

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5053296

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LISA PATEL	06/30/2014
STEPHEN ALLAN SMITH	07/03/2014
IAIN ROBERT GREIG	07/02/2014
SAMUEL CAMERON WILLIAMS	07/01/2014
RECEIVING PARTY DATA	
Name:	PIMCO 2664 LIMITED
Street Address:	24 CORNHILL, GREATER LONDON
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	EC3V 3ND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16037048
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>	
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ATTORNEY DOCKET NUMBER:	0206.246
NAME OF SUBMITTER:	ROSEMARY KELLOGG
SIGNATURE:	/Rosemary Kellogg/
DATE SIGNED:	07/17/2018
Total Attachments: 40	
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ASSIGNMENT OF INVENTION & RELATED INTELLECTUAL PROPERTY RIGHTS

PARTIES

- (1) **IAIN ROBERT GREIG** of Institute of Medical Sciences, University of Aberdeen, Foresterhill, Aberdeen, Aberdeenshire, AB25 2ZD, United Kingdom (the **Inventor**);
- (2) **THE UNIVERSITY COURT OF THE UNIVERSITY OF ABERDEEN** of Regent Walk, Aberdeen, Aberdeenshire AB24 3FZ, United Kingdom (the **Employer**); and
- (3) **PIMCO 2664 LIMITED** incorporated and registered in England & Wales with company number 06282953 whose registered office is at 24 Cornhill, London, Greater London EC3V 3ND, United Kingdom (the **Assignee**).

BACKGROUND

- (A) The Inventor is one of the four inventors of the Invention for which the Patents 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 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) 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 the Assignee.
- (D) 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 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 N-(4-HYDROXY-4-METHYL-CYCLOHEXYL)-4-PHENYL-BENZENESULFONAMID

-ES AND N-(4-HYDROXY-4-METHYL-CYCLOHEXYL)-4-(2-PYRIDYL)

BENZENESULFONAMIDES AND THEIR THERAPEUTIC USE

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 and the Employer 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 and the Employer 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 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 Inventor, the Employer 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

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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
UK	1311361.8	26 June 2013	COMPOUNDS AND THEIR THERAPEUTIC USE

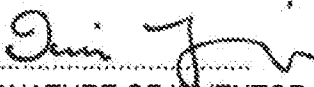
Part 2: Completion Applications

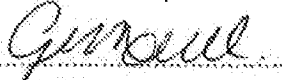
Country/region	Application No.	Application Date	Title
WO	PCT/GB2014/051921	24 June 2014	N-(4-HYDROXY-4-METHYL-CYCLOHEXYL)-4-PHENYL-BENZENESULFONAMID-ES AND N-(4-HYDROXY-4-METHYL-CYCLOHEXYL)-4-(2-PYRIDYL) BENZENESULFONAMIDES AND THEIR THERAPEUTIC USE

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

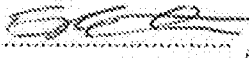
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GREIG in the presence of:

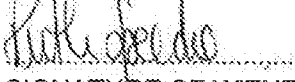

SIGNATURE OF INVENTOR


SIGNATURE OF WITNESS
NAME: DR GILLIAN AULD
ADDRESS:
OCCUPATION: BUSINESS DEVELOPMENT OFFICER
DATE: 02/07/2014

Research & Innovation
University of Aberdeen
Polwarth Building
Foresterhill
Aberdeen AB25 2ZD

Executed by THE UNIVERSITY
COURT OF THE UNIVERSITY OF
ABERDEEN acting by
E. PATTERSON, in the
presence of:


CAPACITY: Deputy Director, PRI
University of Aberdeen


SIGNATURE OF WITNESS
NAME: RUTH SPEDIE
ADDRESS: RESEARCH INNOVATION, UNIVERSITY OF ABERDEEN
OCCUPATION: SOLICITOR
DATE: 11 JULY 2014

Executed by PIMCO 2664
LIMITED acting by
....., a director, in
the presence of:

.....
SIGNATURE OF DIRECTOR

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

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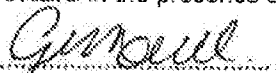
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GREIG in the presence of:



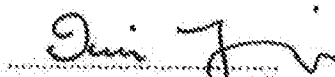
SIGNATURE OF WITNESS

NAME: DR GILLIAN AULD

ADDRESS:

OCCUPATION: BUSINESS DEVELOPMENT OFFICER

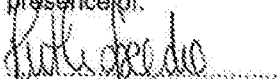
DATE: 02/07/2014


SIGNATURE OF INVENTOR

Research & Innovation
University of Aberdeen
Polwarth Building
Foresterhill
Aberdeen AB25 2ZD

Executed by THE UNIVERSITY
COURT OF THE UNIVERSITY OF

ABERDEEN acting by
E. PATTEAT, in the
presence of:



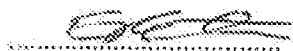
SIGNATURE OF WITNESS

NAME: RUTH O'KEEFE


ADDRESS: RESEARCH + INNOVATION, UNIVERSITY OF ABERDEEN

OCCUPATION: SOLICITOR

DATE: 11 JULY 2014


CAPACITY: Deputy Director, R&I
University of Aberdeen

Executed by PIMCO 2664
LIMITED acting by
SAM WILLIAMS, a director, in
the presence of:



SIGNATURE OF WITNESS

NAME: HANNAH MAHON

ADDRESS: 24 CORNHILL, LONDON EC3V 3ND

OCCUPATION: SOLICITOR

DATE: 04/08/14


SIGNATURE OF DIRECTOR

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PARTIES

- (1) **LISA PATEL** of Modern Biosciences plc, 24 Cornhill, London, Greater London EC3V 3ND, United Kingdom

SAMUEL CAMERON WILLIAMS of Modern Biosciences plc, 24 Cornhill, London, Greater London EC3V 3ND, United Kingdom (the **Inventors**);
- (2) **MODERN BIOSCIENCES PLC** incorporated and registered in England & Wales with company number 05414023 whose registered office is at 24 Cornhill, London, Greater London EC3V 3ND, United Kingdom. (the **Employer**); and
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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 and the Employer 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 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 and the Employer 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
UK	1311361.8	26 June 2013	COMPOUNDS AND THEIR THERAPEUTIC USE

Part 2: Completion Applications

Country/region	Application No.	Application Date	Title
WO	PCT/GB2014/051921	24 June 2014	N-(4-HYDROXY-4-METHYL-CYCLOHEXYL)-4-PHENYL-BENZENESULFONAMID-ES AND N-(4-HYDROXY-4-METHYL-CYCLOHEXYL)-4-(2-PYRIDYL) BENZENESULFONAMIDES AND THEIR THERAPEUTIC USE

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 **LISA PATEL**
in the presence of:

.....
SIGNATURE OF INVENTOR

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


Executed by **SAMUEL CAMERON WILLIAMS**
in the presence of:

.....
SIGNATURE OF INVENTOR

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

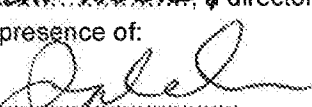
Executed by **MODERN BIOSCIENCES PLC** acting by
~~ALAN AUBLEY~~, a director, in
the presence of:


.....
SIGNATURE OF DIRECTOR


.....
SIGNATURE OF WITNESS
NAME: **ANVEETA LEITCH**
ADDRESS: **20 HUROCK RD, LONDON**
OCCUPATION: **LAWYER**
DATE: **5/7/14**

Executed by **PIMCO 2664 LIMITED** acting by
~~ALAN AUBLEY~~ director, in
the presence of:


.....
SIGNATURE OF DIRECTOR


.....
SIGNATURE OF WITNESS
NAME: **ANVEETA LEITCH**
ADDRESS: **20 HUROCK RD, LONDON**
OCCUPATION: **LAWYER**
DATE: **8/7/14**

Assignment of invention and PCT/GB2014/051921
WJW/BP6985675 & Patel-1-PCT

ASSIGNMENT OF INVENTION & RELATED INTELLECTUAL PROPERTY RIGHTS

PARTIES

- (1) **LISA PATEL** of Modern Biosciences plc, 24 Cornhill, London, Greater London EC3V 3ND, United Kingdom

SAMUEL CAMERON WILLIAMS of Modern Biosciences plc, 24 Cornhill, London, Greater London EC3V 3ND, United Kingdom (the **Inventors**);
- (2) **MODERN BIOSCIENCES PLC** incorporated and registered in England & Wales with company number 05414023 whose registered office is at 24 Cornhill, London, Greater London EC3V 3ND, United Kingdom. (the **Employer**); and
- (3) **PIMCO 2664 LIMITED** incorporated and registered in England & Wales with company number 06282953 whose registered office is at 24 Cornhill, London, Greater London EC3V 3ND, United Kingdom (the **Assignee**).

BACKGROUND

- (A) The Inventors are two of the four inventors of the Invention for which the Patent 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) 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 the Assignee.
- (D) 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 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 N-(4-HYDROXY-4-METHYL-CYCLOHEXYL)-4-PHENYL-BENZENESULFONAMID-ES AND N-(4-HYDROXY-4-METHYL-CYCLOHEXYL)-4-(2-PYRIDYL) BENZENESULFONAMIDES AND THEIR THERAPEUTIC USE

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 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.

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- (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 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 and the Employer 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.

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Schedule: The Patent Applications

Part 1: Priority Applications

Country	Application No.	Application Date	Title
UK	1311361.8	26 June 2013	COMPOUNDS AND THEIR THERAPEUTIC USE

Part 2: Completion Applications

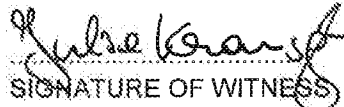
Country/region	Application No.	Application Date	Title
WO	PCT/GB2014/051921	24 June 2014	N-(4-HYDROXY-4-METHYL-CYCLOHEXYL)-4-PHENYL-BENZENESULFONAMIDES AND N-(4-HYDROXY-4-METHYL-CYCLOHEXYL)-4-(2-PYRIDYL) BENZENESULFONAMIDES AND THEIR THERAPEUTIC USE

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 **LISA PATEL**
in the presence of:

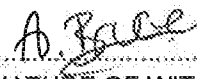

SIGNATURE OF INVENTOR


SIGNATURE OF WITNESS

NAME: **JULIA KRAUSGRUBER**
ADDRESS: **9 LUXON HOUSE, OXFORD, OX2 6JR**
OCCUPATION: **EXECUTIVE ASSISTANT**
DATE: **30th JUNE 2014**

Executed by **SAMUEL CAMERON WILLIAMS**
in the presence of:


SIGNATURE OF INVENTOR


SIGNATURE OF WITNESS

NAME: **AMELIA BRUCE**
ADDRESS: **66 BRADLEY HOUSE, RAYMOUTH ROAD, SE16 2DN**
OCCUPATION: **OFFICE MANAGER**
DATE: **1.7.14**

Executed by **MODERN BIOSCIENCES PLC** acting by
....., a director, in
the presence of:

.....
SIGNATURE OF DIRECTOR

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

Executed by **PIMCO 2664 LIMITED** acting by
....., a director, in
the presence of:

.....
SIGNATURE OF DIRECTOR

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

Assignment of invention and PCT/GB2014/051921
WJW/BP6985675 & Patel-1-PCT

ASSIGNMENT OF INVENTION & RELATED INTELLECTUAL PROPERTY RIGHTS

PARTIES

- (1) **STEPHEN ALLAN SMITH** of Stort MedChem The Courtyard, The Old Monastery, Windhill, Bishops Stortford, Essex CM23 2PE, United Kingdom (the **Inventor**);
- (2) **STORT MEDCHEM CONSULTING LTD** incorporated and registered in England & Wales with company number 06475262 whose registered office is at The Courtyard, The Old Monastery, Windhill, Bishops Stortford, Essex CM23 2PE, United Kingdom (the **Employer**); and
- (3) **MODERN BIOSCIENCES PLC** incorporated and registered in England & Wales with company number 05414023 whose registered office is at 24 Cornhill, London, Greater London EC3V 3ND, United Kingdom (**Modern Biosciences**); and
- (4) **PIMCO 2664 LIMITED** incorporated and registered in England & Wales with company number 06282953 whose registered office is at 24 Cornhill, London, Greater London EC3V 3ND, United Kingdom (the **Assignee**).

BACKGROUND

- (A) The Inventor is one of the four inventors of the Invention for which the Patents 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) Pursuant to agreements made between the Inventor, the Employer and Modern Biosciences before the filing of the Patent Applications, the Inventor and the Employer have assigned or agreed to assign all their rights, title and interest, as they each may own, in, to and arising from the Invention and the Patent Applications to Modern Biosciences. Also pursuant to agreements made between Modern Biosciences and the Assignee before the filing of the Patent Applications, Modern Biosciences 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.

- (D) 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, the Employer and Modern Biosciences 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 as they each may own, 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.

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Invention means the invention or inventions entitled N-(4-HYDROXY-4-METHYL-CYCLOHEXYL)-4-PHENYL-BENZENESULFONAMID

-ES AND N-(4-HYDROXY-4-METHYL-CYCLOHEXYL)-4-(2-PYRIDYL)

BENZENESULFONAMIDES AND THEIR THERAPEUTIC USE

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 acknowledge), each of the Inventor and the Employer hereby assign absolutely to Modern Biosciences and Modern Biosciences 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;
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The Inventor the Employer and Modern Biosciences 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 Inventor, the Employer and Modern Biosciences 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 and Modern Biosciences 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.

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Schedule: The Patent Applications

Part 1: Priority Applications

Country	Application No.	Application Date	Title
UK	1311361.8	26 June 2013	COMPOUNDS AND THEIR THERAPEUTIC USE

Part 2: Completion Applications

Country/region	Application No.	Application Date	Title
WO	PCT/GB2014/051921	24 June 2014	N-(4-HYDROXY-4-METHYL-CYCLOHEXYL)-4-PHENYL-BENZENESULFONAMID-ES AND N-(4-HYDROXY-4-METHYL-CYCLOHEXYL)-4-(2-PYRIDYL) BENZENESULFONAMIDES AND THEIR THERAPEUTIC USE

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 STEPHEN ALLAN
SMITH in the presence of:

S.A.S.M.
SIGNATURE OF INVENTOR

J.C. Kingdell
SIGNATURE OF WITNESS
NAME: J.C. KINGSELLER
ADDRESS: 10 BROADLEAF AVENUE, BISHOPS STORTFORD, HERTS, CM23 4JY
OCCUPATION: RETIRED
DATE: 3 July 2014

Executed by STORT MEDCHEM
CONSULTING LTD acting by
S.A. SMITH, a director, in
the presence of:

S.A.S.M.
SIGNATURE OF DIRECTOR

J.C. Kingdell
SIGNATURE OF WITNESS
NAME: J.C. KINGSELLER
ADDRESS: 10 BROADLEAF AVENUE, BISHOPS STORTFORD, HERTS, CM23 4JY
OCCUPATION: RETIRED
DATE: 3 JULY 2014

Executed by MODERN
BIOSCIENCES PLC acting by
....., a director, in
the presence of:

.....
SIGNATURE OF DIRECTOR

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

Executed by PIMCO 2664
LIMITED acting by
....., a director, in
the presence of:

.....
SIGNATURE OF DIRECTOR

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

Assignment of invention and PCT/GB2014/051921
WJW/BP6985675 & Patel-1-PCT

ASSIGNMENT OF INVENTION & RELATED INTELLECTUAL PROPERTY RIGHTS

PARTIES

- (1) **STEPHEN ALLAN SMITH** of Stort MedChem The Courtyard, The Old Monastery, Windhill, Bishops Stortford, Essex CM23 2PE, United Kingdom (the **Inventor**);
- (2) **STORT MEDCHEM CONSULTING LTD** incorporated and registered in England & Wales with company number 06475262 whose registered office is at The Courtyard, The Old Monastery, Windhill, Bishops Stortford, Essex CM23 2PE, United Kingdom (the **Employer**); and
- (3) **MODERN BIOSCIENCES PLC** incorporated and registered in England & Wales with company number 05414023 whose registered office is at 24 Cornhill, London, Greater London EC3V 3ND, United Kingdom (**Modern Biosciences**); and
- (4) **PIMCO 2664 LIMITED** incorporated and registered in England & Wales with company number 06282953 whose registered office is at 24 Cornhill, London, Greater London EC3V 3ND, United Kingdom (the **Assignee**).

BACKGROUND

- (A) The Inventor is one of the four inventors of the Invention for which the Patents 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) Pursuant to agreements made between the Inventor, the Employer and Modern Biosciences before the filing of the Patent Applications, the Inventor and the Employer have assigned or agreed to assign all their rights, title and interest, as they each may own, in, to and arising from the Invention and the Patent Applications to Modern Biosciences. Also pursuant to agreements made between Modern Biosciences and the Assignee before the filing of the Patent Applications, Modern Biosciences 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.

- (D) 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, the Employer and Modern Biosciences 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 as they each may own, 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 N-(4-HYDROXY-4-METHYL-CYCLOHEXYL)-4-PHENYL-BENZENESULFONAMID
-ES AND N-(4-HYDROXY-4-METHYL-CYCLOHEXYL)-4-(2-PYRIDYL)
BENZENESULFONAMIDES AND THEIR THERAPEUTIC USE

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 acknowledge), each of the Inventor and the Employer hereby assign absolutely to Modern Biosciences and Modern Biosciences 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

The Inventor the Employer and Modern Biosciences 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 Inventor, the Employer and Modern Biosciences 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 and Modern Biosciences 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
UK	1311361.8	26 June 2013	COMPOUNDS AND THEIR THERAPEUTIC USE

Part 2: Completion Applications

Country/region	Application No.	Application Date	Title
WO	PCT/GB2014/051921	24 June 2014	N-(4-HYDROXY-4-METHYL-CYCLOHEXYL)-4-PHENYL-BENZENESULFONAMID-ES AND N-(4-HYDROXY-4-METHYL-CYCLOHEXYL)-4-(2-PYRIDYL) BENZENESULFONAMIDES AND THEIR THERAPEUTIC USE

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 **STEPHEN ALLAN SMITH** in the presence of:

.....
SIGNATURE OF INVENTOR

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

Executed by **STORT MEDCHEM CONSULTING LTD** acting by
....., a director, in
the presence of:

.....
SIGNATURE OF DIRECTOR

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

Executed by **MODERN BIOSCIENCES PLC** acting by
....., a director, in
the presence of:

.....
SIGNATURE OF DIRECTOR

.....
SIGNATURE OF WITNESS
NAME: HANNAH MAHON
ADDRESS: 21 MANBEY PARK ROAD, LONDON E15 1EY
OCCUPATION: SOLICITOR
DATE: 07/07/14

Executed by **PIMCO 2664 LIMITED** acting by
....., a director, in
the presence of:

.....
SIGNATURE OF DIRECTOR

.....
SIGNATURE OF WITNESS
NAME: HANNAH MAHON
ADDRESS: 21 MANBEY PARK ROAD, LONDON E15 1EY
OCCUPATION: SOLICITOR
DATE: 07/07/14

Assignment of invention and PCT/GB2014/051921
WJW/BP6985675 & Patel-1-PCT