

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT																	
EFFECTIVE DATE:	01/01/2008																	
CONVEYING PARTY DATA																		
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Novozymes Biopharma UK Ltd</td> <td></td> <td>08/08/2008</td> <td>CORPORATION: UNITED KINGDOM</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Novozymes Biopharma UK Ltd		08/08/2008	CORPORATION: UNITED KINGDOM							
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Novozymes Biopharma UK Ltd		08/08/2008	CORPORATION: UNITED KINGDOM															
RECEIVING PARTY DATA																		
Name:	Novozymes Biopharma DK A/S																	
Street Address:	Krogshoejvej 36																	
City:	Bagsvaerd																	
State/Country:	DENMARK																	
Postal Code:	DK-2880																	
Entity Type:	CORPORATION: DENMARK																	
PROPERTY NUMBERS Total: 4																		
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2523050</td> <td>RECOMBUMIN</td> </tr> <tr> <td>Registration Number:</td> <td>3081714</td> <td>ALBUCULT</td> </tr> <tr> <td>Registration Number:</td> <td>3134913</td> <td>ALBUFUSE</td> </tr> <tr> <td>Registration Number:</td> <td>3405267</td> <td>ALBUGEN</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	2523050	RECOMBUMIN	Registration Number:	3081714	ALBUCULT	Registration Number:	3134913	ALBUFUSE	Registration Number:	3405267	ALBUGEN
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CORRESPONDENCE DATA																		
Fax Number:	(202)239-3333																	
Email:	edward.prince@alston.com																	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																		
Correspondent Name:	Edward M. Prince																	
Address Line 1:	950 F Street																	
Address Line 2:	The Atlantic Building																	
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004																	

OP \$115.00 2523050

ATTORNEY DOCKET NUMBER:	051076/303803
DOMESTIC REPRESENTATIVE	
Name:	Edward M. Prince
Address Line 1:	950 F Street, NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004
NAME OF SUBMITTER:	Edward M. Prince
Signature:	/Edward M. Prince/
Date:	01/31/2012
Total Attachments: 5 source=Transfer Agreement#page1.tif source=Transfer Agreement#page2.tif source=Transfer Agreement#page3.tif source=Transfer Agreement#page4.tif source=Transfer Agreement#page5.tif	

TRANSFER AGREEMENT

Between **NOVOZYMES BIOPHARMA UK LTD.**
Castle Court
59 Castle Boulevard
NG7 1FD Nottingham
Great Britain

(hereinafter referred to as "Transferor")

and **NOVOZYMES BIOPHARMA DK A/S**
Krogshoejvej 36
DK-2880 Bagsvaerd
Denmark

(hereinafter referred to as "Transferee")

Transferor and Transferee hereinafter also referred to individually as "Party" and collectively as "Parties".

WITNESSETH

WHEREAS The Transferor and the Transferee have agreed that Transferee shall acquire the ownership of all patents, know-how and trademarks owned by Transferor, (hereinafter the "Product");

WHEREAS Said transfer of the Product to the Transferee implies that the Transferee will receive all rights from the Transferor required to practice underlying patents and know-how, the registered trademarks, and shall assume all contractual commitments towards third parties in relation to in- and out-licensing and manufacture of the Product.

NOW THEREFORE in consideration of the mutual covenants made herein, the parties hereby mutually agree as follows:

ARTICLE 1 - TRANSFER OF THE PRODUCT

1.1 Subject to the terms and conditions of this Agreement the Transferor shall assume full ownership rights to the Product as of Effective Date.

ARTICLE 2 - EFFECTIVE DATE

2.1 The date on which the Product is acquired by the Transferee shall be 1 January 2008 (hereinafter referred to as "the Effective Date").

ARTICLE 3 - THE PRODUCT

3.1 The Product consists of any and all aspect of the development, manufacture, use, sale and distribution together with any and all required intellectual property rights, know-how and any other intangible assets related to develop, manufacture, use, sell and distribute the Transferor's Product. The Product does not in any way include employees, equipment, real estate, financial or other liabilities than those specifically mentioned herein, or other tangible assets.

3.2 Specifically, the Product consists of the following assets:

- a. All required know-how related to the Transferor's patents, trademarks and know-how and the production and use hereof materialized by;
- b. All ownership rights to the trademarks 'Albucult', 'Albufuse', 'Albugen', 'Albupure', 'Cellprime', 'Delta Device', 'Monomin', 'Novozymes Delta' and 'Recombumin';
- c. All rights to the underlying patents and patent applications owned or controlled by the Transferor required to manufacture, use or sell the Product (patents and patent applications listed in Schedule 1 hereof) by way of the license granted in Article 3.3 below;
- d. All assignable rights and obligations in any current third party contracts relating strictly and only to the in- and out-licensing of rights to develop, make, have made, sell, have sold and use the Product; as well as contracts relating strictly and only to contract manufacture of the Product;
- e. Any assignable third party agreement which, for whatever reason, is not included in this Agreement but required to vest in the ownership rights conferred herein. In the event any agreement required for the rights transferred herein is not assignable, then the Transferor agrees to reasonably perform and/or enforce such agreement on behalf of the Transferee at the expense (to be approved in advance) of the Transferor.

3.3 In consideration of the payment made hereunder, the Transferee hereby grants to the Transferor the exclusive, royalty-free, irrevocable, unlimited, world-wide, fully sublicensable right to exploit and practice the patents and patent applications stipulated in Schedule 1 hereof within the field of development, manufacture, use, sale and distribution of the Product ("License"). This License shall remain in full force and effect until the last of said patent rights expire.

This License provides the Transferor with an unrestricted right to exploit and/or patent its own improvements within the field of pharmaceutical and veterinary purposes, as well as the right to defend, enforce and assert said patent rights within the field of pharmaceutical and veterinary purposes at its own cost and benefit against third parties.

In consideration of the payment made by the Transferor herein, the Transferee shall maintain said patent rights during their lifetime, unless otherwise agreed with the Transferor.

The Transferee disclaims any and all claims regarding warranties, express or implied, including warranty of non-infringement, accuracy, warranties of merchantability and fitness for a particular purpose, in relation to this License.

- 3.4 The Transferor hereby agrees to execute any reasonably required document needed to register or otherwise vest the abovementioned ownership rights and License with the Transferee, hereunder to reasonably enforce or work to amend any previous third party agreement in accordance with the rights conferred hereunder. Should an amendment of a third party agreement be necessary but, for whatever reason, not possible, then Transferor shall perform such third party agreement on behalf of the Transferee against appropriate compensation.

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES

- 4.1 The Transferor, to the best of its knowledge, hereby makes the following representations and warranties to the Transferee, its successors and assigns:
- a. The transferred assets are free from claims of third parties and have been valued based on the Parties' reasonable and fair commercial and financial expectations of the potential of the Transferor's Product;
 - b. all liabilities, if any, of the Product have been fully covered by adequate provisions; and
 - c. that it has not assumed any extraordinary liabilities in relation to the Product.
- 4.2 The employees of the Transferor employed within the Product shall remain employed with the Transferor. As the parties intend to enter into a contract research and/or manufacturing relationship concerning pharmaceutical and veterinary purposes, the duties and responsibilities of the Transferor's employees is expected to remain largely unaffected by said transfer of ownership. In the event of disputes with the affected employees, the Transferee hereby agrees to reimburse the Transferors direct damages in relation to the defence, award to the employee and/or settlement of such dispute, provided that the Transferor is given the opportunity to approve any such settlement in advance.

ARTICLE 5 - PAYMENT, FEES AND TRANSFER TAXES

- 5.1 The Parties have agreed that the present day value of the Product amounts to a total of ~~2000000~~ GBP exclusive of any VAT. The amount is to be split as follows: Patents ~~3000000~~ GBP, Know How ~~3000000~~ GBP and Trademarks ~~1000000~~ GBP. As full and final consideration for the Product transferred herein the Transferee shall immediately upon last signature of this Agreement pay said amount in the manner and account of the Transferor designated by the Transferor or otherwise agreed between the Parties at the time.
- 5.2 Any costs, tax and transfer taxes of any kind, if any, arising out of the transfer of the Product under this Agreement shall be borne by the Transferee.

ARTICLE 6 - INDEPENDENT CONTRACTORS

- 6.1 Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employment or joint venture relationship between the Parties. All activities by the Parties hereunder shall be performed by the Parties as independent parties. Neither Party shall incur any debts or make any commitments for or on behalf of the other Party except to the extent, if at all, specifically provided herein or subsequently agreed upon.

ARTICLE 7 - AMENDMENTS OF AGREEMENT

- 7.1 This Agreement, including its Appendices, may be amended or modified or one or more provisions hereof waived only by a written instrument signed by both Parties.

ARTICLE 8 - SEVERABILITY

- 8.1 In the event that any one or more of the provisions of this Agreement should for any reason be held by any court or authority having jurisdiction over this Agreement and the Parties to be invalid, illegal or unenforceable, such provisions shall be deleted in such jurisdiction; elsewhere this Agreement shall not be affected.

ARTICLE 9 - NON-WAIVER FOR FAILURE TO ENFORCE COMPLIANCE

- 9.1 The express or implied waiver by either Party of a breach of any provision of this Agreement shall not constitute a continuing waiver of other breaches of the same or other provisions of this Agreement.

ARTICLE 10 - APPLICABLE LAW AND DISPUTE RESOLUTION

- 10.1 This Agreement shall be governed by and interpreted in accordance with the laws of Denmark.
- 10.2 In the event of any controversy or claim arising out of or relating to any provision of this Agreement or the breach thereof, the Parties shall try to settle those conflicts amicably between themselves.
- 10.3 Should the Parties fail to settle, said controversy or dispute shall be referred to the final settlement of the courts of Copenhagen, Denmark.

ARTICLE 11 - REGULATORY COMPLIANCE AND CALL OPTION

- 11.1 The Parties undertake to jointly make such revisions of this Agreement and the duties performed hereunder as deemed necessary by the Parties in order to meet the requirements of the relevant legislation and regulations.
- 11.2 In the event such revisions cannot be made and this Agreement and the transaction contemplated by the parties remains in compliance with relevant legislation and regulations the Transferee hereby grants the Transferor the option to repurchase the Product from the Transferee at a purchase price agreed between the Parties that

shall take into account any unrecoverable costs that the Buyer may have incurred by this Agreement not being fulfilled. This option shall be effective for three (3) years from the effective date of this Agreement.

ARTICLE 12 - AUTHORITY TO SIGN

12.1 Each person signing below and each Party on whose behalf such person executes this Agreement warrants that he or it, as the case may be, has the authority to enter into this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed in two original copies, both of them being one and the same document, on the date and at the place set down below.

TRANSFEROR:

TRANSFeree:

NOVOZYMES BIOPHARMA UK LTD.
August 2008

NOVOZYMES BIOPHARMA DK A/S





