DOCKET NO.: C1039.70048US18

PATEN FORM PTO-1595 U.S. (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)	ORM COVER SHEET ITS ONLY  DEPARTMENT OF COMMERCE Patent and Trademark Office
To the Commissioner for Patents : Please reco	ord 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 [X] No  3. Nature of conveyance:  [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other  Execution Date: 10/30/1998	2. Name and address of receiving party(ies)  Name: CpG ImmunoPharmaceuticals, Inc.  Internal Address:  Street Address: 55 William Street, Suite 120  Wellesley, MA 02481  Additional name(s) & addresses(es) attached? [] Yes [X] No
5. Name and address of party to whom correspondence	cation, the execution date of the application is  B. Patent No.(s)  ttached? [] Yes [X] No  6. Total number of applications and patents involved; [1]
Concerning document should be mailed:  Name: Maria A. Trevisan, Reg. No.: 48,207 Address: Wolf, Greenfield & Sacks, P.C. 600 Atlantic Avenue Boston, MA 02210-2206	7. Total fee (37 CFR 3.41)  [ ] 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  3. Statement and signature To the best of my knowledge and belief, the foregoing imprue copy of the original document.  Maria A. Trevisan  Name of Person Signing  Signatur	formation is true and correct and any attached copy is a
Total number of pages including cover si	Deat attachments and decrease and

Mail documents to be recorded with required cover sheet information to (modify as appropriate); Assignment Recordation Services PO Box 1450, Alexandria, VA 22313-1450

> **PATENT REEL: 015891 FRAME: 0232**

MON 06:33 PM COLEY

RMACEUTICAL GRP

FAX NO.

P. G2

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



tak hipmosphanis entitles in

October 30, 1998

Alfred D. Steinberg, M.D. 8814 Bells 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 \$208.70 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.

Verydruly yours

Robert L. Bratzler, Ph.D.

President and Chief Executive Officer

Agreed to and Acknowledged by:

Alfred D. Steinberg, M.D.

RECORDED: 03/11/2005

PATENT REEL: 015891 FRAME: 0233