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Attorney's Docket No. 024916-003

To the Honorable Commissioner of Patents

101127856

1 original documents or copy thereof.

1. Name of conveying party(ies):

Clifford A. Lingwood

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

Other: _____

Execution Date: September 24, 1996

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

Name: HSC Research and Development Limited
Partnership

Address: 555 University Avenue

Toronto, Ontario

Canada M5G 1X8

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

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)

08/686,528

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Teresa Stanek Rea

Address: Burns, Doane, Swecker & Mathis, LLP

Post Office Box 1404

Alexandria, Virginia 22313-1404

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, if necessary

8. Deposit account number:

02-4800

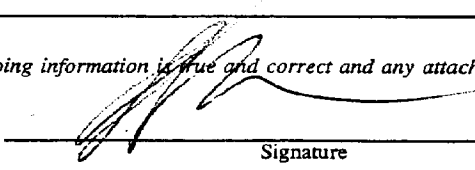
(Attach duplicate copy of this page if paying by deposit account)

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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.

Teresa Stanek Rea
Name of Person Signing


Signature

September 25, 1996
Date

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

ASSIGNMENT

WHEREAS Clifford A. Lingwood, of 555 University Avenue, Suite 5270, Toronto, Ontario, M5G 1X8, Canada has invented certain new and useful improvements in **HAEMOPHILUS ADHESIN PROTEIN** (hereafter "the Invention"), as fully set forth and described in applications for Canadian and United States Letters Patent filed under the above title on July 25 and July 26, 1996 respectively;

AND WHEREAS Clifford A. Lingwood is employed by The Hospital for Sick Children, 555 University Avenue, Suite 5270, Toronto, Ontario, Canada M5G 1X8, (hereafter "the Hospital") and is governed by the Technology Transfer Policy of the Hospital;

AND WHEREAS the Hospital is the beneficial owner, pursuant to that Technology Transfer Policy, of the rights in the Invention of Clifford A. Lingwood who, in consideration of his employment by the Hospital and other good and valuable consideration, confirms assignment of his rights in the Invention to the Hospital;

AND WHEREAS the Hospital wishes to assign all its rights in and to the Invention to HSC Research and Development Limited Partnership, having a place of business at 555 University Avenue, Toronto, Ontario, Canada M5G 1X8;

NOW THEREFORE, I, Clifford A. Lingwood confirm that, pursuant to the Technology Transfer Policy of the Hospital and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I did assign, transfer and set over and do hereby assign, transfer and set over to the Hospital, its successors and assigns, all my right, title and interest in and to the Invention, and any and all patent applications and Letters Patent which may be made, granted or issued for the Invention in Canada and throughout the world, including the United States of America and including International Applications under the Patent Cooperation Treaty and including all divisions, continuations, reissues and extensions of any of the foregoing, and all international priority rights associated therewith, all to be held and enjoyed as fully and completely as the same might have been held by me had this assignment not been made;

NOW THEREFORE The Hospital for Sick Children confirms that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it did assign, transfer and set over and does hereby assign, transfer and set over to HSC Research and Development Limited Partnership (hereafter "the Assignee"), its successors and assigns, all its right, title and interest in and to the Invention, and any and all patent applications and Letters Patent which may be made, granted or issued for the Invention in Canada and throughout the world, including the United States of America and including International Applications under the Patent Cooperation Treaty and including all divisions, continuations, reissues and extensions of any of the foregoing, and all international priority rights associated therewith, all to be held and enjoyed as fully and completely as the same might have been held by it had this assignment not been made;

AND Clifford A. Lingwood and The Hospital for Sick Children further agree that they will promptly, upon request and without further compensation, do all lawful acts including the execution of all necessary documents, and the giving of testimony that in the opinion of the Assignee, its successors and assigns, may be necessary or desirable for obtaining, sustaining, or reissuing Canadian and foreign Letters Patent relating to the foregoing assigned rights, and for perfecting, affirming, recording and maintaining the title therein of the Assignee, its successors and

assigns, and will generally cooperate to the fullest extent in all matters pertaining to said Invention and patents, and said Assignee's title thereto.

AND we further agree that we will promptly, upon request and without further compensation, do all lawful acts including the execution of all necessary documents, and the giving of testimony that in the opinion of the Assignee, its successors and assigns, may be necessary or desirable for obtaining, sustaining, or reissuing Canadian and foreign Letters Patent relating to the foregoing assigned rights, and for perfecting, affirming, recording and maintaining the title therein of the Assignee, its successors and assigns, and will generally cooperate to the fullest extent in all matters pertaining to said Invention and patents, and the Assignee's title thereto.

Dated the 24th day of September, 1996.

B. Lauer
Witness

Clifford A. Lingwood
Clifford A. Lingwood

THE HOSPITAL FOR SICK CHILDREN

B. Lauer
Witness

By: AM Christian
Name: _____
Title: Anne Marie Christian, President
Research and Development Limited Partnership

HSC RESEARCH AND DEVELOPMENT
LIMITED PARTNERSHIP

B. Lauer
Witness

By: AM Christian
Name: _____
Title: Anne Marie Christian, President
HSC Research and Development Limited Partnership