

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Donald F. Hunt</td> <td>12/14/2004</td> </tr> <tr> <td>Victor H. Engelhard</td> <td>12/17/2004</td> </tr> </tbody> </table>		Name	Execution Date	Donald F. Hunt	12/14/2004	Victor H. Engelhard	12/17/2004
Name	Execution Date						
Donald F. Hunt	12/14/2004						
Victor H. Engelhard	12/17/2004						
RECEIVING PARTY DATA							
Name:	University of Virginia						
Street Address:	314 Madison Hall						
Internal Address:	UVA Box 400301						
City:	Charlottesville						
State/Country:	VIRGINIA						
Postal Code:	22904						
PROPERTY NUMBERS Total: 2							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>09489760</td> </tr> <tr> <td>Application Number:</td> <td>10623176</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	09489760	Application Number:	10623176
Property Type	Number						
Application Number:	09489760						
Application Number:	10623176						
CORRESPONDENCE DATA							
Fax Number:	(434)924-2493						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	434-924-2175						
Email:	sueann@uvapf.org						
Correspondent Name:	University of Virginia Patent Foundation						
Address Line 1:	1224 West Main Street, Suite 1-110						
Address Line 4:	Charlottesville, VIRGINIA 22903						
NAME OF SUBMITTER:	Rodney L. Sparks						
Total Attachments: 3 source=Ass scan#page1.tif source=Ass scan#page2.tif source=Ass scan#page3.tif							

CH \$80.00 09489760

PATENT

500015162

REEL: 015467 FRAME: 0675

ASSIGNMENT

WHEREAS, we, **Donald F. Hunt** and **Victor H. Engelhard** (the "Assignors"), have made an invention described in European Patent Application Serial No. 97202303.0 filed July 23, 1997; International Patent Application No. PCT/NL98/00424 filed July 23, 1998; U.S. Patent Application Serial No. 09/489,760 filed January 21, 2000 entitled "The HA-1 Antigen"; and U.S. Patent Application Serial No. 10/623,176 filed July 18, 2003 entitled "HA-1 Epitopes and Uses Thereof"; and any subsequent patent applications claiming priority thereto; and

WHEREAS, the **University of Virginia**, 314 Madison Hall, P.O. Box 400301, Charlottesville, Virginia 22904-4301 (the "Assignee"), is desirous of acquiring the entire right, title and interest in and to the aforesaid invention, including any tangible materials embodied in or encompassed by the invention and any trade secrets pertaining to the invention, and any improvements thereon, (the "Invention") and in and to said applications for Letters Patent thereon in the United States, its territories and possessions ("United States") and all foreign countries, including rights to claim priority, to any provisional applications, and in and to any Letters Patent of the United States or any foreign country which may be granted therefor, including any and all reissues, divisions, continuations, continuations-in-part, renewals, substitutes or extensions thereof (the "Rights");

NOW, THEREFORE, 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, Assignors have sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, the entire right, title and interest in and to the aforesaid Invention and Rights, except that Assignee hereby grants back to the Assignors a royalty free non-transferrable license to make and use the Invention under the Rights for educational and research purposes, only. The aforesaid assignment includes the right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignors if this sale and assignment had not been made;

AND Assignors hereby authorize and request the appropriate governmental officials to issue any and all such United States or foreign Letters Patent under said invention, or resulting from any of said applications thereof, to the Assignee, as the assignee of the entire right, title and interest in and to the same;

AND Assignors hereby represent, warrant and covenant that they have the full right to convey the entire interest herein assigned, that they have not executed and will not

execute any instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

AND Assignors further covenant and agree that Assignors will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for said Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in said Assignee, its successors and assigns the entire right, title and interest in and to said Invention and Rights hereby sold, assigned, transferred and conveyed, and that Assignors will sign any applications for reissue, division, continuation, continuation-in-part, renewal, substitute or extension of said application for Letters Patent or any resulting Letters Patent;

AND Assignors further covenant and agree that Assignors will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid invention known to it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

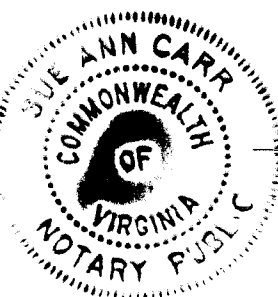
IN WITNESS WHEREOF, Assignors have hereunto set their hands and seals.

Signature of Inventor / Date of Execution: Donald F. Hunt
Inventor's Name: Donald F. Hunt, U.S. Citizen
Inventor's Resident Address: 970 Old Ballard Road
Charlottesville, VA 22901

Place of Execution: City of Charlottesville, Virginia

COUNTY OF ALBEMARLE /)
~~CITY OF CHARLOTTESVILLE~~) SS:
COMMONWEALTH OF VIRGINIA)

On this 14th day of December, 2004, before me, a Notary Public in and for the County or City aforesaid in the Commonwealth of Virginia, personally appeared Donald F. Hunt, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be of his free act and deed for the uses and purposes therein set forth.



Sue Ann Carr [signature, please print name below]
Sue Ann Carr, Notary Public, my commission expires on 3/31/08

Signature of Inventor / Date of Execution: Victor H. Engelhard 12/17/2004
 Inventor's Name: Victor H. Engelhard, U.S. Citizen
 Inventor's Resident Address: 3656 Pinemeadow Way
 Crozet, VA 22932

Place of Execution: City of Charlottesville, Virginia

COUNTY OF ALBEMARLE /)
~~CITY OF CHARLOTTESVILLE~~) SS:
 COMMONWEALTH OF VIRGINIA)

On this 17th day of December 2004, before me, a Notary Public in and for the County or City aforesaid in the Commonwealth of Virginia, personally appeared Victor H. Engelhard, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be of his free act and deed for the uses and purposes therein set forth.

Sue Ann Carr [signature, please print name below]

Sue Ann Carr, Notary Public, my commission expires on 3/31/2008

