

08-12-1998

FORM PTO-1595
Rev. 6-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
Atty. Docket No. 3495.0146-01

To the Honorable Commis:

100791284

Remarks:

Please record the attached original documents or copy thereof.

8/7/98
ATTN: BOX ASSIGNMENTS

1. Name of conveying party(ies):

Pascale Gueirard and Nicole Guiso

Additional names(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Institut Pasteur

Internal Address:

Street Address: 28, rue du Docteur ROUX

City: 75724 Paris Cedex 15, FRANCE

State: ZIP:

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Additional name(s) & address(es) attached?
 Yes No

Execution Date: July 10, 1998

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

08/978,154

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

FINNEGAN, HENDERSON, FARABOW,

Name: GARRETT & DUNNER

Internal Address:

Street Address: 1300 I Street, N.W.

City: Washington

State: D.C. ZIP: 20005

6. Total number of applications and patents involved 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 06-0916

08/11/1998 DMGUYEN 00000144 08978154

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40.00 00

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Leslie A. McDonell

Reg. No. 34,872

Signature

August 7, 1998

Date

Total number of pages including cover sheet, attachments and document: 3

PATENT
REEL: 9370 FRAME: 0324

ASSIGNMENT

WHEREAS We, the below named inventors, [herein after referred to as Assignors], have made an invention entitled:

ACELLULAR ANTI-BORDETELLA VACCINE

for which we executed an application for United States Letters Patent concurrently herewith or filed an application for United States Letters Patent on November 25, 1997, (Serial No. 08/978,154); and

WHEREAS, Institut Pasteur, a corporation of FRANCE, whose post office address is 28, rue du Docteur Roux, 75724 Paris Cedex 15, FRANCE, (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from assignee is hereby acknowledged, we, as assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, our entire right, title, and interest in and to this invention, provisional application Serial No. _____, filed _____ (if any), and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of the above provisional application (if any), as well as all rights to claim priority on the basis of this application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that we have the full right to convey the interest assigned by this Assignment, and we have not executed and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that we will, without further consideration, communicate with assignee, its successors and assigns, any facts known to us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns.

IN TESTIMONY WHEREOF, we have here into set our hands.

County of _____)
)
 State of _____)

ss.

Pascale Gueirard
 12, avenue du Général de Gaulle
 92360 Meudon La Foret, France

Signed by: Pascale Gueirard
 Date: July 10, 1998

Subscribed and sworn to before me this _____ day of _____, 19____.
 _____, Notary Public

County of _____)
)
 State of _____)

ss.

Nicole Guiso
 4, rue Christophe Colomb - 75008 PARIS, France

Signed by: Nicole Guiso
 Date: July 10, 1998

Subscribed and sworn to before me this _____ day of _____, 19____.
 _____, Notary Public