

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6452493

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
APTA BIOSCIENCES LIMITED	11/19/2020
RECEIVING PARTY DATA	
Name:	APTAMER GROUP LIMITED
Street Address:	SUITE 2.78-2.91, BIO CENTRE
Internal Address:	INNOVATION WAY, HESLINGTON
City:	YORK
State/Country:	UNITED KINGDOM
Postal Code:	YO10 5NY
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16081635
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:	docket@carterdeluca.com, sschlie@carterdeluca.com
Correspondent Name:	SARAH SCHLIE
Address Line 1:	C/O CARTER, DELUCA & FARRELL LLP
Address Line 2:	576 BROAD HOLLOW ROAD
Address Line 4:	MELVILLE, NEW YORK 11747
ATTORNEY DOCKET NUMBER:	2977-2 PCT US
NAME OF SUBMITTER:	SARAH SCHLIE
SIGNATURE:	/Sarah Schlie/
DATE SIGNED:	12/16/2020
Total Attachments: 13	
source=3 Deed of Assignment of IPR (01743040)#page1.tif	
source=3 Deed of Assignment of IPR (01743040)#page2.tif	
source=3 Deed of Assignment of IPR (01743040)#page3.tif	
source=3 Deed of Assignment of IPR (01743040)#page4.tif	
source=3 Deed of Assignment of IPR (01743040)#page5.tif	

source=3 Deed of Assignment of IPR (01743040)#page6.tif
source=3 Deed of Assignment of IPR (01743040)#page7.tif
source=3 Deed of Assignment of IPR (01743040)#page8.tif
source=3 Deed of Assignment of IPR (01743040)#page9.tif
source=3 Deed of Assignment of IPR (01743040)#page10.tif
source=3 Deed of Assignment of IPR (01743040)#page11.tif
source=3 Deed of Assignment of IPR (01743040)#page12.tif
source=3 Deed of Assignment of IPR (01743040)#page13.tif

DATED
19th November 2022.

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

between

Apta Biosciences Limited (in administration)

and

Samuel Jonathan Talby and Julie Ann Swan as joint administrators of Apta Biosciences Limited (in administration)

and

Aptamer Group Limited

CONTENTS

CLAUSE

1. Interpretation	2
2. Assignment.....	4
3. Further assurance.....	4
4. Delivery.....	5
5. Waiver	5
6. Liability	5
7. Entire agreement	5
8. Variation	6
9. Severance	6
10. Counterparts	6
11. Third party rights	6
12. Notices	6
13. Governing law	8
14. Jurisdiction	8

SCHEDULE

Schedule 1 Intellectual Property Rights	9
---	---

This deed is dated

19th
November

2020

Parties

- (1) APTA BIOSCIENCES LIMITED (in administration) incorporated and registered in England and Wales with company number 08489619 whose registered office is at PCR Bristol LLP, 77a Alma Road, Clifton, Bristol, BS8 2DP acting by the Office-holders (Assignor)
- (2) SAMUEL JONATHAN TALBY and JULIE ANN SWAN as joint administrators of Apta Biosciences Limited (in administration) both of PCR Bristol LLP of 77a Alma Road, Clifton, Bristol, BS8 2DP (Office-holders)
- (3) APTAMER GROUP LIMITED incorporated and registered in England and Wales with company number 09061413 whose registered office is at Suite 2.78 – 2.91, Bio Centre, Innovation Way, Heslington, York, YO10 5NY (Assignee)

BACKGROUND

- (A) The Office-holders were appointed joint administrators of the Assignor on 18 June 2020 by the directors of the Seller under paragraph 22 of Schedule B1 to the Insolvency Act 1986.
- (B) The Assignor acting by the Office-holders has agreed pursuant to the Asset Purchase Agreement to assign to the Assignee the Intellectual Property Rights on the terms set out in this deed.
- (C) The Office-holders have entered into this deed solely for the purpose of obtaining the benefit of the provisions in their favour and shall incur no personal liability of any kind under or in connection with this deed.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Asset Purchase Agreement: means the asset purchase agreement entered into by the parties on the date of this deed

Assigned Rights: all the Intellectual Property Rights.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names, business names and domain names, rights in get-up and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world including without limitation those set out in Schedule 1 to this deed and those relating to the Reagents, together with and including all rights in the names "Apta Biosciences" and "Seligo"

Reagents: has the meaning set out in the Asset Purchase Agreement

Relevant Rights: the names "Apta Biosciences" and "Seligo" and all trade marks, trade names, business names, logos and 'badges of origin', design rights and domain names, in each case, whether registered or unregistered, forming part of the Assigned Rights.

VAT: value added tax chargeable under VATA 1994 and any similar replacement or additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this deed.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this deed under that statute or statutory provision.

- 1.10 A reference to **writing** or **written** includes fax but not email.
- 1.11 Any words following the terms **including**, **include**, **in particular**, **for example** 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.

2. Assignment

In consideration of the sums payable under the Asset Purchase Agreement (receipt of which the Assignor expressly acknowledges), the Assignor acting by the Office-holders hereby assigns to the Assignee absolutely all its right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Intellectual Property Rights;
- (b) all goodwill attached to the Relevant Rights and in respect of the business relating to the goods or services for which the Relevant Rights are used or registered; and
- (c) 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 Assigned Rights whether occurring before, on, or after the date of this deed.

3. Further assurance

At the Assignee's expense, the Assignor and the Office-holders shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and perform such acts as may reasonably be required for the purpose of:

- (a) giving full effect to this deed (including recording the assignment of the Assigned Rights);
- (b) enabling the Assignee to apply for and/or obtain registration in respect of any of the Assigned Rights;
- (c) assisting the Assignee in defending or enforcing the Assigned Rights, or any other proceedings brought by or against the Assignee with respect to the Assigned Rights; and/or
- (d) releasing the Assigned Rights from any security or other encumbrance to which they are subject.

4. Delivery

The Assignor and the Office-holders confirm that on the date of this deed they will deliver, or procure delivery to the Assignee or make available to the Assignee all documents and materials in their possession in all media which concern or embody the Assigned Rights.

5. Waiver

No failure or delay by a party to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6. Liability

6.1 The Office-holders act as agents for the Assignor and neither they nor their representatives shall incur any personal liability in any circumstances whatever by virtue of this deed, nor in relation to any related matter or claim, nor in respect of any transfer, assignment or other documents made pursuant to this deed.

6.2 The Office-holders have entered into this deed in their personal capacities solely for the purpose of obtaining the benefit of the provisions in their favour.

7. Entire agreement

7.1 This deed and all documents referred to in it constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

7.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this deed. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this deed.

8. Variation

No variation of this deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9. Severance

- 9.1 If any provision or part-provision of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this deed.

10. Counterparts

- 10.1 This deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

11. Third party rights

This deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

12. Notices

- 12.1 A notice given under this deed

- (a) shall be in writing in the English language (or be accompanied by a properly prepared translation into English);
- (b) shall be sent for the attention of the person, and to the address or fax number, given in this clause 12.1 (or such other address, fax number or person as the relevant party may notify to the party); and
 - (i) delivered personally;
 - (ii) delivered by commercial courier;
 - (iii) sent by fax;
 - (iv) sent by prepaid first-class post or recorded delivery; or
 - (v) (if the notice is served by post outside the country from which it is sent) sent by registered airmail.

12.2 The addresses for service of notice are:

(a) Seller and Office-holders

Address: PCR Bristol LLP, 77a Alma Road, Clifton, Bristol, BS8 2DP

For the attention of: Sam Talby

(b) Buyer

Address: Aptamer Group Ltd, Suite 2.78 – 2.91, Bio Centre, Innovation Way,
Heslington, York, YO10 5NY

For the attention of: Arron Tolley

12.3 No communication from the Buyer shall be effective until it is received by the Office-holders. Any other notice shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery;
- (b) if delivered by commercial courier, at the time of signature of the courier's receipt;
- (c) if sent by fax, at the time of transmission;
- (d) if sent by prepaid first class post, recorded delivery or registered post, 48 hours from the date of posting;
- (e) if sent by registered airmail, five days from the date of posting; or
- (f) if deemed receipt under the previous paragraphs of this clause 16.3 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a Business Day), when business next starts in the place of receipt.

12.4 To prove service by the Seller or the Office-holders on the Buyer, it shall be sufficient to prove that the notice was transmitted by fax to the fax number of the Buyer or, in the case of post, that the envelope containing the notice was properly addressed and posted

12.5 A notice given under or in connection with this deed is not valid if sent by email.

13. Governing law

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

14. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation .

In witness of which this deed has been executed as a deed and delivered as a deed on the date stated at the beginning of it.

Schedule 1
Intellectual Property Rights

Case No.	Patent No.	Title	Applicant	Country	Grant Status	Grant Date	Application No.	Application Filing Date	Publication No.	Publication Date	Expiration Date	Class
P6434DEE1G/R	PD01	Functional Molecule and Process for Producing the Same	Apix Biosciences Ltd	Germany	Granted	07/08/02		14/03/2003	1466171	22/12/2004	06/04/2476	311102012
P6434EPW1G/R	PD01	Functional Molecule and Process for Producing the Same	Apix Biosciences Ltd	European Patent Office	Granted	07/08/02		14/03/2003	1466171	22/12/2004	06/04/2476	311102012
P6434FPE1G/R	PD01	Functional Molecule and Process for Producing the Same	Apix Biosciences Ltd	France	Granted	07/08/02		14/03/2003	1466171	22/12/2004	06/04/2476	311102012
P6434GBE1G/R	PD01	Functional Molecule and Process for Producing the Same	Apix Biosciences Ltd	United Kingdom	Granted	07/08/02		14/03/2003	1466171	22/12/2004	06/04/2476	311102012
P6434JPW1G/R	PD01	Functional Molecule and Process for Producing the Same	Apix Biosciences Ltd	Japan	Granted	2003-579917		14/03/2003	2003-579923	25/06/2005	06/04/2476	2906/2009
P6434USW1G/R	PD01	Functional Molecule and Process for Producing the Same	Apix Biosciences Ltd	United States of America	Granted	10/943150		14/03/2003	2005-0139105	19/08/2005	06/04/2476	1404/2009
P6435JP1G/R	PD02	Structure Determining Method of Functional Substance and Method for Producing Functional Substance	Apix Biosciences Ltd	Japan	Granted	2005-035875		14/02/2006	2006-217262	24/08/2008	04/28/154	1812/2009
P6436US1G/R	PD02	Structure Determining Method of Functional Substance and Method for Producing Functional Substance	Apix Biosciences Ltd	United States of America	Granted	11/281758		31/10/2005	2006-0183435	17/08/2006	06/18/153	31/05/2011
P6436JP1G/R	PD03	Functional Molecule and Manufacturing Method Thereof	Apix Biosciences Ltd	Japan	Granted	2007-094892		14/03/2007	2007-268166	08/11/2007	06/04/2476	11/05/2012
P6436US3G/R	PD03	Functional Molecule and Manufacturing Method Thereof	Apix Biosciences Ltd	United States of America	Granted	12/026950		29/10/2006	2011-0151519	23/08/2011	06/12/171	06/12/2018
P6437JP1G/R	PD04	Functional Molecule and Manufacturing Method Thereof	Apix Biosciences Ltd	Japan	Granted	2007-088576		18/03/2007	2008-230585	02/10/2008	07/05/209	22/05/2015
P6437US1G/R	PD04	Functional Molecule and Manufacturing Method Thereof	Apix Biosciences Ltd	United States of America	Granted	12/048925		17/03/2008	2008-0063710	29/07/2008	02/08/19	18/10/2012
P6437US2G/R	PD04	Functional Molecule and Manufacturing Method Thereof	Apix Biosciences Ltd	United States of America	Granted	13/09552		17/03/2008	2013-0017071	17/01/2013	08/03/70	27/01/2016
P6438JP1G/R	PD05	Amidite for Nucleic Acid Synthesis and Method for Synthesizing Modified Nucleic Acid	Apix Biosciences Ltd	Japan	Granted	2007-006570		09/11/2007	2008-182962	17/01/2008	04/19/04	07/08/2012
P6438US1G/R	PD05	Amidite for Nucleic Acid Synthesis and Method for Synthesizing Modified Nucleic Acid	Apix Biosciences Ltd	United States of America	Granted	2007-006570		09/11/2007	2008-182962	17/01/2008	04/19/04	07/08/2012
P6439US1G/R	PD06	Amidite for Synthesizing Modified Nucleic Acid and Method for Synthesizing Modified Nucleic Acid	Apix Biosciences Ltd	United States of America	Granted	12/181440		29/07/2008	2008-0063521	05/03/2009	07/01/720	22/05/2011
P6436US2G/R	PD06	Amidite for Synthesizing Modified Nucleic Acid and Method for Synthesizing Modified Nucleic Acid	Apix Biosciences Ltd	United States of America	Granted	12/092758		29/07/2008	2011-0022685	21/04/2011	02/08/225	30/10/2012
P6440JPW1G/R	PD07	Nucleic Acid Synthesizing Dimer Amidite and Nucleic Acid Synthesizing Method	Apix Biosciences Ltd	Japan	Granted	2008-0830061		18/09/2008	2009-026345	05/03/2009	05/18/757	16/02/2013
P6440USW1G/R	PD07	Nucleic Acid Synthesizing Dimer Amidite and Nucleic Acid Synthesizing Method	Apix Biosciences Ltd	United States of America	Granted	12/119267		18/09/2008	2010-0187992	06/09/2010	08/05/43	18/11/2014
P6441JP1G/R	PD08	Protecting Group for Indole Group, Nucleic Acid Synthesizing Amidite and Nucleic Acid Synthesizing Method	Apix Biosciences Ltd	Japan	Granted	2009-092124		17/11/2009	2011-106941	02/09/2011	05/4/883	23/06/2014

P64413PZDR	P008	Protecting Group for Indole Group, Nucleic Acid Synthesizing Amide and Nucleic Acid Synthesizing Method	Apta Biosciences Ltd	Japan	Granted	2014-10-1317	17/11/2008	2014-177480	15/09/2014	17/05/2015	24/08/2015
P64411US1DR	P008	Protecting Group for Indole Group, Nucleic Acid Synthesizing Amide and Nucleic Acid Synthesizing Method	Apta Biosciences Ltd	United States of America	Granted	12/930593	19/11/2010	2011-0119455	19/03/2011	16/05/2012	24/08/2014
P6441US2DR	P008	Protecting Group for Indole Group, Nucleic Acid Synthesizing Amide and Nucleic Acid Synthesizing Method	Apta Biosciences Ltd	United States of America	Granted	14/274013	18/11/2010	2014-0256826	11/09/2014	03/03/142	31/05/2019
P6442JP1DR	P009	Nucleotide Oligomer, Nucleotide Polymer, Method for Determining Structure of Functional Substance and Method for Manufacturing Functional Substance	Apta Biosciences Ltd	Japan	Granted	2005-25865	14/02/2006	2006-217951	24/08/2006	4344330	17/07/2008
P6442US1E9R	P009	Nucleotide Oligomer, Nucleotide Polymer, Method for Determining Structure of Functional Substance and Method for Manufacturing Functional Substance	Apta Biosciences Ltd	United States of America	Granted	11/092197	13/02/2006	2006-0300395	04/12/2006	7758473	29/07/2010
P6443JP1DR	P010	Base Material for Synthesizing Nucleic Acid Compound	Apta Biosciences Ltd	Japan	Granted	3507-641150	21/02/2007	2009-201748	04/08/2008	5109402	16/10/2012
P6444JP1DR	P011	Reagent for Synthesizing Nucleic Acid Cleavage Method	Apta Biosciences Ltd	Japan	Granted	2008-0006384	17/01/2008	2009-165420	09/03/2009	385205	28/02/2013
		OLIGONUCLEOTIDES AND METHODS FOR PREPARING	Apta Biosciences Ltd	GB	Abandoned	1303750.7	04/03/2016				
AB15-01PC10		OLIGONUCLEOTIDES AND METHODS FOR PREPARING	Apta Biosciences Ltd	PCT	Expired	PCT/JP2017/054883	02/02/2017	WC/2017/149097			
AB15-01EP		OLIGONUCLEOTIDES AND METHODS FOR PREPARING	Apta Biosciences Ltd	European Patent Office	Granted	17798753.3	02/02/2017	3423594	08/08/2017	3423594	14/10/2020
AB15-01US		OLIGONUCLEOTIDES AND METHODS FOR PREPARING	Apta Biosciences Ltd	United States of America	Filed	18/081035	02/03/2017				
		Biotinylated Protein	National University of Singapore	WO	Expired	PCT/SG2013/000501	22/11/2013	WC/2014/081368	30/05/2014		
		Aptamers for Binding Flavivirus Proteins	National University of Singapore	WO	Expired	PCT/SG2014/000532	13/11/2014	WC/2015/072923	21/05/2015		
		Aamide for Nucleic Acid Synthesis and Nucleic Acid Synthesizing Method	Apta Biosciences Ltd	US	Expired	110667188	28/11/2007	2008-0187459	10/07/2008	7723495	25/05/2010

EXECUTED by
Apta Biosciences Limited (in
Administration) acting by Samuel
Jonathan as its agent and without
personal liability, in the presence
of:

Sam J Tally
.....
Administrator

Signature of Witness:
Name:
Occupation:
Address:

DA
DAVID ALAN OAKENSON
CHARTERED ACCOUNTANT
9 WESTWAY COURT, CHURCH ROAD, WESTWAY - TRYM

EXECUTED by the Office-holders
acting by Samuel Jonathan without
personal liability and solely for the
purpose of obtaining the benefit of
the provisions of this agreement, in
the presence of:

Sam J Tally
.....
Administrator

Signature of Witness:
Name:
Occupation:
Address:

DA
DAVID ALAN OAKENSON
CHARTERED ACCOUNTANT
9 WESTWAY COURT, CHURCH ROAD, WESTWAY - TRYM

EXECUTED by Aptamer Group
Limited acting by Arron Tolley, a
director, in the presence of:

.....
Director

Signature of Witness:
Name:
Occupation:
Address:

EXECUTED by
Apta Biosciences Limited (in
Administration) acting by Samuel
Jonathan as its agent and without
personal liability, in the presence
of:

.....
Administrator

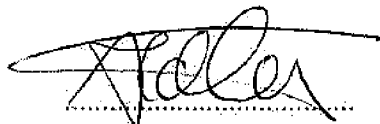
Signature of Witness:
Name:
Occupation:
Address:

EXECUTED by the Office-holders
acting by Samuel Jonathan without
personal liability and solely for the
purpose of obtaining the benefit of
the provisions of this agreement, in
the presence of:

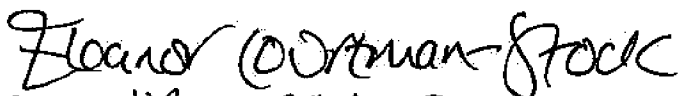
.....
Administrator

Signature of Witness:
Name:
Occupation:
Address:

EXECUTED by Aptamer Group
Limited acting by Arron Tolley, a
director, in the presence of:


.....
Director

Signature of Witness:
Name:
Occupation:
Address:


ELEANOR COURTMAN-STOOC
FINANCE DIRECTOR
THE ORCHARD,
BUTTS WARTH,
THURNER
LEGS
LS14 3DA.