

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4120412

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CAROLINE JOY SPRINGER	05/20/2011
ION NICULESCU-DUVAZ	05/16/2011
RICHARD MARAIS	05/20/2011
DAN NICULESCU-DUVAZ	05/16/2011
ALFONSO ZAMBON	05/16/2011
DELPHINE MENARD	05/16/2011
RECEIVING PARTY DATA	
Name:	CANCER RESEARCH TECHNOLOGY LIMITED
Street Address:	ANGEL BUILDING
Internal Address:	407 ST JOHN STREET
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	EC1V 4AD
Name:	INSTITUTE OF CANCER RESEARCH: ROYAL CANCER HOSPITAL (THE)
Street Address:	123 OLD BROMPTON ROAD
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	SW7 3RP
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15254103
CORRESPONDENCE DATA	
Fax Number:	(617)428-7045
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(617) 428-0200
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Correspondent Name:	CLARK & ELBING LLP
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PATENT

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ATTORNEY DOCKET NUMBER:		51008-002005
NAME OF SUBMITTER:		J. COOPER MCDONALD, PH.D.
SIGNATURE:		/J. Cooper McDonald, Ph.D./
DATE SIGNED:		10/26/2016
Total Attachments: 24 source=51008_002005_assignment#page1.tif source=51008_002005_assignment#page2.tif source=51008_002005_assignment#page3.tif source=51008_002005_assignment#page4.tif source=51008_002005_assignment#page5.tif source=51008_002005_assignment#page6.tif source=51008_002005_assignment#page7.tif source=51008_002005_assignment#page8.tif source=51008_002005_assignment#page9.tif source=51008_002005_assignment#page10.tif source=51008_002005_assignment#page11.tif source=51008_002005_assignment#page12.tif source=51008_002005_assignment#page13.tif source=51008_002005_assignment#page14.tif source=51008_002005_assignment#page15.tif source=51008_002005_assignment#page16.tif source=51008_002005_assignment#page17.tif source=51008_002005_assignment#page18.tif source=51008_002005_assignment#page19.tif source=51008_002005_assignment#page20.tif source=51008_002005_assignment#page21.tif source=51008_002005_assignment#page22.tif source=51008_002005_assignment#page23.tif source=51008_002005_assignment#page24.tif		

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

Parties:

1 'The Inventors'

CAROLINE SPRINGER

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

ION NICULESCU-DUVAZ

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

RICHARD MARAIS

of: The Institute of Cancer Research, Section of Cell and Molecular Biology, 237 Fulham Road, London, SW3 6JB, United Kingdom.

DAN NICULESCU-DUVAZ

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

ALFONSO ZAMBON

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

DELPHINE MENARD

of: 27 Rue Jules Massenet, 72700, Allonnes, France.

2 'The Institute'

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)

3 'CRT'

CANCER RESEARCH TECHNOLOGY LIMITED

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

Recitals:

(A) The Inventors are the joint inventors of the invention or inventions entitled THERAPEUTIC COMPOUNDS AND THEIR USE ("The Priority Invention") for which United States provisional patent application number 61/300,085 ("The Priority Application"), as set out in the Schedule hereto, was filed on 01 February 2010.

(B) The Priority Application was filed in the name of The Inventors as required by US law.

(C) The Inventors are the joint inventors of the invention or inventions entitled 1-(5-TERT-BUTYL-2-PHENYL-2H-PYRAZOL-3-YL)-3-[2-FLUORO-4-(1-METHYL-2-OXO-2,3-DIHYDRO-1H-IMIDAZO[4,5-B]PYRIDIN-7-YLOXY)-PHENYL]-UREA AND RELATED COMPOUNDS AND THEIR USE IN THERAPY ("The PCT Invention") for which International patent application number PCT/GB2011/000106 ("The PCT Application"), as set out in the Schedule hereto, was filed on 27 January 2011, claiming priority benefit of The Priority Application.

(C) The Inventors were at all relevant times employed by The Institute and in accordance with the terms of their employment and the operation of the UK Patents Act 1977 all of their rights in The Priority Invention and The PCT Invention belong to The Institute.

(D) The Inventors, The Institute, and CRT agreed before The Priority Application was filed that The Institute and CRT would be the joint owners of The Priority Invention, The Priority Application, and any and all other patent applications linked by priority to The Priority Application, and that all rights in The Priority Invention, The Priority Application, and any and all other patent applications linked by priority to the Priority Application, would be shared by The Institute and CRT.

(E) The Inventors, The Institute, and CRT agreed before The PCT Application was filed that The Institute and CRT would be the joint owners of The PCT Invention and The PCT Application, including any and all national and regional phase applications arising therefrom, and that all rights in The PCT Invention and The PCT Application, including any and all national and regional phase applications arising therefrom, would be shared by The Institute and CRT.

(F) The Inventors have agreed to execute this Assignment in order to confirm and ensure that, as between them and The Institute, all their rights, title and interest in, to, under and arising from: The Priority Invention; The Priority Application; any and all patent applications linked by priority to The Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Institute.

(G) The Institute 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 Priority Invention; The Priority Application; any and all patent applications linked by priority to The Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; are shared with CRT.

Operative provisions:

In accordance with and subject to the terms of the above-mentioned agreements and in consideration for the payment of £1.00 and other valuable consideration by CRT to The Inventors and The Institute the receipt and sufficiency of which is hereby acknowledged by The Inventors and The Institute:

1 The Inventors do hereby confirm that pursuant to the terms of their employment and by the operation of the United Kingdom Patents Act 1977 any and all rights which they would otherwise own in The Priority Invention; The Priority Application; any and all patent applications linked by priority to The Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Institute and for the avoidance of doubt each of them hereby sells and assigns to The Institute, which accepts absolutely and free from incumbrances any and all of rights which they may have in The Priority Invention; The Priority Application; any and all patent applications linked by priority to The Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; and The Institute further assigns to CRT, which accepts, absolutely and free from incumbrances a one-half share all of its rights in The Priority Invention; The Priority Application; any and all patent applications linked by priority to The Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom. The rights or the share of the rights referred to herein shall include without limitation:

1.1 all rights title and interest in all countries and regions of the world in to and under The Priority Invention; The Priority Application; any and all patent applications linked by priority to The Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; and any and all divisionals, continuations and continuations-in-part of any of the aforesaid 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 and to retain any damages obtained as a result of such action;

1.2 all such rights as The Inventors or The Institute may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of The Priority Invention and/or The PCT Invention to the intent that the grant of any patents or other intellectual property protection for The Priority Invention and/or The PCT Invention shall be in the name of and shall vest jointly in The Institute and CRT or their respective successors or assigns;

1.3 all such rights as The Inventors or The Institute may have to claim priority from The Priority Application and/or The PCT Application in any and all applications for patent protection for The Priority Invention and/or The PCT Invention, such right to be enjoyed by The Institute and CRT as from the date of filing of The Priority Application and/or The PCT Application from which priority is claimed.

2 The Inventors, The Institute, and CRT 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 shall fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules any Patent Office for recordation of this document.

3 The Inventors and The Institute hereby UNDERTAKE that at the request and cost of CRT 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 Priority Invention and/or The PCT Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in The Institute or CRT or their respective successors or assigns of all rights title and interest assigned to The Institute or CRT hereunder and to confirm the title of The Institute or CRT or their respective successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning The Priority Invention and/or The PCT Invention or any application for patent or other intellectual property protection for The Priority Invention and/or The PCT Invention or any intellectual property protection granted pursuant to any such application.

4 The Inventors and The Institute hereby request the relevant authorities in all countries of the world to issue any patents granted for The Priority Invention and/or The PCT Invention in the joint names of The Institute and CRT or there respective successors or assigns in accordance with this assignment.

5 This assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of the Inventors and The Institute and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of CRT.


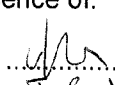
6 This assignment and undertaking shall be governed by and interpreted in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this assignment and undertaking.

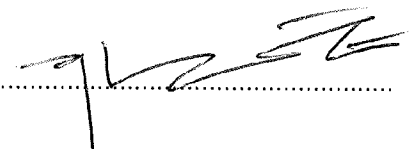
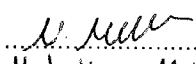
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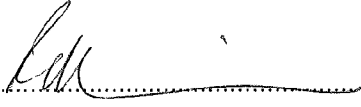

Assignment
US 61/300,085 and PCT/GB2011/000106


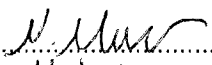
IN WITNESS WHEREOF the parties hereto have executed this Assignment and undertaking:

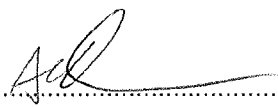
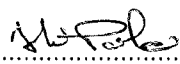
<u>SCHEDULE</u>			
Mewburn Ellis Reference No.	Country	Application Number	Application Date
6646079	US	61/300,085	01 February 2010 (01.02.2010)
6740799	WO	PCT/GB2011/000106	27 January 2011 (27.01.2011)

SIGNED by)
CAROLINE SPRINGER)
at (city, country): LONDON, UK)
on (date): 20.05.2011) Signature: 
in the presence of:)
Witness
Signature: 
Name: J. R. Wilson
Address: 31 GOSMERE ROAD, WOODS NO 2ND

SIGNED by)
ION NICULESCU-DUVAZ)
at (city, country): SUTTON, UK)
on (date): 16.05.2011) Signature: 
in the presence of:)
Witness
Signature: 
Name: Natalie Miller
Address: 15 Cotswold Rd Sutton, SM2 5UQ

SIGNED by)
RICHARD MARAIS)
at (city, country): LONDON, UK)
on (date): 20.05.2011) Signature: 
in the presence of:)
Witness)
Signature: 
Name: J.R. WILSON)
Address: 37 GRASMERE RD, LONDON, N10 2DH)

SIGNED by)
DAN NICULESCU-DUVAZ)
at (city, country): SUTTON, UK)
on (date): 16.05.2011) Signature: 
in the presence of:)
Witness)
Signature: 
Name: Natalie Miller)
Address: 15 CATSWOLD RD, SUTTON, SM2 5NA)

SIGNED by)
ALFONSO ZAMBON)
at (city, country): SUTTON, UK)
on (date): 16 / 05 / 2005) Signature: 
in the presence of:)
Witness)
Signature: 
Name: PAULO INNOCENTI)
Address: 37 TURNPIKE LANE, SUTTON, SURREY SM1 4HB)

SIGNED by)
DELPHINE MENARD)
at (city, country):)
on (date):) Signature:)
in the presence of:)
Witness)
Signature:)
Name:)
Address:)

SIGNED for and on behalf of)
INSTITUTE OF CANCER RESEARCH:)
ROYAL CANCER HOSPITAL (THE)) Signature:
at (city, country):) Name: **CATHY SCIVIER**
on (date):) Position: **CHIEF OPERATING OFFICER**
in the presence of:)
Witness
Signature:
Name:
Address:

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:

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

Parties:

1 'The Inventors'

CAROLINE SPRINGER

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

ION NICULESCU-DUVAZ

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

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of: The Institute of Cancer Research, Section of Cell and Molecular Biology, 237 Fulham Road, London, SW3 6JB, United Kingdom.

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DELPHINE MENARD

of: 27 Rue Jules Massenet, 72700, Allonnes, France.

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INSTITUTE OF CANCER RESEARCH: ROYAL CANCER HOSPITAL (THE)

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CANCER RESEARCH TECHNOLOGY LIMITED

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1.1 all rights title and interest in all countries and regions of the world in to and under The Priority Invention; The Priority Application; any and all patent applications linked by priority to The Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; and any and all divisionals, continuations and continuations-in-part of any of the aforesaid 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 and to retain any damages obtained as a result of such action;

1.2 all such rights as The Inventors or The Institute may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of The Priority Invention and/or The PCT Invention to the intent that the grant of any patents or other intellectual property protection for The Priority Invention and/or The PCT Invention shall be in the name of and shall vest jointly in The Institute and CRT or their respective successors or assigns;

1.3 all such rights as The Inventors or The Institute may have to claim priority from The Priority Application and/or The PCT Application in any and all applications for patent protection for The Priority Invention and/or The PCT Invention, such right to be enjoyed by The Institute and CRT as from the date of filing of The Priority Application and/or The PCT Application from which priority is claimed.

2 The Inventors, The Institute, and CRT 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 shall fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules any Patent Office for recordation of this document.

3 The Inventors and The Institute hereby UNDERTAKE that at the request and cost of CRT 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 Priority Invention and/or The PCT Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in The Institute or CRT or their respective successors or assigns of all rights title and interest assigned to The Institute or CRT hereunder and to confirm the title of The Institute or CRT or their respective successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning The Priority Invention and/or The PCT Invention or any application for patent or other intellectual property protection for The Priority Invention and/or The PCT Invention or any intellectual property protection granted pursuant to any such application.

4 The Inventors and The Institute hereby request the relevant authorities in all countries of the world to issue any patents granted for The Priority Invention and/or The PCT Invention in the joint names of The Institute and CRT or there respective successors or assigns in accordance with this assignment.

5 This assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of the Inventors and The Institute and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of CRT.

6 This assignment and undertaking 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 assignment and undertaking.

WJW/LP6646079
CJS-3263

Assignment
US 61/300,085 and PCT/GB2011/000106

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

<u>SCHEDULE</u>			
Mewburn Ellis Reference No.	Country	Application Number	Application Date
6646079	US	61/300,085	01 February 2010 (01.02.2010)
6740799	WO	PCT/GB2011/000106	27 January 2011 (27.01.2011)


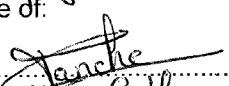
SIGNED by)
<u>CAROLINE SPRINGER</u>)
at (city, country):)
on (date):) Signature:
in the presence of:)
<u>Witness</u>	
Signature:	
Name:	
Address:	

SIGNED by)
<u>ION NICULESCU-DUVAZ</u>)
at (city, country):)
on (date):) Signature:
in the presence of:)
<u>Witness</u>	
Signature:	
Name:	
Address:	

SIGNED by)
RICHARD MARAIS)
at (city, country):)
on (date):) Signature:
in the presence of:)
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)
ALFONSO ZAMBON)
at (city, country):)
on (date):) Signature:
in the presence of:)
Witness
Signature:
Name:
Address:

SIGNED by)
DELPHINE MENARD)
at (city, country): Garges les Gonesse, France)
on (date): 16 May 2011) Signature: 
in the presence of:)
Witness
Signature: 
Name: MARCHE Catherine
Address: 21 Rue du Tiers Lot
95440 Garges Les Gonesse France

SIGNED for and on behalf of)
INSTITUTE OF CANCER RESEARCH:)
ROYAL CANCER HOSPITAL (THE)) Signature:
at (city, country):) Name: **CATHY SCIVIER**
on (date):) Position: **CHIEF OPERATING OFFICER**
in the presence of:)
Witness
Signature:
Name:
Address:

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:

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

Parties:

1 'The Inventors'

CAROLINE SPRINGER

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

ION NICULESCU-DUVAZ

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

RICHARD MARAIS

of: The Institute of Cancer Research, Section of Cell and Molecular Biology, 237 Fulham Road, London, SW3 6JB, United Kingdom.

DAN NICULESCU-DUVAZ

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

ALFONSO ZAMBON

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

DELPHINE MENARD

of: 27 Rue Jules Massenet, 72700, Allonnes, France.

2 'The Institute'

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)

3 'CRT'

CANCER RESEARCH TECHNOLOGY LIMITED

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

Recitals:

(A) The Inventors are the joint inventors of the invention or inventions entitled THERAPEUTIC COMPOUNDS AND THEIR USE ("The Priority Invention") for which United States provisional patent application number 61/300,085 ("The Priority Application"), as set out in the Schedule hereto, was filed on 01 February 2010.

(B) The Priority Application was filed in the name of The Inventors as required by US law.

(C) The Inventors are the joint inventors of the invention or inventions entitled 1-(5-TERT-BUTYL-2-PHENYL-2H-PYRAZOL-3-YL)-3-[2-FLUORO-4-(1-METHYL-2-OXO-2,3-DIHYDRO-1H-IMIDAZO[4,5-B]PYRIDIN-7-YLOXY)-PHENYL]-UREA AND RELATED COMPOUNDS AND THEIR USE IN THERAPY ("The PCT Invention") for which International patent application number PCT/GB2011/000106 ("The PCT Application"), as set out in the Schedule hereto, was filed on 27 January 2011, claiming priority benefit of The Priority Application.

(C) The Inventors were at all relevant times employed by The Institute and in accordance with the terms of their employment and the operation of the UK Patents Act 1977 all of their rights in The Priority Invention and The PCT Invention belong to The Institute.

(D) The Inventors, The Institute, and CRT agreed before The Priority Application was filed that The Institute and CRT would be the joint owners of The Priority Invention, The Priority Application, and any and all other patent applications linked by priority to The Priority Application, and that all rights in The Priority Invention, The Priority Application, and any and all other patent applications linked by priority to the Priority Application, would be shared by The Institute and CRT.

(E) The Inventors, The Institute, and CRT agreed before The PCT Application was filed that The Institute and CRT would be the joint owners of The PCT Invention and The PCT Application, including any and all national and regional phase applications arising therefrom, and that all rights in The PCT Invention and The PCT Application, including any and all national and regional phase applications arising therefrom, would be shared by The Institute and CRT.

(F) The Inventors have agreed to execute this Assignment in order to confirm and ensure that, as between them and The Institute, all their rights, title and interest in, to, under and arising from: The Priority Invention; The Priority Application; any and all patent applications linked by priority to The Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Institute.

(G) The Institute 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 Priority Invention; The Priority Application; any and all patent applications linked by priority to The Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; are shared with CRT.

Operative provisions:

In accordance with and subject to the terms of the above-mentioned agreements and in consideration for the payment of £1.00 and other valuable consideration by CRT to The Inventors and The Institute the receipt and sufficiency of which is hereby acknowledged by The Inventors and The Institute:

1 The Inventors do hereby confirm that pursuant to the terms of their employment and by the operation of the United Kingdom Patents Act 1977 any and all rights which they would otherwise own in The Priority Invention; The Priority Application; any and all patent applications linked by priority to The Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; belong to The Institute and for the avoidance of doubt each of them hereby sells and assigns to The Institute, which accepts absolutely and free from incumbrances any and all of rights which they may have in The Priority Invention; The Priority Application; any and all patent applications linked by priority to The Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; and The Institute further assigns to CRT, which accepts, absolutely and free from incumbrances a one-half share all of its rights in The Priority Invention; The Priority Application; any and all patent applications linked by priority to The Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom. The rights or the share of the rights referred to herein shall include without limitation:

1.1 all rights title and interest in all countries and regions of the world in to and under The Priority Invention; The Priority Application; any and all patent applications linked by priority to The Priority Application; The PCT Invention; and The PCT Application, including any and all national and regional phase applications arising therefrom; and any and all divisionals, continuations and continuations-in-part of any of the aforesaid 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 and to retain any damages obtained as a result of such action;

1.2 all such rights as The Inventors or The Institute may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of The Priority Invention and/or The PCT Invention to the intent that the grant of any patents or other intellectual property protection for The Priority Invention and/or The PCT Invention shall be in the name of and shall vest jointly in The Institute and CRT or their respective successors or assigns;

1.3 all such rights as The Inventors or The Institute may have to claim priority from The Priority Application and/or The PCT Application in any and all applications for patent protection for The Priority Invention and/or The PCT Invention, such right to be enjoyed by The Institute and CRT as from the date of filing of The Priority Application and/or The PCT Application from which priority is claimed.

2 The Inventors, The Institute, and CRT 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 shall fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules any Patent Office for recordation of this document.

3 The Inventors and The Institute hereby UNDERTAKE that at the request and cost of CRT 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 Priority Invention and/or The PCT Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in The Institute or CRT or their respective successors or assigns of all rights title and interest assigned to The Institute or CRT hereunder and to confirm the title of The Institute or CRT or their respective successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning The Priority Invention and/or The PCT Invention or any application for patent or other intellectual property protection for The Priority Invention and/or The PCT Invention or any intellectual property protection granted pursuant to any such application.

4 The Inventors and The Institute hereby request the relevant authorities in all countries of the world to issue any patents granted for The Priority Invention and/or The PCT Invention in the joint names of The Institute and CRT or there respective successors or assigns in accordance with this assignment.

5 This assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of the Inventors and The Institute and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of CRT.

6 This assignment and undertaking 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 assignment and undertaking.

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

<u>SCHEDULE</u>			
Mewburn Ellis Reference No.	Country	Application Number	Application Date
6646079	US	61/300,085	01 February 2010 (01.02.2010)
6740799	WO	PCT/GB2011/000106	27 January 2011 (27.01.2011)

SIGNED by)
CAROLINE SPRINGER)
at (city, country):)
on (date):) Signature:
in the presence of:)
Witness
Signature:
Name:
Address:


SIGNED by)
ION NICULESCU-DUVAZ)
at (city, country):)
on (date):) Signature:
in the presence of:)
Witness
Signature:
Name:
Address:

SIGNED by)
RICHARD MARAIS)
at (city, country):)
on (date):) Signature:
in the presence of:)
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)
ALFONSO ZAMBON)
at (city, country):)
on (date):) Signature:
in the presence of:)
Witness
Signature:
Name:
Address:

SIGNED by)
DELPHINE MENARD)
at (city, country):)
on (date):) Signature:
in the presence of:)
Witness
Signature:
Name:
Address:

SIGNED for and on behalf of)	
INSTITUTE OF CANCER RESEARCH:)	
ROYAL CANCER HOSPITAL (THE))	Signature: 
at (city, country): <u>London, UK</u>)	Name: CATHY SCIVIER
on (date): <u>07 JUNE 2011</u>)	Position: CHIEF OPERATING OFFICER
in the presence of:)	
<u>Witness</u>		
Signature: <u>D. Frome</u>		
Name: <u>D. FROME</u>		
Address: <u>123 OLD BRAMPTON RD</u>		
<u>LONDON SW7 3RP</u>		

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:)	
<u>Witness</u>		
Signature:		
Name:		
Address:		

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

Parties:

1 'The Inventors'

CAROLINE SPRINGER

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

ION NICULESCU-DUVAZ

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

RICHARD MARAIS

of: The Institute of Cancer Research, Section of Cell and Molecular Biology, 237 Fulham Road, London, SW3 6JB, United Kingdom.

DAN NICULESCU-DUVAZ

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

ALFONSO ZAMBON

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

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SIGNED by)
CAROLINE SPRINGER)
at (city, country):)
on (date):) Signature:
in the presence of:)
Witness
Signature:
Name:
Address:

SIGNED by)
ION NICULESCU-DUVAZ)
at (city, country):)
on (date):) Signature:
in the presence of:)
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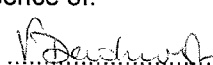
SIGNED by)
RICHARD MARAIS)
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on (date):) Signature:
in the presence of:)
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DAN NICULESCU-DUVAZ)
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ALFONSO ZAMBON)
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DELPHINE MENARD)
at (city, country):)
on (date):) Signature:
in the presence of:)
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SIGNED for and on behalf of)
INSTITUTE OF CANCER RESEARCH:)
ROYAL CANCER HOSPITAL (THE)) Signature:
at (city, country):) Name: **CATHY SCIVIER**
on (date):) Position: **CHIEF OPERATING OFFICER**
in the presence of:)
Witness
Signature:
Name:
Address:

SIGNED for and on behalf of)
CANCER RESEARCH TECHNOLOGY)
LIMITED) Signature: 
at (city, country): LONDON, UK) Name: **KEITH BLUNDY**
on (date): 31/5/11) Position: **CHIEF EXECUTIVE OFFICER**
in the presence of:)
Witness
Signature: 
Name: VICKY DEWHURST
Address: CANCER RESEARCH TECHNOLOGY LTD
ANGEL BUILDING, 407 ST JOHN STREET, LONDON EC1V 4AD