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06-17-2005



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Form **PTO-1595**
OMB No. 0651-0027

REC

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
Attorney Docket No. **53893-5055CT1**

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

1. Name of conveying parties:

Gary H. Cohen
Roselyn J. Eisenberg
John Charles Whitbeck
Lydia Aldaz-Carroll
Bernard Moss
Shlomo Lustig
Christiana Fogg

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

3. Nature of Conveyance:

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

Execution date(s): **March 17 and 18, 2005**

2. Name and address of receiving party(ies):

Name: **THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA**

Street Address: 3160 Chestnut Street

City: Philadelphia State: PA Zip: 19104

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

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

Patent Application No.(s): 11/010,979, filed December 13, 2004

A. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

Kathryn Doyle
DRINKER BIDDLE & REATH LLP
One Logan Square
18th & Cherry Streets
Philadelphia, PA 19103

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

8. Deposit Account No. **50-0573**

DO NOT USE THIS SPACE

9. Signature

Darryl Pratcher
Name of Person Signing

Signature

June 9, 2005
Date

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

06/14/2005 HMEKONEN 00000048 11010979

02 FC:8021

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ASSIGNMENT

WHEREAS, We, **Gary H. Cohen**, residing at, 41 Woodcroft Road, Havertown, PA 19083, citizen of the United States of America; **Roselyn J. Eisenberg**, residing at, 123 Glenwood Road, Haddonfield, NJ 08033, citizen of the United States of America; **John Charles Whitbeck**, residing at, 419 Twickenham Road, Glenside, PA 19038, citizen of the United States of America; **Lydia Aldaz-Carroll**, residing at, 1717 Spruce Street., Apt. #1F, Philadelphia, PA 19103, citizen of Spain and Ireland; **Bernard Moss**, residing at 10301 Dickens Avenue, Bethesda, MD 20814, citizen of the United States of America; **Shlomo Lustig**, residing at 14 Shear-Yashuv Street, Ramat Gan 52 295, Israel, citizen of Israel; and **Christiana Fogg**, residing at 19600 White Saddle Drive, Germantown, MD 20874, citizen of the United State of America, hereinafter generally referred to as "ASSIGNORS," have invented a certain new and useful

**COMPOSITIONS, METHODS AND KITS RELATING
TO POXVIRUS SUBUNIT VACCINES**

for which we have executed a United States patent application, Application No.: 11/010,979
filed December 13, 2004, and

ASSIGNORS authorizes **ASSIGNEE** or **ASSIGNEE's** representative to insert the Application Number and Filing date of this application if they are unknown at the time of execution of this Assignment.

WHEREAS, **The Trustees of the University of Pennsylvania & National Health Institute**, a not-for profit corporation having a place of business at 3160 Chestnut Street – Suite 200, Philadelphia, PA 19104-6283, hereinafter generally referred to as "**ASSIGNEE**", is desirous of acquiring said invention and said patent application.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged and intending to be legally bound hereby, we, the undersigned **ASSIGNORS**, hereby agrees to sell, assign, transfer and convey and by these presents do sell, assign, transfer and convey unto the above-named **ASSIGNEE**, the whole and entire right, title and interest

in and to said invention as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent application and any and all related United States and foreign patent applications disclosing said invention, including provisionals, non-provisionals, divisions and continuations thereof, along with all rights of priority created by said patent application under any treaty relating thereto; and

in and to all United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof;

said invention, application(s) and patent(s) to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

_____	_____	(Seal)
Date	Gary H. Cohen	

_____	_____	(Seal)
Date	Roselyn J. Eisenberg	

_____	_____	(Seal)
Date	John Charles Whitbeck	

_____	_____	(Seal)
Date	Lydia Aldaz-Carroll	

<u>18th March 2005</u>	<u>Bernard Moss</u>	(Seal)
Date	Bernard Moss	

_____	_____	(Seal)
Date	Shlomo Lustig	

<u>18 March 2005</u>	<u>Christiana Fogg</u>	(Seal)
Date	Christiana Fogg	

Attorney Docket No. 053893-5055-01
JOINT

ASSIGNMENT

WHEREAS, We, **Gary H. Cohen**, residing at, 41 Woodcroft Road, Havertown, PA 19083, citizen of the United States of America; **Roselyn J. Eisenberg**, residing at, 123 Glenwood Road, Haddonfield, NJ 08033, citizen of the United States of America; **John Charles Whitbeck**, residing at, 419 Twickenham Road, Glenside, PA 19038, citizen of the United States of America; **Lydia Aldaz-Carroll**, residing at, 1717 Spruce Street., Apt. #1F, Philadelphia, PA 19103, citizen of Spain and Ireland; **Bernard Moss**, residing at 10301 Dickens Avenue, Bethesda, MD 20814, citizen of the United States of America; **Shlomo Lustig**, residing at 14 Shear-Yashuv Street, Ramat Gan 52 295, Israel, citizen of Israel; and **Christiana Fogg**, residing at 19600 White Saddle Drive, Germantown, MD 20874, citizen of the United State of America, hereinafter generally referred to as "ASSIGNORS," have invented a certain new and useful

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in and to said invention as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent application and any and all related United States and foreign patent applications disclosing said invention, including provisionals, non-provisionals, divisions and continuations thereof, along with all rights of priority created by said patent application under any treaty relating thereto; and

1-PH/2136047.1

said invention, application(s) and patent(s) to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

Date _____ Christiana Fogg _____ (Seal)

Attorney Docket No. 053893-5055-01

JOINT

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_____	_____	(Seal)
Date	Gary H. Cohen	
_____	_____	(Seal)
Date	Roselyn J. Eisenberg	
_____	_____	(Seal)
Date	John Charles Whitbeck	
_____	_____	(Seal)
Date	Lydia Aldaz-Carroll	
_____	_____	(Seal)
Date	Bernard Moss	
3.17.05	Shlomo Lustig	(Seal)
Date	Shlomo Lustig	
_____	_____	(Seal)
Date	Christiana Fogg	