

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4834185

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	UNIVERSITY OF KEELE	12/23/2015
RECEIVING PARTY DATA		
Name:	LONDON SOUTH BANK UNIVERSITY	
Street Address:	103 BOROUGH ROAD	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	SE1 0AA	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	10585864
CORRESPONDENCE DATA		
Fax Number:	(303)268-0065	
<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:	303-268-0066	
Email:	sharward@sbiplaw.com	
Correspondent Name:	SWANSON & BRATSCHUN, LLC	
Address Line 1:	8210 SOUTHPARK TERRACE	
Address Line 4:	LITTLETON, COLORADO 80120	
ATTORNEY DOCKET NUMBER:	0206.71	
NAME OF SUBMITTER:	KATHERINE LOBEL-RICE, REG. NO. 58,079	
SIGNATURE:	/Katherine Lobel-Rice/	
DATE SIGNED:	02/21/2018	
Total Attachments: 12		
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

between

UNIVERSITY OF KEELE

and

LONDON SOUTH BANK UNIVERSITY

and

THE WELLCOME TRUST LTD

THIS AGREEMENT (the Agreement) is dated 23rd December 2015

PARTIES

- (1) UNIVERSITY OF KEELE, a university established by the University of Keele Act 1962 (10 & 11 Eliz. 2 Ch Xv) and the granting of a Royal Charter in 1962, of Keele, Staffordshire ST5 5BG (**Assignor**).
- (2) LONDON SOUTH BANK UNIVERSITY a company incorporated in the United Kingdom (company number 00986761) and whose registered address is 103 Borough Road, London, SE1 0AA (**Assignee**).
- (3) THE WELLCOME TRUST LTD, a company registered in England & Wales as Trustee of the Wellcome Trust, a charity registered in England under no. 210183 and having an address at Gibbs Building, 215 Euston Road, London, NW1 2BE (**Wellcome**)

BACKGROUND

- (A) The Assignor owns the intellectual property rights in the Assigned Rights (as defined below) by virtue of an assignment from the University of Manchester
- (B) The Assignor has agreed to assign to the Assignee the intellectual property rights shown in the schedules to this agreement on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Assigned Rights: the Intellectual Property Rights set out in Schedule 1

Business Day: a day other than a Saturday, Sunday or public holiday in England.

Conditions: those Wellcome grant conditions set out in Schedule 2 together with the Award Letter dated 29 January 2004 and the supplemental Award Letter dated 29 August 2006 set out at Schedule 2 but only insofar as the aforementioned Wellcome grant conditions govern and apply to the Assigned Rights.

Effective Date: the date of this Agreement

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or

extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Know-How: as defined in Schedule 1

Manchester: means The University of Manchester, a Royal Charter corporation registered under number RC000797, an exempt charity of Oxford Road, Manchester, M13 9PL

Manchester Assignment: the assignment of intellectual property agreement between the University of Manchester, Keele University and the Wellcome Trust attached as Schedule 2

Net Receipts: the invoiced amount in respect of all licences and/or sub-licences or assignments of any of the Assigned Rights granted by the Assignee (excluding VAT) or consultancy activities undertaken by the Assignee, including any of the following:

- a. Upfront, milestone (whether at the stage of development, marketing or otherwise), success, bonus, maintenance and period (including annual) payments, royalty and minimum payments;
- b. Payment in respect of the funding of research or development activities related to any of the Assigned Rights, to the extent that such payments exceed a reasonable level of payment for such activities;
- c. Any loan, guarantee or other financial benefit made or given other than on normal market terms;
- d. Any shares, options or other securities obtained from a third party

Retained Rights: means those rights assigned to the Assignor under the Manchester Assignment (defined as Assigned IP in the Manchester Assignment) and which are not assigned to the Assignee under this Agreement

Threshold Figure: total cost expended by the Assignor and Manchester as at the Effective Date in prosecuting and maintaining any and all applications for protection in respect of the Assigned Rights.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

- 1.5 References to clauses and schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement 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.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes fax but not e-mail.
- 1.12 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.

2. ASSIGNMENT

- 2.1 In consideration of the payments set out in clause 3 by the Assignee to the Assignor, the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Assigned Rights, including:
- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents, Registered Designs and Trade Marks;
 - (b) the right to bring, make, oppose, defend, 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 agreement.
- 2.2 The Assignee grants to the Assignor a non-exclusive, world-wide, irrevocable, royalty-free licence for the life of the Assigned Rights to use the Assigned Rights for teaching and research purposes and to sub-license the Assigned Rights to wholly-

owned subsidiaries of the Assignor for teaching and research purposes, and to sub-license the Assigned Rights to Manchester for teaching and research purposes and to allow Manchester to sub-license the Assigned Rights to wholly-owned subsidiaries of the Manchester for teaching and research purposes only.

- 2.3 Further the Assignee grants to the Assignor a non-exclusive, perpetual, world-wide, irrevocable, royalty-free licence to use the Know-How for development, protection and commercialisation (including the sale, transfer, assignment or any other dealing) in the Retained Rights.
- 2.4 The Assignee acknowledges that the Assignor is subject to the Conditions in respect of Wellcome funding (originally given to Manchester). With effect from the Effective Date, the obligations set out in the Conditions will be transferred from the Assignor to the Assignee
- 2.5 The Assignor hereby assigns to the Assignee the rights, claims, liabilities and full benefit of the Conditions. At the request and cost of the Assignee, the Assignor shall do all acts and execute all documents as may be reasonably necessary or desirable to secure the vesting in the Assignee of the benefit of the Conditions. Wellcome hereby consents to the assignment of the Conditions pursuant to this clause 2.5
- 2.6 With effect from the Effective Date, the Assignee undertakes to Wellcome and to the Assignor to perform and accept all obligations and liabilities arising under the Conditions on or after the Effective Date and to be bound by the terms of the Conditions in every way (including for the avoidance of doubt the requirement to obtain Wellcome's consent prior to commercialisation and to enter into Wellcome's standard revenue and equity sharing agreement). With effect from the Effective Date, Wellcome releases and discharges the Assignor from all obligations, claims, liabilities and demands howsoever arising under the Conditions and accepts the liability of the Assignee under the Agreement in place of the liability of the Assignor.

3. PAYMENTS

3.1



3.2

3.3

3.4

3.5

3.6

4. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement 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.

5. LIABILITY

5.1 The Assignor excludes all liability to the Assignee, to the fullest extent permissible by law, that may arise in relation to the Assigned Rights after the date of this agreement, whether arising from negligence or otherwise.

5.2 The Assignee will indemnify the Assignor, and keep it fully and effectively indemnified, against each and every claim made against the Assignor or against Manchester (insofar as a claim against Manchester is indemnified by the Assignor pursuant to clause 5.3 of the Manchester Assignment) as a result of the Assignee's manufacture, use, sale of, or other dealing in any products or services using or comprising the Assigned Rights.

5.3 Subject to 5.4 the aggregate liability of the Assignor to the Assignee for all and any breaches of this Assignment, any negligence or liability arising in any other way out of the Assigned Rights or the subject matter of or in connection with this Assignment, will not exceed the Threshold Figure.

5.4 Nothing in this Assignment limits or excludes either Party's liability for :

- (a) Death or personal injury; or
- (b) Any fraud or for any sort of liability that by law cannot be limited or excluded.

6. ENTIRE AGREEMENT

6.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

7. VARIATION

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

8. SEVERANCE

8.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

8.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

9. COUNTERPARTS

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

10. THIRD PARTY RIGHTS

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

11. NOTICES

- 11.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

(a) 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

- 11.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt;
(b) 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.

- 11.3 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. For the purposes of this clause, "writing" shall not include e-mail.

12. GOVERNING LAW

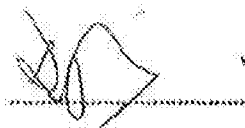
This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13. JURISDICTION

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

This agreement has been entered into on the date stated at the beginning of it.

Signed by
Professor David Amigoni
Position
Pro Vice-Chancellor (Research and
Enterprise)
for and on behalf of University of Keele



Signed by

Position

.....

*for and on behalf of London South Bank
University*

Signed by

Position

.....

*for and on behalf of The Wellcome Trust
Limited*

Signed by
Dr Mark Bacon
Position
Director
for and on behalf of University of Keele

.....

Signed by
Position DVC
for and on behalf of London South Bank
University

P.D. Bailey

Signed by
Position
for and on behalf of The Wellcome Trust
Limited

.....

Signed by
Dr Mark Bacon
Position
Director
for and on behalf of University of Keele

Signed by


Position

for and on behalf of London South Bank
University

Signed by

Position

for and on behalf of The Wellcome Trust
Limited


Dr Richard Seabrook
Head of Business Development
Innovations

Schedule 1 Assigned Rights

Country or region	Application or publication number	Date of filing/regn	Description
US	10/585864	11/07/06 (Claims priority to PCT and GB application)	Drug Delivery System
Europe	05701918.4	31/10/06 (Claims priority to PCT and GB application)	Thiopeptide Conjugates For Drug Delivery
Japan	2006-548407	14/07/06 (Claims priority to PCT and GB applications)	Drug Delivery System
India	4712/DELNP/2006	17/08/06 (Claims priority to PCT and GB applications)	Thiopeptide Conjugates For Drug Delivery

In addition, know-how (Know-How) comprising but not limited to 'Proof of Principle' studies conducted at Manchester and funded through UMIP including:

- * Synthesis of drug carriers and methods for scale-up
- * Synthesis of drug conjugates, methods for coupling the carrier to selected drugs and deprotection
- * In vitro transport data based on
 - o K_i
 - o Oocytes
 - o Caco-2 cells
 - o Isolated rat jejunum
- * In vivo results based on oral transport (rat models)