

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5362238

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
Name		Execution Date
THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS		10/27/2016
RECEIVING PARTY DATA		
Name:	FERA SCIENCE LIMITED	
Street Address:	17 ROCHESTER ROW	
City:	LONDON	
State/Country:	ENGLAND	
Postal Code:	SWIP 1QT	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	8043811	
CORRESPONDENCE DATA		
Fax Number:	(703)816-4100	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	703-816-4000	
Email:	ptomail@nixonvan.com, tmonroe@nixonvan.com	
Correspondent Name:	NIXON & VANDERHYE, P.C.	
Address Line 1:	901 N. GLEBE ROAD	
Address Line 2:	SUITE 1100	
Address Line 4:	ARLINGTON, VIRGINIA 22203	
ATTORNEY DOCKET NUMBER:	LSN-5969-11	
NAME OF SUBMITTER:	LARRY S. NIXON	
SIGNATURE:	/Larry S. Nixon/	
DATE SIGNED:	02/06/2019	
Total Attachments: 10		
source=5969_11-Patent_License_Agreement#page1.tif		
source=5969_11-Patent_License_Agreement#page2.tif		
source=5969_11-Patent_License_Agreement#page3.tif		
source=5969_11-Patent_License_Agreement#page4.tif		

source=5969_11-Patent_License_Agreement#page5.tif
source=5969_11-Patent_License_Agreement#page6.tif
source=5969_11-Patent_License_Agreement#page7.tif
source=5969_11-Patent_License_Agreement#page8.tif
source=5969_11-Patent_License_Agreement#page9.tif
source=5969_11-Patent_License_Agreement#page10.tif

DATED

.....

PATENT LICENCE AGREEMENT

between

THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS

and

FERA SCIENCE LIMITED

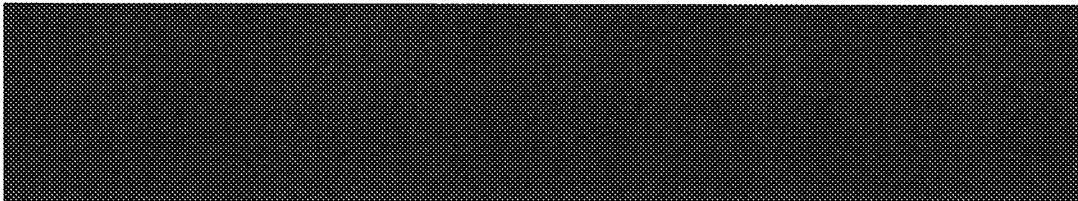
THIS AGREEMENT is dated

PARTIES

- (1) **THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS** acting for and on behalf of **THE DEPARTMENT FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS** whose office is at Nobel House, 17 Smith Square, London SW1P 3JR (**Framework Authority**).
- (2) **FERA SCIENCE LIMITED** incorporated and registered in England and Wales with company number 09413107 whose registered office is at 17 Rochester Row, London SW1P 1QT (the **Company**).

BACKGROUND

- (1) The Framework Authority and the Company previously entered the Licence Agreement (as defined below).



- (3) Pursuant to Clause 2.3 of the Licence Agreement, the Framework Authority has therefore agreed to grant an exclusive licence to the Company under certain licensed patent rights in accordance with the terms of this Agreement.

AGREED TERMS

1. INTERPRETATION

Terms defined in the Licence Agreement shall have the same meaning when used in this Agreement, unless defined below. In addition, the following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Crown: means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales)

Crown Body: means a Secretary of State or minister of the Crown or government department, agency, commission, non-departmental public body, bodies and persons classified as public sector, corporation and body corporate of the government of the United Kingdom carrying out statutory functions on behalf of the Crown.

Defra Crown Body: means those Crown Bodies which are accountable to the Framework Authority. For these purposes, accountable shall include (but is not limited to) (i) Crown Bodies in respect of which the Framework Authority has the power to issue directions under statute, and/or (ii) Crown Bodies which perform tasks pursuant to functions delegated to that body by the Framework Authority and/or (iii) Crown Bodies whose accounts form part of the Framework Authority's annual accounts; and/or (iv) those Crown Bodies listed on www.gov.uk as agencies and public bodies supporting the Framework Authority.

Effective Date: the date on which the Company provides written notice to the Framework Authority that the condition precedent has been satisfied in accordance with Clause 2.

Field of Use: the manufacture, use, sale, and distribution of devices for nucleic acid purification or storage

Licence Agreement: the intellectual property licence agreement entered into between the Framework Authority and the Company on 11 March 2015 and subsequently amended on 2 February 2016.

Nucleic Acid Purification Patents: the patents and patent applications, short particulars of which are set out in Schedule 1 and granted patents issuing from such applications.

[REDACTED]

[REDACTED] **Agreement:** an agreement to be agreed between the Company and [REDACTED] under which the Company will grant an exclusive sub-licence (with the right to sub-sublicense as per clause 3.2 of this agreement) under the Nucleic Acid Purification Patents to [REDACTED] to manufacture and sell devices for nucleic acid purification or storage.

[REDACTED]

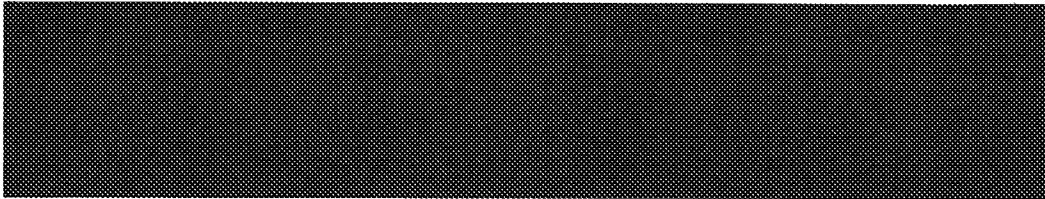
VAT: value added tax.

- 1.2 The rules of interpretation of the Licence Agreement shall apply to this agreement as if set out in this agreement.
- 1.3 Unless the context otherwise requires, references in this agreement to clauses and Schedules are to the clauses and Schedules of this agreement.
- 2. **CONDITIONS PRECEDENT**
- 2.1 The Effective Date is conditional on the Company entering into the [REDACTED] Agreement.

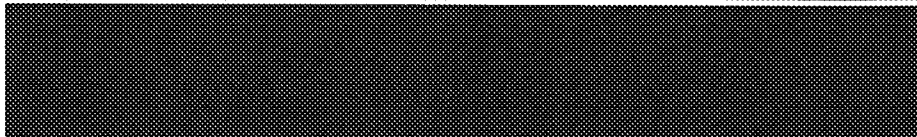
CS

- 2.2 The Company shall promptly notify the Framework Authority in writing that the condition precedent in clause 2.1 has been satisfied.

3. GRANT

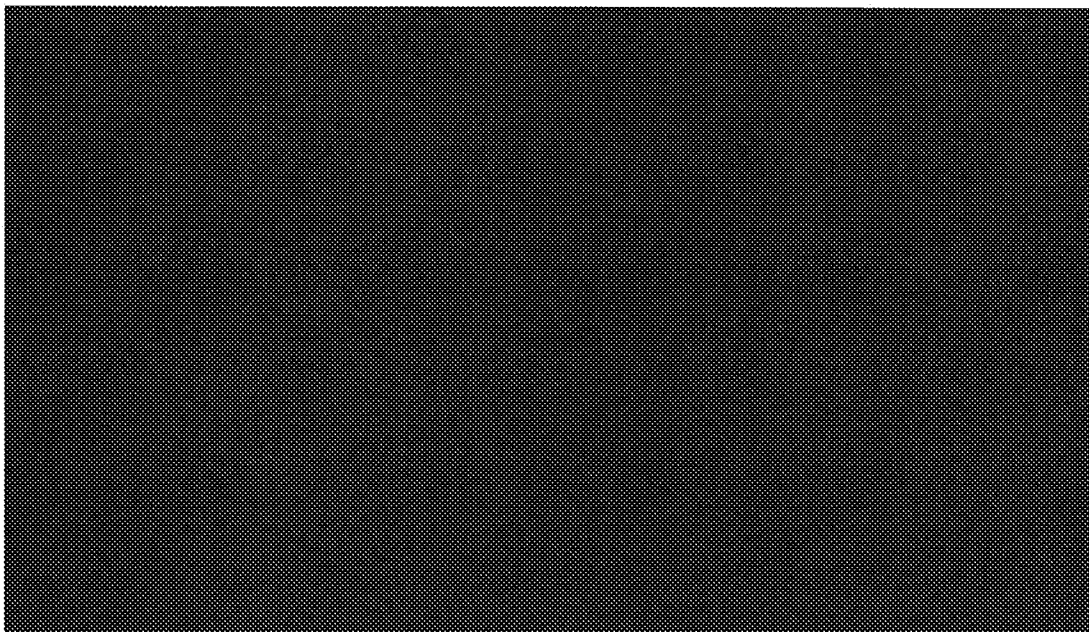


- 3.2 Subject to clause 3.4 and 3.6, the Framework Authority hereby grants to the Company from the Effective Date an exclusive licence under the Nucleic Acid Purification Patents to use the invention protected by those rights in the Field of Use in all territories in which those rights subsist.



- 3.3 The provisions of clause 3 of the Licence Agreement shall continue to apply in relation to the Nucleic Acid Purification Patents as they did before the date of this agreement.

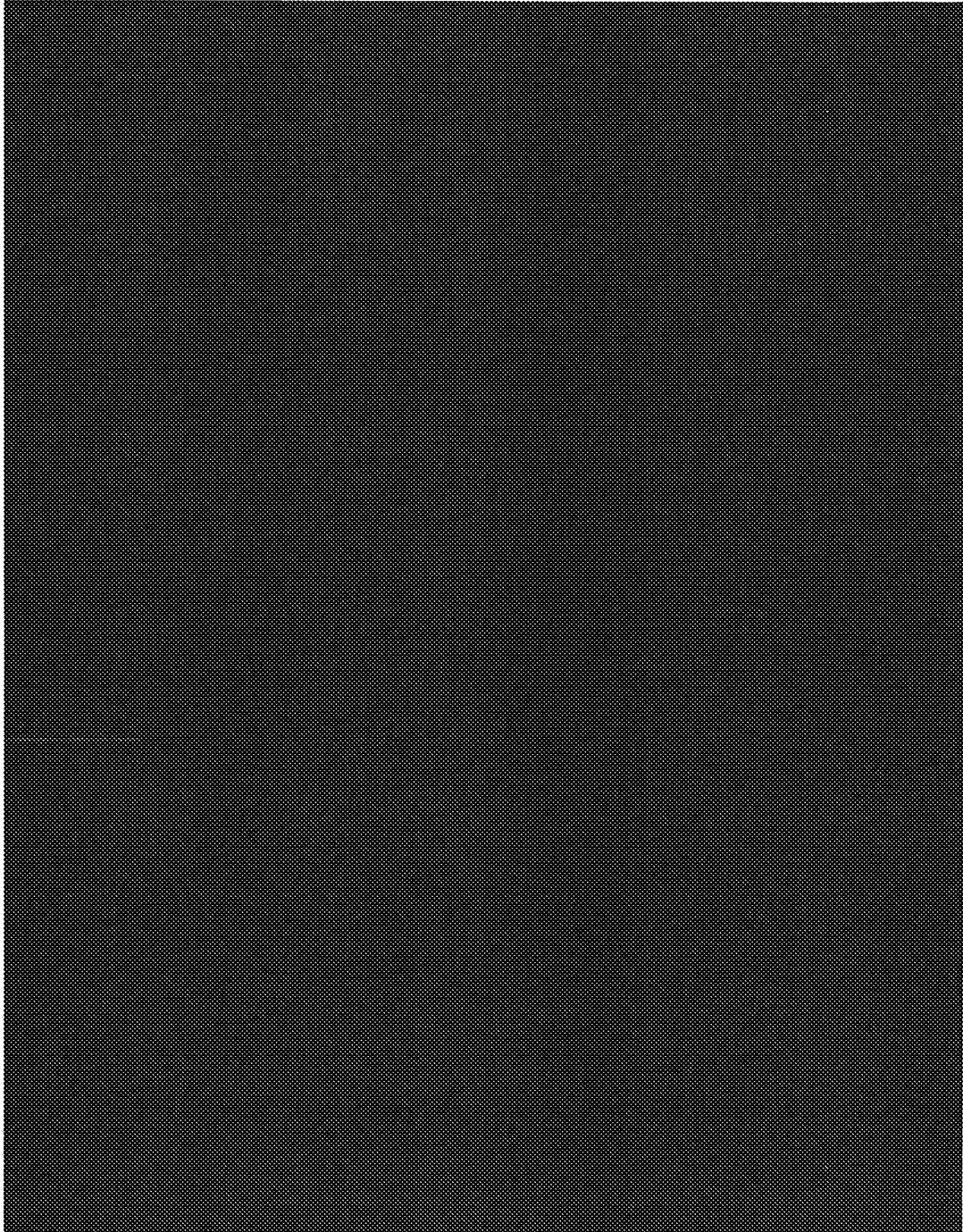
- 3.4 The Framework Authority expressly retains the right to use, and to permit the use by other Crown Bodies of, the Nucleic Acid Purification Patents for non-commercial and government surveillance use purposes.



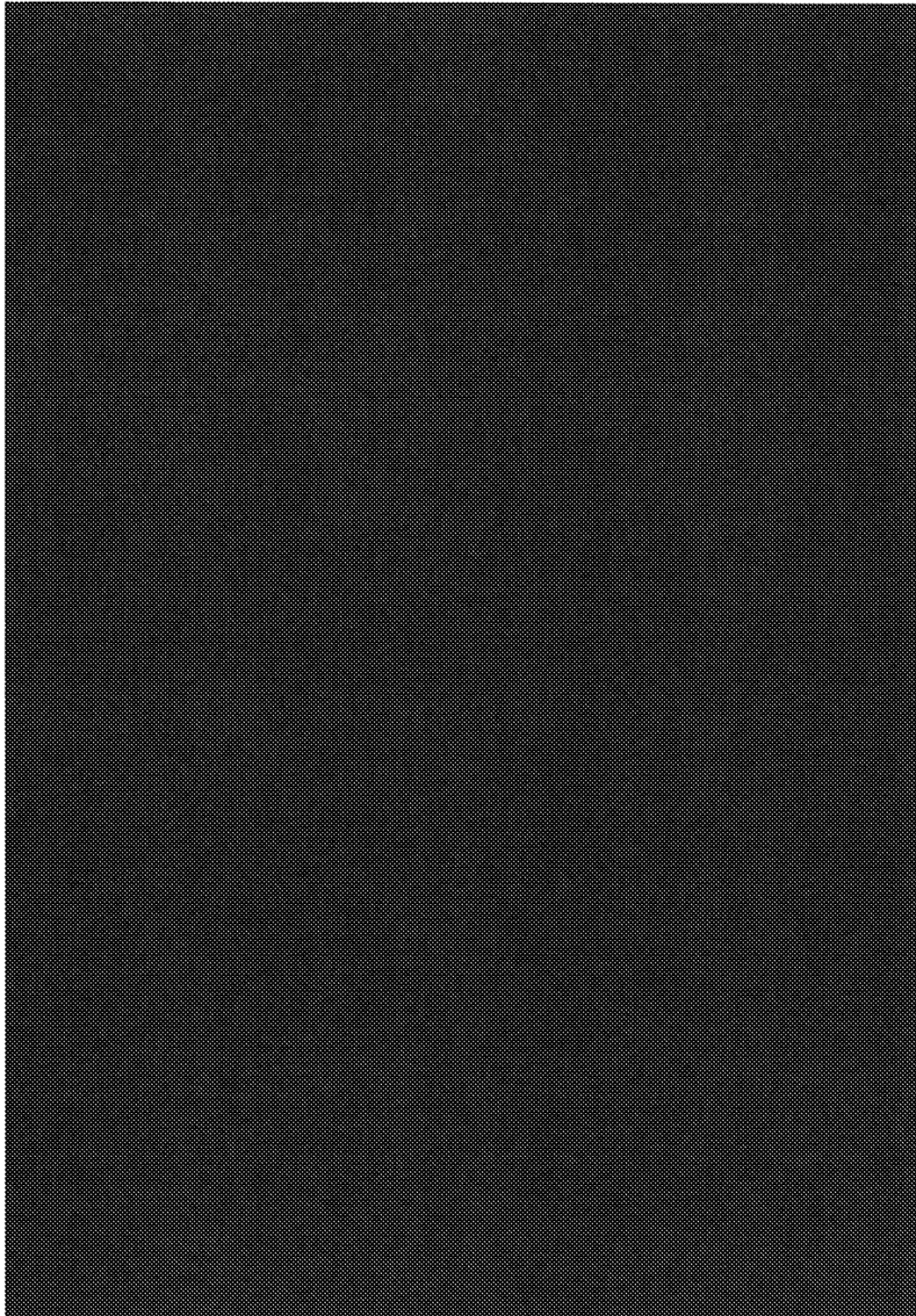
LB

4. **RECORDAL OF LICENCE**

- 4.1 The Company shall, at its own cost, promptly record the licence granted to it in clause 3.1 in the relevant registries.
- 4.2 The Framework Authority shall provide reasonable assistance, at the Company's cost, to enable the Company to comply with clause 4.1.



LB



7. DURATION AND TERMINATION

- 7.1 This agreement shall commence on the Effective Date and, unless terminated earlier, shall remain in force until the earlier of:

LB

- (a) the expiry of all the Nucleic Acid Purification Patents (including the expiry of any that have previously been restored) and there is no possibility of any applications in the Nucleic Acid Purification Patents proceeding to grant;
 - (b) the termination of the [REDACTED] Agreement; or
 - (c) the termination of the Licence Agreement.
- [REDACTED]

8. CONSEQUENCES OF TERMINATION

- 8.1 On expiry or termination of this agreement for any reason other than the expiry of all the Nucleic Acid Purification Patents or the termination of the Licence Agreement and subject to any express provisions set out elsewhere in this agreement:
- (a) all outstanding sums payable by the Company to the Framework Authority shall immediately become due and payable;
 - (b) all rights and licences granted pursuant to this agreement shall cease;
 - (c) the Company shall co-operate with the Framework Authority in the cancellation of any licences registered pursuant to this agreement and shall execute such documents and do all acts and things as may be necessary to effect such cancellation; and
 - (d) the Framework Authority will grant to the Company a non-exclusive licence under the Nucleic Acid Purification Patents in accordance with clause 2.1.1 of the Licence Agreement, and the provisions of the Licence Agreement will continue to apply to the Nucleic Acid Purification Patents as they did before the date of this agreement.

9. MISCELLANEOUS

- 9.1 The provisions of clauses 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 of the Licence Agreement shall apply to this agreement to the extent that they applied to the Nucleic Acid Purification Patents before the date of this agreement, as if set out in full and so that references in those provisions to "this agreement" shall be construed as references to this agreement and references to "party" or "parties" shall be construed as references to parties to this agreement.

Schedule 1: The Nucleic Acid Purification Patents

Description	Territory	Status	Priority Date	Publication or application number
Purification and storage of nucleic acids	AT	Granted	11.03.2006	AT 725744
Purification and storage of nucleic acids	AU	Granted	11.03.2006	AU 2007226362
Purification and storage of nucleic acids	BE	Granted	11.03.2006	EP 1996726 (BE)
Purification and storage of nucleic acids	CA	Granted	11.03.2006	CA 2,643,984
Purification and storage of nucleic acids	CH	Granted	11.03.2006	EP 1996726 (CH)
Purification and storage of nucleic acids	CN	Granted	11.03.2006	CN ZL200780017119.8
Purification and storage of nucleic acids	DE		11.03.2006	DE 602007041349
Purification and storage of nucleic acids	DK	Granted	11.03.2006	DK 1996726
Purification and storage of nucleic acids	ES	Granted	11.03.2006	ES 2544332
Purification and storage of nucleic acids	FR	Granted	11.03.2006	EP 1996726 (FR)
Purification and storage of nucleic acids	GB	Granted	11.03.2006	GB 2475630
Purification and storage of nucleic acids	IE	Granted	11.03.2006	EP 1996726 (IE)
Purification and storage of nucleic acids	IN	Pending	11.03.2006	WO 2007/104962
Purification and storage of	IT	Granted	11.03.2006	EP 1996726 (IT)

nucleic acids				
Purification and storage of nucleic acids	JP	Granted	11.03.2006	JP 5420256
Purification and storage of nucleic acids	NL	Granted	11.03.2006	EP 1996726 (NL)
Purification and storage of nucleic acids	NZ	Granted	11.03.2006	NZ 571352
Purification and storage of nucleic acids	PL	Granted	11.03.2006	EP 1996726 (PL)
Purification and storage of nucleic acids	PT	Granted	11.03.2006	PT 1996726
Purification and storage of nucleic acids	SE	Granted	11.03.2006	EP 1996726 (SE)
Purification and storage of nucleic acids	US	Granted	11.03.2006	US 8,043,811

LB

Signed for and on behalf of THE
SECRETARY OF STATE FOR
ENVIRONMENT, FOOD AND
RURAL AFFAIRS

Andrew J. Greaves

Signature

A. J. GREAVES

Name

HEAD, EGRA OVERSIGHT TEAM

Position

27 OCTOBER 2016

Date

Signed for and on behalf of FERA
SCIENCE LIMITED

M. Wray

Signature

MIKE WRAY

Name

DIRECTOR

Position

13TH OCTOBER 2016

Date