

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5362472

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	THE UNIVERSITY OF SOUTHAMPTON	10/14/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ATDBIO LTD.	
<b>Street Address:</b>	BUILDING 30, SCHOOL OF CHEMISTRY	
<b>Internal Address:</b>	UNIVERSITY OF SOUTHAMPTON	
<b>City:</b>	SOUTHAMPTON	
<b>State/Country:</b>	UNITED KINGDOM	
<b>Postal Code:</b>	SO17 1BJ	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13409929
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(612)349-9266	
<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>	612-252-1558	
<b>Email:</b>	mitchell@ptslaw.com	
<b>Correspondent Name:</b>	DAIDRE L. BURGESS	
<b>Address Line 1:</b>	80 SOUTH 8TH STREET	
<b>Address Line 2:</b>	4800 IDS CENTER	
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402	
<b>ATTORNEY DOCKET NUMBER:</b>	3103.39US01	
<b>NAME OF SUBMITTER:</b>	VALERIE P. MITCHELL	
<b>SIGNATURE:</b>	/Valerie P. Mitchell/	
<b>DATE SIGNED:</b>	02/06/2019	
<b>Total Attachments: 5</b>		
source=3103.39US01 Assignment - University of Southampton-ATDBio Ltd#page1.tif		
source=3103.39US01 Assignment - University of Southampton-ATDBio Ltd#page2.tif		
source=3103.39US01 Assignment - University of Southampton-ATDBio Ltd#page3.tif		
source=3103.39US01 Assignment - University of Southampton-ATDBio Ltd#page4.tif		



### **Assignment by University to Company**

THIS ASSIGNMENT AGREEMENT dated on the date of last signature as written below is made  
BETWEEN THE FOLLOWING PARTIES:

- (1) **The University of Southampton** of Highfield, Southampton, SO17 1BJ, England (hereinafter referred to as "the Assignor"); and
- (2) **ATDBio Ltd.**, having its main administrative offices at Building 30, School of Chemistry, University of Southampton, United Kingdom, SO17 1BJ (hereinafter referred to as "the Assignee").

#### **RECITALS**

- (1) The Assignor is the proprietor of or applicant for the patents and patent applications described in the attached Schedule 1 (the 'Patents').
- (2) The Assignor is willing to assign all its right, title and interest in the Patents to the Assignee subject to the provisions of this Assignment.

IT IS AGREED as follows:

#### **1 Assignment**

- 1.1 In consideration of a one-time signing fee of sixty thousand pounds (60,000 GBP) in addition to the reimbursement of the full past patent expenditure by the Assignor of forty-three thousand four hundred forty-one pounds and three pence (43,441.03 GBP), for a total of one hundred three thousand four hundred forty-one pounds and three pence (103,441.03 GBP), the Assignor hereby assigns and transfers to the Assignee absolutely all its right, title and interest in the Patents. All amounts payable by the Assignee to the Assignor under this Agreement are exclusive of VAT or similar tax which the Assignee will pay in addition at the prevailing rate.
- 1.2 The assignments effected by this clause 1 shall include, without limitation, the assignment and transfer of:
  - (a) all patents that may be granted pursuant to any applications listed in the attached Schedule 1, as well as all patents that may derive priority from or have equivalent claims to the Patents in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Patents shall be deemed to include all such items of property; and
  - (b) all rights of action, powers and benefits arising from ownership of the Patents, including without limitation the right to sue for damages and

other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment.

1.3 The Assignor shall execute such documents and give such assistance as the Assignee may reasonably require (but not including any further scientific work to support any patent applications) at the Assignee's expense:

- (a) to secure the vesting in the Assignee of all rights in the Patents;
- (b) to uphold the Assignee's rights in the Patents; and
- (c) to defeat any challenge to the validity of, and resolve any questions concerning, the Patents.

## **2 Law and jurisdiction**

The validity, construction and performance of this Assignment shall be governed by English law, and both Parties submit to the exclusive jurisdiction of the English courts in respect of any dispute arising in connection therewith.

## **3 Third parties**

This Agreement does not create any right enforceable by any person who is not a party to it ('Third Party') under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a Third Party which exists or is available apart from that Act.

## **4 No warranty**

- 4.1 While the Assignor does not know of any third-party rights, the Assignor nevertheless makes no representation or warranty that use of the assigned Patents will not constitute or result in infringement of third-party rights.
- 4.2 The Assignor does not warrant that the Patents are fit for any particular purpose.
- 4.3 The Assignor does not warrant that the Patents will be granted, enforced, or remain valid.
- 4.4 The Assignee uses the Patents entirely at their own risk.

## **5 Assignee obligations**

- 5.1 The Assignee shall pick up all future management and control of patent prosecution and maintenance from the date of last signature.
- 5.2 The Assignee shall provide the Assignor a perpetual non-commercial license back for research and teaching purposes only.
- 5.3 The Assignee will provide the University with such information that the University may reasonably request from time to time relating to the Assignee's commercialisation and use of the Patents to enable the University to report to its

fundens the use made of the outputs from research they have funded and to demonstrate the impact of the University's research activities.

AGREED by the Parties through their authorised signatories:

For and on behalf of  
University of Southampton


  
signed

Diana Galpin, LLB, LLM  
print name Head IP, Contracts & Policy  
Research & Innovation Services

University of Southampton  
title

date 14th October 2016.

For and on behalf of  
ATDBio Ltd.

  
signed

TOM BROWN (JR)  
print name

DIRECTOR  
title

14 October 2016  
date

SCHEDULE 1

Specific Patents and Patent Applications

Case ref	Title	Official nos.
10710/US	Oligonucleotide ligation	Application no. 13/409,929 Publication no. US2013/0231473 A1
10450/US	Oligonucleotide ligation	Application no. 13/409,927 Grant no. US 8846883 B2
13319	Nucleic acid processing of a nucleic acid fragment with a triazole linkage	Application no. PCT/GB2015/051451 Publication no. WO2015/177520 A1