

RECORDATION FORM COVER SHEET

PATENTS ONLY

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

1. Name of conveying party(ies):

Michael D. Dan
Pradip K. Maiti
Howard A. KaplanAdditional name of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

Execution Date(s) 09/10/1997

- ☒ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☐ Government Interest Assignment
- ☐ Executive Order 9424, Confirmatory License
- ☐ Other

2. Name and address of receiving party(ies)

Name: Novopharm Biotech, Inc.

Internal Address: _____

Street Address: 147 Hamelin StreetCity: WinnipegState: ManitobaCountry: Canada Zip: R3T 3Z1Additional Name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Patent Application No.(s)
10/651,453☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

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

Name: Bereskin & Parr

Internal Address: _____

Street Address: 40 King Street WestCity: TorontoState: Ontario Zip: M5H 3Y2Phone Number: (416) 364-7311Fax Number: (416) 361-1398

Email Address: _____

6. Total number of applications and patents involved: 17. 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 02-2095

Authorized User Name _____

9. Signature :



Signature

November 28, 2005

Date

Micheline Gravelle

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

4

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, V.A. 22313-1460

Attorney Docket No.: 316082000120

**ASSIGNMENT
JOINT**

THIS ASSIGNMENT, by Michael D. Dan, Pradip K. Maiti and Howard A. Kaplan (hereinafter referred to as the assignors), residing at 30 Nably Court, Scarborough ON Canada M1B 2K9, 38 Swan Lake, Winnipeg, MB, Canada R3T 4W1 and 18 Hillhouse Road, Winnipeg, MB, Canada R2V 2V9, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in ANTIGEN BINDING FRAGMENTS H11 THAT SPECIFICALLY DETECT CANCER CELLS, NUCLEOTIDES ENCODING THE FRAGMENTS, AND USE THEREOF FOR THE PROPHYLAXIS AND DETECTION OF CANCERS, set forth in an application for Letters Patent of the United States, having a declaration executed on even date herewith; bearing Serial No. 08/862,124 and filed on May 22, 1997; and

WHEREAS, Novopharm Biotech, Inc., a corporation duly organized under and pursuant to the laws of Canada and having its principal place of business at 147 Hamelin Street, Winnipeg, Manitoba R3T 3Z1, Canada (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign; to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

9/10/97
Date


Michael D. Dan

Attorney Docket No.: 316082000120

9/10/97
Date

9/10/97
Date


Pradip K. Maiti


Howard A. Kaplan

Bereskin & Parr

INTELLECTUAL PROPERTY LAW

Scotia Plaza, 40 King Street West, 40th Floor, Toronto, Ontario, Canada M5H 3Y2

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FAX TRANSMITTAL

TO:	Assignment Recordation	FILE #:	10241-40
FIRM:	USPTO	LAWYER #:	193
FROM:	Micheline Gravelle	FAX #:	1-571-273-0140
DATE:	November 28, 2005	PAGES:	4 (including cover sheet)

COMMENTS:

I hereby certify that the attached Assignment are being facsimile transmitted to the U.S Patent & Trademark Office on the date shown below.



Micheline Gravelle
Registration No. 40,261

November 28, 2005

Date

If transmission is interrupted or of poor quality, please notify us immediately by calling
Voula Haloulos at 416-364-7311 x6277.

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