

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 Biologics Limited		09/15/2009	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Avecia Investments Limited
Street Address:	Hexagon Tower
Internal Address:	Blackley
City:	Manchester
State/Country:	UNITED KINGDOM
Postal Code:	M9 8ZS
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2471153	AVECIA

CORRESPONDENCE DATA

Fax Number: (703)610-8686
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-903-9000
 Email: ipdocketing@milesstockbridge.com
 Correspondent Name: David R. Schaffer
 Address Line 1: 1751 Pinnacle Drive
 Address Line 2: Suite 500
 Address Line 4: McLean, VIRGINIA 22102-3833

ATTORNEY DOCKET NUMBER: T2250-00004

DOMESTIC REPRESENTATIVE

Name:

900181689

**TRADEMARK
 REEL: 004456 FRAME: 0013**

CH \$40.00 2471153

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

David R. Schaffer

Signature:

/David R. Schaffer/

Date:

01/19/2011

Total Attachments: 9

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Dated 15th September 2009

AVECIA BIOLOGICS LIMITED
and
AVECIA INVESTMENTS LIMITED

ASSIGNMENT OF TRADE MARKS

This AGREEMENT is made on 15th September 2009;

BETWEEN

- (1) **AVECIA BIOLOGICS LIMITED** a company incorporated under the laws of England and Wales (Company Number 5803359) and having its registered office at Hexagon Tower, Blackley, Manchester, M9 8ZS (the "Assignor"); and
- (2) **AVECIA INVESTMENTS LIMITED** a company incorporated in England and Wales (Company Number 3768296) 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) The Assignor wishes to sell, and the Assignee wishes to acquire, the registered trade marks and trade mark applications.
- (C) 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 the date of this Agreement; 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 [REDACTED] (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

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

AVECIA

Classes:
1. Chemicals
2. Paints
5. Pharmaceuticals
17. Rubber
40. Treatments
42. Research + Dev

<u>TRD</u>	<u>Mark Name</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Rev No</u>	<u>Rev Date</u>	<u>Expiry</u>
Argentina	AVECIA	Registered	2255449	02/12/1999	1827982	04/05/2001	04/05/2011
Argentina	AVECIA	Registered	2255450	02/12/1999	1872529	23/05/2002	23/05/2012
Australia	AVECIA	Registered	815161	25/11/1999	815161	05/05/2000	25/11/2009
Brazil	AVECIA	Registered	822306166	18/12/1999	822306166	07/12/2004	07/12/2014
Brazil	AVECIA	Registered	822306158	18/12/1999	822306158	07/12/2004	07/12/2014
Canada	AVECIA	Registered	1037563	26/11/1999	561843	13/05/2002	13/05/2017
Zaire	AVECIA	Registered	754699	03/12/1999	754699	24/10/2000	03/12/2009
Switzerland	AVECIA	Registered	739867	26/11/1999	739867	26/11/1999	26/11/2009
Chile	AVECIA	Registered	470345	16/12/1999	568740	25/05/2000	25/05/2010
Chile	AVECIA	Registered	470346	16/12/1999	568741	25/05/2000	25/05/2010
China	AVECIA in Chinese Characters	Registered	9900143373	29/11/1999	1544005	28/03/2001	28/03/2011
China	AVECIA in Chinese Characters	Registered	9900143376	29/11/1999	1553719	14/04/2001	14/04/2011
China	AVECIA in Chinese Characters	Registered	9900143374	29/11/1999	1532105	07/03/2001	07/03/2011
China	AVECIA in Chinese Characters	Registered	9900143377	29/11/1999	1543950	21/03/2001	21/03/2011
China	AVECIA in Chinese Characters	Registered	9900143378	29/11/1999	1535987	07/03/2001	07/03/2011
China	AVECIA in Chinese Characters	Registered	9900143375	29/11/1999	1616498	14/08/2001	14/08/2011
China	AVECIA	Registered	739867	26/11/1999	739867	26/11/1999	26/11/2009
Colombia	AVECIA	Refused	99078994	17/12/1999			
Czech Rep	AVECIA	Registered	739867	26/11/1999	739867	26/11/1999	26/11/2009
Egypt	AVECIA	Pending	128958	29/11/1999			29/11/2009
Egypt	AVECIA	Registered	128959	29/11/1999	128959	20/12/2003	29/11/2009
EU	AVECIA	Registered	001395649	24/11/1999	001395649	12/07/2002	24/11/2009
GB	AVECIA	Registered	2200582	18/06/1999	2200582	10/12/1999	18/06/2009
GB	XEGON	Registered	2200577	18/06/1999	2200577	10/12/1999	18/06/2009
Hong Kong	AVECIA in Chinese Characters	Abandoned	9916390	11/11/1999	2000/12498A-B	14/09/2000	11/11/2006
Hong Kong	AVECIA in Chinese Characters	Abandoned	9916393	11/11/1999	2001/00285A-B	08/01/2001	11/11/2006
Hong Kong	AVECIA in Chinese Characters	Abandoned	9916391	11/11/1999	2000/12499A-B	14/09/2000	11/11/2006
Hong Kong	AVECIA in Chinese Characters	Abandoned	9916394	11/11/1999			11/11/2006
Hong Kong	AVECIA in Chinese Characters	Abandoned	9916395	11/11/1999	2001/01140A-B	31/01/2001	11/11/2006
Hong Kong	AVECIA in Chinese Characters	Abandoned	9916392	11/11/1999	2001/06933A-B	12/06/2001	11/11/2006
Hong Kong	AVECIA	Abandoned	1999/17617	02/12/1999	2000/06519	08/05/2000	18/06/2006
Hong Kong	AVECIA	Abandoned	1999/17618	02/12/1999	2000/06520	08/05/2000	18/06/2006
Hungary	AVECIA	Registered	739867	26/11/1999	739867	26/11/1999	26/11/2009

<u>TMO</u>	<u>Mark Name</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No</u>	<u>Reg Date</u>	<u>Expiry</u>
Indonesia	AVECIA	Registered	D9921236	29/11/1999	467832	28/02/2001	20/06/2009
Indonesia	AVECIA	Registered	D9921237	29/11/1999	467833	28/02/2001	20/06/2009
Israel	AVECIA	Registered	132583	25/11/1999	132583	04/12/2001	25/11/2006
India	AVECIA	Pending	88856	29/11/1999			29/11/2006
India	AVECIA	Pending	88855	29/11/1999			29/11/2006
India	AVECIA	Registered	88857	29/11/1999	88857	06/01/2004	29/11/2009
India	AVECIA	Registered	88858	29/11/1999	88858	26/12/2003	29/11/2009
Japan	AVECIA	Registered	11-110627	06/12/1999	4487247	29/06/2001	29/06/2011
South Korea	AVECIA	Registered	40-1999-48753	18/12/1999	482911	06/12/2000	06/12/2010
South Korea	AVECIA	Refused	40-1999-48754	18/12/1999			
Morocco	AVECIA	Pending	71841	13/12/1999			13/12/2019
Madrid Protocol	AVECIA	Registered	739867	26/11/1999	739867	26/11/1999	26/11/2009
Mexico	AVECIA	Registered	404319	16/12/1999	647825	28/03/2000	16/12/2009
Mexico	AVECIA	Registered	404328	16/12/1999	647824	28/03/2000	16/12/2009
Malaysia	AVECIA	Registered	99/12048	26/11/1999	99012048	30/12/2002	18/06/2009
Malaysia	AVECIA	Registered	99/12047	26/11/1999	99012047	05/11/2002	18/06/2009
Norway	AVECIA	Registered	739867	26/11/1999	739867	26/11/1999	26/11/2009
New Zealand	AVECIA	Registered	603820	25/11/1999	603820	08/06/2000	18/06/2020
New Zealand	AVECIA	Abandoned	603821	25/11/1999	603821	08/06/2000	18/06/2006
New Zealand	AVECIA	Registered	603822	25/11/1999	603822	08/06/2000	18/06/2020
Peru	AVECIA	Registered	086049-1999	26/11/1999	061871	13/03/2000	13/03/2010
Peru	AVECIA	Registered	086050-1999	26/11/1999	061872	13/03/2000	13/03/2010
Philippines	AVECIA	Registered	4-1999-09548	09/12/1999	4-1999-009548	10/02/2005	10/02/2015
Pakistan	AVECIA	Registered	159278	03/12/1999	159278	03/12/1999	03/12/2006
Pakistan	AVECIA	Pending	159276	03/12/1999			03/12/2006
Poland	AVECIA	Registered	739867	26/11/1999	739867	26/11/1999	26/11/2009
Russia	AVECIA	Registered	739867	26/11/1999	739867	26/11/1999	26/11/2009
Singapore	AVECIA	Registered	T99/13686I	26/11/1999	T99/13686I	18/06/1999	18/06/2009
Singapore	AVECIA	Registered	T99/13688E	26/11/1999	T99/13688E	18/06/1999	18/06/2009
Singapore	AVECIA	Registered	T99/13687G	26/11/1999	T99/13687G	18/06/1999	18/06/2009
Slovak Rep	AVECIA	Registered	739867	26/11/1999	739867	26/11/1999	26/11/2009
Thailand	AVECIA	Registered	406065	13/12/1999	Kor123865	20/11/2000	13/12/2009
Thailand	AVECIA	Registered	406066	13/12/1999	Kor160390	31/05/2002	12/12/2009
Turkey	AVECIA	Registered	739867	26/11/1999	739867	26/11/1999	26/11/2009
Taiwan	AVECIA in Chinese Characters	Registered	88050651	14/10/1999	949058	16/07/2001	16/07/2011
Taiwan	AVECIA in Chinese Characters	Registered	88050629	14/10/1999	958317	01/09/2001	15/07/2011
Taiwan	AVECIA in Chinese Characters	Registered	88050652	14/10/1999	923869	16/01/2001	16/01/2011
Taiwan	AVECIA in Chinese Characters	Registered	88050627	14/10/1999	143645	01/06/2001	01/06/2011
Taiwan	AVECIA in Chinese Characters	Registered	88050630	14/10/1999	940896	01/09/2001	31/08/2011
Taiwan	AVECIA	Registered	88054062	29/10/1999	949060	16/07/2001	16/07/2011
Taiwan	AVECIA	Registered	88053485	29/10/1999	958323	01/09/2001	15/07/2011
Taiwan	AVECIA	Registered	88054063	29/10/1999	921808	01/01/2001	31/12/2010
Taiwan	AVECIA	Registered	88053486	29/10/1999	143646	01/06/2001	01/06/2011
Taiwan	AVECIA	Registered	88053487	29/10/1999	148350	01/09/2001	01/09/2011
Taiwan	AVECIA	Registered	88054064	29/10/1999	927230	01/02/2001	01/02/2011
USA	AVECIA	Registered	75/837043	24/11/1999	2471133	24/07/2001	24/07/2011
Uruguay	AVECIA	Registered	318978	06/12/1999	318978	03/07/2000	03/07/2010
Venezuela	AVECIA	Registered	20728-1999	29/11/1999	P-232643	01/06/2001	01/06/2011

<u>TMQ</u>	<u>Mark Name</u>	<u>Status</u>	<u>App.No</u>	<u>App.Date</u>	<u>Reg.No</u>	<u>Reg.Date</u>	<u>Expiry</u>
South Africa	AVECIA	Registered	9921992	25/11/1999	9921992	30/04/2003	25/11/2009
South Africa	AVECIA	Registered	9921993	25/11/1999	9921993	30/04/2003	25/11/2009
Zambia	AVECIA	Abandoned	871/99	30/11/1999	871/99	12/04/2001	18/06/2006
Zambia	AVECIA	Abandoned	872/99	30/11/1999	872/99	12/04/2001	18/06/2006
Zimbabwe	AVECIA	Registered	1743/99	02/12/1999	1743/99	07/08/2000	18/06/2009
Zimbabwe	AVECIA	Registered	1744/99	02/12/1999	1744/99	07/08/2000	18/06/2009

EXECUTED AS FOLLOWS

Executed on behalf of
AVECIA BIOLOGICS LIMITED by



D McLELLAN

Director/Secretary



A P CREE

Director/Secretary

Executed on behalf of
AVECIA INVESTMENTS LIMITED
by



D McLELLAN

Director/Secretary



A P CREE

Director/Secretary