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| <p>1. Name of conveying party(ies): Raggio-Italgene, S.p.A. Additional name(s) of conveying party(ies) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies): Thomas Jefferson University 1020 Walnut Street Philadelphia, Pennsylvania 19107 United States of America Additional name(s) & addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____ Execution Date: <u>May 5, 1997</u></p> | |

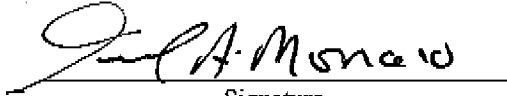
4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is _____

| | |
|--|-------------------------|
| <p>A. Patent Application No.(s) 09/441,242</p> | <p>B. Patent No.(s)</p> |
| <p>Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | |

| | |
|--|---|
| <p>5. Name and address of party to whom correspondence concerning document should be mailed: DANIEL A. MONACO Drinker Biddle & Reath LLP One Logan Square 18th & Cherry Streets Philadelphia, PA 19103-6996 Attorney Docket No. <u>08321-0210D1</u></p> | <p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> authorized to be charged to deposit account</p> <p>8. Deposit Account Number: <u>50-0573</u></p> |
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9. 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.

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| <p>DANIEL A. MONACO Name of Person Signing</p> |  Signature | <p><u>June 23, 2004</u> Date</p> |
| <p>Total number of pages including cover sheet, attachments, and document: <u>3</u></p> | | |

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Fax: 215-923-5835

April 11, 1997

CONFIDENTIAL

Giovanni Cozzone, CEO
Italgene Srl.
Via Delle Antille 29
00040, Pomezia,
Roma, Italy

Re: License Agreement dated July 1, 1994 between Thomas Jefferson University and Raggio-Italgene, S.p.A. ("the PSA License")

License Agreement dated February 1, 1995 between Thomas Jefferson University and Raggio-Italgene, S.p.A. ("the TCL-1 License")

Dear Dr. Cozzone:

This letter is to confirm our understandings and constitute an agreement with regard to the above two License Agreements between Thomas Jefferson University ("TJU") and Raggio-Italgene, S.p.A. ("ITALGENE"). This letter, once signed by you, will supercede these two License Agreements.

1. The TCL-1 License and all rights granted to Italgene thereunder are hereby terminated.
2. ITALGENE hereby assigns all of ITALGENE's interest in U.S. Patent Application Serial No. 08/330,272 filed October 27, 1994, entitled "TCL-1 Gene and Protein and Related Methods and Compositions", and any divisions, continuations, continuations-in-part, or foreign counterparts thereof, or any Letters Patent issuing thereon or reissue, extension or reexamination thereof ("Patent Rights") to TJU. ITALGENE agrees to promptly, upon request from TJU, execute all instruments, agreements, and documents necessary or appropriate to perfect TJU's interest in such Patent Rights, including Assignment documents for filing in the U.S. Patent and Trademark Office and foreign patent offices. TJU shall have the exclusive worldwide right to practice Patent Rights, including the right to grant licenses thereunder. ITALGENE represents and warrants that (a) this Agreement has received all necessary corporate approvals and, when executed and delivered by ITALGENE, will be the legal, valid and binding obligation of ITALGENE, and does not violate any laws or agreements; (b) except for TJU's joint ownership interest, ITALGENE is the owner of all right, title and interest in and to the Patent Rights and has not granted rights in or

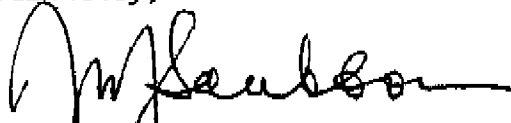
to the Patent Rights to any person or entity other than TJU; and (c) there are no claims whatsoever pending against ITALGENE regarding the Patent Rights.

3. TJU hereby waives the \$25,000 in license fees currently due from ITALGENE under the PSA License, which was terminated on October 23, 1996.

4. ITALGENE agrees to pay \$3,158.29 in patent expenses currently due under the PSA License to the law firm of Woodcock Washburn Kurtz Mackiewicz and Norris within sixty (60) days after signing this letter.

If the above terms are acceptable to ITALGENE, please sign both original counterparts of this letter and return one to me.

Sincerely,



Jussi J. Saukkonen, M.D.
Dean, College of Graduate Studies &
Vice President for Scientific Affairs, Technology
Development and International Affairs

AGREED FOR ITALGENE:

 5/12/97
Giovanni Cozzone Date
President and CEO