

Form PTO-1595

REC'D

COVER SHEET

U.S. Department of Commerce
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S. J. L. 04

11-05-2004



102875859

To the Honorable Commissioner of Patent

original documents or copy(ies) thereof

Address of receiving party(ies):

BAVARIAN NORDIC A/S

VED AMAGERBANEN 23
DK-2300 COPENHAGEN S
DENMARK

1. Name of conveying party(ies):
Paul HOWLEY
Karl HELLER
Ingmar RÄTHE

Additional name(s) of conveying party(ies) attached? No

3. Nature of conveyance:

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

Execution Date: 18 and 21 April 2004

Additional name(s) & address(es) attached? No

4. Application number(s) or patent number(s):

If this document is being filed with a new application, the execution date of the application is: 18 and 21 April 2004

A. Patent Application No(s).

US Phase of PCT/EP02/13434
Filed concurrently herewith

B: Patent No(s).

10496858

Additional numbers attached? No

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

The Firm of Karl F. Ross P.C.
Customer Number 000535
5676 Riverdale Avenue Box 900
Riverdale (Bronx), NY 10471-0900

Tel: (718) 884-6600

6. Total number of applications and patents involved:

1

7. Total fee (37CFR3.41) \$40

- Check enclosed
- Charge to deposit account
- Charge to credit card (PTO-2038 attached)

8. Charge any deficiency to Deposit account:
18-2025

06/07/2004 GFREY1 00000015 10496858

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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.

Herbert Dubno Reg. No. 19,752

26 May 2004

Total number of pages including cover sheet, attachments, and document: 4

ASSIGNMENT

In Consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned,

Paul HOWLEY, 60 Rose Avenue, Glen Waverly, VIC 3140 Australia;

Karl HELLER, Münchnerstrasse 111b, D-85774 Unterföhring, Germany; and

Ingmar RÄTHE, Wandletstrasse 6, D-80805 Munich, Germany

hereby sell, assign and transfer to

BAVARIAN NORDIC A/S

a joint stock company of Denmark having a place of business at

Ved Amagerbanen 23

DK-2300 Copenhagen S

Denmark

its successors, assigns, and legal representatives, our entire right title and interest for the United States ~~and all foreign countries~~, in and to the improvements disclosed in the application for United States Letters Patent which has been executed by the undersigned concurrently herewith as the US national phase of PCT application PCT/EP02/13434 filed 28 November 2002 and which is entitled

POXVIRUS CONTAINING FORMULATIONS AND PROCESS FOR PREPARING STABLE, POXVIRUS CONTAINING COMPOSITIONS

and in and to the application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on the improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on the improvements.

We agree that the Assignee may apply for and receive Letters Patent for the improvements in its own name; and that, when requested, without charge to but at the expense of the Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all rightful Oaths, Assignments, Powers of Attorney, and other papers; communicate to the Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to the improvements and the history thereof; and generally do everything possible which the Assignee, its successors, assigns, or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for the improvements and for vesting title to the improvements and all applications for patents and all patents on the improvements in the Assignee, its successors, assigns, and legal representatives; and

We covenant with the Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey same as herein expressed is possessed by the undersigned.

☒ Date: 18/4/04

Paul Howley
Paul HOWLEY

☒ Date: _____

Karl HELLER

☒ Date: _____

Ingmar RÄTHE

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✍ Date: _____

Paul HOWLEY

✍ Date: 21-04-04



Karl HELLER

✍ Date: _____

Ingmar RÄTHE

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Date: _____

Paul HOWLEY

Date: _____

Karl HELLER

Date: 21-Apr-2004

Ingmar RÄTHER

PATENT

RECORDED: 05/26/2004

REEL: 015946 FRAME: 0686