

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5314221

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID PHILIP ROOKER	03/24/2017
REBECCA LOUISE DAVIE	03/21/2017
HANNAH JOY EDWARDS	03/21/2017
DAVID MICHAEL EVANS	03/21/2017
STEPHEN JOHN PETHEN	03/21/2017
SIMON TEANBY HODGSON	03/20/2017
RECEIVING PARTY DATA	
Name:	KALVISTA PHARMACEUTICALS LIMITED
Street Address:	BUILDING 227 TETRICUS SCIENCE PARK
Internal Address:	PORTON DOWN
City:	SALISBURY
State/Country:	UNITED KINGDOM
Postal Code:	SP4 0JQ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16301192
CORRESPONDENCE DATA	
Fax Number:	(215)568-3439
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	assignments@woodcock.com
Correspondent Name:	BAKER & HOSTETLER LLP
Address Line 1:	2929 ARCH STREET, CIRA CENTRE
Address Line 2:	12TH FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19104
ATTORNEY DOCKET NUMBER:	102064.000243
NAME OF SUBMITTER:	VALERIE CHICCHI
SIGNATURE:	/Valerie Chicchi/
DATE SIGNED:	01/08/2019

Total Attachments: 16

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CONFIRMATORY ASSIGNMENT

PARTIES:

- (1) **REBECCA LOUISE DAVIE** of c/o KALVISTA PHARMACEUTICALS LIMITED, Building 227 Tetricus Science Park, Porton Down, Salisbury SP4 0JQ, United Kingdom ("DAVIE")
- (2) **HANNAH JOY EDWARDS** of c/o KALVISTA PHARMACEUTICALS LIMITED, Building 227 Tetricus Science Park, Porton Down, Salisbury SP4 0JQ, United Kingdom ("EDWARDS")
- (3) **DAVID MICHAEL EVANS** of c/o KALVISTA PHARMACEUTICALS LIMITED, Building 227 Tetricus Science Park, Porton Down, Salisbury SP4 0JQ, United Kingdom ("EVANS")
- (4) **STEPHEN JOHN PETHEN** of c/o KALVISTA PHARMACEUTICALS LIMITED, Building 227 Tetricus Science Park, Porton Down, Salisbury SP4 0JQ, United Kingdom ("PETHEN")
- (5) **DAVID PHILIP ROOKER** of c/o KALVISTA PHARMACEUTICALS LIMITED, Building 227 Tetricus Science Park, Porton Down, Salisbury SP4 0JQ, United Kingdom ("ROOKER")

DAVIE, EDWARDS, EVANS, PETHEN and ROOKER are together the "ASSIGNORS"

- (6) **KALVISTA PHARMACEUTICALS LIMITED** (registered in the UK with no. 07543947) of Building 227 Tetricus Science Park, Porton Down, Salisbury SP4 0JQ United Kingdom ("ASSIGNEE")

RECITALS:

- A. The ASSIGNORS are applicants in respect of the United States patent application summarised in the Schedule (the "APPLICATION").
- B. The ASSIGNORS are inventors in respect of an invention the subject of the APPLICATION (the "INVENTION").
- C. The ASSIGNORS' contributions to the INVENTION were made during the course of and as part of their normal duties as employees of the ASSIGNEE and in circumstances such that the ASSIGNEE became legally and beneficially entitled to and owner of all the ASSIGNORS' rights in the INVENTION (including the APPLICATION and all other intellectual property rights).
- D. The parties have agreed to execute this Confirmatory Assignment for the purposes of confirming the ASSIGNEE's title to all the ASSIGNORS' rights in the INVENTION (including the APPLICATION and all other related intellectual property rights) and to record the ASSIGNEE's interest in the same.

OPERATIVE TERMS:

In consideration of the sum of £1 (one pound sterling) paid by the ASSIGNEE to the ASSIGNORS (the receipt and sufficiency of which are hereby acknowledged) IT IS AGREED as follows:

1. Assignment

The ASSIGNORS hereby confirm the ASSIGNEE's ownership of and insofar as necessary hereby assign with full title guarantee to the ASSIGNEE absolutely and free from all liens charges licences and encumbrances and the ASSIGNEE hereby confirms its acceptance of and hereby accepts all the ASSIGNORS' property right title and interest anywhere in the world in and to the INVENTION including without limitation:

- (a) the APPLICATION and all patent applications and patents deriving or claiming priority from any thereof or otherwise relating to the INVENTION including all divisionals continuations reissues extensions supplementary protection certificates renewals and registrations in relation to any thereof (the "PATENT RIGHTS"), including the right to apply for any of the same;
- (b) the benefit of all priority rights;
- (c) the right to seek and obtain registrations in other countries;
- (d) all other intellectual property rights and know-how including without limitation any copyrights and design rights (whether or not registrable) relating in any way to the INVENTION;
- (e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the rights hereby transferred.

2. Covenants

Each of the ASSIGNORS covenants with the ASSIGNEE as follows:

- (a) that he or she has not done or omitted to do any act or thing whatsoever whereby any patents or other intellectual property rights relating to the INVENTION might be invalidated or otherwise prejudicially affected or the due performance of this Confirmatory Assignment hindered or prevented;
- (b) to keep the INVENTION confidential and not to disclose it to any person without the prior written consent of the ASSIGNEE;
- (c) that he or she has not given any permission to any third party to use the INVENTION and has not otherwise assigned or granted to any third party any rights in or under the INVENTION (including the PATENT RIGHTS).

3. Further Assurance

- 3.1 The ASSIGNORS agree at the ASSIGNEE's expense to execute any further documents and do all things which the ASSIGNEE may reasonably require in order to ensure the vesting in the ASSIGNEE (or the ASSIGNEE's successors in title or nominees as the case may be) of all property rights title and interests intended to be assigned transferred or granted to the ASSIGNEE hereunder (including the PATENT RIGHTS) and to give the ASSIGNEE the full benefit of this Agreement including doing all acts which may be necessary or desirable in connection with:
- (a) the prosecution of the APPLICATION and the filing and prosecution of any further patent applications anywhere in the world and obtaining grant in relation thereto;
 - (b) protecting and enforcing the APPLICATION and any patents or patent applications and other intellectual property rights relating to the INVENTION;
 - (c) recording any such patent applications, patents and other rights in the name of the ASSIGNEE or the ASSIGNEE's successors in title or nominees as sole applicant or registered proprietor as the case may be;
 - (d) assisting in the resolution of any question concerning the INVENTION or any of the PATENT RIGHTS.
- 3.2 The ASSIGNORS hereby authorise the officers from time to time of the ASSIGNEE and the ASSIGNEE's agents to do or authorise the doing of all such acts (including the signing of all such documents) on behalf of the ASSIGNORS as the ASSIGNEE may consider appropriate for the purpose of giving effect to the provisions of clause 3.1.

4. Counterparts

This Confirmatory Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Law

This Confirmatory Assignment shall be governed by and construed and take effect in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE

APPLICATION NUMBER	FILING DATE	REFERENCES
US 62/456,219	8th February 2017	P069769US

IN WITNESS of which the parties have executed and delivered this Confirmatory Assignment as a Deed effective on the date of the later/last of the parties' signatures.

EXECUTED AND DELIVERED AS A DEED by REBECCA LOUISE DAVIE:

Signature:

Date:

In the presence of:

Witness Signature:

Witness Name and Address:

Witness Occupation:

EXECUTED AND DELIVERED AS A DEED by HANNAH JOY EDWARDS:

Signature:

Date:

In the presence of:

Witness Signature:

Witness Name and Address:

Witness Occupation:

EXECUTED AND DELIVERED AS A DEED by DAVID MICHAEL EVANS:

Signature:

Date:

In the presence of:

Witness Signature:

Witness Name and Address:

Witness Occupation:

EXECUTED AND DELIVERED AS A DEED by STEPHEN JOHN PETHEN:

Signature:

Date:

In the presence of:

Witness Signature:

Witness Name and Address:

Witness Occupation:

EXECUTED AND DELIVERED AS A DEED by DAVID PHILIP ROOKER:

Signature:



Date:

24th March 2017

In the presence of:

C. Moore

Witness Signature:



Witness Name and Address:

C. Moore, 6 LAKE GROVE ROAD, NEW MILTON, SA25 5LA

Witness Occupation:

RETIRED

EXECUTED AND DELIVERED AS A DEED by KALVISTA PHARMACEUTICALS LIMITED:

Signature:

Name:

Title: Director

Date:

In the presence of:

Witness Signature:

Witness Name and Address:

Witness Occupation:

CONFIRMATORY ASSIGNMENT

PARTIES:

- (1) **REBECCA LOUISE DAVIE** of c/o KALVISTA PHARMACEUTICALS LIMITED, Building 227 Tetricus Science Park, Porton Down, Salisbury SP4 0JQ, United Kingdom ("**DAVIE**")
 - (2) **HANNAH JOY EDWARDS** of c/o KALVISTA PHARMACEUTICALS LIMITED, Building 227 Tetricus Science Park, Porton Down, Salisbury SP4 0JQ, United Kingdom ("**EDWARDS**")
 - (3) **DAVID MICHAEL EVANS** of c/o KALVISTA PHARMACEUTICALS LIMITED, Building 227 Tetricus Science Park, Porton Down, Salisbury SP4 0JQ, United Kingdom ("**EVANS**")
 - (4) **STEPHEN JOHN PETHEN** of c/o KALVISTA PHARMACEUTICALS LIMITED, Building 227 Tetricus Science Park, Porton Down, Salisbury SP4 0JQ, United Kingdom ("**PETHEN**")
 - (5) **DAVID PHILIP ROOKER** of c/o KALVISTA PHARMACEUTICALS LIMITED, Building 227 Tetricus Science Park, Porton Down, Salisbury SP4 0JQ, United Kingdom ("**ROOKER**")
- DAVIE, EDWARDS, EVANS, PETHEN and ROOKER are together the "**ASSIGNORS**"
- (6) **KALVISTA PHARMACEUTICALS LIMITED** (registered in the UK with no. 07543947) of Building 227 Tetricus Science Park, Porton Down, Salisbury SP4 0JQ United Kingdom ("**ASSIGNEE**")

RECITALS:

- A. The ASSIGNORS are applicants in respect of the United States patent application summarised in the Schedule (the "**APPLICATION**").
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- C. The ASSIGNORS' contributions to the INVENTION were made during the course of and as part of their normal duties as employees of the ASSIGNEE and in circumstances such that the ASSIGNEE became legally and beneficially entitled to and owner of all the ASSIGNORS' rights in the INVENTION (including the APPLICATION and all other intellectual property rights).
- D. The parties have agreed to execute this Confirmatory Assignment for the purposes of confirming the ASSIGNEE's title to all the ASSIGNORS' rights in the INVENTION (including the APPLICATION and all other related intellectual property rights) and to record the ASSIGNEE's interest in the same.

OPERATIVE TERMS:

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1. Assignment

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- (a) the APPLICATION and all patent applications and patents deriving or claiming priority from any thereof or otherwise relating to the INVENTION including all divisionals continuations reissues extensions supplementary protection certificates renewals and registrations in relation to any thereof (the "**PATENT RIGHTS**"), including the right to apply for any of the same;
- (b) the benefit of all priority rights;
- (c) the right to seek and obtain registrations in other countries;
- (d) all other intellectual property rights and know-how including without limitation any copyrights and design rights (whether or not registrable) relating in any way to the INVENTION;
- (e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the rights hereby transferred.

CONFIRMATORY ASSIGNMENT

PARTIES:

- (1) **REBECCA LOUISE DAVIE** of c/o KALVISTA PHARMACEUTICALS LIMITED, Building 227 Tetricus Science Park, Porton Down, Salisbury SP4 0JQ, United Kingdom ("**DAVIE**")
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 - (5) **DAVID PHILIP ROOKER** of c/o KALVISTA PHARMACEUTICALS LIMITED, Building 227 Tetricus Science Park, Porton Down, Salisbury SP4 0JQ, United Kingdom ("**ROOKER**")
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- (c) that he or she has not given any permission to any third party to use the INVENTION and has not otherwise assigned or granted to any third party any rights in or under the INVENTION (including the PATENT RIGHTS).

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4. Counterparts

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SCHEDULE

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US 62/456,219	8th February 2017	P069769US


IN WITNESS of which the parties have executed and delivered this Confirmatory Assignment as a Deed effective on the date of the later/last of the parties' signatures.

EXECUTED AND DELIVERED AS A DEED by REBECCA LOUISE DAVIE:

Signature: 

Date: 21st March 2017

In the presence of: MICHAEL ROE

Witness Signature: 

Witness Name and Address: M. ROE, 11 FOREST LAKE AVE, RINGWOOD BH24 1QU, UK


Witness Occupation: RESEARCH CHEMIST

EXECUTED AND DELIVERED AS A DEED by HANNAH JOY EDWARDS:

Signature: 

Date: 21st March 2017

In the presence of: MICHAEL ROE

Witness Signature: 

Witness Name and Address: M. ROE, 11 FOREST LAKE AVE, RINGWOOD BH24 1QU, UK


Witness Occupation: RESEARCH CHEMIST

EXECUTED AND DELIVERED AS A DEED by DAVID MICHAEL EVANS:

Signature: 

Date: 21st March 2017

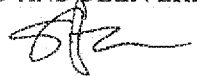
In the presence of: MICHAEL ROE

Witness Signature: 

Witness Name and Address: M. ROE, 11 FOREST LAKE AVE, RINGWOOD BH24 1QU, UK


Witness Occupation: RESEARCH CHEMIST

EXECUTED AND DELIVERED AS A DEED by STEPHEN JOHN PETHEN:

Signature: 

Date: 21 March 2017

In the presence of: MICHAEL ROE

Witness Signature: 

Witness Name and Address: M. ROE, 11 FOREST LAKE AVE, RINGWOOD BH24 1QU, UK

Witness Occupation: RESEARCH CHEMIST

EXECUTED AND DELIVERED AS A DEED by DAVID PHILIP ROOKER:

Signature:

Date:

In the presence of:

Witness Signature:

Witness Name and Address:

Witness Occupation:

EXECUTED AND DELIVERED AS A DEED by KALVISTA PHARMACEUTICALS LIMITED:

Signature:

Name:

Title: Director

Date:

In the presence of:

Witness Signature:

Witness Name and Address:

Witness Occupation:

CONFIRMATORY ASSIGNMENT

PARTIES:

- (1) **REBECCA LOUISE DAVIE** of c/o KALVISTA PHARMACEUTICALS LIMITED, Building 227 Tetricus Science Park, Porton Down, Salisbury SP4 0JQ, United Kingdom ("DAVIE")
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EXECUTED AND DELIVERED AS A DEED by REBECCA LOUISE DAVIE:

Signature:

Date:

In the presence of:

Witness Signature:

Witness Name and Address:

Witness Occupation:

EXECUTED AND DELIVERED AS A DEED by HANNAH JOY EDWARDS:

Signature:

Date:

In the presence of:

Witness Signature:

Witness Name and Address:

Witness Occupation:

EXECUTED AND DELIVERED AS A DEED by DAVID MICHAEL EVANS:

Signature:

Date:

In the presence of:

Witness Signature:

Witness Name and Address:

Witness Occupation:

EXECUTED AND DELIVERED AS A DEED by STEPHEN JOHN PETHEN:

Signature:

Date:

In the presence of:

Witness Signature:

Witness Name and Address:

Witness Occupation:

EXECUTED AND DELIVERED AS A DEED by DAVID PHILIP ROOKER:

Signature:

Date:

In the presence of:

Witness Signature:

Witness Name and Address:

Witness Occupation:

EXECUTED AND DELIVERED AS A DEED by KALVISTA PHARMACEUTICALS LIMITED:

Signature:

Name: Ben Pallicka

Title: Director

Date: 30th March 2017

In the presence of: M. ROE

Witness Signature:

Witness Name and Address: M. ROE, 11 FORESTLAKE AVE, RINGWOOD BH24 1QU

Witness Occupation: RESEARCH CHEMIST

ASSIGNMENT

PARTIES:

- (1) **SIMON TEANBY HODGSON** of Orchard House, The Avenue, Ampthill, Bedfordshire, MK45 2NR, United Kingdom ("ASSIGNOR")
- (2) **KALVISTA PHARMACEUTICALS LIMITED** (registered in the UK with no. 07543947) of Building 227 Tetrcus Science Park, Porton Down, Salisbury SP4 0JQ United Kingdom ("ASSIGNEE")

RECITALS:

- A. The ASSIGNOR is an applicant in respect of the United States patent application summarised in the Schedule (the "APPLICATION").
- B. The ASSIGNOR is an inventor in respect of the invention the subject of the APPLICATION (the "INVENTION").
- C. The ASSIGNOR's contribution to the INVENTION was made in circumstances such that the ASSIGNEE became beneficially entitled to all the ASSIGNOR's rights in the INVENTION (including the APPLICATION and all other intellectual property rights).
- D. The parties have agreed to execute this Assignment for the purpose of assigning to the ASSIGNEE all the ASSIGNOR's rights in the INVENTION (including the APPLICATION and all other related intellectual property rights) and to record the ASSIGNEE's interest in the same.

OPERATIVE TERMS:

In consideration of the sum of £1 (one pound sterling) paid by the ASSIGNEE to the ASSIGNOR (the receipt and sufficiency of which are hereby acknowledged) IT IS AGREED as follows:

1. Assignment

The ASSIGNOR hereby assigns with full title guarantee to the ASSIGNEE absolutely and free from all liens charges licences and encumbrances and the ASSIGNEE hereby accepts all the ASSIGNOR's property right title and interest anywhere in the world in and to the INVENTION including without limitation:

- (a) the APPLICATION and all patent applications and patents deriving or claiming priority from any thereof or otherwise relating to the INVENTION including all divisionals continuations reissues extensions supplementary protection certificates renewals and registrations in relation to any thereof (the "PATENT RIGHTS"), including the right to apply for any of the same;
- (b) the benefit of all priority rights;
- (c) the right to seek and obtain registrations in other countries;
- (d) all other intellectual property rights and know-how including without limitation any copyrights and design rights (whether or not registrable) relating in any way to the INVENTION;
- (e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the rights hereby transferred.

2. Covenants

The ASSIGNOR covenants with the ASSIGNEE as follows:

- (a) that he has not done or omitted to do any act or thing whatsoever whereby any patents or other intellectual property rights relating to the INVENTION might be invalidated or otherwise prejudicially affected or the due performance of this Agreement hindered or prevented;
- (b) to keep the INVENTION confidential and not to disclose it to any person without the prior written consent of the ASSIGNEE;
- (c) that he has not given any permission to any third party to use the INVENTION and has not otherwise assigned or granted to any third party any rights in or under the INVENTION (including the PATENT RIGHTS).

3. Further Assurance

G057932PA (P069769US)

US 62/456,219 - Hodgson Assignment

PATENT

REEL: 047930 FRAME: 0787

- 3.1 The ASSIGNOR agrees at the ASSIGNEE's expense to execute any further documents and do all things which the ASSIGNEE may reasonably require in order to ensure the vesting in the ASSIGNEE (or the ASSIGNEE's successors in title or nominees as the case may be) of all property rights title and interests intended to be assigned transferred or granted to the ASSIGNEE hereunder (including the PATENT RIGHTS) and to give the ASSIGNEE the full benefit of this Agreement including doing all acts which may be necessary or desirable in connection with:
- (a) the prosecution of the APPLICATION and the filing and prosecution of any further patent applications anywhere in the world and obtaining grant in relation thereto;
 - (b) protecting and enforcing the APPLICATION and any patents or patent applications and other intellectual property rights relating to the INVENTION;
 - (c) recording any such patent applications, patents and other rights in the name of the ASSIGNEE or the ASSIGNEE's successors in title or nominees as sole applicant or registered proprietor as the case may be;
 - (d) assisting in the resolution of any question concerning the INVENTION or any of the PATENT RIGHTS.
- 3.2 The ASSIGNOR hereby authorises the officers from time to time of the ASSIGNEE and the ASSIGNEE's agents to do or authorise the doing of all such acts (including the signing of all such documents) on behalf of the ASSIGNOR as the ASSIGNEE may consider appropriate for the purpose of giving effect to the provisions of clause 3.1.

4. Counterparts

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Law

This Assignment shall be governed by and construed and take effect in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE

APPLICATION NUMBER	FILING DATE	REFERENCES
US 62/456,219	8th February 2017	P069769US

IN WITNESS of which the parties have executed and delivered this Assignment as a Deed effective on the date of the later/last of the parties' signatures.

EXECUTED AND DELIVERED AS A DEED by SIMON TEANBY HODGSON:

Signature:

Date:

In the presence of:

Witness Signature:

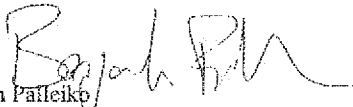
Witness Name and Address:

Witness Occupation:

MRS SALLY (HAMPTON) MARSH

CUACHIN CHAPEL LANE, REDYNGH, SALISBURY, WILTS SP22HN UK
V.I. RESEARCH

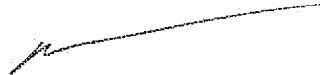
EXECUTED AND DELIVERED AS A DEED by KALVISTA PHARMACEUTICALS LIMITED:

Signature: 
Name: Ben Palleiko

Title: Director

Date: 30th March 2017

In the presence of: M. ROE

Witness Signature: 

Witness Name and Address: M. ROE, 11 FORESTLAKE AVE, RINGWOOD BH24 1QU

Witness Occupation: RESEARCH CHEMIST