

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6219375

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INVUA MEDTECH LTD	06/29/2020
EYEMAX MONO LTD	06/29/2020
MATTHEW RICHARDS	06/29/2020
RECEIVING PARTY DATA	
Name:	SYNEOS HEALTH INTERNATIONAL LIMITED
Street Address:	FARNBOROUGH BUSINESS PARK
Internal Address:	1 PINEHURST ROAD
City:	FARNBOROUGH, HAMPSHIRE
State/Country:	ENGLAND
Postal Code:	GU14 7BF
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16691590
CORRESPONDENCE DATA	
Fax Number:	
<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:	BostonIPDocketing@dlapiper.com
Correspondent Name:	DLA PIPER LLP US ATTN: BOSTON PATENT GROUP
Address Line 1:	11911 FREEDOM DRIVE
Address Line 2:	SUITE 300
Address Line 4:	RESTON, VIRGINIA 20910
ATTORNEY DOCKET NUMBER:	425752-000098
NAME OF SUBMITTER:	LISA M.W. HILLMAN
SIGNATURE:	/Lisa M.W. Hillman/
DATE SIGNED:	07/27/2020
Total Attachments: 19	
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ASSIGNMENT OF INTELLECTUAL PROPERTY

Between

1) Invua Medtech Ltd – in administration

and

(2) Eyemax Mono Ltd – in administration

and

(2) The Administrators

and

(3) Syneos Health International Limited

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THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is made on 29 JUNE 2020

Between:

- 1) **INVUA MEDTECH LTD (in administration)** company incorporated in England (registered no. **07601019**), whose registered office is at Park House, 116 Park Street, London, England, W1K 6SS, acting by the Administrators as agents and without personal liability (**Invua**);
- 2) **EYEMAX MONO LTD (in administration)** company incorporated in England (registered no. **10248150**), whose registered office is at Park House, 116 Park Street, London, England, W1K 6SS, acting by the Administrators as agents and without personal liability (**Eyemax**),

(Invua and Eyemax together the **Assignors**);
- 3) **MATTHEW RICHARDS** and **PHILIP STEPHENSON** of Grant Thornton UK LLP, 30 Finsbury Square, London EC2A 1AG (the **Administrators**);
- 4) **SYNEOS HEALTH INTERNATIONAL LIMITED** company incorporated in England (registered no. **09905584**), whose registered office is at Farnborough Business Park, 1 Pinehurst Road, Farnborough, Hampshire, England, GU14 7BF (the **Assignee**).

BACKGROUND

- (A) The Administrators were appointed as Joint Administrators of Invua on 15 April 2020 by a qualified floating charge holder, in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986 (law of England and Wales) (the **Act**).
- (B) The Administrators were appointed as Joint Administrators of Eyemax on 18 June 2020 by the directors of Eyemax, in accordance with paragraph 22 of Schedule B1 to the Act.
- (C) The Assignors are the applicants for the Intellectual Property set out and detailed in the attached Schedule 1.
- (D) The Assignors have each changed their names by resolutions recorded at Companies House, England from those set out in the attached Schedule 2.
- (E) The Assignors have agreed by an agreement of even date (**Sale Agreement**) to assign the Intellectual Property to the Assignee.
- (F) The Assignors are willing to assign the Intellectual Property to the Assignee such that the Assignee should be substituted as applicant in place of the Assignor.

1. DEFINITIONS

Administrators' Solicitors: Reynolds Porter Chamberlain LLP, Tower Bridge House, St Katharine's Way, London E1W 1AA (FF03/DB10/GRA39-151);

Business: means the Assignors' business as designers and distributors of basic pharmaceutical products as carried on from the Premises (as defined in the Sale Agreement) and via their online presence immediately prior to Completion;

Content: any and all text, communications, written messages, information, data, software, executable code, graphics, images, audio or video material in whatever medium or form.

Completion: has the meaning set out in the Sale Agreement.

Excluded Assets: has the meaning set out in the Sale Agreement.

Intellectual Property: has the meaning set out in the Sale Agreement, including those rights set out in Schedule 2 to the Sale Agreement, and repeated in Schedule 1 hereto.

Transfer Formalities: the change of registrant name, change of administrative contact and, where required by the Assignee, change of registrar.

2. **ASSIGNMENT**

2.1 In consideration of the sums set out in the Sale Agreement the Assignors assign and transfer to the Assignee absolutely all such right, title, interest and benefit as they may have in and to the Intellectual Property (whether such rights, title, interest and benefit are owned individually or jointly), including:

- (a) all statutory and common law rights attaching thereto;
- (b) the right to file and prosecute patent applications, including corresponding continuations, divisionals, continuations-in-part, and patents issuing therefrom, including reissues, re-examinations, extensions (such as supplementary protection certificates and patent term extensions), certificates of invention, and the like based on any of the Intellectual Property;
- (c) the right to claim priority from any of the Intellectual Property pursuant to the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, The Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks and all other treaties or legislation of like purposes;
- (d) the absolute entitlement to any registrations granted pursuant to any of the applications which form part of the Intellectual Property; and
- (e) the right to bring, make, oppose, defend and appeal any proceedings, claims, actions or demands of any nature, whether known or unknown, suspected or unsuspected, including choses in action, and to obtain profits, costs (including attorneys' fees), monetary awards, restitution, relief (and to retain any damages or account of profits recovered, including any statutory, enhanced or punitive damages) in respect of any misuse or infringement of any of the Intellectual Property, including past infringements, or any other cause of action arising from ownership of or relating to any the Intellectual Property, whether occurring before, on, or after the date of this deed.

3. **FURTHER ASSISTANCE**

- 3.1 The Assignors and the Administrators (whilst they remain in office) undertake at the request and expense of the Assignee to do all acts and execute all documents necessary to perfect the title of the Assignee to the Intellectual Property and related rights assigned in clause 2 above whether in connection with any registration of such title or to protect the Assignee's rights in the assigned Intellectual Property and related rights or otherwise, so far as they are able, within 5 Business Days of being provided with the requisite draft documents by the Assignee.
- 3.2 The terms of all such documents shall be subject to the prior approval of the Administrators' Solicitors such approval not to be unreasonably withheld or delayed.

4. **EXCLUSION OF COVENANTS**

- 4.1 No covenant for title or title guarantee of any sort shall be implied into this deed and the exclusions and limitations set out in the Sale Agreement shall apply to this deed as if set out in full in this deed.

5. **EXCLUSION OF ADMINISTRATORS' PERSONAL LIABILITY**

- 5.1 The Administrators have executed this deed as agents for the Assignees and neither they nor their firm, employees or representative shall incur any personal liability in respect of it or any document made to implement its terms or any collateral agreement which may exist or be implied in any way in respect of the assigned assets or rights. The Administrators are party to this deed in their personal capacities only for the purpose of receiving the benefit of any exclusions, limitations, undertakings, covenants and indemnities in their favour contained in this deed.
- 5.2 The Assignor shall indemnify the Administrators on demand against all actions, demands, claims, liabilities or expenses incurred as a result of the Assignor's failure to comply with the terms of the Deed of Assignment.

6. **THIRD PARTIES**

- 6.1 A person who is not party to this deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This clause does not affect any rights or remedy of any person which exists or is available otherwise than pursuant to that Act.

7. **COUNTERPARTS**

- 7.1 This assignment may be executed in any number of counterparts, each of which should be considered as an original, with the same effect as if the parties or their representatives signed the same instrument.

8. **GENERAL**

- 8.1 Any notice or written communication given under or in relation to this Deed shall be given in writing and shall be delivered by hand or sent by special delivery post to the other party at its address set out above or to such other address as it has previously notified to the sending

party in writing. Any such notice or written communication shall be deemed to have been served:

8.1.1 if delivered by hand, at the time of delivery; and

8.1.2 if sent by special delivery post, on the second day after posting.

8.2 The failure or delay of either party to enforce or to exercise, at any time or for any period of time, any terms of or any right, power or privilege arising pursuant to this Deed does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect either party's right later to enforce or exercise it, nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

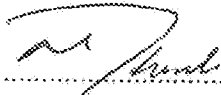
8.3 The invalidity or unenforceability of any provision of or any part of a provision of or any right arising pursuant to this Deed shall not affect in any way the remaining provisions or rights, which shall be construed as if such invalid or unenforceable part did not exist.

8.4 This Deed is governed by English law and the parties hereby accept the exclusive jurisdiction of the English courts.

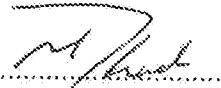
8.5 This document shall take effect as a deed notwithstanding that it has been signed by the Administrators under hand only.

IN WITNESS of which this deed has been executed as follows

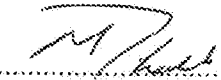
SIGNED on behalf of Invua Medtech Ltd – in)
administration by:)
MATTHEW RICHARDS)
one of the Administrators as its agent without)
personal liability)


.....

SIGNED on behalf of Eyemax Mono Ltd – in)
administration by:)
MATTHEW RICHARDS)
one of the Administrators as its agent without)
personal liability)


.....

SIGNED as a Deed (but not delivered until the)
date hereof) by:)
MATTHEW RICHARDS)
one of the Administrators on behalf of both of)
them in the presence of:)


.....


.....
Witness Signature

Steven Creighton
Witness Name

36 Albany Court, Springfield, MA 01105
Witness Address

Driver
Witness Occupation

EXECUTED and delivered as a Deed by)
SYNEOS HEALTH INTERNATIONAL)
LIMITED)

acting by a director in the presence of:

Director

Witness Signature

Witness Name

Witness Address

Witness Occupation

.....
Witness Name

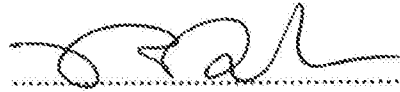
.....
Witness Address

.....
Witness Occupation

EXECUTED and delivered as a Deed by
SYNEOS HEALTH INTERNATIONAL
LIMITED

acting by a director in the presence of:

)
)
)
)



Director



.....
Witness Signature

M. MOHAMMAD ALL.....
Witness Name

Witness Name

11218 EMPIRE LAKES, RALEIGH, NC 27617
Witness Address

Witness Address

FINANCE.....
Witness Occupation

Witness Occupation

SCHEDULE 1 INTELLECTUAL PROPERTY
Patents

Country	Patent or Application No.	Filing Date	Earliest Foreign Publication No. and Filing Date Thereof	Publication No.	Title	Inventors	Status	OWNER NAME
United States of America	16/057,210	2018-08-07	GB1314428.2 2013-08-12 GB1405005.8 2014-03-20 GB1413158.5 2014-07-24	US2018-0360596	Intraocular lens system	M. Qureshi, Artal, Pablo Scott, Robbie Tabernero, Juan	Pending; Final rejection mailed 2019-11-01 RCE filed 31 March 2020	LONDON EYE HOSPITAL PHARMA [GB]; & IOLAMD Ltd; Recorded Security interest in the name of: SYNEOS Health UK Ltd, Recorded 23 July 2019
United States of America	62/770,999	2018-11-23	N/A	N/A	Initial clinical results with a novel monofocal-type intraocular lens for extended macular vision in patients with macular degeneration	M. Qureshi, Artal, Pablo Scott, Robbie	Expired	PROVISIONAL APPLICATION, NEVER PUBLISHED SUBJECT TO SAME SECURITY PLEDGE AS APPLN NO 16/057210
United States of America	16/691,590	2019-11-21	Not Yet Published Claims priority to 62/770,999		Novel intraocular lens for extended macular vision in patients with macular degeneration	M. Qureshi, Artal, Pablo Scott, Robbie	Pending	NOT YET PUBLISHED – NO INFORMATION AVAILABLE PRESUMABLY SUBJECT TO SAME SECURITY PLEDGE AS APPLN NO 16/057210
PCT	PCT/US2019/62705	2019-11-21	Not Yet Published Claims priority to 62/770,999		Novel intraocular lens for extended macular vision in patients with macular degeneration	M. Qureshi, Artal, Pablo Scott, Robbie	Pending	NOT YET PUBLISHED – NO INFORMATION AVAILABLE

Country	Patent or Application No.	Filing Date	Earliest Foreign Publication No. and Filing Date Thereof	Publication No.	Title	Inventors	Status	OWNER NAME
Canada	2921118	2014-08-12	GB1314428.2 2013-08-12 GB1405005.8 2014-03-20	CA2921118 (A1)	Intraocular lens system	Qureshi, M Artal, Pablo Scott, Robbie Tabernero, Juan	Pending; request for examination made on 2019-7-29	LEH PHARMA LTD (United Kingdom) No information recorded re: Security interest
Canada	2921120	2014-08-12	GB1314428.2 2013-08-12 GB1405005.8 2014-03-20 GB1413158.5 2014-07-24	CA2921120 (A1)	Intraocular lens system	Qureshi, M Artal, Pablo Scott, Robbie Tabernero, Juan	Pending; request for examination made on 2019-7-29	LEH PHARMA LTD (United Kingdom) No information recorded re: Security interest
China	201480053786.1	2014-08-12	PCT/GB2014/0524 59 GB1314428.2 2013-08-12 GB1405005.8 2014-03-20 GB1413158.5 2014-07-24	CN105592821 (A)	Intraocular lens system	Qureshi, M Artal, Pablo Scott, Robbie Tabernero, Juan	Pending; office action issued on 2019-12-24	LONDON EYE HOSPITAL PHARMA; QURESHI M.
China	201480054242.7	2014-08-12	PCT/GB2014/0524 58 GB1314428.2 2013-08-12 GB1405005.8 2014-03-20	CN105592822 (A)	Intraocular lens system	Qureshi, M Artal, Pablo Scott, Robbie Tabernero, Juan	Appears to be abandoned; last office action was issued 2018-01-31; appears no response filed.	LONDON EYE HOSPITAL PHARMA; QURESHI M.
European Patent Office	14753118.0	2014-08-12	GB1314428.2 2013-08-12 GB1405005.8 2014-03-20	EP3033043 (A1)	Intraocular lens system	Qureshi, M Artal, Pablo Scott, Robbie Tabernero, Juan	Re-establishment of rights allowed 25 March 2020	LEH Pharma Ltd Recorded Security interest in the name of: SYNEOS Health UK Ltd,

Country	Patent or Application No.	Filing Date	Earliest Foreign Publication No. and Filing Date Thereof	Publication No.	Title	Inventors	Status	OWNER NAME
European Patent Office	14753119.8	2014-08-12	GB1314428.2 2013-08-12 GB1405005.8 2014-03-20 GB1413158.5 2014-07-24	EP3033044 (A1)	Intraocular lens system	Qureshi, M Artal, Pablo Scott, Robbie Tabernero, Juan	Pending	LEH Pharma Ltd Recorded Security interest in the name of: SYNEOS Health UK Ltd,
United Kingdom	GB1405005.8	2014-03-20	GB1314428.2 2013-08-12	GB2517531 (A)	Intraocular lens system	Qureshi, M Artal, Pablo Scott, Robbie Tabernero, Juan	Abandoned 2018-2-12 Cannot now be reinstated	
United Kingdom	GB1413158.5	2014-07-24	GB1314428.2 2013-08-12 GB1405005.8 2014-03-20	GB2519833 (A)	Intraocular lens system	Qureshi, M Artal, Pablo Scott, Robbie Tabernero, Juan	Abandoned 2015-11-06 Cannot now be reinstated	-
Japan	20160533953	2014-08-12	GB1314428.2 2013-08-12 GB1405005.8 2014-03-20 GB1413158.5 2014-07-24 PCT/GB2014/5245 9 2014-08-12	JP2016527067(A)	Intraocular lens system	Qureshi, M Artal, Pablo Scott, Robbie Tabernero, Juan	Pending	London Eye Pharma Hospital
Japan	20160533952	2014-08-12	GB1314428.2 2013-08-12 GB1405005.8 2014-03-20 PCT/GB2014/5245 8 2014-08-12	JP2016530933(A)	Intraocular lens system	Qureshi, M Artal, Pablo Scott, Robbie Tabernero, Juan	Abandoned 2019-03-05	-

Country	Patent or Application No.	Filing Date	Earliest Foreign Publication No. and Filing Date Thereof	Publication No.	Title	Inventors	Status	OWNER NAME
Hong Kong	16114525.7	2016-12-21	GB1314428.2 2013-08-12 GB1405005.8 2014-03-20 PCT/GB2014/5245 8 2014-08-12	1225950	Intraocular lens system	Qureshi, M Artal, Pablo Scott, Robbie Tabernero, Juan	Pending	London Eye Hospital Pharma Qureshi, M
Hong Kong	16114444.5	2016-12-21	GB1314428.2 2013-08-12 GB1405005.8 2014-03-20 GB1413158.5 2014-07-24 PCT/2014GB/5245 9 2014-08-12	1225951	Intraocular lens system	Qureshi, M Artal, Pablo Scott, Robbie Tabernero, Juan	Pending	London Eye Hospital Pharma Qureshi, M

**SCHEDULE 2 TO INTELLECTUAL PROPERTY ASSIGNMENT DATED [29] JUNE 2020
CHANGE OF NAME RESOLUTIONS/ CERTIFICATES**

- 5 -

RPC



FILE COPY

**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company Number 10248150

The Registrar of Companies for England and Wales hereby certifies that under the Companies Act 2006:

IOLAMD LTD

a company incorporated as private limited by shares, having its registered office situated in England and Wales, has changed its name to:

EYEMAX MONO LTD

Given at Companies House on **4th December 2019**



* N102481508 *

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

**PATENT
REEL: 053316 FRAME: 0824**



Notice of Change of Name by Resolution

Company Number: **10248150**

Company Name: **IOLAMD LTD**

Received for filing in Electronic Format on the: **03/12/2019**

Notice is hereby given that the company has changed its name as set out in the attached resolution

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager

COMPANIES ACT 2006
SPECIAL RESOLUTION ON CHANGE OF NAME

Company number: 10248150

Existing company name:
IOLAMD LTD

The following special resolution to change the name of the company was agreed and passed by the members.

On the 3rd December 2019

That the name of the company be changed to:
EYEMAX MONO LTD

**COMPANIES ACT 2006
WRITTEN SPECIAL RESOLUTION ON CHANGE OF NAME**

Company number: 07601019

Existing company name: LONDON EYE HOSPITAL PHARMA LTD

The following special written resolution to change the name of the company was agreed and passed by the members.

On the 28 day of MARCH 2018

That the name of the company be changed to:

New name: LEH PHARMA LTD

Signed: _____



*Director / secretary / CIC Manager (if appropriate) / administrator / administrative receiver / receiver manager / receiver, on behalf of the company.
(*delete as appropriate)

Notes:

- Only a private company can pass a written resolution.
- A copy of the resolution must be delivered to Companies House within 15 days of it being passed.
- A fee of £10 is required to change the name (cheques made payable to "Companies House").
- Have you checked whether the name is available at www.companieshouse.gov.uk ?
- Please provide the name and address to which the certificate is to be sent.

FRIDAY



A08 13/04/2018 #46
COMPANIES HOUSE

**PATENT
REEL: 053316 FRAME: 0827**



FILE COPY

**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company Number 7601019

The Registrar of Companies for England and Wales hereby certifies that under the Companies Act 2006:

LEH PHARMA LTD

a company incorporated as private limited by shares, having its registered office situated in England and Wales, has changed its name to:

INVUA MEDTECH LTD

Given at Companies House on **11th October 2019**



* N07601019B *

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

**PATENT
REEL: 053316 FRAME: 0828**



**Notice of Change of Name by
Means Provided for in the Articles**

Company Number: **07601019**

Company Name: **LEH PHARMA LTD**

Received for filing in Electronic Format on the: **11/10/2019**

Notice is hereby given that the company has resolved to change its name as set out by means provided for by the company's articles

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager