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| Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings | | RECORDATION FORM COVER SHEET PATENTS ONLY | | U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office | |
| To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. | | | | | |
| 1. Name of conveying party(ies): 1. YANG, Chin-Fen 5. 2. KEMBLE, George 6. 3. SUBBARAO, Kanta 7. 4. MURPHY, Brian 8. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | 2. Name and address of receiving party(ies) Name: <u>MedImmune, Inc.</u> Internal Address: <u>Legal Affairs</u> _____ _____ Street Address: <u>One MedImmune Way</u> _____ City: <u>Gaithersburg</u> State: <u>Maryland</u> Zip: <u>20878</u> Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>August 26, 2005/September 13, 2005</u> | | | | | |
| 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) <u>11/133,346 May 20, 2005 (FL260US2)</u> B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Jonathan Klein-Evans</u> Internal Address: _____ <u>Senior Director, Intellectual Property</u> _____ Street Address: <u>One MedImmune Way</u> _____ City: <u>Gaithersburg</u> State: <u>Maryland</u> Zip: <u>20878</u> | | | 6. Total number of applications and patents involved: <input type="text" value="1"/> 7. Total fee (37 CFR 3.41).....\$ <u>40</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-0479</u> Authorized User Name: <u>Dana D. Bowins</u> (Attach duplicate copy of this page if paying by deposit account) | | |
| DO NOT USE THIS SPACE | | | | | |
| 9. Statement and signature. <i>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.</i> <u>Douglas Golightly</u> <u>September 22, 2005</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: <input type="text" value="5"/> <small>Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231</small> | | | | | |

CH \$40.00 500479 11133346

RECORDATION COVER SHEET CONTINUE

2. Name and address of receiving party(ies)

Name: The Government of the United States of America
as represented by the Secretary of the Department
of Health Services, National Institute of Health

Internal Address: Office of Technology Transfer

Street Address: 6011 Executive Boulevard, Suite 325

City: Rockville State: Maryland Zip: 20852-3804

ASSIGNMENT

WHEREAS We, the below named inventors [hereinafter referred to as Assignors], have made an invention entitled:

INFLUENZA HEMAGGLUTININ AND NEURAMINIDASE VARIANTS

for which an application for United States Letters Patent is filed herewith or an application for United States Letters Patent was filed as application number 11/133,346, on May 20, 2005;

AND WHEREAS, MEDIMMUNE VACCINES, INC. a corporation of Delaware, whose post office address is One MedImmune Way, Gaithersburg, Maryland 20878, [hereinafter referred to as Assignee], is desirous of securing the entire right, title and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW, THEREFORE, be it known that, for and in consideration of the sum of one dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from assignee, is hereby acknowledged, WE, as assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, OUR entire right, title and interest in and to this invention and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such application, and all applications for Letters patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals and reissues thereof; and WE hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that WE have the full right to convey the interest assigned by this Assignment, and WE or I have not executed and will not execute any agreement in conflict with this Assignment;

AND WE HEREBY further covenant and agree that WE will, without further consideration, communicate with assignee, its successors and assigns, any facts known to US respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by assignees, its successors and assigns.

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| <p><u>Chin-Fen YANG</u> Full Name of Sole or First Inventor</p> <p>4581 Catalina Drive San Jose, CA 95129</p> <p>Address _____</p> <p><u>Chin Fen Yang</u> Assignor's Signature</p> <p><u>Aug 26, 2005</u> Date</p> |
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| <p><u>George KEMBLE</u> Full Name of Second Inventor</p> <p>19535 Via Grande Drive Saratoga, CA 95070</p> <p>Address _____</p> <p><u>G. K. K.</u> Assignor's Signature</p> <p><u>08/26/2005</u> Date</p> <p>Names of additional inventors attached <input type="checkbox"/> Y <input checked="" type="checkbox"/> N</p> |
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ASSIGNMENT

WHEREAS We, the below named inventors [hereinafter referred to as Assignors], have made an invention entitled:

INFLUENZA HEMAGGLUTININ AND NEURAMINIDASE VARIANTS

for which an application for United States Letters Patent is filed herewith or an application for United States Letters Patent was filed as application number 11/133,346, on May 20, 2005;

AND WHEREAS, we were employed by the Department of Health and Human Services at the time the invention was made. The conditions under which said invention was made are such to entitle the Government of the United States of America under Paragraph 1(a) of Executive Order 10096, to our right and interest in the invention, in the United States and all other countries throughout the world.

AND WHEREAS, the Government of the United States of America as represented by the Secretary of the Department of Health Services, National Institutes of Health, Office of Technology Transfer, whose post office address is 6011 Executive Boulevard, Suite 325, Rockville, Maryland 20852-3804, [hereinafter referred to as Assignee], is desirous of securing our right and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW, THEREFORE, in consideration of our obligations under Executive Order 10096, and other valuable consideration, we, as assignors be it known that it is hereby acknowledged, we, as assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, our entire right and interest in and to this invention and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such application, and all applications for Letters patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals and reissues thereof;

AND WE HEREBY authorized and request the Commissioner for Patents to issue said Letters Patent or Patents to The Government as an assignee of our right and interest in and to the same throughout the United States of America, its territories and dependencies, and within each and every foreign country in which assignee elects to file, for the sole use for the full term or terms for which said Letters Patent or Patents and Registrations may be granted thereon, or of any divisions, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof which may be granted as fully and entirely as the same would have been held by us, had this assignment not been made;

AND, WE HEREBY covenant that we have the full right to convey the interest assigned by this Assignment, and we have not executed and will not execute any agreement in conflict with this Assignment;

AND WE HEREBY further covenant and agree that upon reasonable request we will provide, without further consideration, communicate with assignee, its successors and assigns, any facts known to us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything reasonably possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by assignees, its successors and assigns.

Kanta SUBBARAO

Full Name of Sole or First Inventor

1720 Willard Street NW
Washington, D.C. 20009

Address


Assignor's Signature

Date

9/13/05

PATENT

REEL: 016838 FRAME: 0619

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|---|
| Brian MURPHY |
| Full Name of Sole or First Inventor |
| 5410 Tuscarawas Road Bethesda, Maryland 20816 |
| Address |
|  Assignor's Signature |
| Date 9/13/05 |
| Names of additional inventors attached <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |

RECORDATION COVER SHEET CONTINUE

2. Name and address of receiving party(ies)

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