

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7927335

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHARLES RIVER DISCOVERY RESEARCH SERVICES UK LIMITED	09/06/2018
RECEIVING PARTY DATA	
Name:	CANCER RESEARCH TECHNOLOGY LIMITED
Street Address:	407 ST. JOHN STREET
Internal Address:	ANGEL BUILDING
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	EC1V 4AD
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17738278
PCT Number:	GB1850986
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:	docketing@mcneillbaur.com
Correspondent Name:	MCNEILL BAUR PLLC
Address Line 1:	125 CAMBRIDGE PARK DRIVE
Address Line 2:	SUITE 301
Address Line 4:	CAMBRIDGE, MASSACHUSETTS 02140
ATTORNEY DOCKET NUMBER:	01214-5005-01US
NAME OF SUBMITTER:	STEPHANIE HOGAN
SIGNATURE:	/Stephanie Hogan/
DATE SIGNED:	04/28/2023
Total Attachments: 6	
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THIS ASSIGNMENT (the "Assignment") is made on

6th September

2018

BETWEEN

- (1) **CANCER RESEARCH TECHNOLOGY LIMITED**, a company registered in England and Wales under number 1626049 with registered office at Angel Building, 407 St John Street, London, EC1V 4AD, England ("**CRT**")
- (2) **CHARLES RIVER DISCOVERY RESEARCH SERVICES UK LIMITED** (as successor-in-interest to Argenta Discovery 2009 Limited ("**Argenta**")), a company incorporated in England and Wales (under company registration number 04622227) whose principal place of business is at 7/9 Spire Green, Flex Meadow, Harlow, Essex CM19 5TR, United Kingdom ("**Discovery UK**")

Each of CRT and Discovery UK shall be referred to in this Assignment as a "party" and together as the "parties".

BACKGROUND

- (A) Argenta and the University of Manchester (the "University") entered into the Research Services Agreement (as defined below), under which the "New Intellectual Property Rights (as defined below) were created). In accordance with the terms of the Research Services Agreement, the parties agreed that University is the sole owner of the New Intellectual Property Rights and that Argenta would assign to University any such New Intellectual Property Rights.
- (B) University, and CRT and the CRT Pioneer Fund LP entered into a License and Collaboration Agreement dated 20 November 2014 and amended 29 February 2016 and 11 November 2016 (the "LCA"), under which it was agreed that, as between the parties to the LCA, the New Intellectual Property Rights would be owned solely by CRT.
- (C) Discovery UK acquired the trade and assets of Argenta pursuant to the terms of an agreement dated 3 July 2017, including all of Argenta's rights and obligations under the Research Services Agreement.
- (D) The parties now wish to vest such New Intellectual Property Rights in CRT, or to the extent such rights have already been assigned to CRT pursuant to the terms of the Research Services Agreement or the LCA, to perfect any such assignment to CRT as a matter of law, on the terms set out in this Assignment.

OPERATIVE PROVISIONS

1. In this Assignment, unless the context otherwise requires:
 - 1.1 **Affiliates** means in relation to a Party, any entity or person which Controls, is Controlled by, or is under common Control with that Party;
 - 1.2 **Control** means direct or indirect beneficial ownership or management control of 50% (or,

outside a Party's home territory, such lesser percentage as is the maximum permitted level of foreign investment) or more of the share capital, stock or other participating interest carrying the right to vote or to distribution of profits of that entity or person, as the case may be; and "Controls" and "Controlled" shall be interpreted accordingly;

- 1.3 **Research Services Agreement** means the agreement made between University and Argenta dated 4th August 2014.
- 1.4 **Intellectual Property** means all patents, rights to inventions, copyright and related rights, trade marks, rights in designs, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- 1.5 **New Intellectual Property Rights** means any and all Intellectual Property generated by Argenta, its Affiliates and subcontractors (including Discovery UK, in the case of any Intellectual Property generated following the acquisition of the business and assets of Argenta) as a direct consequence of performing the Services including the patents listed in Schedule 1 (and any patents claiming priority therefrom whether or not in existence at the date of this agreement), and/or arising directly pursuant to the objectives under any Schedule of Work;
- 1.6 **Services** means the activities performed by Argenta in accordance with Schedule of Work No. 1 dated 25th September 2014 (the "Schedule of Work") executed under the Research Services Agreement.
- 1.7 references to the words including and similar words will be construed without limitation and the sui generis rule will not apply to any lists, unless inconsistent with the context;
- 1.8 all headings are for ease of reference only and will not affect the construction or interpretation of this Assignment; and
- 1.9 capitalized terms not otherwise defined in this Assignment will have the meaning given to such terms in the Research Services Agreement.
2. Discovery UK agrees to assign and hereby assigns to CRT all worldwide right, title and interest in the New Intellectual Property Rights absolutely with full title guarantee, including:
 - 2.1 all rights and powers arising or accrued from the New Intellectual Property Rights up to the date of this Assignment including any right to sue for damages and other remedies including without limitation any right to have the benefit of any remedy obtained on any supposed infringement of all or any of its rights in the New Intellectual Property Rights before the date of this Assignment;
 - 2.2 all rights to apply for prosecution to obtain patent or similar or other registered protection throughout the world in relation to all, or any of the New Intellectual Property Rights, including any right to apply for renewals and extensions and the right to claim priority from earlier applications so that the grant of any patent or similar or other registered protection shall be in the name of and vest in CRT or its successor(s) in title or assignee(s).

3. Discovery UK warrants that:
 - 3.1 to the extent not already effectively assigned to University pursuant to the terms of the Research Services Agreement, it is the sole legal and beneficial owner of, and owns all the rights and interests in, the New Intellectual Property Rights;
 - 3.2 except to the extent already effectively assigned to University pursuant to the terms of the Research Services Agreement, it has not licensed or assigned any of the New Intellectual Property Rights, and it has not granted any licence or other right in respect of or encumbrance over any of the New Intellectual Property Rights that remains in force;
 - 3.3 the New Intellectual Property Rights are free from any security interest, option, mortgage, charge or lien; and
 - 3.4 there have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the New Intellectual Property Rights.
4. Discovery UK agrees that it will upon request and at University's expense:
 - 4.1 execute all documents, take all such actions, do all such things and provide all reasonable assistance to secure the right, title and interest in the New Intellectual Property Rights assigned to CRT by this Assignment, including ensuring that any inventor of any of the New Intellectual Property Rights signs all documents required to register any such invention comprised within the New Intellectual Property Rights in the United States of America or elsewhere in the name of CRT, its successor(s) in title or assignee(s); and
 - 4.2 deliver up to CRT all manifestations of the New Intellectual Property Rights which are in its possession or control.
5. Discovery UK appoints CRT to be its attorney in its name and on its behalf to execute documents, use Discovery UK's name and do all things which are necessary or desirable for CRT to obtain for itself or its nominee the full benefit of Section 4, provided that CRT can demonstrate on reasonable evidence that it has attempted to contact Discovery UK to undertake such steps and Discovery UK has failed to respond or refused to take such steps. A certificate in writing, signed by any partner of CRT that any instrument or act falls within the authority conferred by this Assignment shall be conclusive evidence that such is the case so far as any third party is concerned. This power of attorney is irrevocable as long as any of Discovery UK's obligations under this Assignment remain undischarged.
6. Discovery UK hereby grants to CRT, as successor-in-interest to University with respect to the New Intellectual Property Rights, a non-exclusive, royalty-free, fully paid-up, worldwide, perpetual license to use the Hit Compounds (where such Hit Compound arises from an Argenta Compound), and any of Argenta's Background Intellectual Property specifically used in the performance of the Services and necessary for development of the Results, solely for CRT's own research and development purposes with respect to Hit Compounds or Novel Client Compounds and/or for the purpose of undertaking research, developing, making, having made, using, keeping, importing and exporting (as required) and selling Licensed Products. The foregoing licenses (a) shall include the right for CRT to grant sublicenses to its Affiliates

and to third parties for bona fide research, development and commercialization purposes, and (b) shall not include any right for CRT to grant sublicenses under the Argenta Background Intellectual Property independently, or in any way other than in connection with a license granted to use and practice the Assigned IP in connection with the research, development and commercialization of Licensed Products. For clarity, references in this Section 6 to Argenta's Background Intellectual Property shall mean such Background Intellectual Property of Argenta as existed as of the date of acquisition by Discovery UK, and shall not be interpreted to include any other intellectual property rights of Discovery UK or any of its Affiliates.


7. This Assignment and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England. The courts of England will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Assignment. The parties irrevocably agree to submit to that jurisdiction, save that nothing shall prevent either party from seeking injunctive relief in any appropriate jurisdiction.

THIS DOCUMENT is executed as a deed by the parties and delivered on the date stated at the beginning of this Assignment.

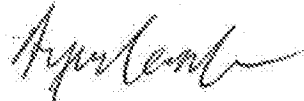
SIGNED as a deed by
**CHARLES RIVER DISCOVERY RESEARCH
SERVICES LIMITED**
acting by one director in the presence of:



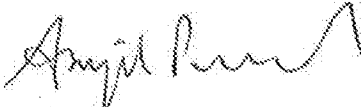
Signature of director

Witness signature: 
Name: Joane Hansen
Address: Robinson Building
Chesham Research Park
Salmon Wealden
G310 1XL

SIGNED as a deed by **CANCER
RESEARCH TECHNOLOGY LIMITED,**
in the presence of:



Signature of director

Witness signature: 
Name: CAMY AERIAL UK
Address: Camy Aerial UK
Angel Building
409 St John St.
London EC1V 4AD

SCHEDULE 1

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