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09-21-2000



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FORM PTO-1595 U.S.
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Assistant Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **9.8.00**
Alfred D. Steinberg

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **October-November 1998**

2. Name and address of receiving party(ies)
 Name: CpG ImmunoPharmaceuticals, Inc.
 Internal Address:
 Street Address:
 55 William Street, Suite 120
 Wellesley, Massachusetts 02481

Additional name(s) & addresses(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) B. Patent No.(s)
 08/386,063

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence Concerning document should be mailed:
 Name: Helen C. Lockhart
 Address: WOLF, GREENFIELD & SACKS, P.C.
 Federal Reserve Plaza
 600 Atlantic Avenue
 Boston, MA 02210

6. Total number of applications and patents involved: **One**

7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

The Commissioner is authorized to charge:

8. Deposit Account No: 23/2825

DO NOT USE THIS SPACE

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.

Helen C. Lockhart (Reg. No. 39,248)		9/15/00
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: **4**

Mail documents to be recorded with required cover sheet information to:
Box Assignment, Commissioner for Patents,
Washington, D.C. 20231

09/20/2000 MTHAI1

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40.00 DP

CpG ImmunoPharmaceuticals, Inc.
55 William Street, Suite 120
Wellesley, Massachusetts 02481
Phone 781-431-6400
Fax 781-431-6403



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October 30, 1998

Alfred D. Steinberg, M.D.
8814 Bells Mill Rd
Potomac, MD 20854

VIA OVERNIGHT COURIER

PERSONAL AND CONFIDENTIAL

Dear Dr. Steinberg

This is to confirm in writing the understanding reached by the Company and you under which you will serve as a consultant to the Company

The Company hereby retains you to render such consulting, advisory and related services to the Company in the field of vaccine adjuvants, cancer vaccines and immunomodulation as the Company may reasonably request from time to time. You hereby accept such engagement subject to the terms and conditions set forth herein.

You hereby agree that if you are determined to be an inventor of U.S. patent application Serial No. 08/276,358, entitled "Immunomodulatory Oligonucleotides," you do hereby assign all right, title and interest you may have in such patent application and all related patent applications and patents (including any continuations, continuations-in-part, divisions, extensions, renewals, reissues, revivals, re-examinations and foreign counterparts) to CpG ImmunoPharmaceuticals, Inc. To the best of your knowledge and belief, you are free to assign such ownership interest to CpG without the consent of any third party.

In consideration for the above assignment and your consulting services, you shall receive the option to purchase 50 shares of the Company's Common Stock at a purchase price of \$206.70 per share, with such option to purchase all 50 shares vesting immediately upon execution of this Letter Agreement, and pursuant to the terms of a Non-Qualified Stock Option Agreement to be entered into between the parties hereto. In addition, you shall be paid \$34,335.00 upon the Company's receipt of an executed copy of this Agreement.

This Agreement may be terminated by you for any reason by giving the Company 30 days written notice. In the event that you so terminate this Agreement, you shall be entitled to all valid, non-reimbursed personal expenses incurred by you in connection with performance of your consulting services. The Company may terminate this Agreement only with your written, mutual consent. Regardless of which party terminates this Agreement, the assignment mentioned above shall remain in force, and you shall have 3 months in which to exercise your right to purchase the balance, if any, of the 50 shares of stock not previously purchased.

Please acknowledge your agreement with the foregoing by signing below, keeping one original copy, and returning the other original in the enclosed overnight courier envelope to me for our files. Thanks.

Very truly yours,

Robert L. Bratzler, Ph.D
President and Chief Executive Officer

Agreed to and Acknowledged by:

Alfred D. Steinberg, M.D.