# 09-08-1998

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To the Honorable Commissioner of Patents and T	recording Please record the attached original documents or copy thereof.
Name of conveying party(ies):  The Rockefeller University	2. Name and address of receiving party(ies):  Name: North American Vaccine. Inc.  Street Address: 12103 Indian Creek Court
Additional name(s) of conveying party(ies) attached.  3. Nature of Conveyance:  Security Agreement Gother  Execution Date(3): July 14, 1998	Country: USA  Additional name(s) & address(es) attached? □ yes ⊠  C' Merger  C' Change of Name
4. Application number(s) or patent num If this document is being filed togethe A. Patent Application No(s). 08/096.181 08/449,358	mber(s)  er with a new application, the execution date of the application is  B. Patent No(s).
Additional numb	ers attached? □ ves ⊠ no
Name and address of party to whomeone concerning document should be mailed.	correspondence 6. Total number of applications and patents involve
Name: Sterne, Kessler, Goldstein & I Internal Address: c/o Robert W. Esmoi	© Enclosed  ond. Usq. □ Authorized to be charged to Deposit Ac
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City: Washington State: D.C. Zip C	lode: 20005-3934
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copy of the original document.  Robert W. Esmond  Name of Person Signing	ef, the foregoing information is true and correct and any attached copy is a t Robutto Smand Aug 28, 1998 Signature Date
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## SCHEDULE A

## U.S. APPLICATIONS

	Application No	. Filing Date	Patent No.	Issue Date
1.	08/096,181 08/449,358	July 23, 1993 May 24, 1995		

#### ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration, receipt of which is hereby acknowledged. The Rockefeller University, a corporation formed under the laws of the state of New York, having an office and place of business at 1230 York Avenue, New York, New York 10021 (the "Assignor"), hereby sells and assigns to North American Vaccine, Inc., a corporation formed under the laws of Canada, having an office and place of business at 12103 Indian Creek Court, Beltsville, Maryland 20705 (the "Assignee"), The Rockefeller University's entire right, title and interest, including the right to sue for and collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, (a) in each of the Patents and Patent Applications that are described in detail in Schedule I, annexed hereto and made a part hereof, and (b) in any and all continuing applications, reissues, extensions, renewals, reexaminations and priority documents of such Patents and Patent Applications, to the full extent of the term or terms for which Letters Patents issue, and (c) in all forms of intellectual and industrial property protection derivable from each of the Patents and Patent Applications that are described in detail in Schedule I, and that are derivable from any and all continuing applications, reissues, extensions, renewals, reexaminations and priority documents of such Patents and Patent Applications, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is tiled, as may be applicable; all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made

The Assignor agrees to execute all papers necessary in connection with the applications and Letters Patents as above, and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The Assignor agrees to execute all papers necessary in connection with any interference that may be declared concerning the applications or Letters Patents or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.

The Assignor agrees to perform all affirmative acts that may be necessary to obtain or ensure a grant of a valid patent to the Assignee.

The Assignor hereby represents that Assignor has full right and authority to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict therewith.

The Assignor hereby grants Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; Samuel L. Fox, Esquire, Registration No. 30,353; David K. S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michael A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; and Michael Q. Lee, Esquire, Registration No. 35,239, of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C. 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment, including the all attached Schedules, if any, any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the Assignor on the date set forth below.

	The Rockefeller University					
By.	and the second s					
	William H. Griesar					
	[Type/Print Name]					
Title:	Vice President and General Counsel					
Dare:	July 14, 1998					

PATENT REEL: 9419 FRAME: 0146