



11-16-2004

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)

DEPARTMENT OF COMMERCE
Trademark Office



RECORDATION FORM
PATENTS ONLY 102881692

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

11-10-04

1. Name of conveying party(ies)/Execution Date(s):
 Shui-on Leung (aka Shawn Leung)
 Execution Date(s) 6/14/91
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Immunomedics, Inc
 Internal Address: _____
 Street Address: 300 American Road
 City: Morris Plains
 State: NJ
 Country: USA Zip: 07950
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Obligation to assign

4. Application or patent number(s): This document is being filed together with a new application.
 A. Patent Application No.(s)
09/892,613
PCT/US02/18512
 Additional numbers attached? Yes No

B. Patent No.(s)

5. Name and address to whom correspondence concerning document should be mailed:
 Name: Paul M. Booth
 Internal Address: Heller Ehrman White
& McAuliffe LLP
 Street Address: 1666 K St, NW
 City: Washington
 State: DC Zip: 20006
 Phone Number: 202 912 2000
 Fax Number: 202 912 2020
 Email Address: pbooth@hewitt.com

6. Total number of applications and patents involved: 2
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
 a. Credit Card Last 4 Numbers _____
 Expiration Date _____
 b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: [Signature] November 8, 2004
 Signature Date

Paul M. Booth, Reg. No. 40,244 Total number of pages including cover sheet, attachments, and documents: 6
 Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

11/15/2004 6TON11 00000083 09892613
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PATENT
REEL: 015977 FRAME: 0165

November 9, 2004



Paul M. Booth
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Direct (202) 912-2197
Main (202) 912-2000
Fax (202) 912-2020

40923.0001

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Re: Recordation of Obligation to Assign Patent Application Nos. 09/892,613 and PCT/US02/18512

Dear Sir/Madam:

Please record the attached form and exhibit establishing an obligation to assign the captioned applications to Immunomedics, Inc. ("Immunomedics," or "the Company").

The attached "Confidentiality and Assignment Agreement" establishes that Dr. Shui-on Leung was obligated to assign to Immunomedics any patent application filed within one year of leaving his employment with the Company. See §§ 3(c); 4. Dr. Leung filed his U.S. patent application on June 27, 2001, within one year of ending his employment by Immunomedics on August 15, 2000. His PCT application claims priority to the provisional application and, accordingly, the invention claimed in that application also was made within one year of ending his employment by Immunomedics. Accordingly, Dr. Leung is obligated to assign ownership of both applications to Immunomedics. See § 3(f).

Yours sincerely,

Paul M. Booth

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11/9/04 2:27 PM (40923.0001)

Heller Ehrman White & McAuliffe LLP 1666 K Street, NW, Suite 300 Washington, D.C. 20006-1228 www.hewm.com

New York Washington, D.C. Madison, WI San Francisco Silicon Valley Los Angeles San Diego Seattle Portland Anchorage
Hong Kong Beijing Singapore Affiliated Offices: Milan Paris Rome

PATENT
REEL: 015977 FRAME: 0166

CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

Leung Shui-on
Employee's Last Name First Middle Initial

I, the undersigned, recognize the importance of protecting the Company's rights to its ideas, inventions, discoveries, trade secrets, confidential information, and good will, and recognize that execution of this Agreement and my assumption of the obligations set forth herein are express conditions of my employment. If this Agreement is not being executed in connection with my initial employment by the Company, it is intended to formalize in writing certain understandings and procedures which have been in effect since the time I was initially employed by the Company.

In consideration of my employment, continued employment, promotion, or increase in compensation by the Company, and the compensation paid to me by the Company from time to time, I hereby confirm my understanding and agreement as follows:

1. Definition. For the purpose of this Agreement, the "Company" means and includes Immunomedics, Inc. and all its existing, past, or future parents, subsidiaries, and other affiliates.

2. Covenant Not to Disclose.

a. I understand that my position with the Company creates a relationship of trust and confidence between me and the Company. I agree that I will not, at any time during or after the termination of my employment with the Company, communicate, disclose, or otherwise make available to any person or entity other than the Company (except and to the extent that such disclosure or use is necessary to carry out my duties as an employee of the Company), or use for my account or for the benefit of any other person or entity, any information or materials proprietary to the Company that relate to the Company's business or affairs which the Company regards as confidential, or which I should reasonably understand to be a confidential nature, including, but not limited to, trade secrets (in all and various stages of development) and related documentation and materials, processes, methods of operation, techniques, "know-how," marketing techniques and materials, marketing and development plans, customer lists and other customer information (including, without limitation, current prospects), price lists, pricing policies, personnel information, and financial information (collectively, "Proprietary Information").

Proprietary Information includes, without limitation, any and all information and materials, described in the immediately preceding paragraph, whether or not obtained by me with the knowledge and permission of the Company, whether or not developed, devised, or otherwise created in whole or in part by my efforts, and whether or not a matter of public knowledge unless as a result of authorized disclosure. I further agree that I will retain such knowledge

and information which I acquire and develop during my employment respecting such Proprietary Information in trust for the sole and exclusive benefit of the Company and its successors and assigns.

b. The provisions of this Paragraph shall apply to Proprietary Information obtained by the Company from any third party under an agreement that includes restrictions on disclosure known (or which reasonably should have been known) to me.

c. I acknowledge and agree that Proprietary Information is of incalculable value to the Company and that the Company would suffer irreparable damage if any Proprietary Information were improperly disclosed.

3. Inventions.

a. I agree that I will promptly disclose to the Company, all ideas, inventions, discoveries, and improvements (whether or not patentable or subject to copyright protection) which I make, originate, conceive, or reduce to practice during my employment with the Company and which relate directly or indirectly to the business of the Company or to work or investigations done for the Company (collectively, "Inventions"). All Inventions shall be the sole and exclusive property of the Company, and I hereby assign to the Company all rights therein, except as may otherwise be specifically agreed by the Company.

b. In order that the Company may protect its rights in the Inventions, I will make adequate written records of all Inventions, which records shall be the Company's property; and both during and after termination of my employment with the Company, I will, without charge to the Company but upon its request and at the Company's expense, sign all papers, including, without limitation, forms of assignment, and render any other proper assistance (including but not limited to the giving of testimony in support of my creation of the Inventions) necessary or desirable to transfer or record the transfer to the Company of my entire right, title, and interest in and to the Inventions, and for the Company to obtain, maintain, and enforce patents, copyrights, trade secrets, or other protections thereon or with respect thereto (as the case may be) throughout the world.

c. In the event that any Invention is described in a patent application or is disclosed to third parties by me, directly or indirectly, within one year after leaving the employ of the Company, it is to be presumed that the Invention was conceived or made during the period of my employment by the Company.

d. I have identified on Exhibit A attached hereto a complete list of all inventions or improvements which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment by the Company and which I desire to exclude from the operation of this Agreement. If there is no such list on Exhibit A, I represent that I have made no such inventions or improvements at the time of signing this Agreement.

e. The obligations contained in this Paragraph 3 shall continue beyond the termination of my employment with respect to Inventions conceived or made by me during the period of my employment.

f. By this Agreement, I irrevocably constitute and appoint the Company as my attorney-in-fact for the purpose of executing, in my name and on my behalf, such instruments or other documents as may be necessary to transfer, confirm, and perfect in the Company the rights I have granted to the Company in this Paragraph 3.

4. Covenant to Report; Documents and Tangible Property. I will promptly communicate and disclose to the Company all observations made and data obtained by me in the course of my employment by the Company. All written materials, records, documents, and other tangible property made by me or coming into my possession during my employment concerning the business or affairs of the company, including, but not limited to, any Inventions which are conceived or generated by me, shall be the sole property of the Company, and, upon the termination of my employment (or at such earlier time as the Company may request me to do so), I will promptly deliver the same to the Company or to any party designated by it, without retaining any copies, notes, or excerpts thereof. I agree to render to the Company, or to any party designated by it, such reports of the activities undertaken by me or conducted under my direction during my employment as the Company may request.

5. Governing Law. This Agreement and any disputes arising under or in connection with it shall be governed by the laws of the State of New Jersey.

6. Severability and Interpretation. In the event that any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions shall nonetheless be enforceable according to their terms and the parties will attempt to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the tenor of this Agreement and, upon so agreeing, shall incorporate such substitute provision in this Agreement. Further, if any provision of this Agreement is held by such a court to be invalid or unenforceable by virtue of its breadth or scope, the parties agree that the court making such determination shall have the power to reduce or limit such breadth or scope to the extent necessary to render the provision enforceable, and in its revised form said provision shall then be valid and enforceable.

7. Waiver. The Company's waiver or failure to enforce the terms of this Agreement or any similar agreement in any instance shall not constitute a waiver of its rights hereunder with respect to other violations of this or any other agreement.

8. Acquiescence in Injunction. I understand that if I violate this Agreement the Company will have no adequate remedy at law. The Company shall have the right, in addition to any other rights it may have, to obtain in any court of competent jurisdiction injunctive relief to restrain any breach or threatened breach of, or otherwise to specifically enforce, this Agreement.

9. No Conflicting Agreements. I represent and warrant to the Company that I am not subject to any restrictions on my ability to grant to the Company the rights referred to in this Agreement, and that I have not previously assumed any obligations inconsistent with those of this Agreement.

10. Enforceability, Entire Agreement, etc. The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action I may have against the Company whether predicted on this Agreement or otherwise. I acknowledge that this Agreement is not a contract of employment. This Agreement is intended to supersede all prior agreements and understandings between the Company and me relating to the subject matter hereof and to constitute the entire agreement between us with respect thereto.

11. Communications. All notices, authorizations, requests, reports, deliveries, consents, waivers, agreements and other communications required or permitted to be given hereunder (collectively, "Communications") shall be in writing and shall be delivered personally with receipt acknowledged or sent by telefax, overnight courier, or certified mail, postage prepaid, addressed to the other party at its address set forth in this agreement, (if to the Company to the attention of its Chief Executive Officer), or my address as shown on the Company's records, or to such other address as either party may thereafter specify by notice to the other. All Communications shall be deemed received on the date delivered personally, one business day after being sent by overnight courier, three business days after mailing (five business days if international) and upon written acknowledgment of the receipt of any telefax.

ACCEPTED AND AGREED TO:

IMMUNOMEDICS, INC.

By:

Amy Factor
Authorized Signature

6/20/91
Date

Shui-on Leung
Employee's Full Name

[Signature]
Employee's Signature

6.14.91
Date