

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AVECIA PHARMACEUTICALS LIMITED		06/21/2005	COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	REAXA LIMITED		
<b>Street Address:</b>	112 Hills Road, Cambridge		
<b>City:</b>	Cambridgeshire CB2 1PH		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	0		
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76085861	QUADRAGEL	
<b>Serial Number:</b>	76357168	ENCAT	
<b>Serial Number:</b>	76189597	QUADRAPORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)354-6354		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 354-5650		
<b>Email:</b>	jcampaign@grahamcampaign.com		
<b>Correspondent Name:</b>	H. John Campaign		
<b>Address Line 1:</b>	36 West 44th Street		
<b>Address Line 2:</b>	Suite 1201		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8178		
<b>ATTORNEY DOCKET NUMBER:</b>	X881-1		

OP \$90.00 76085861

DOMESTIC REPRESENTATIVE

**900047251**

**TRADEMARK  
 REEL: 003294 FRAME: 0813**

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: 6  
source=APL to RL p.1#page1.tif  
source=APL to RL p.2#page1.tif  
source=APL to RL p. 3#page1.tif  
source=APL to RL p.4#page1.tif  
source=APL to RL p.5#page1.tif  
source=APL to RL p.6#page1.tif

This ASSIGNMENT is made the 21 day of June 2005

**BETWEEN:**

- (1) **AVECIA PHARMACEUTICALS LIMITED**, a company registered in England and Wales (Company Number 5370591) whose registered office is Hexagon Tower, Blackley, Manchester, M9 8ZS (the "Assignor"); and
- (2) **REAXA LIMITED**, a company incorporated under the laws of England and Wales (registered number 4884654) and having its registered office at 112 Hills Road, Cambridge, Cambridgeshire CB2 1PH (the "Assignee").

**WHEREAS:**

- (A) The Assignor is engaged in a number of businesses including the Transferring Business (as hereinafter defined).
- (B) The Assignor wishes to sell to the Assignee and the Assignee wishes to acquire from the Assignor the Transferring Business pursuant to the Sale and Purchase Agreement (as hereinafter defined).
- (C) The Assignor is the proprietor of certain registered trade marks and is entitled to the benefit of certain trade mark applications.
- (D) The Assignor assigns to the Assignee its rights in the said registered trade marks and trade mark applications on the terms and conditions hereof.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

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

"the Applications" means the trade mark applications listed in Schedule 2;

"Completion Date" means the date of this Assignment.

"the Prior Rights Agreements" means (i) an agreement between the Assignor and Sud-Chemie AG dated 20 January and 28 February 2005; and (ii) an agreement between Avecia Limited and Emsland-Starke GmbH dated 12 July 2004;

"the Registered Trade Marks" means the registered trade marks listed in Schedule 1;

"the Sale and Purchase Agreement" means the sale and purchase agreement between the parties dated the same date as this Assignment;

"the Trade Marks" means the Registered Trade Marks, the Applications and the Unregistered Marks; and

"the Transferring Business" means "the Business" as defined in the Sale and Purchase Agreement; and

"the Unregistered Marks" any and all unregistered trade marks owned by the Assignor and used exclusively by the Assignor in the Transferring Business as at the date hereof as listed in Schedule 3.

1.2. In this Assignment:

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 Assignment;

1.2.4. all Recitals and Schedules form part of this Assignment;

1.2.5. a reference to any party to this Assignment or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns; and

1.2.6. headings are for convenience only and shall not affect interpretation.

2. ASSIGNMENT

2.1. For good and valuable consideration (receipt of which is hereby acknowledged by the Assignor), with effect from the Completion 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);

together with all rights, powers, liberties and immunities arising or accrued from them including all statutory and common law rights and the right to sue for damages and other remedies in respect of any infringement of such rights prior to the date hereof; and the right to apply for, prosecute and obtain registered trade marks or similar protection throughout the world in respect of the names and marks comprised in the Trade Marks including the right to claim priority from the them to the intent that the grant of any registered trade marks or similar protection shall be in the name of and vest in the Assignee.

2.2. The Assignee shall promptly notify all attorneys handling the Trade Marks (other than employees of the Assignor) of the change in owner and address

for service and that all bills for work concluded from the Completion Date are for the Assignee's account.

- 2.3. For the avoidance of doubt, the Assignor does not assign any rights to the Assignee hereunder except as expressly provided in Clause 2.1.
- 2.4. The Assignor has entered into the Prior Rights Agreements. The Assignee acknowledges that the Trade Marks covered by the Prior Rights Agreements have been assigned to it. The Assignee therefore agrees to be bound by, and to comply with, all of the Assignor's obligations under the Prior Rights Agreements with effect from the Completion Date.

### 3. EXCLUSION OF WARRANTIES

Without prejudice to the provisions of the Sale and Purchase Agreement, no warranties, representations, conditions or undertakings are given in or under this Assignment by the Assignor as to the Trade Marks whatsoever, including, without limitation, as to its title to them, or as to the 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 Assignment relating to the Trade Marks or otherwise are hereby expressly excluded to the fullest extent permitted by law.

### 4. FURTHER ASSURANCE

The Assignor shall from time to time promptly execute and deliver all such instruments of transfer, conveyance and/or assignment as the Assignee may reasonably require to transfer the Assignor's title to or interest in the Trade Marks to the Assignee, provided that the Assignee shall prepare, and assume the cost (including reasonable out-of-pocket expenses) of obtaining, preparing, executing, notarising, legalising and/or recording, any such instrument of transfer, conveyance and/or assignment or any other document needed for that purpose. The Assignee shall promptly reimburse the Assignor for any reasonable 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.

### 5. GOVERNING LAW

This Assignment is governed by and 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 Assignment.

### 6. COUNTERPARTS

This Assignment may be executed in more than one counterpart, each of which when executed and delivered shall be deemed to constitute an original.

This Assignment 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.

7. **THIRD PARTY RIGHTS**

A person who is not a party to this Assignment has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Assignment but this 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 Assignment and the rights of such successor or assignee shall, subject to and upon any succession or assignment permitted by this Assignment, be regulated by the terms of this Assignment.

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

## Schedule 1

## Registered Trade Marks

Trade Mark	Country	Status	App No	App Date	Reg No	Class
EnCat	Japan	Registered	2002-55798	4-Jul-02	4623279	1
EnCat	Switzerland	Registered	05793/2002	2-Jul-02	504053	1
EnCat	UK	Registered	2289244	4-Jan-02	2289244	1
EnCat	USA	Registered	76/357168	10-Jan-02	2708789	1
QUADRAGEL	EU	Registered	1673169	24-May-00	1673169	1
QUADRAGEL	Switzerland	Registered	12641/2000	23-Oct-00	482902	1
QUADRAGEL	USA	Registered	76/085861	10-Jul-00	2619674	1
QUADRAPORE	EU	Registered	2027795	4-Jan-01	2027795	1
QUADRAPORE	Switzerland	Registered	00121/2001	5-Jan-01	486663	1
QUADRAPORE	USA	Registered	76/189597	4-Jan-01	2793563	1

SIGNED by AVECIA PHARMACEUTICALS LIMITED

APC  
Attorney  
A P CREE

SIGNED by REAXA LIMITED

Pete Jackson  
P JACKSON