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FORM PTO-1595

(Rev. 6-93)

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

102494091

COMMERCE

Patent and Trademark Office

Resulm

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)
Albany Medical College*1-28-03*Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other: License Agreement (Assignment)

Execution Date: September 13, 2002

2. Name and address of receiving party(ies)

Name: Ordway Research Institute, Inc.

Internal Address:

Street Address: c/o 747 Pierce Road
Clifton Park, New York, 12065Additional 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. U.S. Patent Application No.(s)

60/331,841 filed 11/20/01

60/340,926 filed 12/07/01

(now U.S.A.N. 10/300,531, filed 11/20/02)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
Concerning document should be mailed:Name: Ivor R. Elrifi, Esquire
Address: MINTZ, LEVIN, COHN, FERRIS
GLOVSKY and POPEO, P.C.
One Financial Center
Boston, MA 021116. Total number of applications and patents involved: **[1]**

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

☒ Enclosed☐ The Commissioner is authorized to charge
the undersigned's Deposit Account.

8. Deposit Account No: 50-0311, Ref. No. 19705-009C

FINANCE SECTION

JAN 28 PM 3:10

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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.

Nicholas P. Triano III, Reg. No. 36,397

January 28, 2003

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **[5]**

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

Box Assignment

Commissioner of Patents and Trademarks

Washington, D.C. 20231

License Agreement

Know all men by these presents, that ALBANY MEDICAL COLLEGE (hereinafter "Licensor") for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, given by **ORDWAY RESEARCH INSTITUTE, INC.** (hereinafter "Licensee"), does hereby grant to Licensee the following rights related to the research identified in Schedule "A" hereto (the "Research"):

1. Licensor hereby grants to Licensee the exclusive, worldwide, right and license to use, copy, modify, distribute, make, have made, use, sell, export, and sublicense its rights in and to the following intangible assets utilized in the conduct of the Research, including:

a. all records, notes, correspondence, background documentation, know-how, files and other documents (whether in paper or electronic format) in the possession of the Licensor pertaining to the Research, subject only to the rights of the individual patients to the information therein;

b. all computer programs and other software, licenses thereof and rights thereto used exclusively in connection with the Research (excluding any such programs or rights used generally by Licensor or which are restricted as to transfer); and

c. any intellectual property rights or proprietary or confidential information of the Licensor pertaining to the Research, including without limitation, patents, copyrights, trade secrets, inventions, and know-how.

The above assets shall be hereafter referred to as the "Subject IP".

This Agreement shall be perpetual from the date hereof, provided, however, that this Agreement is made in accordance with and is subject to the terms and conditions of the Memorandum of Understanding dated June 25, 2002 and executed by both Licensor and Licensee.

It is understood and agreed that the rights granted herein are subject to the rights of the U.S. Government in and to the Subject IP pursuant to any funding agreement between the U.S. Government and Licensor, or any applicable law or regulation, and also subject to any rights retained or imposed with respect to any other (non-governmental) grant or funding agreement relating to the Subject IP. Licensor has fully disclosed to Licensee its information concerning the status of the Subject IP and that Licensor has not verified that any conditions or requirements to obtain or secure patent or other rights with respect to the Subject IP have been satisfied or completed. Licensee assumes the responsibility to take any and all actions required to satisfy any such requirements or conditions to secure the rights in the Subject IP and agrees to receive the Subject IP "as is" and without any representations or warranties of any kind.

In consideration for the above grant of rights, Licensee agrees as follows: Licensor shall be entitled to compensation in the amount equal to ninety percent (90%) of the Net Revenues (as defined below) received by Licensee for each and every application of the Subject IP, which consideration shall be paid from Net Royalties which are received by Licensee. "Net Revenues" shall be defined as the gross receipts, royalties, license or sublicense fees or other payments or consideration (including any non-monetary consideration valued at its fair market value) which Licensee receives as a result of any license, sublicense, or other agreements which it enters into for the development, marketing, sale, disposition or other activities with respect thereto which generate revenues or consideration with respect to the Subject IP, less the expenses of Licensee incurred in connection with the use, research or development of the Subject IP and any intellectual property incentive payments required to be made by Licensee to researchers (which intellectual property incentive payments shall be approved by Licensor; provided, however, that such approval will not be unreasonably withheld or denied if the payments are consistent with the intellectual property incentive policy

for Licensor in effect as of the date hereof). Licensor shall be responsible for making intellectual property incentive payments for the Research from its receipts hereunder, and such payments shall not be included in the calculation of Net Revenues. For purposes of calculating Net Revenues, expenses will be allocated to the researchers or programs to which such receipts relate and shall not be pooled or aggregated. Licensee agrees that it will diligently pursue the commercialization of the Subject IP, and that any transactions with respect to the development, testing, licensing, sublicensing, transfer or other realization with respect to the Subject IP shall be made for fair market value.

Licensee agrees to indemnify and hold Licensor and its officers, employees, and agents harmless from and against any and all claims, losses, demands, liabilities and expenses of any nature (including, without limitation, those for the death or injury to any person, or the damage to or destruction of any property and the costs of enforcing this indemnity) related to Licensee's exercise of the license rights granted hereunder.

Licensee, pursuant to its exclusive rights granted herein, grants to Licensor a perpetual, irrevocable, worldwide, non-exclusive, unrestricted right to use, copy, modify, distribute, make, or have made, any portion or all of the Subject IP for research and educational purposes.

This License Agreement is made under and shall be governed by the laws of the State of New York except to the extent preempted by federal laws.

In Witness Whereof, Licensor and Licensee have executed this instrument on this 13th day of September, 2002.

Licensor,
ALBANY MEDICAL COLLEGE

By: Vincent Verdile
Vincent Verdile, M.D., Dean

Licensee,
ORDWAY RESEARCH INSTITUTE, INC.

By: Paul J. Davis
Paul J. Davis, M.D., Director

STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

On the 16th day of September, in the year 2002, before me, the undersigned, a notary public in and for said state, personally appeared Vincent Verdile, M.D., the Dean of Albany Medical College, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Catherine Colasurdo
Notary Public

CATHERINE COLASURDO
Notary Public, State Of New York
Qualified In Albany County
Reg. No. 4822176
Commission Expires June 30, 20 06

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STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

On the 16th day of September, in the year 2002, before me, the undersigned, a notary public in and for said state, personally appeared Paul J. Davis, M.D., the Director of Ordway Institute, Inc., personally known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Catherine Colasurdo
Notary Public

CATHERINE COLASURDO
Notary Public, State Of New York
Qualified In Albany County
Reg. No. 4822178
Commission Expires June 30, 20 06

- Schedule A -

AFP-related peptides (Dr. Anderson)

Country	Title	Named Inventor(s)	Application Number	Patent No.	Filing Date
US	Screening and Imaging Breast Cancer with Alpha-Fetoprotein Peptides	Anderson, et al	--	Not yet filed	--
US	Breast Cancer Imaging Agents	Anderson, et al	--	Not yet filed	--
US	Alpha-Fetoproteins and Uses Thereof	Anderson, et al	60/208,614	Completed	6/1/00
US	Alpha-Fetoproteins and Uses Thereof	Anderson, et al	09/872,623	pending	6/1/01
WO	Alpha-Fetoproteins and Uses Thereof	Anderson, et al	PCT/US01/17748	pending	6/1/01
	Alpha-Fetoproteins and Uses Thereof	Anderson, et al	60/331,841	pending	11/20/01
US	Alpha-Fetoproteins and Uses Thereof	Anderson, et al	60/340,926	pending	12/7/01

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RECORDED: 07/07/2003

PATENT
REEL: 014246 FRAME: 0605