNED by ) RAYMOND JOHN BOFFEY ) at (city, country): ) on (date): ) in the presence of: Witness Signature: , Name: , Address: ,	Signature:

· Principal de la company de l	
SIGNED by  MELANIE JAYNE BAYFORD  at (city, country) STANSTED, CSSER, UK on (date): It ID IIII  in the presence of Witness Signature Name: Sicy KATTERIA  Address: 2 Sicy Cosse, Simplication	Signature M.J. Bayland
SIGNED by STUART FIRTH-CLARK at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	) ) ) Signature:
SIGNED by ANNA HOPKINS at (city, country):	Signature:
SIGNED by  ASHLEY NICHOLAS JARVIS  at (city, country): ) on (date): ) in the presence of: Witness Signature: Name: Address:	Signature:

# - Page 10 of 11 -

SIGNED by TREVOR ROBERT PERRIOR at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	Signature
SIGNED by PHILIP ALAN SKONE at (city, country):	Signature
SIGNED by  REBEKAH ELISABETH KEY  at (city, country):	Signature:

WJW/LP7061583 TNKS2-PCT

SIGNED for and on behalf of DOMAINEX LIMITED at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	) Position: CHIEF EXECUTIVE OFFICER
SIGNED for and on behalf of THE WELLCOME TRUST LIMITED AS TRUSTEE OF THE WELLCOME TRUST at (city, country): on (date):	) Signature: ) Name: ) Position: ) Name: ) Position:
in the presence of:  Witness Signature: Name: Address:	
SIGNED for and on behalf of INSTITUTE OF CANCER RESEARCH: ROYAL CANCER HOSPITAL (THE) at (city, country): on (date): in the presence of: Witness Signature:	
Name:Address:	



# ASSIGNMENT OF INVENTION AND RELATED INTELLECTUAL PROPERTY RIGHTS

#### Parties:

#### 1 'The Inventors'

#### **ALAN ASHWORTH**

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

#### CHRISTOPHER JAMES LORD

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

### RICHARD JAMES ROWLAND ELLIOTT

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

#### DAN NICULESCU-DUVAZ

of: The Institute of Cancer Research, Cancer Research UK Cancer Therapeutics Unit, 15 Cotswold Road, Sutton, Surrey, SM2 5NG, United Kingdom.

#### **RODERICK ALAN PORTER**

of: The Wellcome Trust Limited, 215 Euston Road, London, NW1 2BE, United Kingdom.

#### REHAN AQIL

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **RAYMOND JOHN BOFFEY**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **MELANIE JAYNE BAYFORD**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### STUART FIRTH-CLARK

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **ANNA HOPKINS**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **ASHLEY NICHOLAS JARVIS**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

# TREVOR ROBERT PERRIOR

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

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Assignment GB 1316173.2, GB 1403496.1, GB 1410387.3 & PCT/GB2014/052752

#### PHILIP ALAN SKONE

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### REBEKAH ELISABETH KEY

of: 33 Albert Place, La Route Du Port Elizabeth, St Helier, JE2 4EA, Jerseys

#### 2 'Domainex'

#### **DOMAINEX LIMITED**

of: London Bioscience Innovation Centre, 2 Royal College Street, London, NW1 0NH, United Kingdom.

(Company No. 04336899 incorporated under the laws of England & Wales)

#### 3 'The Wellcome Trust'

The Wellcome Trust Limited as Trustee of the Wellcome Trust of: 215 Euston Road, London, NW1 2BE, United Kingdom. (Company No. 02711000, incorporated under the laws of England & Wales)

#### 4 'The ICR'

INSTITUTE OF CANCER RESEARCH: ROYAL CANCER HOSPITAL (THE) of: 123 Old Brompton Road, London, SW7 3RP, United Kingdom. (Company No. 00534147, incorporated under the laws of England & Wales)

#### Recitals:

- A) The Inventors are the joint inventors of the invention or inventions entitled "Compounds and Their Therapeutic Use" and "3-Aryl-5-substituted-isoquinolin-1-one Compounds and Their Therapeutic Use" (hereinafter referred to as "The Invention") for which United Kingdom (GB) patent application number 1316173.2 (hereinafter referred to as "The First Priority Application"); United Kingdom (GB) patent application number 1403496.1 (hereinafter referred to as "The Second Priority Application"); United Kingdom (GB) patent application number 1410387.3 (hereinafter referred to as "The Third Priority Application"); and International (PCT) patent application number PCT/GB2014/052752 (hereinafter referred to as "The PCT Application"), as set out in the Schedule hereto, have been filed. (The three priority applications being hereinafter referred to collectively as "The Priority Applications". The Priority Applications and The PCT Application together with any subsequent applications being hereinafter referred to collectively as "The Patent Applications".)
- (B) The Priority Applications and the PCT Application were filed in the name of The ICR.
- (C) The Inventors, Domainex, The Wellcome Trust, and The ICR agreed before The First Priority Application was filed that The ICR would be the sole owner of The Invention and The Patent Applications.
- (D) In pursuance of that agreement, The Inventors, Domainex, The Wellcome Trust, and The ICR have agreed to execute this Assignment in order to confirm and ensure that all rights, title and interest worldwide in, to, under and arising from The Invention and The Patent Applications belong to The ICR.

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- (E) Inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ were at all material times employed by The ICR to carry out the research from which their contribution to The Invention and The Patent Applications arose.
- (F) Inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (The ICR), their contribution to The Invention and all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belongs to their employer (The ICR).
- (G) Inventor PORTER was at all material times an independent self-employed consultant under contract with The Wellcome Trust to carry out the research from which his contribution to The Invention and The Patent Applications arose.
- (H) Inventor PORTER has agreed to execute this Assignment in order to confirm and ensure that, as between him and his contractor (The Wellcome Trust), his contribution to The Invention and all his rights, title and interest in, to, under and arising from The Invention and The Patent Applications belongs to his contractor (The Wellcome Trust).
- (I) The Wellcome Trust has assisted The ICR with the provision of resources in regard to the Invention, including the contributions of inventor PORTER.
- (J) The Wellcome Trust has agreed to execute this Assignment in order to confirm and ensure that, as between them and The ICR, all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belong to The ICR.
- (K) Inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY were at all material times employed by Domainex to carry out the research from which their contribution to The Invention and The Patent Applications arose.
- (L) Inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (Domainex), their contribution to The Invention and The Patent Applications belongs to their employer (Domainex).
- (M) Domainex has agreed to execute this Assignment in order to confirm and ensure that, as between them and The ICR, all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belong to The ICR.

#### Operative provisions:

- In consideration for the payment of £1.00 by The ICR to each of inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ (the receipt and adequacy of which are hereby acknowledged), and to the extent that they have not already done so, those inventors hereby sell and assign to The ICR absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- In consideration for the payment of £1.00 by Domainex to each of inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY (the receipt and adequacy of which are hereby acknowledged), and to the extent that they have not already done so, those inventors hereby sell and assign to Domainex absolutely and free from incumbrances all their rights title and interest in, to, under, and

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arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.

- In consideration for the payment of £1.00 by The ICR to Domainex (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, Domainex hereby sells and assigns to The ICR absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- In consideration for the payment of £1.00 by The Wellcome Trust to inventor PORTER (the receipt and adequacy of which are hereby acknowledged), and to the extent that he has not already done so, that inventor hereby sells and assigns to The Wellcome Trust absolutely and free from incumbrances all his rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- In consideration for the payment of £1.00 by The ICR to The Wellcome Trust (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, The Wellcome Trust hereby sells and assigns to The ICR absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- The rights sold and assigned in clauses 1 through 5 above are all rights title and interest in, to, under, and arising from The Invention and The Patent Applications, including:
  - 6.1 all rights title and interest in all countries of the world in, to, under, and arising from The Invention; The Patent Applications; and all patent applications derived therefrom and any and all patent applications linked by priority thereto and any and all divisionals, continuations and continuations-in-part of any of the aforesaid patent applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof;
  - 6.2 all such rights to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of The Invention to the intent that the grant of any patents or other intellectual property protection for The Invention shall be in the name of and shall vest in The ICR or its successors or assigns; and
  - all such rights to claim priority from one or more or all of The Patent Applications in any and all subsequent applications for protection for The Invention, such rights to be enjoyed by The ICR with effect from the dates of filing of The Patent Applications, respectively;

to the intent that The ICR shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by The Inventors, Domainex, and The Wellcome Trust had this Assignment not been made.

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- 7 The Inventors, Domainex, The Wellcome Trust, and The ICR hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any future patent applications in Canada or the United States or any other countries or regions of the world which fall within the scope of clauses 1 to 6 above, 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 intellectual property office for recordation of this document.
- The Inventors, Domainex, and The Wellcome Trust hereby UNDERTAKE that at the request and cost of The ICR or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all patent applications which relate to The Invention) as may be reasonably necessary or desirable to secure the vesting in The ICR or its successors or assigns of all rights title and interest assigned to The ICR hereunder and to confirm the title of The ICR or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning The Invention or any application for patent or other intellectual property protection for The Invention or any intellectual property protection granted pursuant to any such application.
- The Inventors, Domainex, and The Wellcome Trust hereby request the relevant authorities in all countries of the world to issue any patents granted for The Invention in the name of The ICR or its successors or assigns in accordance with this Assignment.
- This Assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of each of The Inventors, Domainex, and The Wellcome Trust, and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of The ICR.
- This agreement shall be governed by and interpreted in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Assignment and undertaking:

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# - Page 6 of 11 -

# SCHEDULE

<u> </u>		<u>, , , , , , , , , , , , , , , , , , , </u>	5555
Mewburn Ellis LLP REFERENCE NO.	COUNTRY	APPLICATION NUMBER	FILING DATE
6919021	GB	1316173.2	11 September 2013
6965479	GB	1403496.1	27 February 2014
6985006	GB	1410387.3	11 June 2014
7061583	wo	PCT/GB2014/052752	11 September 2014
	:		
l			·

SIGNED by ALAN ASHWORTH at (city, country): on (date): } in the presence of: Witness Signature: Name: Address:	Sìgnature: -,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
SIGNED by	
CHRISTOPHER JAMES LORD at (city, country):	Signature:
in the presence of:  Witness Signature: Name: Address:	
SIGNED by  RICHARD JAMES ROWLAND ELLIOTT )  at (city, country):)  on (date):)  in the presence of:	Signature:
Witness Signature: Name: Address:	
SIGNED by  DAN NICULESCU-DUVAZ  at (city, country): ) on (date): )	Signature:
in the presence of:  Witness Signature: Name: Address:	

SIGNED by  RODERICK ALAN PORTER at (city, country): ) on (date): ) in the presence of: Witness Signature: Name: Address:	) Signature:
SIGNED by REHAN AQIL at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	Signature:
SIGNED by RAYMOND JOHN BOFFEY at (city, country):	Signature) saaraaassaa saaraassaa saaraassaassaass

SIGNED by  MELANIE JAYNE BAYFORD  at (city, country): on (date):  in the presence of: Witness Signature: Name: Address:	Sìgnature:
SIGNED by STUART FIRTH-CLARK at (city, country): ) on (date): ) in the presence of: Witness Signature: Name: Address:	
SIGNED by  ANNA HOPKINS  at (city, country): on (date):  in the presence of: Witness Signature: Name: Address:	Sígnature:
SIGNED by ASHLEY NICHOLAS JARVIS at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	Signature: المنظم ا

SIGNED by TREVOR ROBERT PERRIOR at (city, country): on (date):  Signature:
in the presence of:  Witness Signature: Name: Address:
SIGNED by  PHILIP ALAN SKONE  at (city, country):
Address:
SIGNED by  REBEKAH ELISABETH KEY  at (city, country): \$\int 15000000000000000000000000000000000000
in the presence of:)  Witness Signature: V.D. M. J. C. Name: N.V.I.F. N.N.E. M. I. C. Address: I.Z. HOLMCATE. COURT ST. HELIER JERSEY JEZ 4.RT

# - Page 11 of 11 -

SIGNED for and on behalf of DOMAINEX LIMITED at (city, country): on (date): in the presence of:  Witness Signature: Name: Address:	
SIGNED for and on behalf of THE WELLCOME TRUST LIMITED AS TRUSTEE OF THE WELLCOME TRUST at (city, country): on (date):	
in the presence of:  Witness Signature: Name: Address:	
SIGNED for and on behalf of INSTITUTE OF CANCER RESEARCH: ROYAL CANCER HOSPITAL (THE) at (city, country):	
in the presence of: Witness Signature: Name: Address:	

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# ASSIGNMENT OF INVENTION AND RELATED INTELLECTUAL PROPERTY RIGHTS

#### Parties:

#### 1 'The Inventors'

#### **ALAN ASHWORTH**

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

#### CHRISTOPHER JAMES LORD

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

#### RICHARD JAMES ROWLAND ELLIOTT

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

#### **DAN NICULESCU-DUVAZ**

of: The Institute of Cancer Research, Cancer Research UK Cancer Therapeutics Unit, 15 Cotswold Road, Sutton, Surrey, SM2 5NG, United Kingdom.

#### **RODERICK ALAN PORTER**

of: The Wellcome Trust Limited, 215 Euston Road, London, NW1 2BE, United Kingdom.

#### **REHAN AQIL**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **RAYMOND JOHN BOFFEY**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **MELANIE JAYNE BAYFORD**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### STUART FIRTH-CLARK

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### ANNA HOPKINS

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **ASHLEY NICHOLAS JARVIS**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### TREVOR ROBERT PERRIOR

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

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#### PHILIP ALAN SKONE

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### REBEKAH ELISABETH KEY

of: 33 Albert Place, La Route Du Port Elizabeth, St Helier, JE2 4EA, Jersey.

#### 2 'Domainex'

#### **DOMAINEX LIMITED**

of: London Bioscience Innovation Centre, 2 Royal College Street, London, NW1 0NH, United Kingdom. (Company No. 04336899 incorporated under the laws of England & Wales)

#### 3 'The Wellcome Trust'

The Wellcome Trust Limited as Trustee of the Wellcome Trust of: 215 Euston Road, London, NW1 2BE, United Kingdom. (Company No. 02711000, incorporated under the laws of England & Wales)

#### 4 'The ICR'

institute of cancer research: Royal cancer Hospital (THE) of: 123 Old Brompton Road, London, SW7 3RP, United Kingdom. (Company No. 00534147, incorporated under the laws of England & Wales)

#### Recitals:

- (A) The Inventors are the joint inventors of the invention or inventions entitled "Compounds and Their Therapeutic Use" and "3-Aryl-5-substituted-isoquinolin-1-one Compounds and Their Therapeutic Use" (hereinafter referred to as "The Invention") for which United Kingdom (GB) patent application number 1316173.2 (hereinafter referred to as "The First Priority Application"); United Kingdom (GB) patent application number 1403496.1 (hereinafter referred to as "The Second Priority Application"); United Kingdom (GB) patent application number 1410387.3 (hereinafter referred to as "The Third Priority Application"); and International (PCT) patent application number PCT/GB2014/052752 (hereinafter referred to as "The PCT Application"), as set out in the Schedule hereto, have been filed. (The three priority applications being hereinafter referred to collectively as "The Priority Applications". The Priority Applications and The PCT Application together with any subsequent applications being hereinafter referred to collectively as "The Patent Applications".)
- (B) The Priority Applications and the PCT Application were filed in the name of The ICR.
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- (E) Inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ were at all material times employed by The ICR to carry out the research from which their contribution to The Invention and The Patent Applications arose.
- (F) Inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (The ICR), their contribution to The Invention and all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belongs to their employer (The ICR).
- (G) Inventor PORTER was at all material times an independent self-employed consultant under contract with The Wellcome Trust to carry out the research from which his contribution to The Invention and The Patent Applications arose.
- (H) Inventor PORTER has agreed to execute this Assignment in order to confirm and ensure that, as between him and his contractor (The Wellcome Trust), his contribution to The Invention and all his rights, title and interest in, to, under and arising from The Invention and The Patent Applications belongs to his contractor (The Wellcome Trust).
- (I) The Wellcome Trust has assisted The ICR with the provision of resources in regard to the Invention, including the contributions of inventor PORTER.
- (J) The Wellcome Trust has agreed to execute this Assignment in order to confirm and ensure that, as between them and The ICR, all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belong to The ICR.
- (K) Inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY were at all material times employed by Domainex to carry out the research from which their contribution to The Invention and The Patent Applications arose.
- (L) Inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (Domainex), their contribution to The Invention and The Patent Applications belongs to their employer (Domainex).
- (M) Domainex has agreed to execute this Assignment in order to confirm and ensure that, as between them and The ICR, all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belong to The ICR.

## Operative provisions:

- In consideration for the payment of £1.00 by The ICR to each of inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ (the receipt and adequacy of which are hereby acknowledged), and to the extent that they have not already done so, those inventors hereby sell and assign to The ICR absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
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WJW/LP7061583 TNKS2-PCT

arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.

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- The rights sold and assigned in clauses 1 through 5 above are all rights title and interest in, to, under, and arising from The Invention and The Patent Applications, including:
  - 6.1 all rights title and interest in all countries of the world in, to, under, and arising from The Invention; The Patent Applications; and all patent applications derived therefrom and any and all patent applications linked by priority thereto and any and all divisionals, continuations and continuations-in-part of any of the aforesaid patent applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof;
  - 6.2 all such rights to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of The Invention to the intent that the grant of any patents or other intellectual property protection for The Invention shall be in the name of and shall vest in The ICR or its successors or assigns; and
  - 6.3 all such rights to claim priority from one or more or all of The Patent Applications in any and all subsequent applications for protection for The Invention, such rights to be enjoyed by The ICR with effect from the dates of filing of The Patent Applications, respectively;

to the intent that The ICR shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by The Inventors, Domainex, and The Wellcome Trust had this Assignment not been made.

WJW/LP7061583 TNKS2-PCT

- 7 The Inventors, Domainex, The Wellcome Trust, and The ICR hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any future patent applications in Canada or the United States or any other countries or regions of the world which fall within the scope of clauses 1 to 6 above, 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 intellectual property office for recordation of this document.
- The Inventors, Domainex, and The Wellcome Trust hereby UNDERTAKE that at the request and cost of The ICR or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all patent applications which relate to The Invention) as may be reasonably necessary or desirable to secure the vesting in The ICR or its successors or assigns of all rights title and interest assigned to The ICR hereunder and to confirm the title of The ICR or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning The Invention or any application for patent or other intellectual property protection for The Invention or any intellectual property protection granted pursuant to any such application.
- The Inventors, Domainex, and The Wellcome Trust hereby request the relevant authorities in all countries of the world to issue any patents granted for The Invention in the name of The ICR or its successors or assigns in accordance with this Assignment.
- This Assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of each of The Inventors, Domainex, and The Wellcome Trust, and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of The ICR.
- This agreement shall be governed by and interpreted in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Assignment and undertaking

WJW/LP7061583 TNKS2-PCT

# - Page 6 of 11 -

# SCHEDULE

Mewburn Ellis LLP REFERENCE NO.	COUNTRY	APPLICATION NUMBER	FILING DATE
6919021	GB	1316173.2	11 September 2013
6965479	GB	1403496.1	27 February 2014
6985006	GB	1410387.3	11 June 2014
7061583	WO	PCT/GB2014/052752	11 September 2014
	:		

SIGNED by ) ALAN ASHWORTH )	
at (city, country):	
on (date):)	
in the present of	
in the presence of: Witness	
Signature:	
Name:	
Address:	
SIGNED by )	
CHRISTOPHER JAMES LORD )	
at (city, country):) on (date):	
on (date).	Oignature: (Approximation of the Company of the Com
in the presence of:	
Witness	
Signature:	
Address:	
PICNED by	
SIGNED by ) RICHARD JAMES ROWLAND ELLIOTT )	
at (city, country):	
on (date):	Signature:
in the presence of:	
Witness	
Signature:	
Name: Address:	
Address:	
SIGNED by ) DAN NICULESCU-DUVAZ )	
at (city, country):)	
on (date):	
in the presence of:	
Witness	
Signature:	
Name:	
Address:	

SIGNED by RODERICK ALAN PORTER at (city, country):	) Signature:
SIGNED by  REHAN AQIL  at (city, country):  on (date):  in the presence of:  Witness  Signature:  Name:  Address:	
SIGNED by RAYMOND JOHN BOFFEY at (city, country):	Signature:

SIGNED by  MELANIE JAYNE BAYFORD  at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	)))))Signature:
SIGNED by STUART FIRTH-CLARK at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	} } } ) Signature:
SIGNED by ANNA HOPKINS at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	) ) ) Signature:
SIGNED by ASHLEY NICHOLAS JARVIS at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	)))))Signature:

# - Page 10 of 11 -

SIGNED by TREVOR ROBERT PERRIOR at (city, country):	Signature
SIGNED by PHILIP ALAN SKONE at (city, country): on (date):  in the presence of:) Witness Signature: Name: Address:	Signature:
SIGNED by  REBEKAH ELISABETH KEY  at (city, country): on (date):  in the presence of:) Witness Signature: Name: Address:	Signature:

WJW/LP7061583 TNKS2-PCT

SIGNED for and on behalf of DOMAINEX LIMITED at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	
SIGNED for and on behalf of THE WELLCOME TRUST LIMITED AS TRUSTEE OF THE WELLCOME TRUST at (city, country): Landon , UK on (date):\A CETORES. 2014	) Signature: ) Name: Dr Richard Scabrook ) Position: Itead of Business Development Innevations ) Signature: ) Name: Dr Daniel Nelki ) Position: Head of Legal & Operations Innovations
in the presence of:  Witness Signature: Name: DA TIJ KHOT Address: WELLONDON, NW 1 2/3/6	· Gustan Romb
SIGNED for and on behalf of INSTITUTE OF CANCER RESEARCH: ROYAL CANCER HOSPITAL (THE) at (city, country): on (date):	) ) Signature: ) Name: ANGELA <u>KUKULA</u> ) Position: DIRECTOR OF ENTERPRISE
in the presence of:  Witness Signature: Name: Address:	



# ASSIGNMENT OF INVENTION AND RELATED INTELLECTUAL PROPERTY RIGHTS

#### Parties:

#### 1 'The Inventors'

#### **ALAN ASHWORTH**

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

# **CHRISTOPHER JAMES LORD**

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

#### RICHARD JAMES ROWLAND ELLIOTT

of: The Institute of Cancer Research, Royal Cancer Hospital, Fulham Road, London, SW3 6JB, United Kingdom.

## DAN NICULESCU-DUVAZ

of: The Institute of Cancer Research, Cancer Research UK Cancer Therapeutics Unit, 15 Cotswold Road, Sutton, Surrey, SM2 5NG, United Kingdom.

#### RODERICK ALAN PORTER

of: The Wellcome Trust Limited, 215 Euston Road, London, NW1 2BE, United Kingdom.

#### REHAN AQIL

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

# RAYMOND JOHN BOFFEY

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **MELANIE JAYNE BAYFORD**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### STUART FIRTH-CLARK

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### **ANNA HOPKINS**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

## **ASHLEY NICHOLAS JARVIS**

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

# TREVOR ROBERT PERRIOR

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

WJW/LP7061583 TNKS2-PCT Assignment GB 1316173.2, GB 1403496.1, GB 1410387.3 & PCT/GB2014/052752

#### PHILIP ALAN SKONE

of: Domainex Limited, 162 Cambridge Science Park, Cambridge, Cambridgeshire, CB4 0GH, United Kingdom.

#### REBEKAH ELISABETH KEY

of: 33 Albert Place, La Route Du Port Elizabeth, St Helier, JE2 4EA, Jersey,

#### 2 'Domainex'

#### DOMAINEX LIMITED

of: London Bioscience Innovation Centre, 2 Royal College Street, London, NW1 0NH, United Kingdom.

(Company No. 04336899 incorporated under the laws of England & Wales)

# 3 'The Wellcome Trust'

The Wellcome Trust Limited as Trustee of the Wellcome Trust of: 215 Euston Road, London, NW1 2BE, United Kingdom. (Company No. 02711000, incorporated under the laws of England & Wales)

#### 4 'The ICR'

INSTITUTE OF CANCER RESEARCH: ROYAL CANCER HOSPITAL (THE) of: 123 Old Brompton Road, London, SW7 3RP, United Kingdom. (Company No. 00534147, incorporated under the laws of England & Wales)

#### Recitals:

- A) The Inventors are the joint inventors of the invention or inventions entitled "Compounds and Their Therapeutic Use" and "3-Aryl-5-substituted-isoquinolin-1-one Compounds and Their Therapeutic Use" (hereinafter referred to as "The Invention") for which United Kingdom (GB) patent application number 1316173.2 (hereinafter referred to as "The First Priority Application"); United Kingdom (GB) patent application number 1403496.1 (hereinafter referred to as "The Second Priority Application"); United Kingdom (GB) patent application number 1410387.3 (hereinafter referred to as "The Third Priority Application"); and International (PCT) patent application number PCT/GB2014/052752 (hereinafter referred to as "The PCT Application"), as set out in the Schedule hereto, have been filed. (The three priority applications being hereinafter referred to collectively as "The Priority Applications". The Priority Applications and The PCT Application together with any subsequent applications being hereinafter referred to collectively as "The Patent Applications".)
- (B) The Priority Applications and the PCT Application were filed in the name of The ICR.
- (C) The Inventors, Domainex, The Wellcome Trust, and The ICR agreed before The First Priority Application was filed that The ICR would be the sole owner of The Invention and The Patent Applications.
- (D) In pursuance of that agreement, The Inventors, Domainex, The Wellcome Trust, and The ICR have agreed to execute this Assignment in order to confirm and ensure that all rights, title and interest worldwide in, to, under and arising from The Invention and The Patent Applications belong to The ICR.

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- (E) Inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ were at all material times employed by The ICR to carry out the research from which their contribution to The Invention and The Patent Applications arose.
- (F) Inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (The ICR), their contribution to The Invention and all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belongs to their employer (The ICR).
- (G) Inventor PORTER was at all material times an independent self-employed consultant under contract with The Wellcome Trust to carry out the research from which his contribution to The Invention and The Patent Applications arose.
- (H) Inventor PORTER has agreed to execute this Assignment in order to confirm and ensure that, as between him and his contractor (The Wellcome Trust), his contribution to The Invention and all his rights, title and interest in, to, under and arising from The Invention and The Patent Applications belongs to his contractor (The Wellcome Trust).
- (I) The Wellcome Trust has assisted The ICR with the provision of resources in regard to the Invention, including the contributions of inventor PORTER.
- (J) The Wellcome Trust has agreed to execute this Assignment in order to confirm and ensure that, as between them and The ICR, all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belong to The ICR.
- (K) Inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY were at all material times employed by Domainex to carry out the research from which their contribution to The Invention and The Patent Applications arose.
- (L) Inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY have agreed to execute this Assignment in order to confirm and ensure that, as between them and their employer (Domainex), their contribution to The Invention and The Patent Applications belongs to their employer (Domainex).
- (M) Domainex has agreed to execute this Assignment in order to confirm and ensure that, as between them and The ICR, all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications belong to The ICR.

# Operative provisions:

- In consideration for the payment of £1.00 by The ICR to each of inventors ASHWORTH, LORD, ELLIOTT, and NICULESCU-DUVAZ (the receipt and adequacy of which are hereby acknowledged), and to the extent that they have not already done so, those inventors hereby sell and assign to The ICR absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- In consideration for the payment of £1.00 by Domainex to each of inventors AQIL, BOFFEY, BAYFORD, FIRTH-CLARK, HOPKINS, JARVIS, PERRIOR, SKONE, and KEY (the receipt and adequacy of which are hereby acknowledged), and to the extent that they have not already done so, those inventors hereby sell and assign to Domainex absolutely and free from incumbrances all their rights title and interest in, to, under, and

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arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.

- In consideration for the payment of £1.00 by The ICR to Domainex (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, Domainex hereby sells and assigns to The ICR absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- In consideration for the payment of £1.00 by The Wellcome Trust to inventor PORTER (the receipt and adequacy of which are hereby acknowledged), and to the extent that he has not already done so, that inventor hereby sells and assigns to The Wellcome Trust absolutely and free from incumbrances all his rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- In consideration for the payment of £1.00 by The ICR to The Wellcome Trust (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, The Wellcome Trust hereby sells and assigns to The ICR absolutely and free from incumbrances all their rights title and interest in, to, under, and arising from The Invention and The Patent Applications, and including those rights set out in clause 6 below.
- The rights sold and assigned in clauses 1 through 5 above are all rights title and interest in, to, under, and arising from The Invention and The Patent Applications, including:
  - 6.1 all rights title and interest in all countries of the world in, to, under, and arising from The Invention; The Patent Applications; and all patent applications derived therefrom and any and all patent applications linked by priority thereto and any and all divisionals, continuations and continuations-in-part of any of the aforesaid patent applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof;
  - 6.2 all such rights to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of The Invention to the intent that the grant of any patents or other intellectual property protection for The Invention shall be in the name of and shall vest in The ICR or its successors or assigns; and
  - 6.3 all such rights to claim priority from one or more or all of The Patent Applications in any and all subsequent applications for protection for The Invention, such rights to be enjoyed by The ICR with effect from the dates of filing of The Patent Applications, respectively;

to the intent that The ICR shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by The Inventors, Domainex, and The Wellcome Trust had this Assignment not been made.

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- 7 The Inventors, Domainex, The Wellcome Trust, and The ICR hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any future patent applications in Canada or the United States or any other countries or regions of the world which fall within the scope of clauses 1 to 6 above, 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 intellectual property office for recordation of this document.
- The Inventors, Domainex, and The Wellcome Trust hereby UNDERTAKE that at the request and cost of The ICR or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all patent applications which relate to The Invention) as may be reasonably necessary or desirable to secure the vesting in The ICR or its successors or assigns of all rights title and interest assigned to The ICR hereunder and to confirm the title of The ICR or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning The Invention or any application for patent or other intellectual property protection for The Invention or any intellectual property protection granted pursuant to any such application.
- The Inventors, Domainex, and The Wellcome Trust hereby request the relevant authorities in all countries of the world to issue any patents granted for The Invention in the name of The ICR or its successors or assigns in accordance with this Assignment.
- This Assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of each of The Inventors, Domainex, and The Wellcome Trust, and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of The ICR.
- This agreement shall be governed by and interpreted in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Assignment and undertaking:

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# SCHEDULE

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Mewburn Ellis LLP REFERENCE NO.	COUNTRY	APPLICATION NUMBER	FILING DATE
6919021	GB	1316173.2	11 September 2013
6965479	GB	1403496.1	27 February 2014
6985006	GB	1410387.3	11 June 2014
7061583	wo	PCT/GB2014/052752	11 September 2014
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SIGNED by  ALAN ASHWORTH  at (city, country): ) on (date): ) in the presence of: Witness Signature: Name: Address:	Signature:
SIGNED by CHRISTOPHER JAMES LORD at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	Signature;
SIGNED by RICHARD JAMES ROWLAND ELLIOTT at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	Signature:
SIGNED by  DAN NICULESCU-DUVAZ at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	Signature:

	·
SIGNED by  RODERICK ALAN PORTER at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	DYAYAMANANANANYAY.
SIGNED by  REHAN AQIL at (city, country):	Contract on the second of the second
SIGNED by  RAYMOND JOHN BOFFEY  at (city, country); ) on (date):	*************

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SIGNED by  MELANIE JAYNE BAYFORD  at (city, country):	Signature:
SIGNED by STUART FIRTH-CLARK at (city, country):) on (date):) in the presence of: Witness Signature:	
SIGNED by ANNA HOPKINS at (city, country): on (date): in the presence of: Witness Signature: Name: Address:	Signature:
SIGNED by  ASHLEY NICHOLAS JARVIS  at (city, country):	Signature:

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SIGNED by TREVOR ROBERT PERRIOR  at (city, country): on (date):  in the presence of: Witness Signature: Name: Address:	Signature:
SIGNED by PHILIP ALAN SKONE at (city, country): on (date): in the presence of:) Witness Signature: Name: Address:	Signature:
SIGNED by  REBEKAH ELISABETH KEY  at (city, country):	Signature:

CIONED for and an half of		
SIGNED for and on behalf of DOMAINEX LIMITED	)	Signature:
at (city, country):		Name: EDWARD <u>LITTLER</u>
on (date):	)	Position: CHIEF EXECUTIVE OFFICER
in the presence of:		
Witness Signature:		
Name:		
Address:		
SIGNED for and on behalf of	)	
THE WELLCOME TRUST LIMITED AS TRUSTEE OF THE WELLCOME	)	
TRUST	)	Signature:
at (city, country):		Name:
on (date):	)	Position:
	)	Signature:
	)	Name:Position:
	,	T OSHOTI
in the presence of:		*
Witness Signature:		
Name:		
Address:		
SIGNED for and on behalf of INSTITUTE OF CANCER RESEARCH:	)	and the same of the same
ROYAL CANCER HOSPITAL (THE)	)	Signature: 4 A-L
at (city, country): AGNIXIV. UKon (date):	. )	Name: ANGELA KUKULA
on (uate)	. )	FUSITION OF ENTERPRISE
in the presence of:		
Signature EFWE		
Name: ELEPTICE H. FULLISH.	adar s	
Address: IS COTO WOOD ROAD, SULT		<b>)</b> ,