

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVECIA LIMITED		04/29/2005	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	AVECIA PHARMACEUTICALS LIMITED		
Street Address:	Hexagon Tower, Blackley		
City:	Manchester, M9 8ZS		
State/Country:	UNITED KINGDOM		
Postal Code:	0		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76085861	QUADRAGEL	
Serial Number:	76189597	QUADRAPORE	
Serial Number:	76357168	ENCAT	
Serial Number:	78501945	QUADRAPURE	
CORRESPONDENCE DATA			
Fax Number:	(212)354-6354		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 354-5650		
Email:	jcampaign@grahamcampaign.com		
Correspondent Name:	H. John Campaign		
Address Line 1:	36 West 44th Street		
Address Line 2:	Suite 1201		
Address Line 4:	New York, NEW YORK 10036-8178		
ATTORNEY DOCKET NUMBER:	X881-1		
DOMESTIC REPRESENTATIVE			

OP \$115.00 76085861

Name: Graham, Campaign P.C.
Address Line 1: 36 West 44th Street
Address Line 2: Suite 1201
Address Line 4: New York, NEW YORK 10036-8178

NAME OF SUBMITTER:	H. John Campaign
Signature:	/h. john campaign/
Date:	04/21/2006

Total Attachments: 8
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This AGREEMENT is made the 29th day of April 2005:

BETWEEN

- (1) AVECIA LIMITED a company incorporated under the laws of England and Wales (registered number 03730853) and having its registered office at Hexagon House, Blackley, Manchester, M9 8ZS (the "Assignor"); and
- (2) AVECIA PHARMACEUTICALS LIMITED a company incorporated in England and Wales (registered number 5370591) and having its registered office at Hexagon Tower, Blackley, Manchester, M9 8ZS (the "Assignee").

WHEREAS:

- (A) The Assignor is the proprietor of certain registered trade marks and is entitled to the benefit of certain trade mark applications.
- (B) Pursuant to the terms of a sale and purchase agreement entered into between the parties on or around the date hereof (the "Sale and Purchase Agreement"), the Assignee has agreed to purchase the Business (as defined therein) from the Assignor.
- (C) Pursuant to the said Sale and Purchase Agreement, the Assignor agrees to assign to the Assignee its rights in the said registered trade marks and trade mark applications, all on the terms and conditions set out herein.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, including its Recitals and Schedules, unless the context otherwise requires, the following terms shall have the following meanings:

"Affiliate" means a party's holding company and subsidiary companies, and all subsidiary companies of its holding company from time to time, as such terms are defined in the Companies Act 1985 (as amended);

"Business Day" means any day other than a Saturday or Sunday or Bank Holiday in England;

"Effective Date" means 1 May 2005; and

"Trade Marks" means the registered trade marks and pending trade mark applications owned, or applied for, by the Assignor and listed in the Schedule or any one of them.

- 1.2. In this Agreement:

- 1.2.1. a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislative or legislative provision;

- 1.2.2. the singular includes the plural and vice versa;
- 1.2.3. a reference to a Recital, Clause or Schedule is to a recital, clause or schedule of or to this Agreement;
- 1.2.4. all Recitals and Schedules form part of this Agreement;
- 1.2.5. a reference to any party to this Agreement or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;
- 1.2.6. headings are for convenience only and shall not affect interpretation;

2. ASSIGNMENT

- 2.1. In consideration of the sums set out in the Sale and Purchase Agreement (the receipt of which is hereby acknowledged), with effect from the Effective Date, the Assignor hereby assigns to the Assignee:-
 - 2.1.1. its entire, right, title and interest in and to the Trade Marks; and
 - 2.1.2. its entire right, title and interest in and to the goodwill associated with, symbolized by or attaching to the Trade Marks (but no other goodwill).
- 2.2. For the avoidance of doubt, the Assignor does not assign any rights to the Assignee hereunder except as expressly provided in Clause 2.1.
- 2.3. The Trade Marks are assigned subject to all licences and other rights granted by the Assignor and any predecessor in title of the Assignor to third parties and all the Assignor's obligations and the other parties' rights thereunder.

3. EXCLUSION OF WARRANTIES

Without prejudice to any other written agreements between the parties, including the Sale and Purchase Agreement, no warranties, representations, conditions or undertakings are given in or under this Agreement by the Assignor as to the Trade Marks whatsoever, including, without limitation, as to title thereto, as to Assignee's use of them, or as to conflicting, or infringement of, third party rights and any warranties, terms, representations or conditions which may have been otherwise implied by law, statute or otherwise into this Agreement relating to the Trade Marks are hereby expressly excluded to the fullest extent permitted by law.

4. FURTHER ASSURANCE

- 4.1. Should the Assignee wish after the Effective Date to record its title to the Trade Marks with the relevant trade mark offices, the Assignee shall prepare and record, and assume the cost (including official fees, taxes and reasonable out-of-pocket expenses) of obtaining, preparing, executing, notarising, legalising and/or recording, any instrument of transfer, conveyance and/or assignment or any other document needed for the purpose of transferring the

Assignor's title to or interest in the Trade Marks to the Assignee, and the Assignor shall from time to time, at the Assignee's expense, execute and deliver all such instruments of transfer, conveyance and/or assignment as the Assignee or its agent or representative acting on Assignee's behalf may provide to it and reasonably require for that purpose. In addition the Assignor shall, on being reasonably required by the Assignee, at the Assignee's cost and expense, do, or procure that there is done, all such other acts as are in its power and as the Assignee may reasonably consider necessary for giving full effect to this Agreement. The Assignee shall promptly reimburse the Assignor for any costs or expenses incurred by the Assignor for which the Assignee is responsible hereunder. For the avoidance of doubt the Assignee shall be responsible for paying all transfer taxes, stamp duties and all other government taxes and duties and any other fees payable in relation to the assignment and transfer, and the recordal of the assignment and transfer, of the Trade Marks.

- 4.2. Following the Effective Date and pending the recordal of the Assignee as proprietor of the Trade Marks, the Assignor will lend its name to any proceedings for infringement of the Trade Marks which the Assignee may require to be brought against any person wrongfully using the said Trade marks or any of them, provided that the Assignee shall indemnify the Assignor and its Affiliates in respect of any losses, costs, damages, expenses or other liability arising out of such proceedings.

5. GOVERNING LAW

This Agreement is governed by and shall be construed in accordance with English law and the parties irrevocably agree that the Courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

6. NOTICES AND SERVICE

- 6.1. All notices and other communications given or made in relation to this Agreement:
- 6.1.1. shall be in English and in writing;
 - 6.1.2. shall be delivered by hand or sent by first class post or internationally recognised equivalent where a party's registered office is outside the U.K. or by facsimile;
 - 6.1.3. shall be delivered or sent to the attention of the Company Secretary of the party concerned at the relevant address or facsimile number as shown above or such as notified by the relevant party to the other party; and
 - 6.1.4. shall be deemed to have been duly given or made if addressed in the aforesaid manner:
 - (a) if delivered by hand, upon delivery;

- (b) if posted by first class post, at the earlier of the time of delivery and 10.00am on the second Business Day after posting if sent from and received in the UK or the fourth Business Day after posting if sent from and received in different countries;
- (c) if sent by facsimile, when a complete and legible copy of the communication has been received at the appropriate address,

provided that if any notice or other communication would otherwise become effective on a non-Business Day or after 5.00pm on a Business Day, it shall instead be deemed to be given at 10.00am on the next Business Day.

7. COUNTERPARTS

This Agreement may be executed in more than one counterpart, each of which when executed and delivered shall be deemed to constitute an original. This Agreement shall become effective when one or more counterparts has been signed by each of the parties hereto and such a counterpart (so signed) has been delivered to each of the parties hereto.

8. THIRD PARTY RIGHTS

Apart from the provisions of Clause 2.3 which may be enforced by the Assignor's Affiliates, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. Notwithstanding any third party rights this Agreement may be varied or suspended, terminated or rescinded by agreement between the parties in accordance with the terms of this Agreement and the consent of any person who is not a party to this Agreement shall not be required for any such variation, suspension, termination or rescission. The foregoing does not affect any right or remedy of a third party which exists or is available apart from that Act and in particular, without limitation, a person who is a permitted successor to or assignee of the rights of a party is deemed to be a party to this Agreement and the rights of such successor or assignee shall, subject to and upon any succession or assignment permitted by this Agreement, be regulated by the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed these presents at the end of the Schedule on the date and year first above written.

SCHEDULE

Trade Mark Schedule

STM 30042 - SCRAM

Trademark	Country	Status	App No	Reg No	Registered	Renewal Due	Class(es)	Registered Owner
SCRAM	European Community	Pending	004153086				1	Avecia Limited

STM 30007 - CATHY

Trademark	Country	Status	App No	Reg No	Registered	Renewal Due	Class(es)	Registered Owner
CATHY	Canada	Registered	1046161	575562	12/02/2003		1	Avecia Limited
CATHY	Switzerland	Registered	01520/2000	475060	10/08/2000		1	Avecia Limited
CATHY	European Community	Registered	001482520	001482520	31/01/2001		1	Avecia Limited
CATHY	United Kingdom	Registered	2205924	2205924	07/01/2000		1	Avecia Limited
CATHY	Japan	Registered	2000-016326	4594274	09/08/2002		1	Avecia Limited
CATHY	USA	Registered	75/907573	2477576	14/08/2001		1	Avecia Limited

STM 30010 - QUADRAGEL

Trademark	Country	Status	App No	Reg No	Registered	Renewal Due	Class(es)	Registered Owner
QUADRAGEL	Canada	Pending	1067421				1	Avecia Limited
QUADRAGEL	Switzerland	Registered	12641/2000	482902	21/03/2001		1	Avecia Limited
QUADRAGEL	European Community	Registered	001673169	001673169	14/06/2001		1	Avecia Limited
QUADRAGEL	USA	Registered	76/085861	2619674	17/09/2002		1	Avecia Limited

STM 30013 - QUADRAPORE

Trademark	Country	Status	App No	Reg No	Registered	Renewal Due	Class(es)	Registered Owner
QUADRAPORE	Canada	Abandoned	1088281					Avecia Limited
QUADRAPORE	Switzerland	Registered	00121/2001	486663	10/08/2001		1	Avecia Limited

QUADRAPORE	European Community	Registered	2027795	002027795	15/01/2002		1	Avecia Limited
QUADRAPORE	USA	Registered	76/189597	2793563	16/12/2003		1	Avecia Limited

STM 30015 CACHY

Trademark	Country	Status	App No	Reg No	Registered	Renewal Due	Class(es)	Registered Owner
CACHY	Canada	Pending	1114343				1	Avecia Limited
CACHY	Switzerland	Registered	09039/2001	495303	05/03/2003		1	Avecia Limited
CACHY	European Community	Registered	2355352	002355352	20/02/2003		1	Avecia Limited
CACHY	United Kingdom	Registered	2264322	2264322	24/08/2001		1	Avecia Limited
CACHY	Japan	Registered	2001-78553	4557111	05/04/2002		1	Avecia Limited
CACHY	USA	Registered	76/305982	2731288	01/07/2003		1	Avecia Limited

STM 30027 - EnCat

Trademark	Country	Status	App No	Reg No	Registered	Renewal Due	Class(es)	Registered Owner
EnCat	Canada	Pending	1128260				1	Avecia Limited
EnCat	Switzerland	Registered	05793/2002	504053	15/10/2002		1	Avecia Limited
EnCat	European Community	Pending	002530145				1	Avecia Limited
EnCat	United Kingdom	Registered	2289244	2289244	14/06/2002		1	Avecia Limited
EnCat	Japan	Registered	2002-55798	4623279	22/11/2002		1	Avecia Limited
EnCat	USA	Registered	76/357168	2708789	22/04/2003		1	Avecia Limited

STM 30032 - TECHNOLOGY PIPELINE

Trademark	Country	Status	App No	Reg No	Registered	Renewal Due	Class(es)	Registered Owner
TECHNOLOGY PIPELINE	European Community	Registered	2838589	002838589	20/20/2004		1, 5, 42	Avecia Limited

TRADEMARK

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STM 30039 - QUADRAPURE

Trademark	Country	Status	App No	Reg No	Registered	Renewal Due	Class(es)	Registered Owner
QUADRAPURE	Canada	Pending	1234449				1	Avecia Limited
QUADRAPURE	European Community	Pending	003789518				1	Avecia Limited
QUADRAPURE	Japan	Pending	2004-93804				1	Avecia Limited
QUADRAPURE	USA	Pending	78/501945				1	Avecia Limited

TRADEMARK

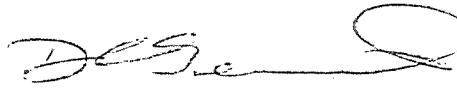
EXECUTED AS FOLLOWS

Executed on behalf of
AVECIA LIMITED by



Director/Secretary

Executed on behalf of
AVECIA PHARMACEUTICALS
LIMITED
by



Director/Secretary