

Form PTO-1595 (Rev. 09/04)
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1. Name of conveying party(ies)/Execution Date(s):

Benjamin Chain

Execution Date(s): June 3, 2001

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

2. Name and address of receiving party(ies)

MINDSET BIOPHARMACEUTICALS
 (USA), INC.

Name: _____

Internal Address: _____

Street Address: _____

1450 Broadway, 41st Floor

City: New York

State: New York

Country: United States of America Zip: 10018

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 _____

4. Application or patent number(s):

A. Patent Application No.(s)

09/731,899

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: S. Peter Ludwig
 DARBY & DARBY P.C.

Internal Address: Atty. Dkt.: 20555/1203433-US1

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Email Address: pludwig@darbylaw.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

☐ 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 04-0100

Authorized User Name S. Peter Ludwig

9. Signature:



October 7, 2005

Date

Flynn Barrison - 53,970

Name of Person Signing

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

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, facsimile no. (571) 273-0140, on the date shown below.

Dated: _____ Signature: _____ ()

CH \$40.00 040100 09731899

ASSIGNMENT

(1-5) *Insert Name(s) of Inventors*(1) Benjamin CHAIN

(2) _____

(3) _____

(4) _____

(5) _____

In consideration of the sum of ten dollars (\$10.00) and other good and valuable considerations paid to each of the undersigned, the receipt of which is hereby acknowledged, each of the undersigned agrees to assign, and hereby does assign, and set over to

(6) *Insert Name of Assignee*(6) MINDSET BIOPHARMACEUTICALS (USA) INC.(7) *Insert Address of Assignee*(7) 1450 Broadway, 41st FloorNew York, NY 10018

(hereinafter designated as the Assignee) the entire right, title and interest owned by the undersigned for the United States, its territories, dependencies and possessions, in the invention known as

(8) *Insert Identification of Invention, such as Title, Case Number or Foreign Application Number*(8) CHIMERIC PEPTIDES AS IMMUNOGENS, ANTIBODIES THEREOF, AND METHODS FOR IMMUNIZATION USING CHIMERIC PEPTIDES OR ANTIBODIES

for which the undersigned has filed or will file a provisional application, or for which undersigned has executed a non-provisional application for patent in the United States of America

(9) *Insert Date of Signing of Application*

(9) on _____

(10) *Alternative Identification for Filed Applications*(10) U.S. Application Number 09/731,695filed December 8, 2000

The undersigned further agrees to assign, and hereby does assign, transfer and set over to Assignee all provisional and non-provisional applications for patent and any original and reissued Letters Patents granted for said invention and all divisions and continuations of said applications, including the subject matter of any and all claims which may be obtained in every such patent; and the right, where such right can be legally exercised, in his name to apply for and obtain patents in countries foreign to the United States, including the full right to claim for any such application the benefit of the International Convention as fully and entirely as he or she could have done if the application had been filed in his or her name; and the entire interest in any Letters Patents which may be granted on any such applications in such foreign countries; and he or she does authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue the said Letters Patents to the said Assignee, its successors, assigns, nominees or other legal representatives, as Assignee and owner of the said entire interest; and he or she does covenant that he or she has full right to convey the said entire interest herein assigned and that he or she has not executed and will not execute any agreement in conflict herewith; and he or she agrees that he or she will communicate to said Assignee, its successors, assigns, nominees or other legal representatives, all facts known to him or her respecting said inventions, whenever requested, and testify in any legal proceeding, sign all lawful papers, execute and deliver all divisional, continuing, reissue and foreign applications, make all rightful oaths and do all lawful acts requisite for the applications for such divisional, continuing, reissue or foreign applications, or the procuring thereof, and also to execute separate assignments in connection with any such applications as the Assignee may deem necessary or expedient or essential to the full protection and due in and to the invention hereby transferred; and that if and when said Assignee, its successors, assigns, nominees or other legal representatives desire to file a disclaimer relating thereto, he or she will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and he or she further covenants and agrees that he or she will at any time, upon request, do everything possible to aid said Assignee, its successors, assigns, nominees or other legal representatives either in his or her or Assignee's own name, to apply for, obtain and enforce proper patent protection for said inventions in all countries, according to the International Convention of 1883 and all the laws and treaties in force, all without further consideration but at the expense of said Assignee, its successors, assigns, nominees or other legal representatives.

The undersigned hereby grant(s) the firm of Darby and Darby the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment shall be binding upon the heirs, executors, administrators, and/or assigns of each of the undersigned, and shall inure to the benefit of the heirs, executors, administrators, successors and/or assigns of the Assignee.

In witness whereof, executed by each of the undersigned on the date opposite the name of the undersigned.

(1) Date 6-3-01 Signature of Inventor B. Chain
 (2) Date _____ Signature of Inventor _____
 (3) Date _____ Signature of Inventor _____
 (4) Date _____ Signature of Inventor _____

Before me personally appeared _____

(Names of Inventors Signing This Warranty)

to me known to be assignor(s) described above, who subscribed the foregoing instrument in my presence this _____ day of _____, 20____.

(Seal)

PATENT