

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5435926

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID MALCOLM CROWE	11/14/2016
PHARMATERIALS LIMITED	11/14/2016
RECEIVING PARTY DATA	
Name:	KALVISTA PHARMACEUTICALS LIMITED
Street Address:	PORTON DOWN
Internal Address:	BUILDING 227 TETRICUS SCIENCE PARK
City:	SALISBURY
State/Country:	UNITED KINGDOM
Postal Code:	SP4 0JQ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16303334
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>	
Phone:	215-568-3100
Email:	assignments@woodcock.com
Correspondent Name:	BAKERHOSTETLER
Address Line 1:	CIRA CENTRE 12TH FLOOR
Address Line 2:	2929 ARCH STREET
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19104-2891
ATTORNEY DOCKET NUMBER:	102064.000244
NAME OF SUBMITTER:	VALERIE CHICCHI
SIGNATURE:	/Valerie Chicchi/
DATE SIGNED:	03/22/2019
Total Attachments: 4	
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ASSIGNMENT

PARTIES:

- (1) DAVID MALCOLM CROWE of 5 Boulton Road, Reading, RG2 0NH, United Kingdom ("INVENTOR")
- (2) PHARMATERIALS LIMITED of 5 Boulton Road, Reading, RG2 0NH, United Kingdom ("PHARMATERIALS")
- (3) 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 ASSIGNEE is the applicant in respect of the patent applications summarised in the Schedule (the "APPLICATIONS"). The INVENTOR and PHARMATERIALS are together referred to as the "ASSIGNORS".
- B. The INVENTOR is one of the inventors in respect of inventions the subject of the APPLICATIONS (the "INVENTIONS"). The INVENTOR at all mentioned times was an employee of PHARMATERIALS.
- C. The INVENTOR's contribution to the INVENTIONS was made in circumstances such that PHARMATERIALS became legally and beneficially entitled to all the INVENTOR's rights in the INVENTIONS (including the APPLICATIONS, the right to file the APPLICATIONS in the ASSIGNEE's name and all other intellectual property rights).
- D. By virtue of the Research Proposal of 28th January 2015 between PHARMATERIALS and the ASSIGNEE, the ASSIGNEE became beneficially entitled to all of PHARMATERIALS' rights in the INVENTIONS (including the APPLICATIONS, the right to file the APPLICATIONS in the ASSIGNEE's name and all other intellectual property rights).
- E. The parties have agreed to execute this Assignment for the purpose of assigning to the ASSIGNEE all the ASSIGNORS' rights in the INVENTIONS (including the APPLICATIONS, the right to file the APPLICATIONS in the ASSIGNEE's name and all other related intellectual property rights).

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:

I. Assignment

The INVENTOR hereby confirms his assignment and hereby assigns with full title guarantee to PHARMATERIALS absolutely and free from all liens charges licences and encumbrances and PHARMATERIALS hereby confirms its acceptance of and hereby accepts all the INVENTOR's property right title and interest anywhere in the world in and to the INVENTIONS including without limitation:

- (a) the APPLICATIONS and all patent applications and patents deriving or claiming priority from any thereof or otherwise relating to the INVENTIONS 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 right to file the APPLICATION in the ASSIGNEE's name;
- (c) the benefit of all priority rights;
- (d) the right to seek and obtain registrations in other countries;
- (e) 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 INVENTIONS;
- (f) 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. Assignment

PHARMATERIALS 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 PHARMATERIALS' property right title and interest anywhere in the world in and to the INVENTIONS including without limitation:

- (a) the APPLICATIONS and all patent applications and patents deriving or claiming priority from any thereof or otherwise relating to the INVENTIONS 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 right to file the APPLICATION in the ASSIGNEE's name;
- (c) the benefit of all priority rights;
- (d) the right to seek and obtain registrations in other countries;
- (e) 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 INVENTIONS;
- (f) 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.

3. Covenants

The ASSIGNORS covenant with the ASSIGNEE as follows:

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

4. Further Assurance

4.1 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 APPLICATIONS 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 APPLICATIONS and any patents or patent applications and other intellectual property rights relating to the INVENTIONS;
- (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 INVENTIONS or any of the PATENT RIGHTS.

4.2 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 4.1.

5. 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.

6. Law

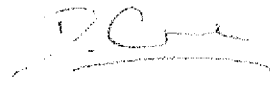
This Assignment shall be governed by and construed and take effect in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE

APPLICATION NUMBER	FILING DATE	REFERENCES
GB1609603.4	1 June 2016	P068428GB
GB1609607.5	1 June 2016	P068429GB
GB1609519.2	31 May 2016	P068430GB
US 62/344,059	1 June 2016	P068429US
US 62/343,537	31 May 2016	P068430US
US 62/344,133	1 June 2016	P068428US


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 DAVID MALCOLM CROWE:

Signature: 

Date: 14 NOV 16


In the presence of:

Witness Signature: 

Witness Name and Address: SHARON HOGARTH - PHARMATERIALS LTD, 5 BOULTON RD,
READING RG2 0NH

Witness Occupation: PA TO VP, OPERATIONS/MANAGER OF HR & BUSINESS SUPPORT

EXECUTED AND DELIVERED AS A DEED by PHARMATERIALS LIMITED:

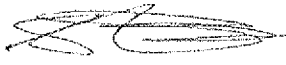
Signature: 

Name: CHRIS TOPHER (AND REC.)

Title: Director

Date: 14 NOV 16

In the presence of:

Witness Signature: 

Witness Name and Address: SHARON HOGARTH - PHARMATERIALS LTD, 5 BOULTON ROAD,
READING RG2 0NH

Witness Occupation: PA TO VP, OPERATIONS/MANAGER OF HR & BUSINESS SUPPORT

EXECUTED AND DELIVERED AS A DEED by KALVISTA PHARMACEUTICALS LIMITED:

Signature: *T. Andrew Crockett*
Name: T. ANDREW CROCKETT

Title: Director

Date: 1 DECEMBER 2016

In the presence of:

Witness Signature: *[Signature]*

Witness Name and Address: MICHAEL D. DOE
11 FORSTLAKE AVE
WINDWOOD, HANTS RG24 1QU
RESEARCH SCIENTIST