

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ASTRAZENECA	05/21/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MICROMASS UK LIMITED
<b>Street Address:</b>	STAMFORD AVENUE
<b>Internal Address:</b>	ALTRINCHAM ROAD
<b>City:</b>	WILMSLOW, CHESHIRE
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	SK9 4AX
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16518028
<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>Email:</b>	JUDITH.SOULE@WBD-US.COM
<b>Correspondent Name:</b>	WOMBLE BOND DICKINSON (US) LLP
<b>Address Line 1:</b>	470 ATLANTIC AVENUE
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<b>ATTORNEY DOCKET NUMBER:</b>	M-1810-US03CON
<b>NAME OF SUBMITTER:</b>	HEATH T. MISLEY
<b>SIGNATURE:</b>	/Heath T. Misley/
<b>DATE SIGNED:</b>	02/19/2020
<b>Total Attachments: 5</b>	
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## PATENT LICENSE AND ASSIGNMENT AGREEMENT

THIS PATENT LICENSE AND ASSIGNMENT AGREEMENT ("**Agreement**") is made effective as of the 21 day of May, 2014 (the "**Effective Date**"), by and between **Micromass UK Limited**, a United Kingdom Private Limited Company having offices at Stamford Avenue, Altrincham Road, Wilmslow SK9 4AX (GB) ("**Micromass**") and AstraZeneca UK Limited, a United Kingdom Public Limited Company with offices at 2 Kingdom Street, Paddington, London W2 6BD (GB) ("**AstraZeneca**"). Micromass and AstraZeneca may, from time-to-time, be individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

WHEREAS, AstraZeneca has certain rights in the Patent Rights (hereinafter defined), which it developed jointly with Micromass;

WHEREAS, AstraZeneca now wishes to assign its rights in the Patent Rights to Micromass to permit Micromass to further develop the Patent Rights and related technologies; and

WHEREAS, Micromass wishes to grant to AstraZeneca, and AstraZeneca wishes to retain, limited rights under the Patent Rights on the terms and conditions set forth herein.

NOW, THEREFORE, for One Euro (€1) and in consideration of the mutual agreements and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties, intending to be legally bound, hereby agree to the foregoing and as follows:

### **1. DEFINITIONS**

a. "**Affiliate**" means, with respect to a Party, any Person that controls, is controlled by, or is under common control with that Party. For the purpose of this definition, "**control**" shall refer to: (a) the possession, directly or indirectly, of the power to direct the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise, or (b) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting securities of such entity.

b. "**Patent Rights**" means any and all patents and patent applications listed on Schedule A, and (i) all divisionals, continuations, and continuations-in-part that claim priority to the patents or patent applications listed on Schedule A, (ii) all patents that have issued or in the future issue from any of the foregoing patent applications in Schedule A and subsection (i) above, including utility, model and design patents and certificates of invention, (iii) any reissues, renewals, extensions or additions of any of the foregoing, (iv) any foreign equivalents of any of the foregoing, and (v) all causes of action, claims, demands, monetary damages and other rights in respect of infringement of any of the foregoing patent rights, whether prior or subsequent to the Effective Date of this Agreement.

### **2. ASSIGNMENT OF PATENT RIGHTS**

In exchange for the consideration set forth herein and the license set forth in Section 3 of this Agreement, AstraZeneca does hereby convey, sell, assign and transfer to Micromass all of AstraZeneca's right, title and interest in and to the Patent Rights. At Micromass' reasonable request and expense, AstraZeneca shall execute or cause to be executed such documents as may be necessary or appropriate to carry out the foregoing assignment and enable Micromass' or its nominee to enjoy the full benefit of the Patent Rights now assigned to it.

### **3. GRANT-BACK LICENSE**

a. **License Grant** Micromass grants to AstraZeneca and its Affiliates a non-exclusive, non-transferable fully-paid, perpetual and irrevocable worldwide limited license to use the Patent Rights for AstraZeneca's internal research purposes only. Neither AstraZeneca nor its Affiliates may grant any sublicense under the Patent Rights without the prior written consent of Micromass, and any purported sublicense granted without such consent shall be null and void.

b. **No Implied License** Except as expressly provided in this Agreement, Micromass shall retain all right, title and interest in the Patent Rights. Nothing in this Agreement shall be construed to confer any rights to AstraZeneca or its Affiliates by implication, estoppel or otherwise.

### **4. PATENT PROSECUTION AND ENFORCEMENT**

Micromass shall have the sole right, at its sole option, to file, prosecute, maintain and enforce the Patent Rights. Nothing in this Agreement shall be deemed or construed to require Micromass to file, prosecute, maintain or enforce any of the Patent Rights. Micromass will bear all costs of filing, prosecuting, maintaining and enforcing the Patent Rights.

### **5. PUBLICATIONS**

Nothing in this Agreement shall prevent either Party or their Affiliates from publishing any information relating to the Patent Rights, provided that neither Party nor their Affiliates shall publish any information that has an adverse effect upon the Patent Rights or the other Party's rights therein.

### **6. WARRANTIES; LIMITATION OF LIABILITY**

a. **Authorization** Each Party represents and warrants to the other that it has the full right, power and authority to enter into this Agreement. Each individual executing this Agreement on behalf of a corporation or other legal entity represents that he or she is duly authorized to execute this Agreement on behalf of such entity and that this Agreement is binding upon such entity.

b. **Exclusion of Warranties** Neither Party makes any warranty or representation as to (i) the validity or patentability of the Patent Rights; (ii) the accuracy of the patents or patent applications comprising the Patent Rights; or (iii) the merchantability or suitability of the Patent Rights for any purpose whatsoever. THE PATENT RIGHTS ARE PROVIDED "AS IS" AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSES, AND ANY OTHER IMPLIED WARRANTIES WITH RESEPECT TO THE CAPABILITIES, UTILITY, OR COMMERCIAL APPLICATION OF THE PATENT RIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

### **7. GENERAL**

a. **Governing Law** This Assignment is governed by, and is to be construed in accordance with, English law.

b. **Assignment** This Agreement may not be assigned by either Party, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other Party, and any purported assignment made without such consent shall be null and void. Notwithstanding the foregoing, a Party may assign this Agreement to an Affiliate, or in connection with any merger, acquisition or other corporate reorganization of that Party, upon written notice to the other Party. The terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and

their permitted successors and assigns.

**c. Integration and Severability** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior understandings and agreements, whether written or oral, as to such subject matter. This Agreement may only be amended or modified by a writing executed by both Parties.

**d. Headings** The section headings are for convenience only, and shall not in any way affect the meaning or interpretation of this Agreement.

**e. Execution; Delivery by Facsimile or PDF** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. This Agreement and any contract entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format ("**pdf**"), shall be treated in all manner and respects as an original Agreement or contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any Party hereto or to any such contract, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No Party hereto or to any such contract shall raise the use of a facsimile machine or electronic transmission in pdf to deliver a signature or the fact that any signature or this Agreement or any contract entered into in connection herewith was transmitted or communicated through the use of facsimile machine or electronic transmission in pdf, as a defense to the formation of an agreement or contract and each such party hereby forever waives any such defense.

*(Signatures on following page)*

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above

ASTRAZENECA UK LIMITED

BY: [Signature]

NAME: SHIRLEY CURRAN

TITLE: SENIOR PATENT DIRECTOR

MICROMASS UK LIMITED

BY: [Signature]

NAME: Brian Smith

TITLE: V.P. MS BUSINESS OPERATIONS

**SCHEDULE A**

UK Patent Application No.: GB 1120241.5, filed 22 November 2011

UK Patent Application No.: GB 1221048.0, filed 22 November 2012

International Patent Application No.: PCT/GB2012/052899, filed 22 November 2012

***EXHIBIT A TO THE PATENT ASSIGNMENT AND LICENSE AGREEMENT***