

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4520919

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CANTAB ANTI-INFECTIES LIMITED	01/08/2015
RECEIVING PARTY DATA		
Name:	NEW PHARMA LICENCE HOLDINGS LIMITED	
Street Address:	103, PALAZZO PIETRO STIGES,	
Internal Address:	STRAIT STREET	
City:	VALLETTA	
State/Country:	MALTA	
Postal Code:	VLT 1436	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15529786
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	usptopatentmail@cantorcolburn.com	
Correspondent Name:	CANTOR COLBURN LLP	
Address Line 1:	20 CHUCH STREET	
Address Line 2:	22ND FLOOR	
Address Line 4:	HARTFORD, CONNECTICUT 06103	
ATTORNEY DOCKET NUMBER:	ABX0045US	
NAME OF SUBMITTER:	LESLIE-ANNE MAXWELL, REG. NO. 44778	
SIGNATURE:	/Leslie-Anne Maxwell/	
DATE SIGNED:	07/26/2017	
Total Attachments: 14		
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ASSIGNMENT OF INVENTION & RELATED INTELLECTUAL PROPERTY RIGHTS

PARTIES

- (1) **STANWAY, STEVEN JAMES** c/o Selcia Limited, Fyfield Business and Research Park, Fyfield Road, Ongar, Essex, United Kingdom, CM5 0GS
WILSON, ANTOINETTE c/o Selcia Limited, Fyfield Business and Research Park, Fyfield Road, Ongar, Essex, United Kingdom, CM5 0GS;
MOSS, STEPHEN FREDERICK c/o Selcia Limited, Fyfield Business and Research Park, Fyfield Road, Ongar, Essex, United Kingdom, CM5 0GS;
each an **Inventor** or together the **Inventors** where the context dictates;
- (2) **SELCIA LIMITED** incorporated and registered in England & Wales with company number 04172701 whose registered office is at Fyfield Business and Research Park, Fyfield Road, Ongar, Essex, United Kingdom, CM5 0GS (the **Employer**);
- (3) **CANTAB ANTI-INFECTIVES LIMITED** incorporated and registered in England & Wales with company number 08217622 whose registered office is at 4th Floor, Reading Bridge House George Street, Reading, Berkshire, United Kingdom, RG1 9LS (**CAI**); and
- (4) **NEW PHARMA LICENCE HOLDINGS LIMITED** incorporated and registered in Malta with company number C 47138 of 103, Palazzo Pietro Stiges, Strait Street, Valletta VLT 1436, Malta (the **Assignee**).

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) Pursuant to agreements made between the parties before the filing of the Patent Applications ("**the Agreements**") the Inventors, the Employer, CAI and the Assignee agree to the commercial exploitation of the Invention by the Assignee.
- (C) The Inventors and the Employer believe that, either by operation of law or by virtue of the Agreements 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.

- (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 CAE.
- (E) CAE 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.
- (F) 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 Assignee 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, the Inventors, the Employer and CAI 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 COMPOUNDS.

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 Inventors expressly acknowledge), each of the Inventors and the Employer hereby assign absolutely to CAI and CAI further assigns 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**

Each Inventor, the Employer and CAI 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(s) or the Employer 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 Inventors, the Employer, CAI 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 Inventors, the Employer and CAI 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	1421020.7	26 November 2014	COMPOUNDS
GB	1516059.1	10 September 2015	COMPOUNDS

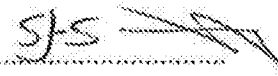
Part 2: Completion Applications

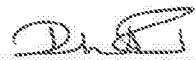
Country/Region	Application No.	Application Date	Title
WO	PCT/EP2015/077821	26 November 2015	COMPOUNDS
TW	104139459	26 November 2015	COMPOUNDS
AR		26 November 2015	COMPOUNDS

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

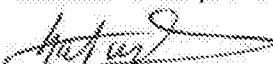
Executed by **STEVEN JAMES STANWAY** in the presence of:


SIGNATURE OF INVENTOR

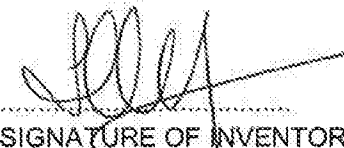

SIGNATURE OF WITNESS
NAME: RHOVAN FORD
ADDRESS: SELCIA, DNGAR, UK
OCCUPATION: SCIENTIST
DATE: 16/12/15

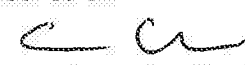
Executed by **ANTOINETTE WILSON** in the presence of:


SIGNATURE OF INVENTOR



SIGNATURE OF WITNESS
NAME: LINA'S CATRINES
ADDRESS: 93 FOUNTAINS CRESCENT
OCCUPATION: SCIENTIST
DATE: 16 DEC 2015

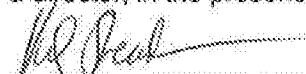
Executed by **STEPHEN FREDERICK MOSS** in the presence of:


SIGNATURE OF INVENTOR


SIGNATURE OF WITNESS
NAME: SUSAN CLEN
ADDRESS: 53 ABBEY STREET, ICKLETON, CB10 1SS
OCCUPATION: SCIENTIST
DATE: 9/12/2015

Executed by **SELCIA LIMITED**
acting by **KERRY WILLIAMS**
a director, in the presence of:


SIGNATURE OF DIRECTOR


SIGNATURE OF WITNESS
NAME: VICKY STRADMAN
ADDRESS: SELCIA, DNGAR, (MSOGS, UK
OCCUPATION: Director of Discovery
DATE: 6/01/2016

Executed by **CANTAB ANTI-
INFECTIVES LIMITED** acting by

MICHAEL S DAWSON

a director, in the presence of:


SIGNATURE OF DIRECTOR


SIGNATURE OF WITNESS

NAME: L.C. DONOVAN

ADDRESS: 25 HAMPSHIRE, KIMPTON SG4 8QH

OCCUPATION: FINANCE MANAGER

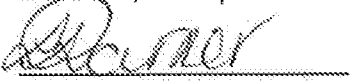
DATE: 08/01/2015

Executed by **NEW PHARMA
LICENCE HOLDINGS LIMITED**
acting by

MICHAEL EARLE

a director, in the presence of:


SIGNATURE OF DIRECTOR


SIGNATURE OF WITNESS

NAME: LUCY PARLIER

ADDRESS: 3 FAIRLINK COURT, 2 OAKWOOD AVE, BECKENHAM, BR36 1J

OCCUPATION: P.A

DATE: 20/1/2015

ASSIGNMENT OF INVENTION & RELATED INTELLECTUAL PROPERTY RIGHTS

PARTIES

- (1) **STANWAY, STEVEN JAMES** c/o Selcia Limited, Fyfield Business and Research Park, Fyfield Road, Ongar, Essex, United Kingdom, CM5 0GS

WILSON, ANTOINETTE c/o Selcia Limited, Fyfield Business and Research Park, Fyfield Road, Ongar, Essex, United Kingdom, CM5 0GS;

MOSS, STEPHEN FREDERICK c/o Selcia Limited, Fyfield Business and Research Park, Fyfield Road, Ongar, Essex, United Kingdom, CM5 0GS;

each an **Inventor** or together the **Inventors** where the context dictates;

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- (B) Pursuant to agreements made between the parties before the filing of the patent applications ("the Agreements") the Inventors, the Employer, CAI and the Assignee agreed to the commercial exploitation of the Invention by the Assignee.
- (C) 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.

- (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 CAI.
- (E) CAI has assigned or has agreed to assign all its rights, title and interest in, to and arising from the Invention and the Patent Application to the Assignee.
- (F) 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 Assignee 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, the Inventors and the Employer and CAI 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.

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

Invention means the invention or inventions entitled COMPOUNDS.

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 and the Employer hereby assign absolutely to CAI and CAI further assigns 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**

Each Inventor, the Employer and CAI 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 Inventors or the Employer 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 Inventors, the Employer, CAI and the Assignee 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 Assignee and will continue to represent only the Assignee with respect to this Assignment.

5. ISSUE OF PATENTS

The Inventors, the Employer and CAI 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 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.

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8. GOVERNING LAW & 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	1421020.7	26 November 2014	COMPOUNDS

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

alc

Executed by STEVEN JAMES
STANWAY in the presence of:



SIGNATURE OF WITNESS

NAME: ELIZABETH KING

ADDRESS: SELCIA LTD, FIFIELD BUS+RES PARK, FIFIELD RD, ONGAR, ESSEX,
CM5 0QS, UK

OCCUPATION: HUMAN RESOURCES MANAGER

DATE: 14TH JANUARY 2015


SIGNATURE OF INVENTOR

Executed by ANTOINETTE
WILSON in the presence of:



SIGNATURE OF WITNESS

NAME: ELIZABETH KING

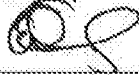
ADDRESS: SELCIA LTD, FIFIELD BUS+RES PARK, FIFIELD RD, ONGAR, ESSEX,
CM5 0QS, UK

OCCUPATION: HUMAN RESOURCES MANAGER

DATE: 14TH JANUARY 2015


SIGNATURE OF INVENTOR

Executed by STEPHEN
FREDERICK MOSS in the
presence of:



SIGNATURE OF WITNESS

NAME: ELIZABETH KING

ADDRESS: SELCIA LTD, FIFIELD BUS+RES PARK, FIFIELD ROAD, ONGAR, ESSEX,
CM5 0QS, UK

OCCUPATION: HUMAN RESOURCES MANAGER

DATE: 14TH JANUARY 2015


SIGNATURE OF INVENTOR

Executed by SELCIA LIMITED
acting by OLIVE LEONARD CORNEY
a director in the presence of:



SIGNATURE OF WITNESS

NAME: ELIZABETH KING

ADDRESS: SELCIA LTD, FIFIELD BUS+RES PARK, FIFIELD ROAD, ONGAR,
ESSEX, CM5 0QS, UK

OCCUPATION: HUMAN RESOURCES MANAGER

DATE: 14TH JANUARY 2015


SIGNATURE OF DIRECTOR

Executed by CANTAB ANTI-
INFECTIVES LIMITED acting by

Michael J Dawson

a director, in the presence of:

Lynda Donovan

SIGNATURE OF WITNESS

NAME: LYNDA DONOVAN

ADDRESS: 25 HAMPDEN, KIMPTON, HERTS SG4 8QH

OCCUPATION: FINANCE MANAGER

DATE: 16/01/2015

M. J. Dawson
SIGNATURE OF DIRECTOR

Executed by NEW PHARMA
LICENCE HOLDINGS LIMITED
acting by

MICHAEL EARL

a director, in the presence of:

Ruby Parker

SIGNATURE OF WITNESS

NAME: RUBY PARKER

ADDRESS: 3 FAIRLINE CT, 2 OAKWOOD AVE, BECKENHAM, BR3 6PJ.

OCCUPATION: P.A.

DATE: 21/01/2015.

M. J. Earl
SIGNATURE OF DIRECTOR