

3-23-01

FORM PTO-1584  
01-10-96.CMG

RI

04-10-2001

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Atty Ref/Docket No.: 109.018US1/2; .021US1/



To the Honorable Commissioner of Patents and Trademark.

101658803

y thereof.

1. Name of conveying party(ies):

Research Corporation Technologies, Inc.

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

Name: **Alimmune, L.L.C.**

Street Address: 101 North Wilmot Road  
Suite 600  
Tucson, AZ 85711-3365

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

3. Nature of conveyance:

[X] Assignment [ ] Merger  
[ ] Security Agreement [ ] Change of Name  
[ ] Other \_\_\_\_\_

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

Execution Date: January 26, 2001; January 26, 2001

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)

**09/335,865**

B. Patent No.(s)

**6,024,957; 6,099,838; 6,106,834**

Additional numbers attached? [ ] Yes [X] No

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

Name: Warren D. Woessner, Ph.D.

Address: Schwegman, Lundberg, Woessner & Kluth, P.A.  
P.O. Box 2938  
Minneapolis, MN 55402

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41): \$ 160.00

[X] Enclosed  
[ ] Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our  
Deposit account number: 19-0743

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.

Warren D. Woessner, Ph.D./Reg. No. 30,440  
Name of Person Signing

  
Signature

3-21-01  
Date

Total number of pages including cover sheet: 14

OMB No. 0651-0011 (exp. 4/94)

04/09/2001 6TON11 00000193 09335865

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Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**PATENT**  
**REEL: 011648 FRAME: 0304**

## DEED of ASSIGNMENT

**"ANTIGEN"** means all isoforms of the human CD45 gene and protein as they appear alone or in combination with other isoforms of the CD45 gene and protein. The CD45 gene and the exons variably spliced to create various isoforms are described by Laurie R. Hall, Michel Streuli, Stuart F. Schlossman, and Haruo Saito; 1988; Complete exon-Intron Organization of the Human leukocyte Common Antigen (CD45) Gene; *The Journal of Immunology*; 141:2781-2787.

**"INVENTION"** means inventions and discoveries made by Sibrand Poppema and Andrew Lazarovits relating to the treatment or prevention of human diseases by modulation of the ANTIGEN or its isoforms through the use of antibodies against the ANTIGEN or its isoforms.

**"PATENT RIGHTS"** mean:

U.S. Patent No. 6,024,957, issued February 15, 2000;  
U.S. Patent No. 6,099,838, issued August 8, 2000;  
U.S. Patent No. 6,106,834, issued August 22, 2000;  
U.S. Patent Application No. 335,865, filed June 17, 1999;  
Australian Patent No. 711,605, issued January 27, 2000;  
Canadian Patent Application No. 2,218,289, filed April 18, 1996;  
Canadian Patent Application No. 2,266,684, filed September 17, 1997;  
Japanese Patent Application No. 8-531834, filed April 18, 1996;  
Japanese Patent Application No. 10-514798, filed September 17, 1997;  
European Patent Application No. 96912775.2, filed April 18, 1996; and  
European Patent Application No. 97943316.6, filed September 17, 1997.

**"ASSIGNEE"** means Alimmune, L.L.C., a Delaware limited liability company.

**"RCT"** means Research Corporation Technologies, Inc., 101 North Wilmot Road, Suite 600, Tucson, Arizona 85711-3365.

**"OPERATING AGREEMENT"** means the Operating Agreement of even date herewith among RCT, Abgenix, Inc., Victoria Harbour Investments, SRL, and Sibrand Poppema.

**"THIRD-PARTY AGREEMENTS"** means those agreements identified in Exhibit A attached hereto.

1. Subject to the terms of the OPERATING AGREEMENT, including without limitation Section 7.4.2 thereof, RCT hereby assigns to ASSIGNEE RCT's entire right, title and interest in the PATENT RIGHTS, free and clear of all liens and other encumbrances.

2. RCT shall execute all further lawful documents and take further reasonable and lawful actions that ASSIGNEE deems reasonably necessary to fully protect ASSIGNEE's interest in the PATENT RIGHTS. Without limitation, RCT shall execute assignments on an ongoing basis to ASSIGNEE of RCT's entire right, title and interest, if any, in: (a) any additional patent applications or patents (including without limitation utility, model and design patents, and certificates of invention) (i) directed to the INVENTION that may issue or be granted in any country owned by RCT or held in RCT's name or (ii) that may be assigned to RCT pursuant to

any THIRD-PARTY AGREEMENT; and (b) all foreign counterparts claiming priority of any of the PATENT RIGHTS; and all divisionals, continuations, continuations-in-part, reissues, renewals, extensions or additions to any of the PATENT RIGHTS owned by RCT or held in RCT's name; free and clear of all liens and other encumbrances.

3. RCT represents and warrants that, as of the date of this assignment, the PATENT RIGHTS constitute all the patent rights owned by RCT directed to the INVENTION or the treatment of human diseases by modulation of the ANTIGEN or its isoforms through the use of antibodies against the ANTIGEN or its isoforms. If RCT should become aware of any patent rights that it owned or controlled as of the date of this Deed of Assignment that are directed to the INVENTION or the treatment of human diseases by modulation of the ANTIGEN or its isoforms through the use of antibodies against the ANTIGEN or its isoforms that are not included in the PATENT RIGHTS, RCT covenants that it shall promptly notify ASSIGNEE in writing of such fact and concurrently assign to ASSIGNEE such patent rights.

4. RCT shall file with the Commissioner of Patents and Trademarks of the United States of America, and with the corresponding authority in any country in which the patent rights are extant, all documentation necessary to cause any future patent rights directed to the INVENTION to issue to ASSIGNEE.

5. RCT represents and warrants that: (a) to its knowledge, without independent investigation, it is the sole and exclusive owner of all right, title and interest in the PATENT RIGHTS; and (b) it has not encumbered its rights, title and interest in the PATENT RIGHTS in that it has not granted to any third party: (i) any right or interest in or to the PATENT RIGHTS, including without limitation any right or interest by way of a security interest or mortgage or other such encumbrance; or (ii) any right or license to make, use or sell the inventions claimed in PATENT RIGHTS, except for: (A) those rights (implied or express) granted to Abgenix, Inc. ("Abgenix") under that certain Research Agreement between RCT and Abgenix made effective December 17, 1999, and under that certain Research and Material Transfer Agreement between RCT and Abgenix made effective May 8, 1998; (B) those rights (implied or express) granted to the University of Groningen Faculty of Medical Sciences (the "University") under that certain Research Agreement among RCT, Abgenix, and the University made effective June 30, 1998; and (C) any rights (implied or express) reserved by the inventors of the PATENT RIGHTS for research purposes under that certain Assignment Agreement among RCT and the inventors of the PATENT RIGHTS made effective April 3, 1996, and amended and restated effective January 1, 2000. RCT further covenants and agrees that it has not, and will not, sign any documents that conflict with this assignment.

6. RCT represents and warrants that: (a) it has obtained all necessary assignments from Sibrand Poppema and Andrew Lazarovitz to vest in RCT all right, title and interest in the PATENT RIGHTS held by such individuals; and (b) at the time of assignment of any patent applications or patents pursuant to the second sentence of Paragraph 2 above, RCT shall have obtained all necessary assignments from the inventors of the inventions claimed in such patent applications or patents and known to RCT or, if RCT is unable or prohibited from assigning such right, title or interest, grant to ASSIGNEE a license to such patent rights (which shall be exclusive to the extent RCT is able to grant and ensure exclusivity) to use and practice such patent rights.

RESEARCH CORPORATION TECHNOLOGIES, INC.  
(SEAL)

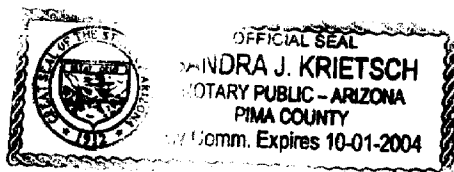
By: Gary M. Munsinger ✓ Date: 1/26/01  
Gary M. Munsinger  
President

STATE OF ARIZONA       )  
                                  )ss.  
COUNTY OF PIMA       )

On this 26th day of January 2001, before me personally came Gary M. Munsinger, to me known to be the President of Research Corporation Technologies, Inc., the assignor named above, and acknowledged that he executed the foregoing instrument on behalf of the assignor and pursuant to authority duly received; and he further acknowledged that the seal affixed to the foregoing instrument is the seal of the assignor and that it was affixed thereto pursuant to like authority.

Sandra J. Krietsch  
Notary Public

My Commission Expires: 10-01-04



## EXHIBIT A

### RCT CD45 Third Party Agreements

- A. that Confidentiality Agreement between RCT and Fujisawa Pharmaceutical Co., Ltd., having an effective date of October 29, 1997, together with its Samples Rider;
- B. that Service Agreement between RCT and MRC Collaborative Centre, having an effective date of July 14, 1997;
- C. that Consulting Agreement between RCT and Andrew I. Lazarovits, M.D., having an effective date of April 3, 1996;
- D. that Confidentiality Agreement between RCT and Mark A. Hardy, M.D., having an effective date of May 29, 1997, together with its Samples Rider;
- E. that Confidentiality Agreement between RCT and Biocon, Inc., having an effective date of August 13, 1997, together with its Samples Rider;
- F. that Material Transfer Agreement between RCT and Goodwin Biotechnology, Inc., having an effective date of June 19, 1996;
- G. that Consulting Agreement between RCT and Terry Strom, M.D., having an effective date of May 2, 1997;
- H. that Material Transfer Agreement between RCT and The General Hospital Corporation, having an effective date of April 1, 1997;
- I. that Research Contract Agreement between RCT and The University of Florida, having an effective date of May 29, 1996;
- J. that Research Contract Agreement between RCT and The John P. Roberts Research Institute, having an effective date of July 1, 1996;
- K. that Research Agreement between RCT and Yale University, having an effective date of October 7, 1996;
- L. that Assignment Agreement among RCT, Andrew I. Lazarovits and Sibrand Poppema, having an effective date of April 3, 1996;
- M. that Amended and Restated Assignment Agreement among RCT, Victoria Harbour Investments, SRL (as assignee of Andrew L. Lazarovits) and Sibrand Poppema, having an effective date of January 29, 1999;

- N. that Mutual Confidentiality Agreement between RCT and MRS Collaborative Centre, having an effective date of April 1, 1997, and that Service Agreement between RCT and MRC Collaborative Centre, having an effective date of July 14, 1997; (work is over, Alimmune can enter new one if needed)
- O. that Research Agreement between RCT and The University of Arizona, having an effective date of July 19, 1996;
- P. that Research Agreement between RCT and Yale University having an effective date of October 7, 1996; and Letter Amendment to Research Agreement between RCT and Yale University, having an effective date of October 1, 1997, and that Confidentiality Agreement between RCT and Yale University having an effective date of July 8, 1998, together with its Samples Rider;
- Q. that Mutual Confidentiality Agreement between RCT and Giacomo P. Basadonna, M.D., having an effective date of June 7, 1996;
- R. that Mutual Confidentiality Agreement between RCT and BASF Bioresearch Corporation, having an effective date of May 15, 1996;
- S. that Confidentiality Agreement between RCT and Biogen, Inc. having an effective date of October 31, 1999;
- T. that Confidentiality Agreement between RCT and IQ Corporation, having an effective date of February 26, 1999, together with its Samples Rider; Project Plan RCT01 between RCT and IQ Corporation having an effective date of February 26, 1999; Project Plan RCT03 between RCT and IQ Corporation having an effective date of April 26, 2000; Project Plan RCT04 between RCT and IQ Corporation having an effective date of May 31, 2000;
- U. that Confidentiality Agreement between RCT and La Jolla Pharmaceutical Company, having an effective date of September 2, 1997;
- V. that Confidentiality Agreement between RCT and Emory University School of Medicine, having an effective date of January 26, 2000, together with its Sample Rider;
- W. that Confidentiality Agreement between RCT and Novocell, Inc., having an effective date of November 11, 1999;
- X. that Mutual Confidentiality Agreement between RCT and David Rothstein, M.D., having an effective date of May 15, 1996;
- Y. that Mutual Confidentiality Agreement between RCT and Sangstat Medical Corporation, having an effective date of August 15, 1997;
- Z. that Mutual Confidentiality Agreement between RCT and Joel Schiffenbauer, having an effective date of May 1, 1996;

AA. that Confidentiality Agreement between RCT and Tanox Biosystems, Inc., having an effective date of August 8, 1997;

BB. that Confidentiality Agreement between RCT and Ray V. Rajotte, Ph.D., Director, Surgical-Medical Research Institute, University of Alberta, Edmonton, having an effective date of April 27, 1998, together with its Sample Rider;

that Confidentiality Agreement between RCT and Robert Zhong, M.D., having an effective date of September 14, 2000.

GENERAL INDENTURE and ASSIGNMENT of KNOW-HOW  
and TECHNICAL INFORMATION

**"INVENTIONS"** means inventions and discoveries by Sibrand Poppema and Andrew Lazarovits relating to the treatment of human diseases by modulation of the ANTIGEN or its isoforms through the use of antibodies against the ANTIGEN or its isoforms.

**"ANTIGEN"** means all isoforms of the human CD45 gene and protein as they appear alone or in combination with other isoforms of the CD45 gene and protein. The CD45 gene and the exons variably spliced to create various isoforms are described by Laurie R. Hall, Michel Streuli, Stuart F. Schlossman, and Haruo Saito; 1988; Complete exon-Intron Organization of the Human leukocyte Common Antigen (CD45) Gene; *The Journal of Immunology*; 141:2781-2787.

**"KNOW-HOW"** means, collectively, all hybridomas that produce antibodies to the ANTIGEN and the antibodies, to the ANTIGEN, produced by such hybridomas owned by RCT, including without limitation the murine hybridomas and antibodies designated by Sibrand Poppema and/or Andrew Lazarovits as 6G3, 6B6, MT3, MT4, and MT5.

**"TECHNICAL INFORMATION"** means any and all inventions, discoveries, data, information, methods, techniques, technology and other results, whether or not patentable, which RCT owns: (a) arising from research programs, including tests, studies, or trials conducted by or on behalf of RCT and pertaining to the INVENTIONS; (b) specifically pertaining to the manufacture, formulation, or chemical synthesis of KNOW-HOW, or products based on the KNOW-HOW, or products the manufacture, use or sale of which would infringe the PATENT RIGHTS; and (c) any and all business or marketing data owned by RCT and specifically pertaining to the production or development of the INVENTIONS, the KNOW-HOW or the PATENT RIGHTS.

**"PATENT RIGHTS"** mean:

- U.S. Patent No. 6,024,957, issued February 15, 2000;
- U.S. Patent No. 6,099,838, issued August 8, 2000;
- U.S. Patent No. 6,106,834, issued August 22, 2000;
- U.S. Patent Application No. 335,865, filed June 17, 1999;
- Australian Patent No. 711,605, issued January 27, 2000;
- Canadian Patent Application No. 2,218,289, filed April 18, 1996;
- Canadian Patent Application No. 2,266,684, filed September 17, 1997;
- Japanese Patent Application No. 8-531834, filed April 18, 1996;
- Japanese Patent Application No. 10-514798, filed September 17, 1997;
- European Patent Application No. 96912775.2, filed April 18, 1996; and
- European Patent Application No. 97943316.6, filed September 17, 1997;

together with (a) all foreign counterparts claiming priority thereof; (b) all patent applications heretofore or hereafter filed in any country which claim (and only to the extent they claim) the INVENTIONS; (c) all patents that have issued or in the future issue from any of the foregoing applications, including without limitation utility, model and design patents, and certificates of invention; and (d) all divisionals, continuations,



continuations-in-part, reissues, renewals, extensions or additions to any such patents and patent applications.

**"THIRD-PARTY AGREEMENTS"** means those agreements identified in Exhibit A attached hereto.

**"ASSIGNEE"** means Alimmune, L.L.C., a Delaware limited liability company.

**"RCT"** means Research Corporation Technologies, Inc., 101 North Wilmot Road, Suite 600, Tucson, Arizona 85711-3365.

**"OPERATING AGREEMENT"** means the Operating Agreement of even date herewith among RCT, Abgenix, Inc., Victoria Harbour Investments, SRL, and Sibrand Poppema.

1. Subject to the terms of the OPERATING AGREEMENT, including without limitation Section 7.4.2 thereof, RCT hereby assigns and conveys to ASSIGNEE all RCT's right, title and interest in and to the INVENTIONS, KNOW-HOW and the TECHNICAL INFORMATION, free and clear of all liens and other encumbrances. RCT agrees that, as soon as practicable after ASSIGNEE's written request therefor, it shall deliver physical possession of the INVENTIONS, KNOW-HOW and TECHNICAL INFORMATION to ASSIGNEE, to the extent such is feasible. The INVENTIONS, KNOW-HOW and TECHNICAL INFORMATION are assigned and conveyed hereunder "AS IS."

2. RCT shall execute all further lawful documents and take further reasonable and lawful actions that ASSIGNEE deems reasonably necessary to fully protect ASSIGNEE's interest in the INVENTIONS, KNOW-HOW and TECHNICAL INFORMATION assigned hereunder. Without limitation, RCT shall execute assignments on an ongoing basis to ASSIGNEE of RCT's entire right, title and interest in any additional KNOW-HOW and TECHNICAL INFORMATION that RCT owns as of the date of this assignment, free and clear of all liens and other encumbrances.

3. If RCT acquires any right, title or interest in or to any inventions, biological materials, data or other information, whether or not patentable, pursuant to any THIRD-PARTY AGREEMENT (collectively, "Subsequent IP"), RCT shall promptly thereafter provide ASSIGNEE written notice of RCT's obtaining such right, title or interest in or to the Subsequent IP and concurrently therewith assign to ASSIGNEE RCT's right, title or interest in or to such Subsequent IP or, if RCT is unable or prohibited from assigning such right, title or interest, grant to ASSIGNEE a license (which shall be exclusive to the extent RCT is able to grant and ensure exclusivity) to use and practice such Subsequent IP.

4. RCT represents and warrants that, as of the date of this assignment, the INVENTIONS, KNOW-HOW and TECHNICAL INFORMATION constitute all the biological materials, data and other information owned by RCT or in which RCT has an interest relating specifically to the INVENTIONS or the treatment of human diseases by modulation of the ANTIGEN or its isoforms through the use of antibodies against the ANTIGEN or its isoforms. If RCT should become aware of any biological materials, data or other information that RCT owned, had an interest in or controlled as of the date of this assignment relating specifically to

the INVENTIONS or the treatment of human diseases by modulation of the ANTIGEN or its isoforms through the use of antibodies against the ANTIGEN or its isoforms that are not included in the INVENTIONS, KNOW-HOW or TECHNICAL INFORMATION, then RCT covenants that it shall promptly notify ASSIGNEE in writing of such fact and concurrently assign to ASSIGNEE RCT's interest in such biological materials, data or other information, and, if RCT owns such biological materials, data or other information, promptly deliver physical possession of such biological materials, data or other information to ASSIGNEE to the extent feasible.

5. RCT represents and warrants that: (a) to its knowledge, without further investigation, it is the sole and exclusive owner of all right, title and interest in the INVENTIONS and KNOW-HOW; and (b) it has not encumbered its rights, title and interest in the INVENTIONS, KNOW-HOW and TECHNICAL INFORMATION in that it has not granted to any third party: (i) any right or interest in or to the INVENTIONS, KNOW-HOW and TECHNICAL INFORMATION, including without limitation any right or interest by way of a security interest or mortgage or other such encumbrance; or (ii) any right or license to use or sell the INVENTIONS, KNOW-HOW or TECHNICAL INFORMATION, except for: (A) those rights (implied or express) granted to Abgenix, Inc. ("Abgenix") under that certain Research Agreement between RCT and Abgenix made effective December 17, 1999, and under that certain Research and Material Transfer Agreement between RCT and Abgenix made effective May 8, 1998; (B) those rights (implied or express) granted to the University of Groningen Faculty of Medical Sciences (the "University") under that certain Research Agreement among RCT, Abgenix, and the University made effective June 30, 1998; (C) any rights (implied or express) reserved by the inventors of the PATENT RIGHTS for research purposes under that certain Assignment Agreement among RCT and the inventors of the PATENT RIGHTS made effective April 3, 1996, and amended and restated effective January 1, 2000; and (D) any rights (implied or express) to receive, review, examine or use the KNOW-HOW or TECHNICAL INFORMATION granted to a third party under any one or more of the THIRD-PARTY AGREEMENTS. RCT further covenants and agrees that it has not, and will not, sign any documents that conflict with this assignment.

6. RCT represents and warrants that: (a) it has obtained all necessary assignments from Sibrand Poppema and Andrew Lazarovitz to vest in RCT all right, title and interest in the INVENTIONS and the KNOW-HOW held by such individuals; and (b) at the time of any assignment of any Subsequent IP pursuant to Paragraph 3 above, RCT shall have obtained all necessary assignment from the developer and/or inventors of such Subsequent IP.

Research Corporation Technologies, Inc.

Signature: \_\_\_\_\_

Gary M. Munsinger, President

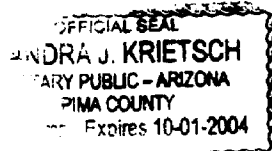
Date: January 26, 2001

STATE OF ARIZONA       )  
                                  ):ss.  
COUNTY OF PIMA       )

On this 26<sup>th</sup> day of January 2001, personally appeared before me the above-named, personally known to me and known by me to be the person described and who executed this General Indenture and Assignment of Know-How and Technical Information, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

Sandra J. Krietsch  
Notary Public

My Commissions Expires: 10-1-04



## EXHIBIT A

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