

DOCKET NO. C1039.70048US10

# **RECORDATION FORM COVER SHEET PATENTS ONLY**

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

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):  
**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 - Agreement

Execution Date: **October 30, 1998**

2. Name and address of receiving party(ies)

Name: **CpG ImmunoPharmaceuticals, Inc.**

Internal Address:

Street Address: **55 William Street  
Wellesley, MA 02481**

Additional name(s) & addresses(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s): **10/894,862**

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)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Alan W. Steele, M.D., Ph.D.  
Reg. No. 45,128**  
Address: **Wolf, Greenfield & Sacks, P.C.  
Federal Reserve Plaza  
600 Atlantic Avenue  
Boston, MA 02210**

6. Total number of applications and patents involved: **[1]**

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

☐ Enclosed

☒ Authorized to be charged to deposit account

The Commissioner is authorized to charge any  
deficiencies in the enclosed payment to:

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.*

**Alan W. Steele, M.D., Ph.D.**

Name of Person Signing

Signature

**September 28, 2004**

Date

Total number of pages including cover sheet, attachments, and document: **[2]**

Mail documents to be recorded with required cover sheet information to (modify as appropriate):

**Mail Stop Assignment Recordation Services  
Director - U.S. Patent and Trademark Office  
PO Box 1450, Alexandria, VA 22313-1450**

ANG-14-00 MON 08:33 PM COLEY PHARMACEUTICAL GRP FAX NO. 3

P. 02

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



October 30, 1998

Alfred D. Steinberg, M.D.  
8814 Belis 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 V. Bratzler, Ph.D.  
President and Chief Executive Officer

Agreed to and Acknowledged by:

Alfred D. Steinberg, M.D.

RECORDED: 09/28/2004

PATENT  
REEL: 015194 FRAME: 0033