

DEED of ASSIGNMENT

THIS DEED is dated 20th June 2019

BETWEEN

Nicola Kaye Price, a British Citizen of c/o Immetacyte Limited, 48 Grafton Street, Manchester, M13 9XX, United Kingdom; and

John Stephen Bridgeman, a British Citizen of c/o Immetacyte Limited, 48 Grafton Street, Manchester, M13 9XX, United Kingdom

(Each an "Assignor", together "Assignors" which expression where the context so requires shall include their successors in title)

AND

Immetacyte Limited incorporated and registered in England and Wales with company number 06709883 whose registered office is at 48 Grafton Street, Manchester, M13 9XX, United Kingdom ("Assignee" which expression where the context so requires shall include its successors in title)

BACKGROUND

- (A) The Assignors are co-inventors of the invention ("Invention") described in the United Kingdom patent application details of which are set out in the Schedule to this Deed and forms part of this assignment ("Application"); and
- (B) The Assignors have agreed to assign to the Assignee all rights, title, interest and property, together with all ancillary rights, in the Invention and Application, on the terms set out in this agreement.

1. ASSIGNMENT

- 1. In consideration of the sum of £1.00 paid by the Assignee to the Assignors, the receipt and sufficiency of which is hereby acknowledged, the Assignors assign to the Assignee the following, hereafter referred to as "Assigned Rights":
 - i) all rights, title, interest and property in the Invention, free from all licences, charges and other encumbrances, with full title guarantee;

- ii) the right to apply for and to obtain patents or other forms of protection in respect of the whole, any part or parts of, or improvements to, the Invention worldwide ("Further Applications") and those Further Applications shall be in the name and shall vest in the Assignee;
- iii) all rights, title, interest and property in any patents granted pursuant to the Application and Further Applications ("Patents"), free from all licences, charges and other encumbrances, with full title guarantee;
- iv) the full and exclusive benefit of the Invention, Application and Further Applications, and all rights, privileges and advantages appertaining thereto, together with the right to obtain any extensions and supplementary protection certificates;
- v) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of infringement, or any other cause of action arising from ownership, of any Patents granted and other forms of protection relating to the Invention whether committed before or after the date of this agreement;
- vi) the right to claim priority from the Application or Further Applications and obtain grant of patent or similar protection in or in respect of any country or territory in the world, including under the terms of any international convention and any treaties; and
- vii) the right to file divisional applications and continuations of the Application and Further Applications.

2. ASSURANCES

1. At the request and expense of the Assignee, the Assignors shall execute and deliver all such instruments, applications, deeds, documents and perform all such acts as may reasonably be required by the Assignee to enable the Assignee or its nominee to:
 - i) Register the Assignee as applicant or proprietor of the Assigned Rights; and
 - ii) Assist the Assignee in obtaining, defending and enforcing the Assigned Rights and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.
2. The Assignors appoint the Assignee to be their attorney in their name and on their behalf to execute documents, use the Assignors' name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of the Assigned Rights.

3. The Assignors undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange, in good faith in exercise of any power granted under this section 2.

3. GENERAL

1. This agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors and permitted assignees as well as any subsidiary companies of the parties.
2. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral relating to its subject matter.
3. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
4. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
5. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or its formation.

SCHEDULE

<u>Country</u>	<u>Filed</u>	<u>Patent Application No.</u>	<u>Title</u>
GB	21 June 2018	1810181.6	Cells expressing chimeric recombinant growth factor receptors

IN WITNESS whereof, this document has been executed as a Deed, by the parties, and is delivered and takes effect on the date stated at the beginning of it.

SIGNED as a Deed
By Nicola Kaye Price

(Signatory)



in the presence of :

(Witness)



Name:

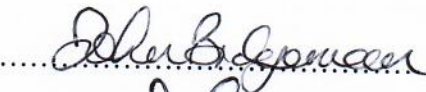
KELLY GAYLE

Address:

52 INNINGS DRIVE, SALFORD, M6 8DH

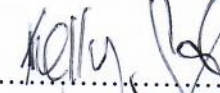
SIGNED as a Deed
By John Stephen Bridgeman

(Signatory)



in the presence of :

(Witness)



Name:

KELLY GAYLE

Address:

52 INNINGS DRIVE, SALFORD, M6 8DH

SIGNED as a Deed

(Signatory)



NAME:

NICOLA PRICE

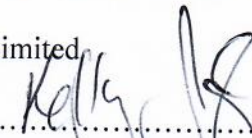
POSITION:

CHIEF OPERATING OFFICER

An authorised representative of Immetacyte Limited

in the presence of :

(Witness)



Name:

KELLY GAYLE

Address:

52 INNINGS DRIVE, SALFORD, M6 8DH