

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4001019

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ALFONSO ZAMBON	12/11/2014
DAN NICULESCU-DUVAZ	12/11/2014
RICHARD CHUBB	01/22/2015
CAROLINE JOY SPRINGER	12/10/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CANCER RESEARCH TECHNOLOGY LIMITED
<b>Street Address:</b>	407 ST. JOHN STREET
<b>Internal Address:</b>	ANGEL BUILDING
<b>City:</b>	LONDON
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC1V 4AD
<b>Name:</b>	OXY SCIENTIFIC LIMITED
<b>Street Address:</b>	SUNDERLAND ENTERPRISE PARK EAST
<b>Internal Address:</b>	UNITS 97 & 98 SILVERBRIAR, TYNE AND WEAR
<b>City:</b>	SUNDERLAND
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	SR5 2TQ
<b>Name:</b>	INSTITUTE OF CANCER RESEARCH: ROYAL CANCER HOSPITAL (THE)
<b>Street Address:</b>	123 OLD BROMPTON ROAD
<b>Internal Address:</b>	LONDON
<b>City:</b>	GREATER LONDON
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	SW7 3RP
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15038337
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(973)596-0545

***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***

**Phone:** 9735964500  
**Email:** IPDocket@gibbonslaw.com  
**Correspondent Name:** SAMUEL H. MEGERDITCHIAN  
**Address Line 1:** ONE GATEWAY CENTER  
**Address Line 4:** NEWARK, NEW JERSEY 07102-5310

<b>ATTORNEY DOCKET NUMBER:</b>	104610-92916-P1111USPC00
<b>NAME OF SUBMITTER:</b>	SAMUEL H. MEGERDITCHIAN
<b>SIGNATURE:</b>	/SAMUEL H. MEGERDITCHIAN/
<b>DATE SIGNED:</b>	08/10/2016

**Total Attachments: 32**

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1

**ASSIGNMENT OF INVENTION  
AND RELATED INTELLECTUAL PROPERTY RIGHTS**

**Parties:**

**1 'The Inventors'**

**ALFONSO ZAMBON**

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

**RICHARD CHUBB**

of: Onyx Scientific Limited, Units 97 & 98 Silverbriar, Sunderland Enterprise Park East, Sunderland, Tyne and Wear, SR5 2TQ, United Kingdom.

**CAROLINE JOY SPRINGER**

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

**2 'Onyx'**

**ONYX SCIENTIFIC LIMITED**

of: Units 97 & 98 Silverbriar, Sunderland Enterprise Park East, Sunderland, Tyne and Wear, SR5 2TQ, United Kingdom.  
(Company No. 03947634, incorporated under the laws of England & Wales)

**3 'CRT'**

**CANCER RESEARCH TECHNOLOGY LIMITED**

of: Angel Building, 407 St John Street, London, Greater London, EC1V 4AD, United Kingdom.  
(Company No. 01626049, incorporated under the laws of England & Wales)

**4 'The ICR'**

**INSTITUTE OF CANCER RESEARCH: ROYAL CANCER HOSPITAL (THE)**

of: 123 Old Brompton Road, London, Greater 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 "**Methods of chemical synthesis**" and "**Methods for chemical synthesis of 8-(4-aminophenoxy-4H-pyrido[2,3-b]pyrazin-3-one and related compounds**" (hereinafter referred to as "The Invention") for which United Kingdom (GB) patent application number **1320732.9** (hereinafter referred to as "The Priority Application") and International (PCT) patent application number **PCT/GB2014/053489** (hereinafter referred to as "The PCT Application"), as set out in the Schedule hereto, have been filed. (The Priority Application and The PCT Application together with any subsequent applications being hereinafter referred to collectively as "The Patent Applications".)
- (B) The Priority Application and the PCT Application were filed in the names of CRT and The ICR.
- (C) The Inventors, Onyx, CRT, and The ICR variously agreed before The Priority Application was filed that CRT and The ICR would be the joint owners of The Invention and The Patent Applications.
- (D) In pursuance of that agreement, The Inventors, Onyx, CRT, 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 jointly to CRT and The ICR.
- (E) Inventors ZAMBON, NICULESCU-DUVAZ, and SPRINGER 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) Inventor ZAMBON, NICULESCU-DUVAZ, and SPRINGER 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 CHUBB was at all material times employed by Onyx to carry out the research from which his contribution to The Invention and The Patent Applications arose.
- (H) Inventor CHUBB has agreed to execute this Assignment in order to confirm and ensure that, as between him and his employer (Onyx), his contribution to The Invention and The Patent Applications belongs to his employer (Onyx).
- (I) Onyx was at all material times under contract with The ICR to carry out the research from which the contribution of their employee (inventor CHUBB) to The Invention and The Patent Applications arose.
- (J) Onyx 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) The ICR has agreed to execute this Assignment in order to confirm and ensure that, as between them and CRT, all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications are shared equally with CRT.

**Operative provisions:**

- 1 In consideration for the payment of £1.00 by The ICR to each of inventors ZAMBON, NICULESCU-DUVAZ, and SPRINGER (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 5 below.
- 2 In consideration for the payment of £1.00 by Onyx to inventor CHUBB (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 Onyx 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 5 below.
- 3 In consideration for the payment of £1.00 by The ICR to Onyx (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, Onyx 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 5 below.
- 4 In consideration for the payment of £1.00 by CRT to The ICR (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, The ICR hereby sells and assigns to CRT absolutely and free from incumbrances a one-half share of 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 5 below.
- 5 The rights sold and assigned in clauses 1 through 4 above are all rights title and interest in, to, under, and arising from The Invention and The Patent Applications, including:
  - 5.1 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;
  - 5.2 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 CRT and The ICR or their successors or assigns; and
  - 5.3 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 CRT and The ICR with effect from the dates of filing of The Patent Applications, respectively;


to the intent that CRT and 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, Onyx, and The ICR had this Assignment not been made.

- 6 The Inventors, Onyx, CRT, 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 5 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.
- 7 The Inventors, Onyx, CRT, and The ICR hereby UNDERTAKE that at the request and cost of CRT and The ICR or their 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 CRT and The ICR or their successors or assigns of all rights title and interest assigned to CRT and The ICR hereunder and to confirm the title of CRT and The ICR or their 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.
- 8 The Inventors, Onyx, CRT, and The ICR hereby request the relevant authorities in all countries of the world to issue any patents granted for The Invention in the name of CRT and The ICR or their successors or assigns in accordance with this Assignment.
- 9 This Assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of each of Inventors, Onyx, CRT, and The ICR and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of CRT and The ICR.
- 10 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:

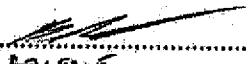
**SCHEDULE**

Mewburn Ellis LLP REFERENCE NO.	COUNTRY	APPLICATION NUMBER	FILING DATE
6943120	GB	1320732.9	25 November 2013 (25.11.2013)
7068414	WO	PCT/GB2014/053489	25 November 2014 (25.11.2014)

SIGNED by	)
<b>ALFONSO ZAMBON</b>	)
at (city, country): LONDON, UK	)
on (date): 11/12/2014	) Signature: 

in the presence of:


Witness

Signature: 

Name: b. BELMIE

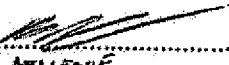
Address: 51 BROOK RD, WOODHAM MARSH, UK

Occupation: SENIOR STAFF SCIENTIST

SIGNED by	)
<b>DAN NICULESCU-DUVAZ</b>	)
at (city, country): LONDON, UK	)
on (date): 11.12.2014	) Signature: 

in the presence of:

Witness

Signature: 

Name: b. BELMIE

Address: 51 BROOK RD, WOODHAM MARSH, UK

Occupation: SENIOR STAFF SCIENTIST

SIGNED by	)
<b>RICHARD CHUBB</b>	)
at (city, country):	)
on (date):	) Signature:

in the presence of:

Witness

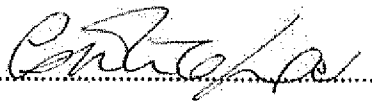
Signature:

Name:

Address:


Occupation:



SIGNED by	)
<b>CAROLINE JOY SPRINGER</b>	)
at (city, country): <u>LONDON, UK</u>	)
on (date): <u>10.12.14</u>	) Signature: <u></u>

in the presence of:

Witness

Signature: 

Name: PAUL INNOCENTI

Address: 37 TORNPIKE AVE SUTTON SURREY SM1 4HB UK

Occupation: SCIENTIST

SIGNED for and on behalf of	)
<b>ONYX SCIENTIFIC LIMITED</b>	)
at (city, country): .....	) Signature: .....
on (date): .....	) Name: .....
	) Position: .....

in the presence of:

Witness

Signature: .....

Name: .....

Address: .....

Occupation: .....

SIGNED for and on behalf of	)
<b>INSTITUTE OF CANCER RESEARCH:</b>	)
<b>ROYAL CANCER HOSPITAL (THE)</b>	)
at (city, country): .....	) Signature: .....
on (date): .....	) Name: <u>ANGELA KUKULA</u>
	) Position: <u>DIRECTOR OF ENTERPRISE</u>

in the presence of:

Witness

Signature: .....

Name: .....

Address: .....

Occupation: .....

SIGNED for and on behalf of	)	
<b>CANCER RESEARCH TECHNOLOGY</b>	)	
<b>LIMITED</b>	)	Signature: .....
at (city, country): .....	)	Name: <b>KEITH BLUNDY</b>
on (date): .....	)	Position: <b>CHIEF EXECUTIVE OFFICER</b>
in the presence of:		
<u>Witness</u>		
Signature: .....		
Name: .....		
Address: .....		
Occupation: .....		

2

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AND RELATED INTELLECTUAL PROPERTY RIGHTS**

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**ALFONSO ZAMBON**

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

**RICHARD CHUBB**

of: Onyx Scientific Limited, Units 97 & 98 Silverbriar, Sunderland Enterprise Park East, Sunderland, Tyne and Wear, SR5 2TQ, United Kingdom.

**CAROLINE JOY SPRINGER**

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

**2 'Onyx'**

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of: Units 97 & 98 Silverbriar, Sunderland Enterprise Park East, Sunderland, Tyne and Wear, SR5 2TQ, United Kingdom.  
(Company No. 03947634, incorporated under the laws of England & Wales)

**3 'CRT'**

**CANCER RESEARCH TECHNOLOGY LIMITED**

of: Angel Building, 407 St John Street, London, Greater London, EC1V 4AD, United Kingdom.  
(Company No. 01626049, incorporated under the laws of England & Wales)

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

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- (A) The Inventors are the joint inventors of the invention or inventions entitled "**Methods of chemical synthesis**" and "**Methods for chemical synthesis of 8-(4-aminophenoxy-4H-pyrido[2,3-b]pyrazin-3-one and related compounds**" (hereinafter referred to as "The Invention") for which United Kingdom (GB) patent application number **1320732.9** (hereinafter referred to as "The Priority Application") and International (PCT) patent application number **PCT/GB2014/053489** (hereinafter referred to as "The PCT Application"), as set out in the Schedule hereto, have been filed. (The Priority Application and The PCT Application together with any subsequent applications being hereinafter referred to collectively as "The Patent Applications".)
- (B) The Priority Application and the PCT Application were filed in the names of CRT and The ICR.
- (C) The Inventors, Onyx, CRT, and The ICR variously agreed before The Priority Application was filed that CRT and The ICR would be the joint owners of The Invention and The Patent Applications.
- (D) In pursuance of that agreement, The Inventors, Onyx, CRT, 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 jointly to CRT and The ICR.
- (E) Inventors ZAMBON, NICULESCU-DUVAZ, and SPRINGER 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) Inventor ZAMBON, NICULESCU-DUVAZ, and SPRINGER 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 CHUBB was at all material times employed by Onyx to carry out the research from which his contribution to The Invention and The Patent Applications arose.
- (H) Inventor CHUBB has agreed to execute this Assignment in order to confirm and ensure that, as between him and his employer (Onyx), his contribution to The Invention and The Patent Applications belongs to his employer (Onyx).
- (I) Onyx was at all material times under contract with The ICR to carry out the research from which the contribution of their employee (inventor CHUBB) to The Invention and The Patent Applications arose.
- (J) Onyx 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) The ICR has agreed to execute this Assignment in order to confirm and ensure that, as between them and CRT, all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications are shared equally with CRT.

**Operative provisions:**

- 1 In consideration for the payment of £1.00 by The ICR to each of inventors ZAMBON, NICULESCU-DUVAZ, and SPRINGER (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 5 below.
- 2 In consideration for the payment of £1.00 by Onyx to Inventor CHUBB (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 Onyx 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 5 below.
- 3 In consideration for the payment of £1.00 by The ICR to Onyx (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, Onyx 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 5 below.
- 4 In consideration for the payment of £1.00 by CRT to The ICR (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, The ICR hereby sells and assigns to CRT absolutely and free from incumbrances a one-half share of 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 5 below.
- 5 The rights sold and assigned in clauses 1 through 4 above are all rights title and interest in, to, under, and arising from The Invention and The Patent Applications, including:
  - 5.1 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;
  - 5.2 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 CRT and The ICR or their successors or assigns; and
  - 5.3 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 CRT and The ICR with effect from the dates of filing of The Patent Applications, respectively;

to the intent that CRT and 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, Onyx, and The ICR had this Assignment not been made.

- 6 The Inventors, Onyx, CRT, 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 5 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.
- 7 The Inventors, Onyx, CRT, and The ICR hereby UNDERTAKE that at the request and cost of CRT and The ICR or their 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 CRT and The ICR or their successors or assigns of all rights title and interest assigned to CRT and The ICR hereunder and to confirm the title of CRT and The ICR or their 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.
- 8 The Inventors, Onyx, CRT, and The ICR hereby request the relevant authorities in all countries of the world to issue any patents granted for The Invention in the name of CRT and The ICR or their successors or assigns in accordance with this Assignment.
- 9 This Assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of each of Inventors, Onyx, CRT, and The ICR and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of CRT and The ICR.
- 10 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:

**SCHEDULE**

Mewburn Ellis LLP REFERENCE NO.	COUNTRY	APPLICATION NUMBER	FILING DATE
6943120	GB	1320732.9	25 November 2013 (25.11.2013)
7068414	WO	PCT/GB2014/053489	25 November 2014 (25.11.2014)

SIGNED by )  
**ALFONSO ZAMBON** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....

in the presence of:

Witness  
Signature: .....  
Name: .....  
Address: .....  
Occupation: .....

SIGNED by )  
**DAN NICULESCU-DUVAZ** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....

in the presence of:

Witness  
Signature: .....  
Name: .....  
Address: .....  
Occupation: .....

SIGNED by )  
**RICHARD CHUBB** )  
at (city, country): *San Antonio, TX* )  
on (date): *22.1.2015* ) Signature: *[Signature]*

in the presence of:

Witness  
Signature: *[Signature]*  
Name: *DEREK LONDSBROUGH*  
Address: *1 THE PADDOCK, ELWICK*  
Occupation: *CIO DIRECTOR*



SIGNED by )  
**CAROLINE JOY SPRINGER** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....

in the presence of:

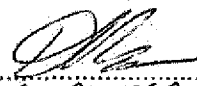
Witness

Signature: .....

Name: .....

Address: .....

Occupation: .....

SIGNED for and on behalf of )  
**ONYX SCIENTIFIC LIMITED** )  
at (city, country): Sunderland, UK )  
on (date): 22.1.2015 ) Signature:  .....  
Name: DENISE BOWSER .....  
Position: COMMERCIAL DIRECTOR .....

in the presence of:

Witness

Signature:  .....

Name: DEREK LOUGHBOROUGH .....

Address: 1 THE ARCADE, ELWICK .....

Occupation: C.O. DIRECTOR .....

SIGNED for and on behalf of )  
**INSTITUTE OF CANCER RESEARCH:** )  
**ROYAL CANCER HOSPITAL (THE)** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....  
Name: ANGELA KUKULA .....  
Position: DIRECTOR OF ENTERPRISE .....

in the presence of:

Witness

Signature: .....

Name: .....

Address: .....

Occupation: .....

SIGNED for and on behalf of	}	Signature: .....
CANCER RESEARCH TECHNOLOGY		
LIMITED		
at (city, country): .....	}	Name: KEITH <u>BLUNDY</u>
on (date): .....		
		Position: CHIEF EXECUTIVE OFFICER

in the presence of:

Witness

Signature: .....

Name: .....

Address: .....

Occupation: .....

**ASSIGNMENT OF INVENTION  
AND RELATED INTELLECTUAL PROPERTY RIGHTS**

**Parties:**

**1 'The Inventors'**

**ALFONSO ZAMBON**

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

**RICHARD CHUBB**

of: Onyx Scientific Limited, Units 97 & 98 Silverbriar, Sunderland Enterprise Park East, Sunderland, Tyne and Wear, SR5 2TQ, United Kingdom.

**CAROLINE JOY SPRINGER**

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

**2 'Onyx'**

**ONYX SCIENTIFIC LIMITED**

of: Units 97 & 98 Silverbriar, Sunderland Enterprise Park East, Sunderland, Tyne and Wear, SR5 2TQ, United Kingdom.  
(Company No. 03947634, incorporated under the laws of England & Wales)

**3 'CRT'**

**CANCER RESEARCH TECHNOLOGY LIMITED**

of: Angel Building, 407 St John Street, London, Greater London, EC1V 4AD, United Kingdom.  
(Company No. 01626049, incorporated under the laws of England & Wales)

**4 'The ICR'**

**INSTITUTE OF CANCER RESEARCH: ROYAL CANCER HOSPITAL (THE)**

of: 123 Old Brompton Road, London, Greater 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 "**Methods of chemical synthesis**" and "**Methods for chemical synthesis of 8-(4-aminophenoxy-4H-pyrido[2,3-b]pyrazin-3-one and related compounds**" (hereinafter referred to as "The Invention") for which United Kingdom (GB) patent application number **1320732.9** (hereinafter referred to as "The Priority Application") and International (PCT) patent application number **PCT/GB2014/053489** (hereinafter referred to as "The PCT Application"), as set out in the Schedule hereto, have been filed. (The Priority Application and The PCT Application together with any subsequent applications being hereinafter referred to collectively as "The Patent Applications".)
- (B) The Priority Application and the PCT Application were filed in the names of CRT and The ICR.
- (C) The Inventors, Onyx, CRT, and The ICR variously agreed before The Priority Application was filed that CRT and The ICR would be the joint owners of The Invention and The Patent Applications.
- (D) In pursuance of that agreement, The Inventors, Onyx, CRT, 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 jointly to CRT and The ICR.
- (E) Inventors ZAMBON, NICULESCU-DUVAZ, and SPRINGER 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) Inventor ZAMBON, NICULESCU-DUVAZ, and SPRINGER 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 CHUBB was at all material times employed by Onyx to carry out the research from which his contribution to The Invention and The Patent Applications arose.
- (H) Inventor CHUBB has agreed to execute this Assignment in order to confirm and ensure that, as between him and his employer (Onyx), his contribution to The Invention and The Patent Applications belongs to his employer (Onyx).
- (I) Onyx was at all material times under contract with The ICR to carry out the research from which the contribution of their employee (inventor CHUBB) to The Invention and The Patent Applications arose.
- (J) Onyx 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) The ICR has agreed to execute this Assignment in order to confirm and ensure that, as between them and CRT, all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications are shared equally with CRT.

**Operative provisions:**

- 1 In consideration for the payment of £1.00 by The ICR to each of inventors ZAMBON, NICULESCU-DUVAZ, and SPRINGER (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 5 below.
- 2 In consideration for the payment of £1.00 by Onyx to inventor CHUBB (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 Onyx 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 5 below.
- 3 In consideration for the payment of £1.00 by The ICR to Onyx (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, Onyx 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 5 below.
- 4 In consideration for the payment of £1.00 by CRT to The ICR (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, The ICR hereby sells and assigns to CRT absolutely and free from incumbrances a one-half share of 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 5 below.
- 5 The rights sold and assigned in clauses 1 through 4 above are all rights title and interest in, to, under, and arising from The Invention and The Patent Applications, including:
  - 5.1 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;
  - 5.2 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 CRT and The ICR or their successors or assigns; and
  - 5.3 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 CRT and The ICR with effect from the dates of filing of The Patent Applications, respectively;

to the intent that CRT and 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, Onyx, and The ICR had this Assignment not been made.

- 6 The Inventors, Onyx, CRT, 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 5 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.
- 7 The Inventors, Onyx, CRT, and The ICR hereby UNDERTAKE that at the request and cost of CRT and The ICR or their 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 CRT and The ICR or their successors or assigns of all rights title and interest assigned to CRT and The ICR hereunder and to confirm the title of CRT and The ICR or their 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.
- 8 The Inventors, Onyx, CRT, and The ICR hereby request the relevant authorities in all countries of the world to issue any patents granted for The Invention in the name of CRT and The ICR or their successors or assigns in accordance with this Assignment.
- 9 This Assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of each of Inventors, Onyx, CRT, and The ICR and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of CRT and The ICR.
- 10 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:

**SCHEDULE**

Mewburn Ellis LLP REFERENCE NO.	COUNTRY	APPLICATION NUMBER	FILING DATE
6943120	GB	1320732.9	25 November 2013 (25.11.2013)
7068414	WO	PCT/GB2014/053489	25 November 2014 (25.11.2014)

SIGNED by )  
**ALFONSO ZAMBON** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....

in the presence of:

Witness

Signature: .....

Name: .....

Address: .....

Occupation: .....

SIGNED by )  
**DAN NICULESCU-DUVAZ** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....

in the presence of:

Witness

Signature: .....

Name: .....

Address: .....

Occupation: .....

SIGNED by )  
**RICHARD CHUBB** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....

in the presence of:

Witness

Signature: .....

Name: .....

Address: .....

Occupation: .....



SIGNED by )  
**CAROLINE JOY SPRINGER** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....

in the presence of:

Witness

Signature: .....

Name: .....

Address: .....

Occupation: .....

SIGNED for and on behalf of )  
**ONYX SCIENTIFIC LIMITED** ) Signature: .....  
at (city, country): ..... ) Name: .....  
on (date): ..... ) Position: .....

in the presence of:

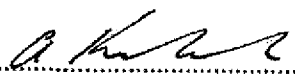
Witness

Signature: .....

Name: .....

Address: .....

Occupation: .....

SIGNED for and on behalf of )  
**INSTITUTE OF CANCER RESEARCH:** )  
**ROYAL CANCER HOSPITAL (THE)** ) Signature:   
at (city, country): SUTTON, UK ) Name: **ANGELA KUKULA**  
on (date): 21/01/2015 ) Position: **DIRECTOR OF ENTERPRISE**

in the presence of:

Witness

Signature: 

Name: **JENNIFER HERBERT**

Address: **ICR, SUTTON, SM2 5PT**

Occupation: **PA to ANGELA KUKULA**

SIGNED for and on behalf of )  
CANCER RESEARCH TECHNOLOGY )  
LIMITED ) Signature: .....  
at (city, country): ..... ) Name: KEITH BLUNDY  
on (date): ..... ) Position: CHIEF EXECUTIVE OFFICER

in the presence of:

Witness

Signature: .....

Name: .....

Address: .....

Occupation: .....

4

**ASSIGNMENT OF INVENTION  
AND RELATED INTELLECTUAL PROPERTY RIGHTS**

**Parties:**

**1 'The Inventors'**

**ALFONSO ZAMBON**

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

**RICHARD CHUBB**

of: Onyx Scientific Limited, Units 97 & 98 Silverbriar, Sunderland Enterprise Park East, Sunderland, Tyne and Wear, SR5 2TQ, United Kingdom.

**CAROLINE JOY SPRINGER**

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

**2 'Onyx'**

**ONYX SCIENTIFIC LIMITED**

of: Units 97 & 98 Silverbriar, Sunderland Enterprise Park East, Sunderland, Tyne and Wear, SR5 2TQ, United Kingdom.  
(Company No. 03947634, incorporated under the laws of England & Wales)

**3 'CRT'**

**CANCER RESEARCH TECHNOLOGY LIMITED**

of: Angel Building, 407 St John Street, London, Greater London, EC1V 4AD, United Kingdom.  
(Company No. 01626049, incorporated under the laws of England & Wales)

**4 'The ICR'**

**INSTITUTE OF CANCER RESEARCH: ROYAL CANCER HOSPITAL (THE)**

of: 123 Old Brompton Road, London, Greater 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 "*Methods of chemical synthesis*" and "*Methods for chemical synthesis of 8-(4-aminophenoxy-4H-pyrido[2,3-b]pyrazin-3-one and related compounds*" (hereinafter referred to as "The Invention") for which United Kingdom (GB) patent application number **1320732.9** (hereinafter referred to as "The Priority Application") and International (PCT) patent application number **PCT/GB2014/053489** (hereinafter referred to as "The PCT Application"), as set out in the Schedule hereto, have been filed. (The Priority Application and The PCT Application together with any subsequent applications being hereinafter referred to collectively as "The Patent Applications".)
- (B) The Priority Application and the PCT Application were filed in the names of CRT and The ICR.
- (C) The Inventors, Onyx, CRT, and The ICR variously agreed before The Priority Application was filed that CRT and The ICR would be the joint owners of The Invention and The Patent Applications.
- (D) In pursuance of that agreement, The Inventors, Onyx, CRT, 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 jointly to CRT and The ICR.
- (E) Inventors ZAMBON, NICULESCU-DUVAZ, and SPRINGER 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) Inventor ZAMBON, NICULESCU-DUVAZ, and SPRINGER 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 CHUBB was at all material times employed by Onyx to carry out the research from which his contribution to The Invention and The Patent Applications arose.
- (H) Inventor CHUBB has agreed to execute this Assignment in order to confirm and ensure that, as between him and his employer (Onyx), his contribution to The Invention and The Patent Applications belongs to his employer (Onyx).
- (I) Onyx was at all material times under contract with The ICR to carry out the research from which the contribution of their employee (inventor CHUBB) to The Invention and The Patent Applications arose.
- (J) Onyx 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) The ICR has agreed to execute this Assignment in order to confirm and ensure that, as between them and CRT, all their rights, title and interest in, to, under and arising from The Invention and The Patent Applications are shared equally with CRT.

**Operative provisions:**

- 1 In consideration for the payment of £1.00 by The ICR to each of inventors ZAMBON, NICULESCU-DUVAZ, and SPRINGER (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 5 below.
- 2 In consideration for the payment of £1.00 by Onyx to inventor CHUBB (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 Onyx 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 5 below.
- 3 In consideration for the payment of £1.00 by The ICR to Onyx (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, Onyx 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 5 below.
- 4 In consideration for the payment of £1.00 by CRT to The ICR (the receipt and adequacy of which are hereby acknowledged), and to the extent that it has not already done so, The ICR hereby sells and assigns to CRT absolutely and free from incumbrances a one-half share of 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 5 below.
- 5 The rights sold and assigned in clauses 1 through 4 above are all rights title and interest in, to, under, and arising from The Invention and The Patent Applications, including:
  - 5.1 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;
  - 5.2 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 CRT and The ICR or their successors or assigns; and
  - 5.3 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 CRT and The ICR with effect from the dates of filing of The Patent Applications, respectively;

to the intent that CRT and 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, Onyx, and The ICR had this Assignment not been made.

- 6 The Inventors, Onyx, CRT, 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 5 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.
- 7 The Inventors, Onyx, CRT, and The ICR hereby UNDERTAKE that at the request and cost of CRT and The ICR or their 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 CRT and The ICR or their successors or assigns of all rights title and interest assigned to CRT and The ICR hereunder and to confirm the title of CRT and The ICR or their 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.
- 8 The Inventors, Onyx, CRT, and The ICR hereby request the relevant authorities in all countries of the world to issue any patents granted for The Invention in the name of CRT and The ICR or their successors or assigns in accordance with this Assignment.
- 9 This Assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of each of Inventors, Onyx, CRT, and The ICR and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of CRT and The ICR.
- 10 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:

**SCHEDULE**

Mewburn Ellis LLP REFERENCE NO.	COUNTRY	APPLICATION NUMBER	FILING DATE
6943120	GB	1320732.9	25 November 2013 (25.11.2013)
7068414	WO	PCT/GB2014/053489	25 November 2014 (25.11.2014)

SIGNED by )  
**ALFONSO ZAMBON** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....

in the presence of:  
Witness  
Signature: .....  
Name: .....  
Address: .....  
Occupation: .....

SIGNED by )  
**DAN NICULESCU-DUVAZ** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....

in the presence of:  
Witness  
Signature: .....  
Name: .....  
Address: .....  
Occupation: .....

SIGNED by )  
**RICHARD CHUBB** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....

in the presence of:  
Witness  
Signature: .....  
Name: .....  
Address: .....  
Occupation: .....



SIGNED by )  
**CAROLINE JOY SPRINGER** )  
at (city, country): ..... )  
on (date): ..... ) Signature: .....

in the presence of:

Witness

Signature: .....

Name: .....

Address: .....

Occupation: .....

SIGNED for and on behalf of )  
**ONYX SCIENTIFIC LIMITED** ) Signature: .....  
at (city, country): ..... ) Name: .....  
on (date): ..... ) Position: .....

in the presence of:

Witness

Signature: .....

Name: .....

Address: .....

Occupation: .....

SIGNED for and on behalf of )  
**INSTITUTE OF CANCER RESEARCH:** )  
**ROYAL CANCER HOSPITAL (THE)** ) Signature: .....  
at (city, country): ..... ) Name: **ANGELA KUKULA**  
on (date): ..... ) Position: **DIRECTOR OF ENTERPRISE**

in the presence of:

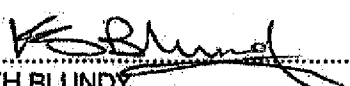
Witness

Signature: .....

Name: .....

Address: .....

Occupation: .....

SIGNED for and on behalf of )  
CANCER RESEARCH TECHNOLOGY )  
LIMITED )  
at (city, country): LONDON, UK ) Signature:  )  
on (date): 20/1/15 ) Name: KEITH BLUNDY )  
Position: CHIEF EXECUTIVE OFFICER

in the presence of:

Witness

Signature: 

Name: Siobhan Kennedy

Address: 65 Swan Lane, London, N20 0PA

Occupation: Executive Assistant