

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6260175

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SUMMIT THERAPEUTICS PLC	02/23/2017
RECEIVING PARTY DATA		
Name:	VIDA PHARMA LIMITED	
Street Address:	MANOR FARM, MAIN STREET, HOTHAM	
City:	YORK	
State/Country:	GREAT BRITAIN	
Postal Code:	Y043 4UD	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14974536
CORRESPONDENCE DATA		
Fax Number:	(518)452-5579	
<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:	5184525600	
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Correspondent Name:	HESLIN ROTHENBERG FARLEY & MESITI P.C.	
Address Line 1:	5 COLUMBIA CIRCLE	
Address Line 4:	ALBANY, NEW YORK 12203	
ATTORNEY DOCKET NUMBER:	2245.125B	
NAME OF SUBMITTER:	KELLIE S. FREDERICKS	
SIGNATURE:	/Kellie S. Fredericks/	
DATE SIGNED:	08/20/2020	
Total Attachments: 12		
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DATED 23 February 2017

(1) SUMMIT THERAPEUTICS PLC

and

(2) VIDA PHARMA LIMITED

DEED OF ASSIGNMENT


Pinsent Masons

THIS DEED OF ASSIGNMENT (this "Deed") is made on

23 February

2017

BETWEEN:-

- (1) **SUMMIT THERAPEUTICS PLC** a company incorporated in England with company number 05197494 and having its registered office at 85B Park Drive, Milton Park, Abingdon, Oxfordshire OX14 4RY (the "**Assignor**"); and
 - (2) **VIDA PHARMA LIMITED**, a company incorporated in England with company number 10615327 and having its registered office at Manor Farm, Main Street, Hotham, York, YO43 4UD (the "**Assignee**"),
- each a "**Party**" and together referred to as the "**Parties**".

WHEREAS:-

- (A) The Assignor is the owner of the Patents and the Iminosugar Compounds (as defined below), having acquired, inter alia, the rights to the Patents pursuant to an Agreement for the Sale of Assets entered into on 13 December 2006 between (1) MNL Pharma Limited, (2) Stephen Andrew Ellis and David John Blenkarn, each of PricewaterhouseCoopers LLP (acting as Administrators) and (3) the Assignor (the "**Asset Transfer Agreement**").
- (B) The Assignor's obligations in Clause 8 of the Asset Transfer Agreement with regard to the payment of any Additional Consideration (as defined therein) were secured by way of first fixed charge over the Patents entered into on 13 December 2006 between (1) the Assignor and (2) MNL Pharma Limited (the "**Charge**").
- (C) MNL Pharma Limited was dissolved on 1 December 2010 and the Asset Transfer Agreement was assigned by MNL Pharma Limited to Vida Capital Limited.
- (D) The Assignor and Assignee hereby wish to assign the Patents and the Iminosugar Compounds to the Assignee, terminate the Asset Transfer Agreement and to have the Charge removed from the Assignor's charge register at Companies House on the terms set out in this Deed.

IT IS AGREED as follows:

1. DEFINITIONS

- 1.1 In this Deed the following words and phrases shall where so capitalised (and whether used in the singular or plural) have the respective adjacent meanings except where the context clearly requires otherwise:

"Affiliate" means a person or entity that directly or indirectly controls, is controlled by or is under common control with, a Party to this Deed. For the purpose of this definition, "control" shall mean with respect to an entity, the direct or indirect ownership of (a) more than fifty per cent (50%) of the capital stock or share capital entitled to vote for the election of directors of the entity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) or (b) more than fifty per cent (50%) of equity or voting interest of the entity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction). An entity will be an Affiliate for purposes of this Deed only so long as it satisfies the definition set forth herein;

"Applicable Law" means, with respect to a Party, any domestic or foreign statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any Governmental Authority applicable to such Party or its properties, business, assets or the activities contemplated hereunder and for the sake of clarity shall include Good Clinical Practice, Good Laboratory

	Practice and Good Manufacturing Practice;
"Business Days"	means a day on which registered banks are open for business in the UK excluding Saturdays, Sundays and English public holidays;
"Charge"	shall have the meaning set out in Recital (B);
"Confidential Information"	means any information: <ul style="list-style-type: none"> (a) relating to the Patents or the terms or existence of this Deed; or (b) relating directly or indirectly to research or development by, accounting for or the marketing or the business of either Party or its suppliers or customers; or (c) disclosed by either Party to the other on the express basis that such information is confidential; or (d) which might reasonably be expected by either Party to be confidential in nature;
"Disclosing Party"	shall have the meaning set out in Clause 5.1;
"Effective Date"	means the date of this Deed;
"Governmental Authority"	means any domestic or foreign governmental authority, court, government or self-regulatory organisation, commission, tribunal or organisation, any regulatory, administrative or other agency, or any subdivision, department or branch of any of the foregoing;
"Iminosugar Compounds"	means, to the extent owned by the Assignor, any compound, library collection or physical sample which falls within a valid claim of any of the Patents;
"Intellectual Property Rights"	means any and all industrial and intellectual property of any kind granted or recognised under the laws of any country including but not limited to: <ul style="list-style-type: none"> (a) any copyright, trademarks, registered designs and patents and includes any right to apply for registration of any such intellectual property rights anywhere in the world, to claim priority under international convention for any such applications and all rights conferred by such industrial or intellectual property when registered or granted; and (b) any and all rights relating to Confidential Information and trade secrets, processes, concepts, formulae, designs, reports, drawings, specifications, formulations, software, blueprints, Know-how (as defined herein), methods, ideas, inventions, discoveries, research results and clinical data;
"Know-how"	means any knowledge, proprietary information or data which is not generally publicly known, including, without limitation, technical and other information including ideas, concepts, inventions, discoveries, data, formulae, specifications, compounds, drawings, manuals, procedures for experiments and tests and results of experimentation and testing, results of research and development including laboratory records and data analysis, whether or not capable of precise separate

description, and all Intellectual Property Rights therein;

"Patents" means all patent applications and patent families the particulars of which are set out in Schedule 1 together with all provisional applications, substitutions, continuations, continuations-in-part, divisionals and renewals based thereon, all letters patent granted thereon, if any, and all reissues, re-examinations, re-registrations and extensions thereof; ;

"Receiving Party" shall have the meaning set out in Clause 5.1; and

"Third Party" means any person or entity other than the Assignor or Assignee or any of their respective Affiliates.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.
- 1.4 References to Clauses and the Schedule are to the clauses and Schedule of this Agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 Writing or written includes faxes but not e-mail.
- 1.8 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. ASSIGNMENT

- 2.1 In consideration of the obligations set forth herein, the Assignor hereby assigns to the Assignee absolutely and with full title guarantee, all its right, title and interest in the Patents and the Iminosugar Compounds, and in and to all and any inventions disclosed in the Patents, including:
 - 2.1.1 in respect of any and each application in the Patents;
 - 2.1.2 the right to claim priority from and to prosecute and obtain grant of patent;
 - 2.1.3 the right to file continuation, CIP, divisional and related applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
 - 2.1.4 in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
 - 2.1.5 the right to extend to or register in, or in respect of, any country or territory in the world each and any of the Patents, and each and any of the applications filed as aforesaid, and to extend to or register in or in respect of any country or territory in the world any patent or like protection granted on any of such applications;
 - 2.1.6 the absolute entitlement to any patents granted pursuant to any of the applications filed as aforesaid; and

- 2.1.7 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents or any patents granted on any of the applications filed as aforesaid, whether occurring before, on or after the date of this assignment.
- 2.2 The Assignee shall assume responsibility for all costs application, registration and renewal fees in respect of each of Patents to the extent relating to the period on or after the Effective Date.
- 2.3 The Assignee's ownership of the Patents and Iminosugar Compounds is subject to, inter alia, the consideration obligations set forth herein. The Assignee acknowledges and agrees that it will not deal with the Patents and Iminosugar Compounds in any manner that would circumvent, negate, reduce or hinder any of the obligations of the owner of the Patents and Iminosugar Compounds, including but not limited to the consideration obligations, owed to the Assignor.
3. **TERMINATION OF THE ASSET TRANSFER AGREEMENT AND THE CHARGE**
- 3.1 The Assignor and Assignee hereby agree to release and discharge the other from all obligations under or in connection with the Asset Transfer Agreement (including, for the avoidance of doubt, the Assignor's obligations pursuant to Clause 8 of the Asset Transfer Agreement to exploit the Iminosugar Compounds (as defined therein) and to pay any Additional Consideration (as defined therein)) arising before on or after the Effective Date, in each case whether known or unknown to the Assignor and Assignee.
- 3.2 The Parties hereby agree that no claim made by the Assignee for breach of the Asset Transfer Agreement by the Assignor, or any claim otherwise concerning the Assignor's liability under that agreement, may be initiated any later than twelve (12) months from the Effective Date (the "Relevant Period"). For clarity, the Parties agree that to be initiated any such claim must be the subject of a statement of particulars filed in Court prior to the end of the Relevant Period. Following the expiration of the Relevant Period the Assignee: (a) waives all of its rights under the Asset Transfer Agreement, (b) releases the Assignor from any and all liability under that agreement and (c) agrees not to sue the Assignor and shall not commence litigation or any other judicial or administrative proceedings under the Asset Transfer Agreement in connection with the rights and obligations contained therein.
- 3.3 The Assignee hereby represents and warrants that any and all of the Assignor's obligations under the Charge are fully satisfied and discharged and as such should be removed from the Assignor's charge register at Companies House.
- 3.4 In accordance with the representation and warranty provided by the Assignee pursuant to Clause 3.3, the Assignor will file a MR04 form at Companies House in order to remove the Charge from the Assignor's charge register at Companies House. The Assignee shall use all reasonable endeavours and perform all further acts and things, including executing and delivering such documents required, to assist the Assignor with its obligations under this Clause 3.4.
4. **WARRANTIES**
- 4.1 The Assignor and the Assignee each warrant that they have the authority and all necessary consents to enter into this Deed and perform the obligations set forth herein.
- 4.2 The Assignor warrants to the Assignee that:
- 4.2.1 it is the sole legal and beneficial owner of the Patents and the Iminosugar Compounds;
- 4.2.2 all application, registration and renewal fees in respect of each of the Patents relating to the period prior to the Effective Date have been paid;
- 4.2.3 it has not licensed any of the rights under the Patents;

- 4.2.4 save for the Patents and Iminosugar Compounds transferred hereunder, the Assignor has no interest in, or title to, any Intellectual Property Rights pertaining to the Iminosugar Compounds or which are otherwise derived from or fall within any valid claim of any of the Patents listed in schedule 2 of the Asset Transfer Agreement;
- 4.2.5 (save for the Charge) each Patent is free from any security interest, option, mortgage, charge or lien;
- 4.2.6 save for the Patents and the Iminosugar Compounds, to the Assignor's actual knowledge (not having made any specific enquiries or having conducted any form of freedom to operate or literature analysis) there are no Intellectual Property Rights which are derived from or fall within any valid claim of any of the Patents listed in schedule 2 of the Asset Transfer Agreement; and
- 4.2.7 solely to the extent of the Assignor's actual knowledge (not having made any specific enquiries or having conducted any form of freedom to operate or literature analysis), the Assignor is not aware of any infringement of any of the Patents.
- 4.3 The Assignor must be notified of any and all claims the Assignee may wish to bring in relation to any of the warranties set out in this Clause 4 within three (3) calendar years of the Effective Date (the "Limitation Period"). No warranty claim may be brought after the expiry of the Limitation Period.

5 CONFIDENTIALITY

5.1 Confidential Information

During the term of this Agreement, each Party (the "Receiving Party") may be provided with, have access to, or otherwise learn Confidential Information of the other Party (the "Disclosing Party").

5.2 Confidentiality Obligations

All Confidential Information remains the property of the Disclosing Party. The Receiving Party may disclose the Confidential Information of the Disclosing Party only to its employees and contractors who need to know the Confidential Information for purposes of performing under this Agreement and who are bound by the Receiving Party's standard employee or contractor (as applicable) confidentiality agreements. The Receiving Party will not use the Confidential Information without the Disclosing Party's prior written consent except in performance under this Agreement. The Receiving Party will take measures to maintain the confidentiality of the Confidential Information equivalent to those measures the Receiving Party uses to maintain the confidentiality of its own Confidential Information of like importance but in no event less than reasonable measures. The Receiving Party will give immediate notice to the Disclosing Party of any unauthorised use or disclosure of the Confidential Information that comes to the attention of the Receiving Party's senior management and agrees to assist the Disclosing Party in remedying such unauthorised use or disclosure.

5.3 Exceptions

The confidentiality obligations do not extend to Confidential Information which: (i) becomes part of the public domain without the fault of the Receiving Party; (ii) is rightfully obtained by the Receiving Party from a Third Party with the right to transfer such information without obligation of confidentiality; (iii) is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information, as evidenced by written records; or (iv) (save for any information relating to the Patents) was lawfully in the possession of the Receiving Party at the time of disclosure, without restriction on disclosure, as evidenced by written records. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party as may be required by law, a court order, or a Governmental Authority with jurisdiction, provided that before making such a disclosure the Receiving Party first notifies the Disclosing Party promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

5.4 **Confidentiality of the Agreement**

Neither Party will disclose any terms or conditions of this Agreement to any Third Party, without the prior written consent of the other Party which shall not be unreasonably withheld or delayed, except: (i) to the extent that such disclosure is required by Applicable Law, the rules of any relevant stock exchange, and the Parties acknowledge and agree that the determination that a disclosure is required by Applicable Law the rules of any relevant stock exchange shall be made in the sole, but reasonably exercised, discretion of the Party making such disclosure; (ii) to its legal and other professional advisors under a duty of confidentiality; (iii) to assert or enforce such Party's rights under this Agreement; or (iv) if reasonably required in connection with the conduct of their respective businesses, each Party may disclose the terms of this Agreement to bankers, other business associates and/or potential investors, provided that such persons and/or entities have agreed in writing to keep such information confidential subject to non-disclosure and non-use obligations at least as stringent as those set forth herein, and upon the request of either Party, the other Party shall identify those third parties to whom such disclosure has been made. Any disclosure to any securities body shall, subject to the relevant Party's requirement to comply with its applicable securities law, be mutually agreed.

6. **FURTHER ASSURANCE**

Each Party shall perform all further acts and things and execute and deliver such further documents as may be necessary or as the other Party may reasonably require to, implement, or give effect to this Agreement.

7. **NOTICES**

Any notice given under or in connection with this Agreement shall be in writing and shall be effective if served by sending the same by registered post or recorded delivery or by leaving it at the address specified at the beginning of this Agreement of the Party to be served or at such other substitute address of which the Parties may give notice from time to time in accordance with this Clause as its address for service.

8. **WAIVER**

The failure of any Party to insist on the performance of any obligation hereunder shall not be deemed to be a waiver of such obligation, right or remedy or prevent such Party from enforcing any or all provisions of this Agreement and exercising any rights or remedies.

9. **RELATIONSHIP OF PARTIES**

Nothing in this Agreement shall be construed as implying or creating an employment, partnership, agency, joint venture or other relationship between any of the Parties. The Assignee shall be responsible for all tax liabilities in respect of any amount paid or payable hereunder and agrees to indemnify the Assignor against any claims that may be made against the Assignor in respect thereof.

10. **ENTIRE AGREEMENT AND SEVERABILITY**

10.1 This Agreement contains the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes and extinguishes any prior representation or agreement written or oral.

10.2 If any provision of this Agreement shall be declared illegal or void by a competent legal authority it shall be considered severed from this Agreement without so far as possible affecting any other provision hereof. The Parties shall negotiate in good faith, in place of such provision, a valid and enforceable provision which, insofar as is possible is equitable and implements the purposes hereof.

11 **VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by an authorised signatory of the Parties.

12. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement.

13. **THIRD PARTY RIGHTS**

Subject to Clause 5, the Parties agree that this Agreement is not intended by either of the Parties to create rights or benefits in favour of any Third Party or make any right or benefits enforceable by or on behalf of such Third Party and, for the avoidance of doubt and to the extent permitted by law, any laws in any country contrary to the provisions of this Clause are excluded.

14. **GOVERNING LAW AND JURISDICTION**

This Agreement is governed by and shall be construed in all respects with the laws of England and the Parties hereby submit to the jurisdiction of the English courts.

SCHEDULE 1

PATENTS

Diabetes

REF	STATUS	FAMILY	APPLN NO.	PUB/PAT NO.	PRIORITY DATE	FILING DATE	PROPRIETOR (per Espacenet)
SUM13-15(EP)	Granted	PCT/GB2009/0004	EP0971205	EP2257286	18.02.08	17.02.09	Summit Corp PLC
SUM13-15(US3)	Await ER1	17 WO2009/103953	14/974,536		18.02.08	05.02.13	Summit Corp PLC
SUM13-15(CA)	Respond ER1 and restoration (22.6.17)		CA2752868		18.02.08	17.02.09	Summit Corp PLC
SUM13-15(JP)	Granted		2010-546398	5722632	18.02.08	17.02.09	Summit Corp PLC
SUM13-15(CN)	Granted		20098011/3	CN102006869B	18.02.08	17.02.09	Summit Corp PLC
SUM13-15(IN)	Still formally pending but likely to be refused		6543/DELN P/2010		18.02.08	17.02.09	Summit Corp PLC

Seglins

REF	STATUS	FAMILY	APPLN NO.	PUB/PAT NO.	PRIORITY DATE	FILING DATE	PROPRIETOR (per Espacenet)
VOXP16(AU)	Granted	PCT/GB2005/000215 WO2005/070418	2005205962	2005205962	21.01.04	21.01.05	Summit Corp PLC
VOXP17(EP)	Granted UK, IE, FR, DE	PCT/GB2005/000228 WO2005/070415	EP0670199	1711174	21.01.04	21.01.05	Summit Corp PLC
VOXP17(AU)	Granted		2005205968	2005205968	21.01.04	21.01.05	Summit Corp PLC

80486317.4US33

VOXP9(E P)	Granted UK, IE, FR, DE, ES, IT	PCT/GB20 04/000198 WO2004/0 64715	EP0470384 1	1587480	23.01.03	21.01.04	SUMMIT WALES LTD
VOXP9(U S)	Granted		10543014	US 2007-0155814 A1 US8383665	23.01.03	21.01.04	SUMMIT WALES LTD
VOXP9(U S2)	Granted		13742,102	US8557859	23.01.03	15.01.13	SUMMIT WALES LTD
VOXP9(J P)	Granted		2006- 500223	5289706	23.01.03	21.01.04	-
VOXP9(C A)	Granted		CA2004251 3881	2513881	23.01.03	21.01.04	Applicant - M N L PHARMA LTD
VOXP9(A U)	Granted		AU2004020 6085	2004206085	23.01.03	21.01.04	Applicant - M N L PHARMA LTD
VOXP9(N Z)	Granted		NZ2004054 1839	541839	23.01.03	21.01.04	SUMMIT WALES LTD
VOXP9(H K)	Granted		06104746.3	1084576	23.01.03	21.01.04	SUMMIT WALES LTD

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorised representatives, have caused this Deed to be executed as a deed and delivered as of the date first above written.

EXECUTED as a Deed
for and on behalf of
SUMMIT THERAPEUTICS PLC



GLYNN EDWARDS
CEO

Signature of witness:



Name of witness:

VICTORIA GREENHAM

Address:

28 NEAVE MOWS, ABINGDON,
OXOIN OX14 5FP

Occupation:

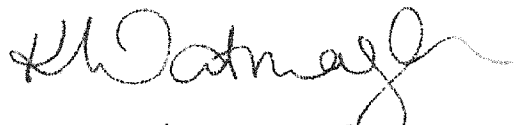
OFFICE MANAGER

EXECUTED as a Deed
for and on behalf of
VIDA PHARMA LIMITED



MARK JONATHAN ALLAN
DIRECTOR

Signature of witness:



Name of witness:

KATIE WATMOUGH

Address:

SHILLSIDE COTTAGES, BLUE BOROUGH.
DN21 4HA

Occupation:

PA to Directors

