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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Influx, Inc.
2201 West Campbell Park Drive
Suite 116
Chicago, IL 60612Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

12/22/2003

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Protez Pharmaceuticals Inc.

Internal Address: _____

Street Address: 30 Spring Mill Drive

City: Malvern State: PA Zip: 19355

Additional name(s) & address(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. Patent Application No.(s) See List A

B. Patent No.(s) See List B

Additional numbers attached? ☒ Yes ☐ No

60110841

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

Name: Kathleen W. Geiger

Internal Address: Hercules Plaza, 6th Floor

Street Address: 1313 N. Market Street

City: Wilmington State: DE Zip: 19801

6. Total number of applications and patents involved: 10

7. Total fee (37 CFR 3.41).....\$ 400.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

501447

DO NOT USE THIS SPACE

9. Signature.

Kathleen W. Geiger

Name of Person Signing

Signature

August 25, 2004

Date

Total number of pages including cover sheet, attachments and documents: 11

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

09/02/2004 6TUN11 00000060 501447 60110841

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PATENT
REEL: 015740 FRAME: 0623

**RECORDATION FORM COVER SHEET
PATENTS ONLY
INFLUX ASSIGNMENT TO PROTEZ PHARMACEUTICALS AND THE BOARD OF
TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

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Additional Name of Receiving Party (ies)

The Board of Trustees of the University of Illinois
1737 West Polk Street
AOB 310
Chicago, IL 60612-7227

**INFLUX ASSIGNMENT TO PROTEZ PHARMACEUTICALS AND THE BOARD OF
TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

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List A

<u>Patent Application No.</u>	<u>Filing Date</u>
09/816,761	March 23, 2001
10/008,375	November 2, 2001
10/106,839	March 26, 2002
60/110,841	December 4, 1998
60/191,879	March 23, 2000
60/245,548	November 2, 2000
60/424,938	
60/456,781	March 21, 2003

**INFLUX ASSIGNMENT TO PROTEZ PHARMACEUTICALS AND THE BOARD OF
TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

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List B

<u>Patent No.</u>	<u>Grant Date</u>
6,326,391	December 4, 2001
6,362,229	March 26, 2002

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the "AGREEMENT"), dated and effective as of the 22nd day of December, 2003 (the "Effective Date"), by and between Influx, Inc., a Delaware corporation having its principal place of business at Suite 116, 2201 West Campbell Park Drive, Chicago, ILL 60612 (hereinafter referred to as "ASSIGNOR"), and Protez Pharmaceuticals Inc., a Delaware corporation having its principal place of business located at 30 Spring Mill Drive, Malvern, PA 19355 (hereinafter referred to as "PROTEZ") and The Board of Trustees of The University of Illinois, having an address at 1737 West Polk Street, AOB 310, Chicago, Illinois 60612-7227 (hereinafter referred to as "UIC"). PROTEZ and UIC are hereinafter collectively referred to as the "ASSIGNEES").

W I T N E S S E T H:

WHEREAS, ASSIGNOR and PROTEZ have entered into an Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement") pursuant to which PROTEZ is acquiring all of the assets of ASSIGNOR, including Assignor's Intellectual Property (as defined in the Asset Purchase Agreement);

WHEREAS, ASSIGNOR acknowledges that UIC has certain ownership interests in the Intellectual Property including the Patents (as defined below), arising under an Exclusive License Agreement between UIC and Influx, Inc. dated as of December 29, 2000, as amended;

WHEREAS, in addition to reflecting ASSIGNOR'S assignment of its rights in the Intellectual Property including the Patents to PROTEZ in connection with the transactions under the Asset Purchase Agreement, ASSIGNOR and ASSIGNEES wish to reflect via this Agreement that UIC has certain ownership interests in the Intellectual Property including the Patents;

WHEREAS, ASSIGNOR desires to transfer and ASSIGNEES desire to obtain ASSIGNOR'S interests in the Intellectual Property including the Patents;

WHEREAS, ASSIGNOR acknowledges that ASSIGNEES desire to claim ownership of ASSIGNOR'S interests in the Intellectual Property disclosed by ASSIGNOR including all Patent(s) and Confidential Information (as defined in the Asset Purchase Agreement) arising from and related to such Patent(s); and

WHEREAS, all terms herein that are initially capitalized but not defined, are used as defined in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and other adequate and valuable consideration as is acknowledged by ASSIGNOR and ASSIGNEES, the parties agree as follows:

1. Definitions

For purposes of this AGREEMENT, the following term is described as set forth below:

- (a) "Patent(s)", as used herein, means all patents and patent applications and all patent applications hereafter filed, including any parents, continuations, continuations-in-part, divisions, provisionals or any substitute applications, non-provisional applications, nationalization filings, any patent issued with respect to any such applications, any reissue, reexamination, renewal or extension (including any supplemental patent certificate) of any such patent, any confirmation patent or registration patent or patent of addition based on any such patent, any subsequent filings in any country or jurisdiction claiming priority therefrom, all foreign counterparts of any of the foregoing, and all applications for any of the foregoing which are in the process of being prepared, in each case owned, controlled, used or licensed by Assignor or held for use by any Affiliate of Assignor in connection with the conduct of the Business, including as set forth on Appendix A attached hereto.

2. Transfer of Rights

ASSIGNOR, hereby sells, assigns, transfers and conveys unto ASSIGNEES, to be held and enjoyed by ASSIGNEES, their respective successors, assignees and nominees, all of ASSIGNOR'S rights, title and interest in and to the Patent(s) and Confidential Information as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment not been made, including the right to sue for past and future infringements and to keep all recoveries obtained therefrom.

3. Cooperation Between the Parties

3.1 ASSIGNOR will cooperate fully in executing the appropriate documents provided by ASSIGNEES to complete the formalities for perfecting the assignment and recording of the Patent(s). Said documents will include, but not be limited to: powers of attorney and assignments from inventors. All costs associated with preparing and recording assignments, including all legalization and notarization costs, shall be borne by PROTEZ. .

3.2 ASSIGNOR agrees to cooperate and give assistance to ASSIGNEES should ASSIGNEES or ASSIGNEE'S successors need to prove ownership of Patent(s) to defend their rights in this respect against third parties.

3.3 ASSIGNOR agrees to perform all reasonable acts and provide all available information necessary to enable ASSIGNEES to defend, record and enforce the Patent(s) and ASSIGNEES' rights and title therein, subject to ASSIGNEES' obligations to pay all reasonable costs and expenses associated therewith.

3.4 ASSIGNOR agrees to provide reasonable assistance in transferring to ASSIGNEES the Confidential Information assigned under this AGREEMENT.

4. Transfer of Files

4.1 ASSIGNOR will prepare all of the Patent files and any associated Confidential Information and transfer physical possession to PROTEZ in accordance with Section 6.3 of the Asset Purchase Agreement at the location requested by PROTEZ and at the expense of PROTEZ as soon as feasible and in any event no later than 1 (one) month after the transitional period has lapsed. Upon such physical transfer, ASSIGNOR shall no longer be responsible for further actions or payment of fees in respect thereof. Prior to the physical transfer of the files, ASSIGNOR will, to the extent feasible, provide information relating to the Patent(s) in the