

11-15-2005

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RE



103119037

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

1. Name of conveying party(ies)

Vinod Pandiripally

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) April 23, 2005

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other financial interest in invention

2. Name and address of receiving party(ies)

Name: Gerhard P. Shipley

Internal Address: _____

Street Address: 300 Clayton Court

City: Lawrence

State: Kansas

Country: USA

Zip: 66044

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

4. Application or patent number(s):

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

A. Patent Application No.(s)

11/113,784

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Gerhard P. Shipley

Internal Address: _____

Street Address: 300 Clayton Court

City: Kansas City

State: Kansas

Zip: 66044

Phone Number: (785) 766-0116

Fax Number: _____

Email Address: gpshipley@gpshipley.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 _____
Authorized User Name _____

9. Signature:

Gerhard P. Shipley

Signature

11/09/05

Date

11/14/2005 BYRNE 00000157 11113784

01 FC:0021

Gerhard P. Shipley

Name of Person Signing

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

3

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 1450, Alexandria, V.A. 22313-1450

CONTRACT

Be it known that Vinod Pandiripally (hereinafter referred to as "FIRST PARTY") and Gerhard Shipley ("SECOND PARTY") agree as follows:

1. FIRST PARTY is the inventor of certain subject matter relating to a method of producing recombinant proteins. SECOND PARTY prepared and filed a U.S. provisional patent application, Serial No. 60/567,474, filed May 3, 2004, concerning said subject matter for FIRST PARTY. FIRST PARTY now desires to file a U.S. non-provisional patent application claiming said subject matter and anticipates desiring to file a U.S. continuation-in-part patent application for related subject matter.
2. SECOND PARTY agrees, in consideration of FIRST PARTY's obligations as set forth in paragraph 3, to prepare and file said U.S. non-provisional patent application and the one U.S. continuation-in-part patent application for substantially less cost than SECOND PARTY would normally charge for such service, and further agrees to allow FIRST PARTY to pay said reduced cost over an extended period of time.
3. FIRST PARTY agrees, in consideration of said reduction in cost and allowance of payment over an extended period of time, that SECOND PARTY shall be paid 1.0% (one percent) of any proceeds directly or indirectly resulting from the sale, license, or commercialization of said subject matter or related subject matter or from any other manner in which said subject matter or related subject matter may generate proceeds. Said 1.0% will be paid to SECOND PARTY in a timely manner, and will continue to be paid to SECOND PARTY until a total of \$250,000 has been paid, after which no further payment will be due under the present Contract.
4. FIRST PARTY and SECOND PARTY acknowledge the sufficiency and value of the consideration that each is to receive under the present Contract.
5. FIRST PARTY agrees that said obligation to pay SECOND PARTY 1.0% of any proceeds will follow ownership of the subject matter or related subject matter, such that if ownership of the subject matter or related subject matter is transferred to a third party by FIRST PARTY or by any party duly acting on behalf of or in place of FIRST PARTY said third party will incur said obligation as set forth in paragraph 3. Furthermore, FIRST PARTY agrees that no such transfer to a third party will work to shelter any proceeds from the requirements of paragraph 3. FIRST PARTY further agrees that said obligation will be expressly disclosed to said third party prior to said transfer of ownership and further agrees that any sale, license, assignment, or other documents associated with said transfer will expressly include said third party's incurrence of said obligation.
6. FIRST PARTY acknowledges that SECOND PARTY has advised FIRST PARTY to seek the advice of an attorney prior to signing the present Contract.
7. The present Contract shall be construed according to the laws of the State of Missouri. The forum for all disputes arising from any breach of the present Contract shall be a court in the state of Missouri, or any other forum designated by or expressly agreed to by SECOND PARTY.
8. Severability: If any portion of the present Contract is held to be defective then every effort shall be made to rectify the defect in a manner which is consistent with the intent of the present Contract,

and if any portion is held to be non-rectifiable then that portion shall be stricken and the remainder of the present Contract shall continue to be enforced.

9. Integration: The present Contract represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral. No waiver, alteration, or modification of any of the provisions of the present Contract shall be binding unless in writing and signed by the parties hereto or their duly authorized representatives.

10. The effective date of the present Contract shall be March 1, 2005, and any rights or obligations imposed hereunder shall be retroactive to and made effective as of that date.

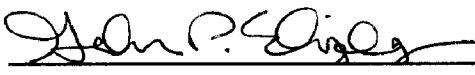
FIRST PARTY, Vinod Pandiripally

By: 

Print: VINOD PANDIRIPALLY

Date: 04/23/05

SECOND PARTY, Gerhard Shipley

By: 

Print: GERHARD P. SHIPLEY

Date: 04/23/05