

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6940117

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UNIVERSITY OF DUNDEE	06/28/2019
RECEIVING PARTY DATA	
Name:	AMPHISTA THERAPEUTICS LIMITED
Street Address:	158-160 NORTH GOWER STREET
City:	LONDON
State/Country:	GREAT BRITAIN
Postal Code:	NW1 2ND
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17251615
Application Number:	17251621
CORRESPONDENCE DATA	
Fax Number:	(860)286-0115
<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:	860.286.2929
Email:	jwhitney@cantorcolburn.com, bzerhusen@cantorcolburn.com
Correspondent Name:	CANTOR COLBURN LLP
Address Line 1:	20 CHURCH STREET
Address Line 2:	22ND FLOOR
Address Line 4:	HARTFORD, CONNECTICUT 06103-3207
ATTORNEY DOCKET NUMBER:	MCZ0001US-2US-DUND_AMPHI
NAME OF SUBMITTER:	JOY WHITNEY
SIGNATURE:	/joy whitney/
DATE SIGNED:	09/28/2021
Total Attachments: 9	
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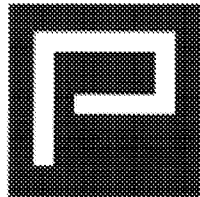
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DATED *28 June* 2019

THE UNIVERSITY OF DUNDEE

AMPHISTA THERAPEUTICS LIMITED

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS



PENNINGTONS
MANCHES

THIS DEED dated 28 June 2019 is made between the following parties:

PARTIES

- (1) **THE UNIVERSITY OF DUNDEE** established by Royal Charter dated 20 July 1967 and a registered Scottish charity (charity number SC015096) and having its principal office at 149 Nethergate, Dundee DD1 4HN (Dundee); and
- (2) **AMPHISTA THERAPEUTICS LIMITED** incorporated and registered in England and Wales with company number 11119959 whose registered office is at 158 – 160 North Gower Street, London, NW1 2ND (Amphista).

BACKGROUND:

- (A) Dundee owns the intellectual property rights in the Assigned Rights (as defined below).
- (B) Dundee has agreed to assign to Amphista the intellectual property rights in the Assigned Rights on the terms set out in this deed of assignment of intellectual property rights ("Deed").

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Amendment Agreements: the amendments to the SRA executed by the Parties, comprising Amendment 2, Amendment 3 and Amendment 4;

Amendment 2: the second amendment to the SRA dated 14 November 2018;

Amendment 3: the third amendment to the SRA dated 20 December 2018;

Amendment 4: the fourth amendment to the SRA dated 1 April 2019;

Assets: the Assets as defined in the SRA, comprising the Concept Paper (as defined in the SRA), and all Foreground IP (as defined in the SRA and as amended by Amendment 2), and all other results, data and materials (including but not limited to compounds, plasmids, cell lines) developed or otherwise generated or arising pursuant to the Work Plans (and for the avoidance of doubt, does not include the Excluded Equipment, however, the Included Materials shall be included in the definition of Assets), whether generated or arising prior to and including the date of this Deed, or after the date of this Deed until completion of all of the work to be undertaken by Dundee pursuant to the Work Plans.

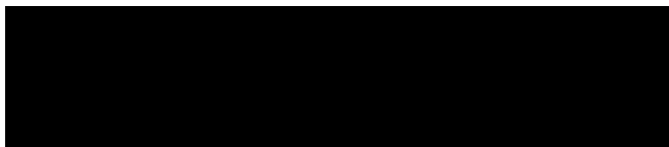
Assigned Rights: the Assets, the Patents, and all the other Intellectual Property Rights embodied in the Assets;

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

- 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 any Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this Deed, unless stated otherwise.
- 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 This Deed shall be binding on, and enure to the benefit of, the parties to this Deed and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to writing or written includes email.
- 1.12 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.
- 1.13 Where any statement is qualified by the expression so far as Dundee is aware or to Dundee's knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after reasonable enquiry.

2. ASSIGNMENT

2.1

 Dundee hereby assigns to

Amphista as of the date of this Deed, by way of present and future assignment absolutely with full title guarantee, all its right, title and interest in and to the Assigned Rights (and to the extent that such Assigned Rights are generated or arise after the date of this Deed, such assignment shall take place immediately upon creation). Such assignment shall include:

- (i) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents; and
- (ii) 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.

Executed as a deed by
THE UNIVERSITY OF DUNDEE
acting by Margaret Teven,
Head of Research, Impact and Culture,
on behalf of Dundee

Margaret K Teven

Margaret Teven

Witness signature: *Ellen Pauley*

Witness name: ELLEN PAULEY

Witness address: Research & Innovation Services
University of Dundee
11 Perth Road
Dundee DD1 4HH

Witness occupation: Administrative Assistant

EXECUTED and DELIVERED as a)
DEED by AMPHISTA THERAPEUTICS)
LIMITED acting by a director in the)
presence of:

sign here:

.....
print name:

Witness signature:

.....
Witness sign here:

Witness name:

.....
print name:

Witness address:

.....
insert address here:
.....
.....
.....

Witness occupation:

.....
insert occupation here:
.....

Executed as a deed by
THE UNIVERSITY OF DUNDEE
acting by Margaret Teven,
Head of Research, Impact and Culture,
on behalf of Dundee

.....
Margaret Teven

EXECUTED and DELIVERED as a)
DEED by AMPHISTA THERAPEUTICS)
LIMITED acting by a director in the)
presence of:

sign here: *[Signature]*

print name: **RAJ PAREKH**

Witness signature:

Witness sign here: *[Signature]*

Witness name:

print name: **AMBER ROSAMOND**

Witness address:

insert address here: **158-160 North Gower street**

London

NW1 2ND

UK

Witness occupation:

insert occupation here: **EA**

SCHEDULE 1

PATENTS

Serial no	Date	Nutter Ref	Title
62/835953	18/04/2019	44900-10501	Bifunctional molecules for protein degradation (Rpn11)
62/835955	18/04/2019	44901-10601	Bifunctional molecules for protein degradation (UchL5)
62/835948	18/04/2019	44901-10401	Bifunctional molecules for protein degradation (Usp14)
62/684268	13/06/2018	44901-1003	Bifunctional molecules for protein degradation (UchL5)
62/684265	13/06/2018	44901-1002	Bifunctional molecules for protein degradation (Rpn11)
62/684260	13/06/2018	44901-1001	Bifunctional molecules for protein degradation (Usp14)

MINUTE OF AMENDMENT No. 1

THIS MINUTE OF AMENDMENT ("Amendment") IS ENTERED INTO BY:

The University of Dundee, established by Royal Charter dated 20 July 1967 and a registered Scottish charity (charity number SC015096) and having its principal office at 149 Nethergate, Dundee DD1 4HN ("the University")

and

Amphista Therapeutics Limited, incorporated and registered in England and Wales with company number 11119959 whose registered office is at 158 -160 North Gower Street, London, NW1 2ND ("Amphista")

Background

- (A) The University and Amphista are party to a Deed of Assignment of Intellectual Property Rights dated 28th June 2019 attached as Schedule Part 1 of this Amendment, ("the Assignment");
- (B) Subsequent to the execution of the Assignment, it was established that the Patents (as defined in the Assignment) had reached PCT filings stage on 13th June 2019. Consequently, the parties wish to amend the Assignment as set out in this Amendment with effect from the last date signature of this Amendment (the "Amendment Date").

Agreed Terms

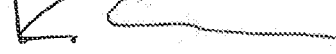
1. In this Amendment, expressions defined in the Assignment and used in this Amendment have the meaning set out in the Assignment;

2. With effect from the Amendment Date the Parties agree the following amendments to the Agreement:

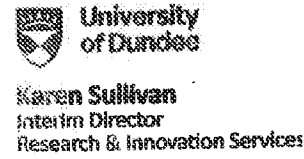
The description of Patents contained in the Schedule 1 to the Assignment is deleted and replaced with the amended description of Patents contained in Schedule Part 2 of this Amendment;

All other terms and conditions of the Assignment shall remain unchanged and in force.

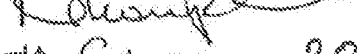
SIGNED ON BEHALF OF THE UNIVERSITY OF DUNDEE


Full Name: DR KAREN SULLIVAN Signed: 
Designation: DIRECTOR (INTERIM) Date: 19.02.20

Witness: RLS
Full Name: J. Van Der Toorn
Address: IKENE VANDER TOORN
UNIVERSITY OF DUNDEE
RESEARCH & INNOVATION SERVICES



SIGNED ON BEHALF OF AMPHISTA LTD

Full Name: NICOLA THOMPSON Signed: 
Designation: CEO Date: 5th February 2020

Witness: 
Full Name: Scott Hayles
Address: 1/2 110 Elderslie St
Glasgow G3 7AR

Schedule Part 2

PATENTS

Serial no	Date	Nutter Ref	Title
62/835953	18/04/2019	44900-10501	Bifunctional molecules for protein degradation (Rpn11)
62/835955	18/04/2019	44901-10601	Bifunctional molecules for protein degradation (Uchl5)
62/835948	18/04/2019	44901-10401	Bifunctional molecules for protein degradation (Usp14)
62/684268	13/06/2018	44901-1003	Bifunctional molecules for protein degradation (Uchl5)
62/684265	13/06/2018	44901-1002	Bifunctional molecules for protein degradation (Rpn11)
62/684260	13/06/2018	44901-1001	Bifunctional molecules for protein degradation (Usp14)
PCT/EP2019/065606	13/06/2019	44900-10102	Bifunctional molecules for protein degradation (Usp14)
PCT/EP2019/065479	13/06/2019	44900-10302	Bifunctional molecules for protein degradation (Uchl5)
PCT/EP2019/065481	13/06/2019	44900-10202	Bifunctional molecules for protein degradation (Rpn11)