

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PHILIP WILSON HOWARD	05/07/2015
STEPHEN JOHN GREGSON	05/07/2015
JEAN-NOEL LEVY	02/12/2014
RECEIVING PARTY DATA	
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Street Address:	MILSTEIN BUILDING
Internal Address:	GRANTA PARK
City:	CAMBRIDGE CB21 6GH
State/Country:	UNITED KINGDOM
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15510345
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NAME OF SUBMITTER:	CHARLENE L. YAGER
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DATE SIGNED:	03/13/2017
Total Attachments: 6	
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ASSIGNMENT OF INVENTION & RELATED INTELLECTUAL PROPERTY RIGHTS

PARTIES

- (1) **PHILIP WILSON HOWARD** of Medimmune Limited, Riverside Building, Granta Park, Cambridge CB1 7PH, United Kingdom;
- STEPHEN JOHN GREGSON** of Medimmune Limited, Riverside Building, Granta Park, Cambridge CB1 7PH, United Kingdom;
- JEAN-NOEL LEVY** of StemCentRx Inc., 450 East Jamie Court, 3rd Floor, South San Francisco 94080, United States of America (the **Inventors**); and
- (2) **MEDIMMUNE LIMITED** incorporated and registered in England & Wales with company number 02451177 whose registered office is at Milstein Building, Granta Park, Cambridge CB21 6GH, United Kingdom (the **Employer**).

BACKGROUND

- (A) Each Inventor is an inventor of the Invention for which the Patents Applications have been or will be filed. The contributions of the Inventors to the Invention were made in the course of the duties of each 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 Inventors and the Employer believe that, either by operation of law or by virtue of an agreement entered into by each of the Inventors 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 Inventors to the Invention.
- (C) 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 Inventors to the Invention, and in order to provide documentary evidence that the Employer is the owner of both the legal title and the beneficial interest in the Patent Applications and in any contributions of the Inventors to the Invention, including any further contributions that the Inventors may make to the development or improvement of the Invention, each Inventor has agreed to execute this Assignment to assign to the Employer all his 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.

Future Applications means any future applications claiming priority from the Priority Applications and all matter contained in such future applications.

Invention means the invention or inventions entitled PYRROLOBENZODIAZEPINES AND CONJUGATES THEREOF

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

- (a) international, 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 Inventors expressly acknowledge), each of the Inventors hereby assign absolutely to the Employer 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

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

- (a) documents required to be signed by or on behalf of the Inventors 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 Employer as applicant for, or proprietor of, the Patent Applications; and
- (c) assisting the Employer in obtaining, defending and enforcing any of the Patent Applications, and assisting with any other proceedings which may be brought by or against the Employer 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 Inventors and the Employer grant the firm of Mewburn Ellis LLP the power to insert in Part 2 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 Employer and will continue to represent only the Employer with respect to this Assignment.

5. ISSUE OF PATENTS

The Inventors 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 Invention or pursuant to any of the Patent Applications in the name of the Employer (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	1416112.9	12 September 2014	PYRROLOBENZODIAZEPINES AND CONJUGATES THEREOF

Part 2: 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 PHILIP WILSON
HOWARD in the presence of:

K. Patel
.....

SIGNATURE OF WITNESS

NAME: K. R. TIBALA PATEL

ADDRESS: Qmb, 42 NEW ROAD, LONDON E1 2AX

OCCUPATION: PA / Office manager.

DATE: 7.5.2015.

[Signature]
.....
SIGNATURE OF INVENTOR

Executed by STEPHEN JOHN
GREGSON in the presence of:

K. Patel
.....

SIGNATURE OF WITNESS

NAME: K. R. TIBALA PATEL

ADDRESS: Qmb, 42 NEW ROAD LONDON E1 2AX

OCCUPATION: PA / office manager.

DATE: 7.5.2015.

[Signature]
.....
SIGNATURE OF INVENTOR

Executed by JEAN-NOEL LEVY
in the presence of:

.....
SIGNATURE OF INVENTOR

[Handwritten Signature]
.....

SIGNATURE OF WITNESS

NAME: *Aaron Kempema*
ADDRESS: 7000 El Camino Real Apt. 4127 Solma, CA 94014
OCCUPATION: Scientist I
DATE: 12/2/14

Executed by MEDIMMUNE
LIMITED
acting by *Laurie L Hill*, an
authorised representative, in the
presence of:

[Handwritten Signature]
.....
SIGNATURE
AUTHORISED
REPRESENTATIVE

[Handwritten Signature]
.....

SIGNATURE OF WITNESS
NAME: *Christopher S Winter*
ADDRESS: *MedImmune Ltd*
OCCUPATION: *Patent Attorney*
DATE: *13 May 2015*