

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT5294144

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SOSEI R&D LTD.	11/29/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HEPTARES THERAPEUTICS LIMITED
<b>Street Address:</b>	GRANTA PARK, GREAT ABINGTON
<b>City:</b>	CAMBRIDGE, CAMBRIDGESHIRE
<b>State/Country:</b>	ENGLAND
<b>Postal Code:</b>	CB21 6DG
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15011582
Application Number:	10266717
Application Number:	10263044
Application Number:	10926196
Application Number:	11817166
Application Number:	11908714
Application Number:	12048812
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	3523758100
<b>Email:</b>	DRS@SLEPATENTS.COM
<b>Correspondent Name:</b>	DAVID R. SALIWANCHIK
<b>Address Line 1:</b>	P.O. BOX 142950
<b>Address Line 4:</b>	GAINESVILLE, FLORIDA 32614-2950
<b>ATTORNEY DOCKET NUMBER:</b>	GJE.MISC
<b>NAME OF SUBMITTER:</b>	DAVID R. SALIWANCHIK
<b>SIGNATURE:</b>	/DAVID R. SALIWANCHIK/
<b>DATE SIGNED:</b>	12/20/2018

**Total Attachments: 18**

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DATED 29 November 2018

(1) SOSEI R&D LTD.

(2) HEPTARES THERAPEUTICS LIMITED

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IP ASSIGNMENT

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ES/LS



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**AGREEMENT**

**DATED 29 November 2018**

**BETWEEN**

- (1) **SOSEI R&D LTD.**, a company incorporated in England and Wales (company number 03911256) having its registered office at North West House, 119 Marylebone Road, London, England, NW1 5PU ("**SRD**"); and
- (2) **HEPTARES THERAPEUTICS LIMITED**, a company incorporated in England and Wales (company number 06267989) having its registered office at Granta Park, Great Abington, Cambridge, Cambridgeshire, CB21 6DG ("**HTL**").

**BACKGROUND**

SRD has agreed to assign all its right, title and interest in the Intellectual Property (as defined below) to HTL pursuant to a dividend in specie from SRD to HTL declared on or around the date of this agreement.

**IT IS AGREED**

**1 DEFINITIONS AND INTERPRETATION**

1.1 In this agreement the following expressions have the following meanings, unless otherwise specified:

**"Intellectual Property"** all Patents, Know-How, trade marks, service marks, registered designs, design rights, trade or business names, copyrights, data, database rights, rights in databases, logos, get-up, (whether or not any of these is registered or capable of registration) and all rights or forms of protection of a similar nature or effect subsisting anywhere in the world together with all pending applications for, and renewals and extensions of, and all rights to apply for registration or other protection of, or to claim priority in relation to, any of the foregoing and to the right to sue for past infringements thereof;

**"Know-How"** any unpatented technical and other information which is not in the public domain including any trade secrets, unpublished patent applications and any:

- (a) information comprising or relating to concepts, data, discoveries, formulae, ideas, inventions, research models or specifications;
- (b) methods, research plans, procedures for experiments and tests and results of experimentation and testing; and

(c) information as to biological or chemical structure or functions of any material or compounds;

**"Patents"**

patents, rights to inventions, supplementary protection certificates, including all applications for (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; and

**"Rights"**

all SRD's right, title and interest in and to any Intellectual Property including, but not limited to, the Patents details of which are set out in the schedule.

1.2 In this agreement, unless inconsistent with the context or otherwise specified:

- 1.2.1 words in the singular include the plural and vice versa;
- 1.2.2 clause headings are inserted for ease of reference only and do not affect the interpretation of this agreement;
- 1.2.3 a reference to a clause is a reference to a clause of this agreement;
- 1.2.4 a reference to a person includes an individual, a body corporate, a partnership or any other entity (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns; and
- 1.2.5 a reference to all or any part of any statute includes any statutory amendment, modification or re-enactment of such statute in force from time to time and any statutory instrument or regulations made under it.

**2 ASSIGNMENT**

Pursuant to a dividend in specie from SRD to HTL and at net book value, SRD now assigns to HTL, absolutely with full title guarantee, the Rights together with:

- 2.1 all rights and powers arising or accrued therefrom including 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 of such rights or other acts within the scope of the claims of any published specification of any of the Patents included in the Rights; and
- 2.2 the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the inventions claimed in the Patents, or comprising Know-How, included in the Rights including but, not limited to, the right to claim priority from any such Patents to the intent that the grant of any patents or similar protection shall be in the name of and vest in the Assignee.

**3 FURTHER ASSURANCE**

Each party shall, at the request of the other party, perform or procure the performance of all such acts and/or execute or procure the execution of all such documents as may be reasonably necessary or desirable to give full effect to this agreement and to secure to such other party the full benefit of the rights and remedies conferred upon it by or pursuant to this agreement.

**4 COUNTERPARTS**

This agreement may be signed in any number of counterparts, but shall not be effective until each party has signed at least one counterpart. Each counterpart shall constitute an original of this agreement, but all the counterparts shall together constitute the same instrument.

**5 GOVERNING LAW**

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

**6 JURISDICTION**

The legal relationship created by and any dispute or claim arising out of or in connection with this agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**SCHEDULE**

**PATENTS**

	Country	Application No.	Application Date	Publication No.	Publication Date	Registration No.	Registration Date	Official No.	Case Status
Patent	Australia	2010200660	23/02/2010			2010200660	02/08/2012	2010200660	Granted / Registered
Patent	Australia								Granted / Registered
Patent	European Patent Office	10153877.5	07/05/2004	2193791	09/06/2010			2193791	Under examination
Patent	Argentina	P120100709	05/03/2012	AR085616A1	16/10/2013			AR085616A1	Published
Patent	Australia	2012226608	05/03/2012			2012226608	10/03/2016	2012226608	Granted / Registered
Patent	Brazil	BR112013022523-8	05/03/2012		29/11/2016			BR112013022523-8	Under examination
Patent	Canada	2828640	05/03/2012			2828640	03/01/2017	2828640	Granted / Registered
Patent	Chile	2013-2542	05/03/2012					2013-2542	Under examination



Patent	China	2012800215036	05/03/2012	103501781	08/01/2014	2012800215036	26/10/2016	2012800215036	Granted / Registered
Patent	Eurasian Patent Organization	201391275	05/03/2012			025287	30/12/2016	025287	Granted / Registered
Patent	Russian Federation	201391275	05/03/2012			025287	30/12/2016	201391275	Granted / Registered
Patent	European Patent Office	12709151.0	05/03/2012	2680841	08/01/2014	2680841	28/12/2016	2680841	Under opposition
Patent	Switzerland	12709151.0	05/03/2012	2680841		2680841	28/12/2016	2680841	Granted / Registered
Patent	Germany	12709151.0	05/03/2012	2680841		2680841	28/12/2016	2680841	Granted / Registered
Patent	Spain	12709151.0	05/03/2012	2680841		2680841	28/12/2016	2680841	Granted / Registered
Patent	France	12709151.0	05/03/2012	2680841		2680841	28/12/2016	2680841	Granted / Registered
Patent	United Kingdom	12709151.0	05/03/2012	2680841		2680841	28/12/2016	2680841	Granted / Registered
Patent	Italy	12709151.0	05/03/2012	2680841		2680841	28/12/2016	2680841	Granted / Registered
Patent	European Patent Office	12709151.0				2680841	28/12/2016	2680841	Under opposition



Patent	Taiwan	101106929	02/03/2012	201247198	01/12/2012	I 536988	11/06/2016	I 536988	Granted / Registered
Patent	United States of America	15/011582	05/03/2012	2016-0143880	26/05/2016			2016-0143880	Under examination
Patent	Venezuela	2012-000247	02/03/2012		25/01/2013			2012-000247	Published
Patent	South Africa	2013/06130	05/03/2012			2013/06130	30/04/2014	2013/06130	Granted / Registered
SPC	Austria		09/04/2001			SZ16/2013	17/06/2014	SZ16/2013	Granted / Registered
SPC	Belgium		16/03/1999					2013C/023	Pending
SPC	Switzerland		09/04/2001			Co1267866/01	29/01/2016	Co1267866/01	Granted / Registered
SPC	Germany		09/04/2001					122013000029.5	Pending
SPC	Denmark		09/04/2001			CR201300015	25/04/2016	CR201300015	Granted / Registered
SPC	Spain		09/04/2001				07/07/2014	201300020	Granted / Registered
SPC	Finland	C20130017	09/04/2001				23/02/2017	479	Granted / Registered
SPC	France		09/04/2001					13C0020	Pending
SPC	United Kingdom		09/04/2001					SPC/GB13/020	Pending

SPC	Greece		09/04/2001			8000517	23/07/2015	8000517	Granted / Registered
SPC	Hungary		09/04/2001						New case
SPC	Ireland		09/04/2001				18/03/2016	2013/014	Granted / Registered
SPC	Italy		09/04/2001			1290	23/04/2014	1290	Granted / Registered
SPC	Luxembourg		09/04/2001				13/03/2014	92166	Granted / Registered
SPC	Netherlands		09/04/2001					300583	Pending
SPC	Norway	2002.4708	09/04/2001				10/01/2017	2015024	Granted / Registered
SPC	Portugal		09/04/2001				30/05/2017	527	Granted / Registered
SPC	Sweden		09/04/2001					1390016-2	Pending
SPC	Austria		09/04/2001					SZ20/2014	Pending
SPC	Belgium		09/04/2001					2014C/022	Pending
SPC	Switzerland		09/04/2001			C01267866/02	29/01/2016	C01267866/02	Granted / Registered
SPC	Germany		09/04/2001					12.2014.000.025.5	Pending

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SPC	Denmark		09/04/2001						CA201400020	Pending
SPC	Finland		09/04/2001				493	22/05/2017	493	Granted / Registered
SPC	France		09/04/2001	14C0021	18/04/2014				14C0021	Pending
SPC	United Kingdom		09/04/2001						SPC/GB14/027	Pending
SPC	Hungary		09/04/2001							New case
SPC	Ireland		09/04/2001						2014/017	Pending
SPC	Italy		09/04/2001					10/10/2014	1366	Granted / Registered
SPC	Luxembourg		09/04/2001				92393	02/11/2015	92393	Granted / Registered
SPC	Netherlands		09/04/2001						300651	Pending
SPC	Portugal		09/04/2001						606	Pending
Patent	Australia	776913	09/04/2001				776913	18/08/2011	776913	Granted / Registered
Patent	Australia									Granted / Registered
Patent	Canada	2405705	09/04/2001				2405705	07/06/2011	2405705	Granted / Registered

Patent	China	01807558.4	09/04/2001	1422154	ZL01807558.4	03/01/2007	ZL01807558.4	Granted / Registered
Patent	Austria	01966751.8	09/04/2001		1267866	21/06/2006	1267866	Granted / Registered
Patent	Belgium	01966751.8	09/04/2001		1267866	21/06/2006	1267866	Granted / Registered
Patent	Switzerland	01966751.8	09/04/2001		1267866	21/06/2006	1267866	Granted / Registered
Patent	Germany	01966751.8	09/04/2001		1267866	21/06/2006	1267866	Granted / Registered
Patent	Denmark	01966751.8	09/04/2001		1267866	21/06/2006	1267866	Granted / Registered
Patent	Spain	01966751.8	09/04/2001		1267866	21/06/2006	1267866	Granted / Registered
Patent	Finland	01966751.8	09/04/2001		1267866	21/06/2006	1267866	Granted / Registered
Patent	France	01966751.8	09/04/2001		1267866	21/06/2006	1267866	Granted / Registered
Patent	United Kingdom	01966751.8	09/04/2001		1267866	21/06/2006	1267866	Granted / Registered
Patent	Greece	01966751.8	09/04/2001		1267866	21/06/2006	1267866	Granted / Registered
Patent	Ireland	01966751.8	09/04/2001		1267866	21/06/2006	1267866	Granted / Registered

Patent	Italy	019666751.8	09/04/2001				1267866	21/06/2006	1267866	Granted / Registered
Patent	Luxembourg	019666751.8	09/04/2001				1267866	21/06/2006	1267866	Granted / Registered
Patent	Monaco	019666751.8	09/04/2001				1267866	21/06/2006	1267866	Granted / Registered
Patent	Netherlands	019666751.8	09/04/2001				1267866	21/06/2006	1267866	Granted / Registered
Patent	Portugal	019666751.8	09/04/2001				1267866	21/06/2006	1267866	Granted / Registered
Patent	Sweden	019666751.8	09/04/2001				1267866	21/06/2006	1267866	Granted / Registered
Patent	Turkey	019666751.8	09/04/2001				1267866	21/06/2006	1267866	Granted / Registered
Patent	Hong Kong	03101991.4	09/04/2001			11/07/2003	1050846	26/01/2007	1050846	Granted / Registered
Patent	Hungary	P0301518	09/04/2001			28/08/2003			P0301518	Under examination
Patent	Israel	151791	09/04/2001			31/05/2015	151791	01/09/2015	151791	Granted / Registered
Patent	India	2002/00916/DEL	09/04/2001				223915	23/09/2008	223915	Granted / Registered
Patent	Japan	2001-574093	09/04/2001				5042426	20/07/2012	5042426	Granted / Registered

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Patent	Mexico	2002/009718	09/04/2001				236687	08/05/2006	236687	Granted / Registered
Patent	Norway	20024708	09/04/2001				336142	26/05/2015	336142	Granted / Registered
Patent	New Zealand	521476	09/04/2001				521476	10/02/2005	521476	Granted / Registered
Patent	United States of America	10/266717	09/04/2001				7229607	12/06/2007	7229607	Granted / Registered
Patent	South Africa	2002/7420	09/04/2001				2002/7420	26/11/2003	2002/7420	Granted / Registered
Patent	United States of America	10/263044	19/09/2001				6677326	13/01/2004	6677326	Granted / Registered
Patent	Australia	2004242450	09/04/2001				2004242450	15/11/2012	2004242450	Granted / Registered
Patent	China	200710147167.0	09/04/2001	101181263			200710147167.0	06/07/2011	200710147167.0	Granted / Registered
Patent	European Patent Office	04011047.0	09/04/2001	1449528		25/08/2004			1449528	Notice of Allowance
Patent	New Zealand	535284	09/04/2001				535284	10/08/2006	535284	Granted / Registered
Patent	United States of America	10/926196	09/04/2001	US-2005-0019271/A1			7368104	06/05/2008	7368104	Granted / Registered
Patent	Australia	2006219727	03/03/2006				2006219727	18/06/2010	2006219727	Granted / Registered



Patent	Brazil	PI 0609057-5	03/03/2006	PI 0609057-5	19/09/2017			PI 0609057-5	Published
Patent	Canada	2601129	03/03/2006				2601129	2601129	Granted / Registered
Patent	China	200680006901.5	03/03/2006	101133021			200680006901.5	200680006901.5	Granted / Registered
Patent	Austria	06709993.7	03/03/2006				1856041	1856041	Granted / Registered
Patent	Belgium	06709993.7	03/03/2006				1856041	1856041	Granted / Registered
Patent	Switzerland	06709993.7	03/03/2006				1856041	1856041	Granted / Registered
Patent	Germany	06709993.7	03/03/2006				1856041	1856041	Granted / Registered
Patent	Denmark	06709993.7	03/03/2006				1856041	1856041	Granted / Registered
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Patent	Greece	06709993.7	03/03/2006				1856041	13/05/2009	1856041	Granted / Registered
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Patent	Netherlands	06709993.7	03/03/2006				1856041	13/05/2009	1856041	Granted / Registered
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Patent	Turkey	06709993.7	03/03/2006				1856041	13/05/2009	1856041	Granted / Registered
Patent	Hong Kong	07113058.5	03/03/2006	1104817	25/01/2008		1104817	20/11/2009	1104817	Granted / Registered
Patent	Israel	185576	03/03/2006				185576	01/03/2012	185576	Granted / Registered
Patent	India	6742/DELNP/2007	03/03/2006				249414	19/10/2011	249414	Granted / Registered
Patent	Japan	2007-557594	03/03/2006				5319119	19/07/2013	5319119	Granted / Registered
Patent	Republic of Korea	2007-7022077	03/03/2006				1267108	16/05/2013	1267108	Granted / Registered

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Patent	Mexico	MX/a/2007010729	03/03/2006				269179	11/08/2009	269179	Granted / Registered
Patent	Norway	2007 4558	03/03/2006				340220	20/03/2017	340220	Granted / Registered
Patent	New Zealand	561293	03/03/2006				561293	09/09/2010	561293	Granted / Registered
Patent	United States of America	11/817166	03/03/2006	2008-0227988			8846954	30/09/2014	8846954	Granted / Registered
Patent	South Africa	2007/07512	03/03/2006				2007/07512	26/11/2008	2007/07512	Granted / Registered
Patent	United States of America	11/908714	20/03/2006	2009-0062372			7915303	29/03/2011	7915303	Granted / Registered
Patent	United States of America	12/048812	09/04/2001	2008-0220073			8029768	04/10/2011	8029768	Granted / Registered

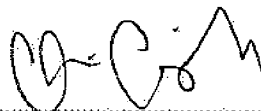
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**SIGNED** by the parties on the date of this agreement.

**SIGNED**  
for and on behalf of  
**SOSEI R&D LTD.**

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Authorised Signatory **CHRIS CARGILL**

**SIGNED**  
for and on behalf of  
**HEPTARES THERAPEUTICS**  
**LIMITED**

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Authorised Signatory