

08-12-2003

Form **PTO-1595** (Rev. 10/02)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Tab settings		
William Willia	Name and address of receiving party(ies)	
Name of conveying party(ies): Milcho S. Mincheff	Name: DNAvax, Incorporated	
Serguei Zoubak		
Dimitri Loukinov	Internal Address: ^{n/a}	
Additional name(s) of conveying party(ies) attached? Yes V		
3. Nature of conveyance:		
✓ Assignment Merger	Street Address: 12111 Parklawn Drive	
Security Agreement Change of Name	Street Address: 121111 arkitawi Biro	
Other		
	City: Rockville State: MD Zip: 20852-1874	
6/25/03 Execution Date:		
	Additional name(s) & address(es) attached? Yes _✓ No	
4. Application number(s) or patent number(s):		
	cation, the execution date of the application is:	
A. Patent Application No.(s)	B. Patent No.(s)	
	US 6, 387,888	
Additional numbers attached? Yes ✓ No		
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:	
Name: Harold T. Meryman, MD	7. Total fee (37 CFR 3.41)\$\\\\40.00	
1.	✓ Enclosed	
Internal Address:		
	Authorized to be charged to deposit account	
	Deposit account number:	
Street Address: 12111 Parklawn Drive	beposit account number.	
Street Address:		
	OF 2	
City: Rockville State: MD Zip: 20852-1784	OFFICE 2003 A FINA	
DO NOT USE THIS SPACE		
9. Signature.	E CE C	
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Mary St.J. Douglas	7/21/03 7	
Name of Persen Signing	Signature Date S	
	er sheet, attachments, and documents:	

08/11/2003 ECDOPER 00000160 6387888

Mandocuments to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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AGREEMENT FOR ASSIGNMENT OF INTELLECTUAL PROPERTY

This Agreement is made between the ASSIGNOR Parties, hereinafter collectively referred to as ASSIGNORS,

Milcho S. Mincheff, M.D., Ph.D., whose post office address is 18612 Bay Leaf Way, Germantown, Maryland 20855, ASSIGNOR, and

Serguei Zoubak, Ph.D., whose post office address is 18106 Coachman's Road, Germantown, Maryland 20874, ASSIGNOR, and

Dimitri Loukinov, Ph.D., whose post office address is 1912 Wheat Field Drive, Germantown, Maryland 20876, ASSIGNOR.

and

DNAvax, Incorporated, a Maryland Corporation doing business in Maryland whose post office address is 12111 Rockville Pike, Rockville, Maryland 20852, ASSIGNEE.

The Intellectual Property is:

U.S. patent Number 6,387,888, Immunotherapy of Cancer through Expression of Truncated Tumor-Associated Antigen,

U.S. Patent Application Serial Number 09/704,232, Methods and Compositions for Inducing Cell-Mediated Immune Responses, filed November 1, 2000;

Whereas the ASSIGNORS own one hundred percent (100 %) of the Intellectual Property previously assigned by separate documents recorded at the Patent and Trademark Office at Reel/Frame 9729/0589 and at Reel/Frame 011708/0957, and

Whereas the ASSIGNEE is desirous of acquiring 100% of the Intellectual Property owned by the ASSIGNORS,

Therefore, the Parties agree as follows:

1. Assignment:

The said ASSIGNORS, by these presents do sell, assign and transfer unto to said ASSIGNEE the entire right, entire title and entire interest in the said invention owned by the said ASSIGNORS and the entire right, entire title and entire interest in any and all

patent applications, including utility patent applications, and Letters Patent which may be granted in the United States or any foreign country, including those based on any corresponding foreign applications and including those based on any provisional, divisional, continuing, substitute or reissue application owned by the ASSIGNORS; The one hundred percent (100%) of the entire right, the entire title and the entire interest which is owned by the ASSIGNORS to be distributed to the ASSIGNEE.

2. Consideration:

In consideration for the assignment of all of the right, title and interest owned by the ASSIGNORS, ASSIGNEE agrees to pay ASSIGNORS the sum of one dollar (\$1.00) and other good and valuable consideration at the time of execution of this instrument.

3. Termination:

This agreement shall terminate on the day of the expiration of the last to expire patent associated with this Intellectual Property.

4. Miscellaneous:

County of Moutgumtry

Each Party shall act in good faith and shall not take any action which hinders the rights of the other Parties. The provisions of this Agreement shall be binding upon the heirs, executors, administrators, successor and assigns of the Parties. If any term, provision, covenant or condition of this Agreement is held to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. This Agreement constitutes the entire understanding between the Parties and can only be modified by the written agreement of the Parties. This Agreement shall be governed by the laws of the State of Maryland.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT

UNDERSTAND THIS AGREEMENT	
Executed this 19 day of January, 2003, at	Lorsenlle, UD
Milcho S. Mincheff, M.D., Ph.D.	
Milcho S. Mincheff, M.D., Ph.D.	
State of MARYLAND	

Before me personally appeared said Milcho S. Mincheff and acknowledged the foregoing instrument to be his free act and deed this 19 day of January 2003.

MELISSA DUNAWAY Notary Public, State of Maryland My Commission Expires Aug. 22, 2006

My Commission Expires Serguei Zoubak, Ph.D. State of MARYLAND County of Mult grante Before me personally appeared said Serguei Zoubak and acknowledged the foregoing instrument to be his free act and deed this ______ day of January 2003. line MELISSA DUNAWAY Notary Public, State of Maryland 100130 My CEOMMISSISH EXPIRES oukinov, Ph.D. anylan State of County of Before me personally appeared said Dimitri Loukinov and acknowledged the foregoing instrument to be his free act and deed this 25 day of January 2003. Marne L-S Hornbiower, President DNAvax, Incorporated County of & Before me personally appeared said Marne L-S Hornblower and acknowledged the foregoing instrument to be her free act and deed this 25 day of January 2003.

Notary Public

RECORDED: 08/08/2003

My Commission Expires