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10-18-2004

FLH Ref. No.: 574313-3161.5

10/8/04



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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commission.

102861777

ached original documents or copy thereof.

1. Name of conveying party(ies)

Sheena May Loosmore
Jean-Christophe Francis Audonnet
Jules Maarten Minke

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: MERAL LIMITED, a company limited by shares
registered in England and Wales (Registration Number
3332751) with a registered office at P.O. Box 327,
Sandringham House, Sandringham Avenue, Harlow
business Park, Harlow Essex CM19 5TG, England, and
domesticated in Delaware, USA as MERAL LLC, with
a place of business at 3239 Satellite Blvd., Duluth, GA
30096-4640

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

3. Nature of conveyance:

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

Execution Date(s): 01/27/04, 01/23/04, 01/24/04

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) 10/714,781 filed November 17, 2003

Additional numbers attached? ☐ Yes ☒ No

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

Name: Thomas J. Kowalski
Internal Address: FROMMER LAWRENCE & HAUG LLP
Street Address: 745 FIFTH AVENUE
City: NEW YORK State: N.Y. Zip: 10151

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 50-0320

8. Deposit account number: 50-0320

(Attach duplicate copy of this page if paying by deposit account)

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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.

Thomas J. Kowalski, Reg. No. 32,147
Angela M. Collison, Reg. No. 51,107

Name of Person Signing

Thomas J. Kowalski
Signature

October 8, 2004

Date

Total number of pages including cover sheet,
attachments, and document: 6

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PATENT
REEL: 015881 FRAME: 0238

Frommer Lawrence & Haug LLP

File No.: 454313-3161.5

Serial No.: 10174, 781

Filing Date: NOVEMBER 17, 2003

ASSIGNMENT

We, Sheena May LOOSMORE, Jean-Christophe Francis Audonnet and Jules Maarten MINKE, who reside respectively at: 70 Crawford Rose Drive, Aurora, Ontario, L4G 4R4 CANADA; 119, Rue de Crequi, 69006 Lyon, France and 23 Avenue Moliere, 69960 Corbas, FRANCE; have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled: **RECOMBINANT VACCINE AGAINST WEST NILE VIRUS** and **MERIAL LIMITED**, a company limited by shares registered in England and Wales (Registration Number 3332751) with a registered office at P.O. Box 327, Sandringham House, Sandringham Avenue, Harlow business Park, Harlow Essex CM19 5TG, England, and domesticated in Delaware, USA as **MERIAL LLC**, with a place of business at 3239 Satellite Blvd., Duluth, GA 30096-4640, and which, together with its successors and assigns is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs and legal representatives, as well as ourselves to do, upon Assignee's request and at its expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us or our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs or legal representatives and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

January 27, 2004
Date of Signature

Sheena May Loosmore
Signature: Sheena May LOOSMORE

Date of Signature

Signature: Jean-Christophe Francis Audonnet

Date of Signature

Signature: Jules Maarten MINKE

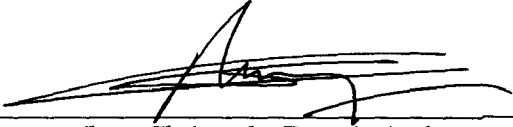
5. Bind our heirs and legal representatives, as well as ourselves to do, upon Assignee's request and at its expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us or our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs or legal representatives and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

Date of Signature

JANUARY 23, 2004

Date of Signature

Signature: Sheena May LOOSMORE



Signature: Jean-Christophe Francis Audonnet

Date of Signature

Signature: Jules Maarten MINKE

5. Bind our heirs and legal representatives, as well as ourselves to do, upon Assignee's request and at its expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us or our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs or legal representatives and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

Date of Signature

Signature: Sheena May LOOSMORE

Date of Signature

Signature: Jean-Christophe Francis Audonnet

24 January 2004
Date of Signature



Signature: Jules Maarten MINKE