

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID G. WILLIAMS	08/10/2016
RECEIVING PARTY DATA	
Name:	ADC THERAPEUTICS S.A.
Street Address:	ROUTE DE LA CORNICHE 3B
City:	1066 EPALINGES
State/Country:	SWITZERLAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15304089
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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ATTORNEY DOCKET NUMBER:	065435-9262-US00
NAME OF SUBMITTER:	CHARLENE L. YAGER
SIGNATURE:	/charlene l. yager/
DATE SIGNED:	01/03/2017
Total Attachments: 8	
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ASSIGNMENT OF INVENTION & RELATED INTELLECTUAL PROPERTY RIGHTS

PARTIES

- (1) **WILLIAMS, DAVID GARETH** of 56 Whitehorse Drive, Epsom, Surrey KT18 7LY, United Kingdom (the **Inventor**);
- (2) **DATAMABS LIMITED** incorporated and registered in England and Wales with company number 08332382 whose registered office is at Brunel House, 340 Firecrest Court, Centre Park, Warrington, WA1 1RG, UK (the **Employer**);
- (3) **MEDIMMUNE LIMITED** incorporated and registered in England & Wales with company number 02451177 whose registered office is at Milstein Building, Granta Park, Cambridge, Cambridgeshire CB21 6GH, United Kingdom (**Medimmune**);
- (4) **A.T. DEVELOPMENT SWITZERLAND SÀRL** (previously C.T. Development Switzerland Sàrl) incorporated and registered in in Switzerland with UID CHE-114.136.712 whose principle place of business and office is located at Rue Saint Pierre 2, 1003 Lausanne, Switzerland (**ATDS**); and
- (5) **ADC THERAPEUTICS S.A.** (previously 10ADC Sàrl and ADC Therapeutics Sàrl) incorporated and registered in Switzerland with UID CHE-461.408.645 whose registered office is at Route de la Corniche 3B, 1066 Epalinges, Switzerland (the **Assignee**).

BACKGROUND

- (A) The Inventor is an inventor of the Invention for which the Patent Applications have been or will be filed. The contributions of the Inventor to the Invention were made in the course of the duties of the Inventor as an employee of the Employer, and either the circumstances were such that an invention might reasonably have been expected to result from the carrying out of those duties, or the nature of those duties was such that the Inventor had a special obligation to further the interests of the Employer's undertaking.
- (B) The Inventor and the Employer believe that, either by operation of law or by virtue of an agreement entered into by the Inventor and the Employer before the making of the Invention, the Employer was, at the time the Invention was made, entitled to the whole of the property in the contributions of the Inventor to the Invention.
- (C) Spirogen Limited a company incorporated and registered in England and Wales with company number 03925441 whose registered office is at UCL Cancer Institute, Paul O'Gorman Building, 72 Huntley Street, London, WC1E 6BT, UK (**Spirogen**) was acquired by Spirogen Sàrl by way of a share purchase agreement dated 14 September 2012, following which Spirogen Sàrl effected a demerger which, among other things effected the transfer of

the entire issued share capital of Spirogen (then called ADCP) to ADC Products Switzerland Sàrl. On 15 October 2013, the entire issued share capital of Spirogen Sàrl was transferred to AstraZeneca UK Ltd, and the relevant assets transferred to Medimmune, a wholly owned indirect subsidiary of AstraZeneca UK Ltd.

- (D) The Employer has assigned or has agreed to assign all its rights, title and interest in, to and arising from the Invention and the Patent Applications to Spirogen now Medimmune by virtue of the Service Agreement dated 24 January 2013.
- (E) Spirogen now Medimmune in turn has assigned or has agreed to assign all its rights, title and interest in, to and arising from the Invention and the Patent Applications to the Assignee, then known as 10ADC Sàrl, by virtue of the Management Services Agreement dated 27 July 2011 (pursuant to the Investment Agreement between the parties dated 16 May 2011).
- (F) The Assignee, then known as 10ADC Sàrl in turn has assigned or has agreed to assign all its rights, title and interest in, to and arising from the Invention and the Patent Applications to ATDS by virtue of the Assignment Agreement dated 15 September 2011.
- (G) ATDS and the Assignee are parties to the Development Master Services Agreement dated 1 April 2013 (the DSMA) which governs the supply of ATDS's services to the Assignee. Under this DSMA ATDS has assigned or has agreed to assign all its rights, title and interest in, to and arising from the Invention and the Patent Applications to the Assignee
- (H) In case the Employer for any reason was not, at the time the Invention was made, entitled to the whole of the property in the contributions of the Inventor to the Invention, and in order to provide documentary evidence that the Assignee is the owner of both the legal title and the beneficial interest in the Patent Applications and in any contributions of the Inventor to the Invention, including any further contributions that the Inventor may make to the development or improvement of the Invention, the Inventor, Medimmune, ATDS and the Employer have agreed to execute this Assignment to assign to the Assignee all their rights, title and interest in, to and arising from the Invention and the Patent Applications on the terms set out in this Assignment.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Assignment.

Completion Applications means the completion patent applications, short particulars of which are set out in Part 2 of the Schedule.

Future Applications means any future applications linked by one or more priorities to the Completion Applications and all matter contained in such future applications.

Invention means the invention or inventions entitled HUMANIZED ANTI-TN-MUC1 ANTIBODIES AND THEIR CONJUGATES

Patent Applications means the Priority Applications, the Completion Applications and the Future Applications and any and all:

- (a) national and regional phase applications of all such applications; and
- (b) divisions, continuations and continuations-in-part of all such applications; and
- (c) patents that may be granted pursuant to any of the aforesaid applications for their full period, including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates.

Priority Applications means the priority patent applications, short particulars of which are set out in Part 1 of the Schedule.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. **ASSIGNMENT**

In consideration of the sum of £1 (sufficiency and receipt of which the Inventor expressly acknowledges), the Inventor, the Employer, Medimmune and ATDS hereby assign absolutely to the Assignee all their right, title and interest in Canada, the United States and all other countries of the world in, to and arising from the Invention and, with effect from immediately prior to the filing of each, the Patent Applications including (but not limited to):

- (a) in respect of the Invention and any invention that shall be disclosed in, and all matter that shall be contained in, any of the Patent Applications, the right to file applications, claim priority from such applications, and prosecute and obtain grant of patent or other intellectual property protection in respect of any country, region or territory in the world;
- (b) in respect of each and any Patent Application:
 - (i) the right to claim priority from and to prosecute and obtain grant of patents; and
 - (ii) the right to file divisional applications based on the Patent Applications and to prosecute and obtain grant of patent on each and any such divisional application.

- (c) the right to extend to, or register in or in respect of any country, region or territory in the world, each and any of the Patent Applications and to extend to or register in, or in respect of, any country, region or territory in the world any patent or other intellectual property protection granted on any of such applications;
- (d) the absolute entitlement to any patents granted pursuant to any Patent Application; and
- (e) the right to bring, make, oppose or defend claims or actions, appeal proceedings and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership of the Inventions and the Patent Applications, whether occurring before on or after the date of this Assignment.

3. FURTHER ASSURANCE

The Inventor, the Employer, Medimmune and ATDS shall, at the Assignee's cost, perform all further acts and things, and execute all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment, including (but not limited to):

- (a) documents required to be signed by or on behalf of the Inventor, the Employer, Medimmune or ATDS in the course of any and all Canadian or United States or any other applications which relate to the Invention or to any inventions that shall be disclosed in any of the Patent Applications;
- (b) registration of the Assignee as applicant for, or proprietor of, the Patent Applications; and
- (c) assisting the Assignee in obtaining, defending and enforcing any of the Patent Applications, and assisting with any other proceedings which may be brought by or against the Assignee by any third party or in the resolution of any question concerning the Invention, or the Patent Applications or any inventions that shall be disclosed in any of the Patent Applications.

4. POWER OF ATTORNEY

The Inventor, the Employer, Medimmune, ATDS and the Assignee grant the firm of Mewburn Ellis LLP the power to insert in Part 3 of the Schedule to this Assignment any further identification of any existing or future patent applications in Canada or the United States or any other countries, regions or territories of the world, which shall fall within the scope of clause 2 above, or 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 patent office for the recordal of this Assignment. It is agreed that Mewburn Ellis LLP

has represented only the Assignee and will continue to represent only the Assignee with respect to this Assignment.

5. ISSUE OF PATENTS

The Inventor, the Employer, Mediummune and ATDS request the US Commissioner of Patents and the relevant authorities in all countries, regions and territories of the world to issue any patents granted for the Inventions or pursuant to any of the Patent Applications in the name of the Assignee (either alone or jointly with any co-applicant) in accordance with this Assignment.

6. WAIVER

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

7. COUNTERPARTS

This Assignment may be executed in any number of counterparts, each of which when executed shall constitute an original of this Assignment, but all the counterparts shall together constitute the same agreement.

8. GOVERNING LAW AND JURISDICTION

This Assignment shall be governed by and construed in accordance with the law of England and Wales. The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment.

Schedule: The Patent Applications

Part 1: Priority Applications

Country	Application No.	Application Date	Title
GB	1406767.2	15 April 2014	HUMANIZED ANTI-TN-MUC1 ANTIBODIES AND THEIR CONJUGATES

Part 2: Completion Applications

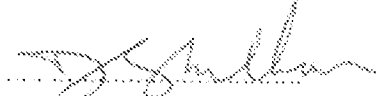
Country/region	Application No.	Application Date	Title
WO	PCT/GB2015/051141	15 April 2015	HUMANIZED ANTI-TN-MUC1 ANTIBODIES AND THEIR CONJUGATES

Part 3: Identification of some, but not necessarily all, patent applications falling within the scope of clause 2 of this Assignment

Country/region	Application No.	Application Date	Title	Signature for Mewburn Ellis LLP

Executed by **DAVID GARETH WILLIAMS** in the presence of:

.....
.....


.....
SIGNATURE OF INVENTOR

SIGNATURE OF WITNESS

NAME: L.A. MASTERSON

ADDRESS: 133 GLOBE AVENUE ENFIELD EN2 8NZ

OCCUPATION: CHEMIST

DATE: 10/08/2016

Executed by **DATAMABS LIMITED**
acting by **DAVID GARETH WILLIAMS**, a
director, in the presence of:

.....
.....


.....
SIGNATURE OF DIRECTOR

SIGNATURE OF WITNESS

NAME: L.A. MASTERSON

ADDRESS: 133 GLOBE AVENUE ENFIELD EN2 8NZ

OCCUPATION: CHEMIST

DATE: 10/08/2016

Executed by **MEDIMMUNE LIMITED** acting by
....., a director, in
the presence of:

.....
.....

.....
SIGNATURE OF DIRECTOR

SIGNATURE OF WITNESS

NAME:

ADDRESS:

OCCUPATION:

DATE:

Executed by A.T. DEVELOPMENT
SWITZERLAND SARL acting by
....., a director, in
the presence of:

.....
SIGNATURE OF DIRECTOR

.....
SIGNATURE OF WITNESS
NAME:
ADDRESS:
OCCUPATION:
DATE:

Executed by ADC
THERAPEUTICS S.A. acting by
....., a director, in
the presence of:

.....
SIGNATURE OF DIRECTOR

.....
SIGNATURE OF WITNESS
NAME:
ADDRESS:
OCCUPATION:
DATE: