

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4090936

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SUMMIT THERAPEUTICS PLC	06/30/2016
RECEIVING PARTY DATA		
Name:	SUMMIT (OXFORD) LIMITED	
Street Address:	85B, PARK DRIVE	
City:	ABINGDON, OXFORDSHIRE	
State/Country:	UNITED KINGDOM	
Postal Code:	OX14 4RY	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8501713
CORRESPONDENCE DATA		
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
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DATE SIGNED:	10/11/2016	
Total Attachments: 10		
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Dated 30 JUNE 2016

- (1) SUMMIT THERAPEUTICS PLC
- (2) SUMMIT (OXFORD) LIMITED

INTRA-GROUP ASSIGNMENT OF PATENT RIGHTS

(DMD FAMILIES)

DRUCES^{LLP}

Salisbury House
London Wall
London EC2M 5PS
Tel: 020 7638 9271
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Ref: SUM16.4

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THIS DEED is dated

2016

PARTIES

- (3) **SUMMIT THERAPEUTICS PLC** incorporated and registered in England and Wales with company number 05197494 whose registered office is at 85b, Park Drive, Abingdon, Oxfordshire OX14 4RY (Assignor).
- (4) **SUMMIT (OXFORD) LIMITED** incorporated and registered in England and Wales with company number 04636431 whose registered office is at 85b, Park Drive, Abingdon, Oxfordshire OX14 4RY (Assignee).

BACKGROUND

- (A) The Assignor owns the legal title to the intellectual property rights resulting from the clinical stage drug programme undertaken in relation to the treatment of Duchenne muscular dystrophy. The Assignor holds these intellectual property rights on trust for the Assignee, as a result of the Assignee providing funding for this programme.
- (B) The Assignor is the sole shareholder of the Assignee.
- (C) The Assignor has agreed to assign to the Assignee the legal title to the intellectual property rights detailed below on the terms set out in this deed.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

- 1.2 **Assigned Rights:** the Patents (including the right to apply for and/or secure the grant in or outside the United Kingdom of Patent or other protection for the invention described in the Patents (including the patent applications included in such term) and the right to claim priority for the applications for such patent or other protection).
- 1.3 **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.4 **Day:** a period of 24 consecutive hours ending at 12.00 midnight.
- 1.5 **Patents:** the patents and the applications, short particulars of which are set out in Schedule 1.

- 1.6 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.7 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.8 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.9 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.11 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.12 This deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.13 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.14 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.15 A reference to **writing** or **written** includes faxes and email.
- 1.16 Where any statement is qualified by the expression **so far as a party is aware** or to **a party's knowledge** (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.17 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.18 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.19 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.20 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.

2. Confirmatory Declaration of Trust

- 2.1 The Assignor confirms that it has, at all times, held the Assigned Rights as bare trustee for the Assignee and has dealt with the Assigned Rights in accordance with the directions of the Assignee.

3. Assignment

At the direction of the Assignee, as beneficial owner of the Assigned Rights, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:

- 3.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents; and
- 3.1.2 the right to bring, make, oppose, defend or appeal proceedings, claims or actions, and obtain relief and to retain any damages recovered, in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights, whether occurring before, on, or after the date of this deed.

4. Warranties

The Assignor warrants that:

- 4.1.1 it is the sole legal owner of, and owns all the rights and interests in, the Assigned Rights other than those rights and interests already owned by the Assignee;
- 4.1.2 for each of the applications and registrations listed in Schedule 1, it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
- 4.1.3 it has not licensed or assigned any of the Assigned Rights;
- 4.1.4 the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- 4.1.5 it is unaware of any infringement or likely infringement of any of the Assigned Rights;

- 4.1.6 as far as it is aware, there have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights;
- 4.1.7 as far as it is aware, exploitation of the Assigned Rights will not infringe the rights of any third party;
- 4.1.8 all previous assignments of the applications and registrations listed in Schedule 1, are valid and were registered within applicable time limits.

5. Indemnity

- 5.1 The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with any breach of the warranties contained in clause 4
- 5.2 The Assignee shall indemnify the Assignor against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Assignor arising out of or in connection with the Assigned Rights, whether incurred before or after the date of this deed.
- 5.3 At the request of the Assignee, and at the Assignee's expense, the Assignor:-
 - 5.3.1 shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee in relation to the Assigned Rights;
 - 5.3.2 shall, and shall procure that any necessary third party shall, promptly execute such documents and perform such acts as may be required for the purpose of giving full effect to this deed, including registration of the Assignee as applicant or registered proprietor of the Patents.
- 5.4 If a payment due from the Assignor under clause 5.1 is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.

5.5 If a payment due from the Assignee under clause 5.2 is subject to tax (whether by way of direct assessment or withholding at its source), the Assignor shall be entitled to receive from the Assignee such amounts as shall ensure that the net receipt, after tax, to the Assignor in respect of the payment is the same as it would have been were the payment not subject to tax.

5.6 Nothing in this clause shall restrict or limit the general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

6. Further assurance

The Assignor, at the cost of the Assignee, shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts (including executing specific assignments) as may reasonably be required for the purpose of giving full effect to this deed.

7. Waiver

No failure or delay by a party to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

8. Variation

No variation of this deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9. Counterparts

9.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

9.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

10. Third-party rights

No one other than a party to this deed, their successors and permitted assignees, shall have any right to enforce any of its terms.

11. Notices

11.1 Any notice or other communication given to a party under or in connection with this deed shall be in writing and shall be:

11.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

11.1.2 sent by fax to its main fax number **OR** sent by email to the address notified by the parties from time to time.

11.2 Any notice or communication shall be deemed to have been received:

11.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

11.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

11.2.3 if sent by fax or email, at 9.00 am on the next Business Day after transmission.

11.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12. Governing law

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

13. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This deed has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 DMD PATENTS

REF	FAMILY	APPLICATION NO.	PUBLICATION NUMBER (PATENT NUMBER)	PRIORITY DATE	FILING DATE
VOXPCT1(EP)	PCT/GB2007/050055 WO2007/091108	EP07705368.4	EP1966633	10.02.06	09.02.07
VOXPCT1(US)		12/276,769	2009/0075938 (US8518980)	10.02.06	09.02.07
VOXPCT1(US2)	PCT/GB2007/050055 WO2007/091108	13/839,771	US20140018320	10.02.06	09.02.07
VOXPCT1(CA)		2641880	2641880	10.02.06	09.02.07
VOXPCT1(BR)		P07077719-0		10.02.06	09.02.07
VOXPCT1(RU)		2008136371	2462458	10.02.06	09.02.07
VOXPCT1(IN)		4766/CHENP/2038		10.02.06	09.02.07
VOXPCT1(IN2)		Division of above		10.02.06	09.02.07
VOXPCT1(CN)		200780012946.8	ZL200780012946.8	10.02.06	09.02.07
VOXPCT1(KR)		10-2008-7022077	10-1428093	10.02.06	09.02.07
VOXPCT1(KR2)		10-2013-7027768	10-1472248	10.02.06	09.02.07
VOXPCT1(MX)		MX/8/2008/010187	321876	10.02.06	09.02.07
VOXPCT1(AU)	PCT/GB2007/050055 WO2007/091108	2007213451	2007213451	10.02.06	09.02.07
VOXPCT1(NZ)		570625	570625	10.02.06	09.02.07
VOXPCT1(JP)		2008-553834	2009-526034	10.02.06	09.02.07
VOXPCT1(HK)		09104431.0	1125577	10.02.06	09.02.07
VOXPCT1(ID)		W-0200802631	IDP00034977	10.02.06	09.02.07
VOXPCT1(PH)		1-2008-501832	1-2008-501832	10.02.06	09.02.07
VOXPCT1(SG)		200805925-5	145201	10.02.06	09.02.07
VOXPCT1(IL)		193315		10.02.06	09.02.07
VOXPCT1(IL2)		228598		10.02.06	09.02.07
VOXPCT1(ZA)		2009/06986	2008/06986	10.02.06	09.02.07
SUM1(EP)	PCT/GB2008/050648 WO2009/019504	EP08789620.6	EP2170396	03.08.07	01.08.08
SUM1(US)		12/600,242	US2011/0195932 (US8501713)	03.08.07	01.08.08
SUM1(CA)		2685540	2685540	03.08.07	01.08.08
SUM6(US)		12/598,970	8,138,351	15.08.07	14.08.08
SUM75(EP)	PCT/EP2008/006719 WO2009/021749	EP13726699.5	EP2646774	10.05.12	10.05.13
SUM75(US)		PCT/EP2013/059730	US2015238467	10.05.12	10.05.13
SUM77(WO)		WO/2013/167737	WO2016/01882	04.07.14	02.07.15
SUM83		International phase Priority document			30.03.16

Executed as a DEED by SUMMIT
THERAPEUTICS PLC acting by

GLYN EDWARDS

Glyn Edwards

a director in the presence of:

Director

Witness Signature:

R L C

Witness Name:

FRANK M ARMSTRONG

Witness Address:

5 SOUTH PARK DRIVE
GERMISTON CROSS SL9 8JJ

Witness Occupation:

Director

Executed as a DEED by SUMMIT
(OXFORD) LIMITED acting by

GLYN EDWARDS

Glyn Edwards

a director in the presence of:

Director

Witness Signature:

R L C

Witness Name:

FRANK M ARMSTRONG

Witness Address:

5 SOUTH PARK DRIVE
GERMISTON CROSS SL9 8JJ

Witness Occupation:

Director