

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4895418

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>SEQUENCE:</b>	3	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE	11/13/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	IMPERIAL INNOVATIONS LIMITED	
<b>Street Address:</b>	52 PRINCES GATE EXHIBITION ROAD	
<b>City:</b>	LONDON	
<b>State/Country:</b>	UNITED KINGDOM	
<b>Postal Code:</b>	SW7 2PG	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15941063
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(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>		
<b>Phone:</b>	3032680066	
<b>Email:</b>	tcrispino@sbiplaw.com	
<b>Correspondent Name:</b>	SWANSON & BRATSCHUN, L.L.C.	
<b>Address Line 1:</b>	8210 SOUTHPARK TERRACE	
<b>Address Line 4:</b>	LITTLETON, COLORADO 80120	
<b>ATTORNEY DOCKET NUMBER:</b>	0206.240 #3	
<b>NAME OF SUBMITTER:</b>	ROSEMARY KELLOGG	
<b>SIGNATURE:</b>	/Rosemary Kellogg/	
<b>DATE SIGNED:</b>	04/02/2018	
<b>Total Attachments: 12</b>		
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source=Assignment Inventors-to-ImperialCollege-to-Imperial-Innovations#page12.tif

THIS DEED OF ASSIGNMENT dated 13<sup>th</sup> November 2015 is made by and between:

- (1) **Imperial College of Science, Technology and Medicine** whose address is Exhibition Road, London SW7 2AZ, United Kingdom ("Imperial");
- (2) **Professor Anthony Gerard Martin Barrett** whose address is 8 Harbour Reach, The Boulevard, Imperial Wharf, London SW6 2SS, United Kingdom ("Professor Barrett");
- (3) **Dr. Matthew J. Fuchter** whose address is 189A Acton Lane, London W4 5DA, United Kingdom ("Dr. Fuchter");
- (4) **Professor Raoul Charles Coombes** whose address is 30 Wingate Road, London W6 0UR, United Kingdom ("Professor Coombes");
- (5) **Professor Simak Ali** whose address is 233 Princes Avenue, London N13 6HH, United Kingdom ("Professor Ali");
- (6) **Dr. Sebastian Kroll** whose address is 1 Sturrock Way, Hitchin, SG4 0EP, United Kingdom ("Dr. Kroll"); and
- (7) **Dr. Alexander Bondke** whose address is Kastanienallee 10, 14548 Caputh, Germany ("Dr. Bondke");
- (8) **Dr. Brian W. Slafer** whose address is 9 Norton Avenue, Lemont, IL 60439, USA ("Dr. Slafer"); and
- (9) **Imperial Innovations Limited** whose address is 52 Princes Gate, London SW7 2PG, United Kingdom ("Innovations").

**WHEREAS:**

- A. In the course of collaborative research, Professor Barrett, Dr. Fuchter, Professor Coombes, Professor Ali, Dr. Kroll, Dr. Bondke and Dr. Slafer of Imperial (collectively the "Imperial Inventors") together with Dr. James Snyder of Emory University have jointly generated the Intellectual Property (as defined below).
- B. At the time the Intellectual Property was generated:
  - (i) Professor Barrett, Dr. Fuchter, Professor Coombes, Professor Ali and Dr. Slafer were employees of Imperial;
  - (ii) Dr. Kroll was a student and subsequently an employee of Imperial; and
  - (iii) Dr. Bondke was a student at Imperial.
- C. Consequently Professor Barrett's, Dr. Fuchter's, Professor Coombes's, Professor Ali's, Dr. Slafer's and Dr. Kroll's (whilst an employee) contributions to the Intellectual Property belong to Imperial; Dr. Kroll is required to assign the remainder of his contribution to Imperial in accordance with Imperial's Intellectual Property Policy; and Dr. Bondke is required to assign his contribution to the Intellectual Property in accordance with Imperial's Intellectual Property Policy.
- D. Imperial has agreed to assign all its right, title and interest in the Intellectual

Property to Innovations subject to the terms of this Assignment.

- E. As the joint owner of the Intellectual Property Emory University is supportive of this Assignment.

**THIS DEED OF ASSIGNMENT WITNESSES as follows:**

1. Definitions

In this Assignment, the following words shall have the following meanings:

"Intellectual Property"	the Patents and the Technology.
"Patents"	the patent applications identified in the Schedule and any patents and patent applications which are based upon or derive priority from such patent applications.
"Technology"	any and all inventions, software, technology, materials and know-how which relate to the areas described in the Schedule and which have been developed by one or more of the Imperial Inventors alone or jointly with Dr. James Snyder, and all rights in such inventions, software, technology, materials and know-how.

References in this Assignment to Clauses, Recitals, Schedules and Parties are to the clauses, recitals, schedules and parties of and to this Assignment.

2. The Imperial Inventors warrant that together with Dr. James Snyder the Imperial Inventors are the sole generators in respect of their contributions to the Intellectual Property and that their contributions to the Intellectual Property were made as described in Recitals A and B above.
3. Professor Barrett, Dr. Fuchter, Professor Coombes, Professor Ali and Dr. Slafer agree and acknowledge that their contributions to the Intellectual Property were made in the course of their duties as employees of Imperial and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of their duties and consequently their contributions to the Intellectual Property belong to Imperial pursuant to section 39 of the Patents Act 1977, section 11(2) of the Copyright, Designs and Patents Act 1988 and/or their contracts of employment. To the extent that Professor Barrett, Dr. Fuchter, Professor Coombes, Professor Ali and Dr. Slafer have any right, title or interest in the Intellectual Property they hereby assign and transfer the same to Imperial absolutely and with full title guarantee in consideration of the sum of £1.00 (receipt of which is hereby acknowledged).
4. Dr. Kroll agrees and acknowledges that part of his contribution to the Intellectual Property was made in the course of his duties as an employee of Imperial and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of his duties and consequently his contribution to the Intellectual Property belongs to Imperial pursuant to section 39 of the Patents Act 1977, section 11(2) of the Copyright, Designs and Patents Act 1988 and/or his contract of employment. To the extent that Dr. Kroll has any right, title or interest

in such part of his contribution to the Intellectual Property he hereby assigns and transfers the same to Imperial absolutely and with full title guarantee in consideration of the sum of £1.00 (receipt of which is hereby acknowledged).

5. Dr. Kroll hereby assigns and transfers all his right, title and interest in the remainder of his contribution to the Intellectual Property to Imperial absolutely and with full title guarantee in consideration of the sum of £1.00 (receipt of which is hereby acknowledged).
6. Dr. Bondke hereby assigns and transfers all his right, title and interest in the Intellectual Property to Imperial absolutely and with full title guarantee in consideration of the sum of £1.00 (receipt of which is hereby acknowledged).
7. In consideration of the sum of £1.00 (receipt of which is hereby acknowledged) Imperial hereby assigns and transfers to Innovations absolutely and with full title guarantee all its right, title and interest in the Intellectual Property (including, for the avoidance of doubt, any right, title and interest that Imperial has acquired under Clauses 3, 4, 5 and 6).
8. The assignments effected by Clauses 3, 4, 5, 6 and 7 shall include, without limitation, the assignment and transfer of:
  - a. all patents and other intellectual property that may be granted pursuant to the Intellectual Property, as well as all patents and other intellectual property that may derive priority from or have equivalent claims to or be based upon the Intellectual Property in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Intellectual Property shall be deemed to include all such items of property;
  - b. all copyright, database rights, registered or unregistered design rights or other intellectual property rights in respect of the Intellectual Property;
  - c. all rights in respect of any data, databases or confidential information that form part of the Intellectual Property;
  - d. all rights of ownership of any materials that form part of the Intellectual Property; and
  - e. all rights of action, powers and benefits arising from ownership of the Intellectual Property, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment.
9. Imperial and the Imperial Inventors shall execute such documents and, at the expense of Innovations, give such assistance as Innovations may require:
  - a. to secure the vesting in Innovations of their respective rights in the Intellectual Property;
  - b. to uphold the rights of Innovations in the Intellectual Property; and
  - c. to defeat any challenge to the validity of, and resolve any questions

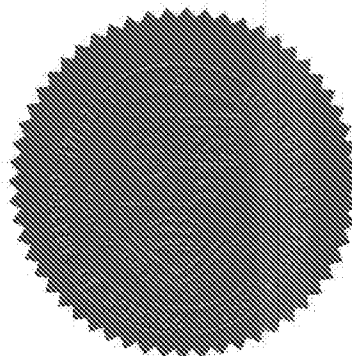
concerning, the Intellectual Property.

The obligations on Imperial and the Imperial Inventors under this Clause 9 shall continue in force without limit of time.

10. Imperial and the Imperial Inventors hereby irrevocably appoint Innovations as their attorney in their respective names to execute any document and do any act or thing which may be necessary to comply with the provisions of Clause 9.
11. The Imperial Inventors severally warrant, represent and undertake to Innovations that each of them has not assigned or agreed to assign the Intellectual Property to any third party or otherwise encumbered the Intellectual Property, and that each of them is not a party to any agreement or understanding (oral or written) which would in any manner be inconsistent with the assignment of rights provided for in this Assignment.
12. The validity, construction and performance of this Assignment shall be governed by English law, and the Parties submit to the jurisdiction of the English courts in respect of any dispute arising in connection therewith.

**EXECUTED AND DELIVERED AS A DEED by the Parties:**

The Common Seal of Imperial College  
of Science, Technology and Medicine  
was affixed hereto in accordance with its  
constitution, in the presence of: )  
)  
)  
)



Signed.....*[Signature]*.....

Signed.....*[Signature]*.....

Signed as a Deed by Professor Anthony Gerard Martin Barrett in the presence of a witness  
and delivered upon signature:

Signed.....*[Signature]*.....

*[Signature]*  
witness signature

Cristiniana de Jesus Oliveira  
witness name

Nossa Sra de Copacabana 31, Apt 606, Leme, Rio de Janeiro, RJ 22010121, Brazil  
witness address

Signed as a Deed by Dr. Matthew J. Fuchter in the presence of a witness and delivered  
upon signature:

Signed.....

.....  
witness signature

.....  
witness name

.....  
witness address

**EXECUTED AND DELIVERED AS A DEED by the Parties:**

The Common Seal of Imperial College )  
of Science, Technology and Medicine )  
was affixed hereto in accordance with its )  
constitution, in the presence of: )

Signed.....

Signed.....

Signed as a Deed by Professor Anthony Gerard Martin Barrett in the presence of a witness  
and delivered upon signature:

Signed.....

.....  
witness signature

.....  
witness name

.....  
witness address

Signed as a Deed by Dr. Matthew J. Fuchter in the presence of a witness and delivered  
upon signature:

Signed.....

.....  
witness signature

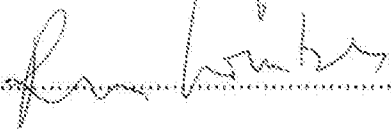
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witness name

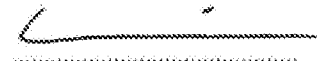
.....  
witness address

London  
SE4 1XF



Signed as a Deed by Professor Raoul Charles Coombes in the presence of a witness and delivered upon signature:

Signed 

  
witness signature

LUCA MAGUAN  
witness name

25 D Churchfield rd W13 8NF  
witness address

Signed as a Deed by Professor Simak Ali in the presence of a witness and delivered upon signature:

Signed .....

.....  
witness signature

.....  
witness name

.....  
witness address

Signed as a Deed by Dr. Sebastian Kroll in the presence of a witness and delivered upon signature:

Signed .....

.....  
witness signature

.....  
witness name

.....  
witness address

Signed as a Deed by Professor Raoul Charles Coombes in the presence of a witness and delivered upon signature:

Signed.....

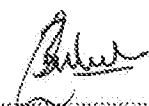
.....  
witness signature

.....  
witness name

.....  
witness address

Signed as a Deed by Professor Simak Ali in the presence of a witness and delivered upon signature:

Signed...

  
.....  
witness signature

Dr. LAKTAYA BULUWERA  
.....  
witness name

Dept of Surgery & Cancer,  
.....  
witness address

Imperial College London  
Du Cane Road, London W12 0NN

Signed as a Deed by Dr. Sebastian Kroll in the presence of a witness and delivered upon signature:

Signed.....

.....  
witness signature

.....  
witness name

.....  
witness address

Signed as a Deed by Professor Raoul Charles Coombes in the presence of a witness and delivered upon signature:

Signed.....

.....  
witness signature

.....  
witness name

.....  
witness address

Signed as a Deed by Professor Simak Ali in the presence of a witness and delivered upon signature:

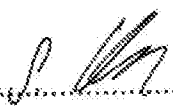
Signed.....


.....  
witness signature

.....  
witness name

.....  
witness address

Signed as a Deed by Dr. Sebastian Kroll in the presence of a witness and delivered upon signature:

Signed..... 

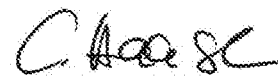
.....   
witness signature

.....  
ROBERT DAVIDSON  
witness name

.....  
FLAT 566, BROMYARD HOUSE  
witness address BROMYARD AVENUE  
LONDON W3 7FQ

Signed as a Deed by Dr. Alexander Bondke in the presence of a witness and delivered upon signature:

Signed.....  


  
.....  
witness signature

Constanze Haase  
.....  
witness name

Dachauer Str. 54, 80335 München  
.....  
witness address

Signed as a Deed by Dr. Brian W. Slafer in the presence of a witness and delivered upon signature:

Signed.....

.....  
witness signature

.....  
witness name

.....  
witness address

Executed and delivered as a Deed by Imperial Innovations Limited acting through:

Signed.....  
Director

Signed.....  
Director/Secretary

Signed as a Deed by Dr. Alexander Bondke in the presence of a witness and delivered upon signature:

Signed.....

.....  
witness signature

.....  
witness name

.....  
witness address

Signed as a Deed by Dr. Brian W. Slafer in the presence of a witness and delivered upon signature:

Signed *Brian W. Slafer* .....

*Rachel L. Barton*  
.....  
witness signature

*Rachel L. Barton*  
.....  
witness name

*114 Amherst Street, Toronto, ON M6H 2R1*  
.....  
witness address

Executed and delivered as a Deed by Imperial Innovations Limited acting through:

Signed.....  
Director

Signed *W. Hyatt* .....

Director/Secretary

## **SCHEDULE**

### **The Technology**

CDK antagonists with focus on ICEC0942 and analogues.

### **The Patents**

United Kingdom Priority Patent Application Number 1403093.6, filed on 21 February 2014.