

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET PATENTS ONLY

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)

Jörg Köhl

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

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

Execution Date(s) August 25, 2004

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: Cincinnati Children's Hospital Medical Center

Internal Address: _____

Street Address: 3333 Burnet Avenue

City: Cincinnati

State: Ohio

Country: USA Zip: 45229-3039

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)

10/508,376

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Steven J. Goldstein

Internal Address: Frost Brown Todd, LLC

Street Address: 2200 PNC Center

201 E. Fifth St.

City: Cincinnati

State: Ohio Zip: 45202

Phone Number: 513-651-6131

Fax Number: 513-651-6981

Email Address: sgoldstein@fbtlaw.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40

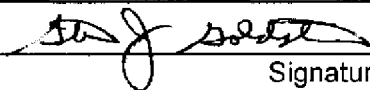
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 9533
Expiration Date 05/07

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

2 Feb. 2006

Date

Steven J. Goldstein

Name of Person Signing

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

5

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

OP \$40.00 10508376

ASSIGNMENT OF INVENTIONS AND PATENTS

This Assignment Agreement ("Assignment Agreement"), effective this 25th day of August, 2004 ("Effective Date"), is entered into by and between Jörg Köhl ("KÖHL"), and Children's Hospital Medical Center, through its operating entity Cincinnati Children's Research Foundation ("CINCINNATI CHILDREN'S"), having a principal place of business at 3333 Burnet Avenue, Cincinnati, Ohio 45229-3039.

WHEREAS, KÖHL, along with Magnus Otto and IBA GmbH, are applicants on PCT patent application WO 03/078457 A1, entitled "Muteins of the C5a Anaphylatoxin, Nucleic Acid Molecules Encoding Such Muteins, and Pharmaceutical Use of Muteins of the C5a Anaphylatoxin" ("Patent Rights"), describing C5a receptor antagonists (the "Invention"); and

WHEREAS, each of the above-referenced Inventors have executed an assignment of all Patent Rights to the Invention to KÖHL; and

WHEREAS, by virtue of the foregoing, KÖHL owns an undivided interest in the Patent Rights; and

WHEREAS, KÖHL and CINCINNATI CHILDREN'S wish to facilitate the commercialization of the Patent Rights and to designate CINCINNATI CHILDREN'S as being responsible for such efforts; and

WHEREAS, KÖHL agrees to assign all Patent Rights to the Invention to CINCINNATI CHILDREN'S as set forth herein;

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS AS USED HEREIN

1.1 The term "Parties" shall mean CINCINNATI CHILDREN'S and KÖHL.

1.2 The term "Patent Rights" shall mean PCT patent application WO 03/078457 A1, entitled "Muteins of the C5a Anaphylatoxin, Nucleic Acid Molecules Encoding Such Muteins, and Pharmaceutical Use of Muteins of the C5a Anaphylatoxin", together with all other pending patent applications or parts thereof and any patent which issues from any such pending applications, and any and all divisions, reissues, re-examinations, renewals, continuations, claims of continuation-in-part applications and patents issued therefrom directed to subject matter expressly described in the aforementioned patent application, and extensions thereof, and all other counterpart, pending or issued patents in all other countries.

2. ASSIGNMENT OF RIGHTS

2.1 KÖHL, in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, sells, assigns, and transfers to CINCINNATI CHILDREN'S, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the the Patent Rights and the Invention, and all divisions, renewals, and continuations thereof, and all patents which may be granted thereon and all reissues, reexaminations and extensions thereof; and all patents which may be granted thereon and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for the Invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models and designs, which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals, reexaminations and reissues thereof;

2.2 KÖHL authorizes and requests 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 or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to CINCINNATI CHILDREN'S, its successors, legal representatives and assigns, in accordance with the terms of this Assignment Agreement.

2.3 KÖHL grants CINCINNATI CHILDREN'S, its successors, legal representatives and assigns, the power to insert in this Agreement any further identification or information 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 Assignment Agreement.

2.4 KÖHL covenants and agrees that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreement in conflict herewith.

2.5 KÖHL further covenants and agrees that he will communicate to CINCINNATI CHILDREN'S, its successors, legal representatives and assigns, any facts known to KÖHL respecting the Invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and foreign applications, make all rightful oaths, and generally do everything possible to aid the CINCINNATI CHILDREN'S, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Invention in all countries.

3. CINCINNATI CHILDREN'S OBLIGATIONS TO KÖHL

3.1 In consideration for the assignment of rights in Section 2, within thirty (30) days of execution of this Assignment Agreement, CINCINNATI CHILDREN'S shall pay KÖHL Twenty-two Thousand, Five Hundred Dollars (\$22,500).

3.2 KÖHL shall be notified on a timely and continuing basis of the progress of all licensing and commercialization matters, and KÖHL shall be given a reasonable opportunity to review and comment on the terms of any such proposed license agreement prior to the execution thereof by CINCINNATI CHILDREN'S. KÖHL agrees that CINCINNATI CHILDREN'S shall have final discretion as to all terms and conditions of such agreement(s).

3.3 CINCINNATI CHILDREN'S shall promptly provide to KÖHL a copy of any license issued on the Patent Rights.

3.4 CINCINNATI CHILDREN'S shall distribute all licensing revenue it receives from licensing the Patent Rights and the Invention to KÖHL under its current intellectual property policy.

4. ADDITIONAL PROVISIONS

4.1 Warranty and Understanding.

(i) CINCINNATI CHILDREN'S agrees that it will properly discharge its responsibilities to its faculty members, employees and others as set forth in its administrative policies governing the distribution of income or other consideration received in respect to the commercialization of inventions, patents or other manifestations of intellectual property; and

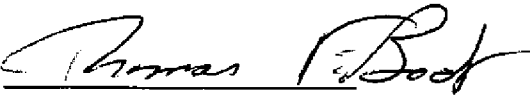

(ii) KÖHL represents and warrants that he has determined that the inventors designated are the only inventors of the Patent Rights and knows of no other person who is or claims to be an inventor or owner of the Patent Rights.

4.2 Research Use. Notwithstanding the granting of non-exclusive or exclusive commercial sub-licenses, CINCINNATI CHILDREN'S and KÖHL shall retain at all times unrestricted research use of the Invention.

4.3 Entire Agreement. It is understood that this Agreement contains the entire agreement between the Parties. This Agreement shall be binding on and shall inure to the benefit of the Parties, their respective assigns and successors in interest.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement in multiple originals by their duly authorized officers and representatives on the respective dates shown below, but effective as of the Agreement Date.

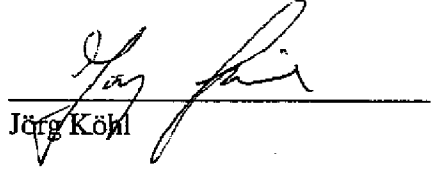
CINCINNATI CHILDREN'S RESEARCH FOUNDATION

APPROVED 
 Thomas F. Boat

Title: Director, Cincinnati Children's Research Foundation

Date: 8/25/04

JÖRG KÖHL


Jörg Köhl

Date: 08-25-04