

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Senex Biotechnology, Inc.	10/21/2005

RECEIVING PARTY DATA

Name:	Charitable Leadership Foundation
Street Address:	747 Pierce Road
City:	Clifton Park
State/Country:	NEW YORK
Postal Code:	12065

PROPERTY NUMBERS Total: 15

Property Type	Number
Application Number:	09449589
PCT Number:	US0009286
Application Number:	09958407
Application Number:	09865879
PCT Number:	US0117161
PCT Number:	US0028082
Application Number:	09958391
Application Number:	09861925
PCT Number:	US0202784
Application Number:	10032264
PCT Number:	US0150574
Application Number:	10233032
PCT Number:	US0227584
Application Number:	10639977
PCT Number:	US0325221

CH \$600.00 09449589

PATENT

500175565

REEL: 018491 FRAME: 0583

CORRESPONDENCE DATA

Fax Number: (617)542-2241

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ATTORNEY DOCKET NUMBER:	18059-701
NAME OF SUBMITTER:	T.J. Clark

Total Attachments: 13

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COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS

THIS COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS (hereinafter referred to as the "Agreement"), is dated as of October 21, 2005, by and between SENEX BIOTECHNOLOGY, INC., a Delaware corporation with a principal place of business located at c/o Ordway Research Institute, Inc., 150 New Scotland Avenue, Albany, NY 12208 (hereinafter referred to as the "Company"), and CHARITABLE LEADERSHIP FOUNDATION (hereinafter referred to as the "Secured Party").

1. Definitions. The following terms, as used herein, shall have the respective meanings set forth below:

"Copyrights" means all copyrights, whether now existing or hereafter acquired, all registrations thereof, and all applications in connection therewith, including, without limitation, those described in Annex I hereto, and all reissues, extensions or renewals thereof

"Copyright License" means any agreement now or hereafter in existence providing for the grant by or to the Company of any right to exercise any Copyright, including, without limitation, the agreements described in Annex I hereto.

"Copyright Office" means the United States Copyright Office.

"Patent and Trademark Office" means the United States Office of Patents and Trademarks.

"Patent License" means all agreements, whether written or oral, providing for the grant by or to the Company of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Annex I hereto.

"Patents" means all patents, patent applications and patent applications in preparation (including each patent, patent application and patent application in preparation described on Annex I hereto), including without limitation, the inventions and improvements described therein, together with the reissues, divisions, continuations, renewals, extensions, and continuations in part thereof

"Secured Obligations" means all debts and liabilities of the Company to Secured Party as evidenced by the Notes (as defined in that certain Note Purchase Agreement (the "Note Purchase Agreement") of even date herewith by and between the Company and the Secured Party).

"Trademark License" means any agreement now or hereafter in existence providing for the grant by or to the Company of any right to use any Trademark, including, without limitation, the agreements described in Annex I hereof.

"Trademarks" means all registered and unregistered domestic and foreign trademarks,

trademark applications, trade names service marks, trade dress and corporate names including, without limitation, the trademarks, trademark applications and trade names described in Annex I hereto and all reissues, extensions or renewals thereto.

2. Collateral Assignment. As collateral security for the prompt and complete payment and performance of all the Secured Obligations, together with any and all expenses which may be incurred by the Secured Party in collecting any or all of such Secured Obligations or enforcing any rights, obligations or liabilities under this Agreement, the Company hereby collaterally assigns to the Secured Party all of the Company's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired (collectively, the "Collateral"):

(a) all Copyrights;

(b) all Copyright Licenses;

(c) all proceeds and products of each Copyright and Copyright License, including without limitation, all income, royalties, damages and payments now or hereafter due and/or payable with respect to any Copyright or Copyright License, including damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world (clauses (a) through (c), collectively the "Copyright Collateral");

(d) all Patents;

(e) all Patent Licenses;

(f) all proceeds and products of each Patent and Patent License, including without limitation, all income, royalties, damages and payments now or hereafter due and/or payable with respect to any Patent or Patent License, including damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world (clauses (d) through (f), collectively the "Patent Collateral");

(g) all Trademarks;

(h) all Trademark Licenses;

(i) all proceeds and products of each Trademark and Trademark License, including without limitation, all income, royalties, damages and payments now or hereafter due and/or payable with respect to any Trademark or Trademark License, including damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world (clauses (g) through (i), collectively the "Trademark Collateral");

(j) causes of action, claims and warranties now or hereafter owned or acquired by the Company in respect of any of the items listed above; and

(k) all proceeds of any of the Collateral described in clauses (a) through (k).

Notwithstanding the foregoing provisions of this Section 2, such collateral assignment and grant of security interest shall not extend to, and the term "Collateral" shall not include, any of the foregoing which are now or hereafter held by the Company to the extent that (i) the same are not assignable or capable of being encumbered as a matter of law or under the terms of any agreement applicable thereto (except to the extent that such restriction does not impair the creation of a security interest under the UCC) without the consent of the other applicable party thereto and (ii) such consent has not been obtained; provided, however, that such grant of security interest shall extend to, and the term "Collateral" shall include (A) any and all proceeds of the foregoing to the extent that the assignment or encumbering of such proceeds is not so restricted and (B) upon any other applicable party's consent being obtained with respect to any of the foregoing that is otherwise excluded, thereafter the same as well as any and all proceeds thereof that might have theretofore been excluded from such grant of a security interest shall be included within the term "Collateral." Notwithstanding anything in this Agreement to the contrary, at any time prior to the occurrence of an Event of Default (as defined herein), subject to the Secured Party's consent, the Company shall have the right to grant to third parties licenses or sublicenses of any Proprietary Rights in which the Company has any right, title or interest. As used herein, the term "Proprietary Rights" shall mean (i) patents, patent applications, patent disclosures and inventions, (ii) trademarks, service marks, trade dress, trade names and corporate names and registrations and applications for registration thereof, (iii) copyrights and registrations and applications for registration thereof, (iv) mask works and registrations and applications for registrations thereof, (v) computer software, data and documentation, (vi) trade secrets and other confidential information (including, but not limited to, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information), (vii) other intellectual property rights, and (viii) copies and tangible embodiments therefore (in whatever form or medium).

3. Representations and Warranties. As an inducement to the Secured Party to enter into this Agreement, the Company makes the following representations and warranties:

(a) Annex I sets forth a complete and correct list of all Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses in which the Company has any right, title or interest.

(b) The Company is the sole beneficial owner of the Collateral, free and clear of any liens, encumbrances, security interests, charges, or claims, except for the collateral assignment and security interest in favor of the Secured Party provided for herein, and the Company agrees that it will not grant any security interest, lien or encumbrance in the Collateral without prior written consent of the Secured Party.

(c) Except pursuant to Copyright Licenses, Patent Licenses and Trademark Licenses and entered into by the Company in the ordinary course of business, which are listed in Annex I, the Company owns and possesses the right to use, and has done nothing to authorize or enable any other person or entity to use, the Copyrights, Patents and Trademarks listed on Annex I, and all registrations listed on Annex I are valid and in full force and effect.

(d) To the best of the Company's knowledge (i) there is no violation by others of any right of the Company with respect to any Copyright, Patent or Trademark listed on Annex I, (ii) the Company is not infringing in any respect upon any Copyright, Patent or Trademark of any other person or entity, and (iii) no proceedings have been instituted or are pending against the Company, or to the Company's knowledge, threatened, alleging any such violation.

The Company agrees that it will at its expense and at the Secured Party's request, (i) defend the Collateral (subject to its reasonable business judgment) from any and all claims and demands of any other person or entity and (ii) that it will not grant, create or permit to exist any lien or encumbrance upon the Collateral in favor of any other person or entity, except to the extent existing on the date hereof. The Company hereby agrees to pay, indemnify, and hold the Secured Party harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses of disbursements of any kind or nature whatsoever ("Claims") with respect to the Collateral, including, without limitation, Claims of patent infringement, except for Claims made by the Secured Party or any Affiliate thereof, as such term is defined in the Securities Act of 1933, as amended, or Claims arising out of the negligence or willful conduct of the Secured Party.

4. Continued Use of the Copyrights, Patents and Trademarks. During the term of this Agreement, the Company shall utilize and employ the Copyrights, Patents and Trademarks listed on Annex I hereto in the same or similar manner as it has in the past, and shall employ the appropriate notice of such Copyrights and Patents in connection with the works for which such Copyrights, Patents and Trademarks were granted. The Company agrees to use its best ability to maintain the registration of the Copyrights, Patents and Trademarks listed on Annex I hereto in full force and effect by taking any action which it believes necessary in its reasonable business judgment, through attorneys of its choice, all at its expense. In the event that any of the Copyrights, Patents or Trademark is infringed by a third party, so as to have a material adverse effect on the Collateral or the Secured Party's rights with respect thereto, or if such infringement gives rise to litigation or to the filing of a claim or notice of opposition with the Copyright Office or the Patent and Trademark Office, as applicable, the Company shall promptly notify the Secured Party. Any damages recovered from the infringing party (less attorney's fees and court costs) shall be deemed to be part of the Collateral. The Company shall not assign this Agreement or any rights in the Copyright Collateral, Patent Collateral or the Trademark Collateral or the material protected thereby without the prior written approval of the Secured Party and such attempted assignment shall be void ab initio.

5. Continuing Liability. The Company hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each license, interest and obligation assigned to the Secured Party hereunder to observe and perform all the conditions and obligations to be observed and performed by the Company thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Secured Party shall not have any obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the collateral assignment thereof to the Secured Party or the receipt by the Secured Party of any payment relating to any such license, interest or obligation pursuant hereto, nor shall the Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of the Company thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at time or times.

6. New Copyrights and Patents. If the Company shall (a) obtain rights to any new Copyrights or (b) obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent listed on Annex I or any improvement on any such Patent, or (c) become entitled to the benefit of any Trademark which benefit is not in existence on the date hereof or become aware of any existing Trademark of which the Company has not previously informed the Secured Party, the Company shall give to the Secured Party prompt notice thereof in writing hereof, and shall execute and deliver, and cause to be filed with the Copyright Office or the Patent and Trademark Office, as applicable, a modification of this Agreement amending Annex I hereto to include such new Copyright, Patent or Trademark thereon. Notwithstanding the foregoing, the Company hereby irrevocably appoints the Secured Party its true and lawful attorney (such appointment coupled with an interest), with full power of substitution, to execute an amendment of this Agreement on behalf of the Company amending Annex I hereto to include such new Copyright, Patent or Trademark.

7. Default. In the event (a) any representation of the Company set forth herein or in the Note Purchase Agreement shall have not been true and correct in all material respects when made; (b) the Company shall fail to observe or perform any of its obligations, undertakings, or responsibilities hereunder for more than five (5) days after the date on which such observation or performance is required after written notice from the Secured Party to the Company; or (c) a default shall occur under the Notes, an event of default shall, without notice or demand, occur hereunder (each of the foregoing, an "Event of Default").

8. Remedies. (a) If an Event of Default has occurred, the Secured Party may exercise, in addition to all other rights and remedies granted to it in this Agreement and all documents, instruments, and agreements executed in connection therewith, all rights and remedies of a secured party under the Uniform Commercial Code. Without limiting the generality of the foregoing, the Company expressly agrees that in any such event the Secured Party, without demand of performance or other demand, advertisement or notice of any kind (except to such extent as notice may be required by applicable law with respect to the time or

place of any public or private sale) to or upon the Company or any other person or entity (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, license, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Secured Party's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Company, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, the Company waives all claims, damages and demands against the Secured Party arising out of the repossession, retention or sale of the Collateral. Notwithstanding anything in this Agreement to the contrary, the Secured Party acknowledges and agrees that, in exercising its Remedies hereunder, (i) the Collateral may not be sold, leased, licensed or otherwise disposed of except in a commercially reasonable manner as provided in Section 9-610 of the Uniform Commercial Code ("UCC"), (ii) the Collateral may not be sold, leased, licensed or otherwise disposed of privately to the Secured Party or an "affiliate" thereof, as such term is defined in the Securities Act of 1933, as amended, except in accordance with Section 9-610(c)(2) of the UCC if the collateral is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations, and (iii) any consent by the Company or decision not to object to the Secured Party's acceptance of the Collateral in full or partial satisfaction of the obligations pursuant to Section 9-620 of the UCC will be subject to approval by a majority of the Company's stockholders (other than the Secured Party and any affiliate thereof), or their designees on the Board of Directors of the Company if the stockholder has such designee.

(b) Without limiting the generality of the foregoing, if an Event of Default has occurred,

(i) the Secured Party may license, or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Copyrights, Patents or Trademark included in the Collateral throughout the world for such term or terms, on such conditions and in such manner as the Secured Party shall in its sole discretion determine, the proceeds of such license or sublicense to be applied to the payment of the Secured Obligations;

(ii) the Secured Party may (without assuming any obligations or liability thereunder), at any time and from time to time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Company in, to and under any Copyright Licenses, Patent Licenses or Trademark Licenses and take or refrain from taking any action under any thereof, and the Company hereby releases the Secured Party from, and agrees to hold the Secured Party free and harmless from and against, any claims arising out of any lawful action so taken or omitted to be taken with respect thereto other than any claims arising by reason of the Secured Party's (or

affiliate's) own gross negligence or willful misconduct; and

(iii) upon request by the Secured Party, the Company will execute and deliver to the Secured Party a power of attorney, in form and substance satisfactory to the Secured Party, for the implementation of any lease, assignment, license, sublicense, grant of option, sale or other disposition of a Copyright, a Patent or a Trademark.

9. Grant of License to Use Intangibles. For the purpose of enabling the Secured Party to exercise rights and remedies under Section 8 hereof at such time as the Secured Party, without regard to this Section 9, shall be lawfully entitled to exercise such rights and remedies and for no other purpose, the Company hereby grants to the Secured Party an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Company) to use, assign, license or sublicense any of the Collateral, whether now owned or hereafter acquired by the Company, and wherever the same be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

10. Power of Attorney. The Company hereby irrevocably appoints the Secured Party its true and lawful attorney (such appointment coupled with an interest), with full power of substitution, in the name of the Company, the Secured Party, or otherwise, for the sole use and benefit of the Secured Party, but at the Company's expense, to exercise (to the extent permitted by law), at any time and from time to time after an Event of Default has occurred until all of the Secured Obligations have been satisfied in full, all or any of the following powers with respect to all or any of the Collateral:

(a) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due thereon or by virtue thereof;

(b) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

(c) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if the Secured Party were the absolute owner thereof; and

(d) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto.

11. Severability. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, such provision shall not invalidate the remaining provisions hereof, and any such prohibition or enforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Termination. This Agreement and the security interest shall terminate when all of the Secured Obligations have been paid in full, at which time the Secured Party shall execute and

deliver to the Company, at the Company's expense, all termination statements and similar documents (including, but not limited to, any termination statements or other documents to be filed with or submitted to the United States Patent and Trademark Office) which the Company shall reasonably request to evidence such termination and release of the Collateral hereunder.

13. No Waiver Cumulative Remedies. The Secured Party shall not, by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Secured Party, and then only to the extent therein set forth. A waiver by the Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have had on any other occasion. No failure to exercise nor any delay in exercising on the part of the Secured Party any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

14. Waivers; Amendments. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

15. Limitation by Law. All rights, remedies and powers provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and shall inure to the benefit of the Secured Party and its successors and assigns, and nothing herein or in any document, instrument, or agreement executed in connection therewith is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect thereof

17. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE AND THE UNITED STATES OF AMERICA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

Senex Biotechnology, Inc.

Charitable Leadership Foundation

By: *Olgo Henning*

By: _____

Title: *President*

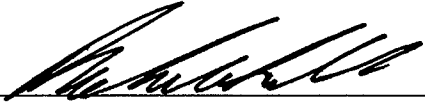
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

Senex Biotechnology, Inc.

Charitable Leadership Foundation

By: _____

By:  _____

Title: _____

Title: CEO _____

Annex I

2.12 Intellectual Property Rights

The Company has licenses to the following under the Exclusive License Agreement, dated January 14, 2004, with the Board of Trustees of the University of Illinois License (the "UIC License"):

TECH ID	University Invention Disclosure	Patent Application ID	Country
CS21	Genes Involved in Cell Division and Age-Related Diseases	60/128,676 PPA	USA
		09/449,589 NPU	USA
		PCT/US00/09286 CIP	PCT
		2001-7012897 KP	Korea
		40790/00 AU	Australia
		2,365,908 CA	Canada
		00920212.8 EP	Europe
		2000-611674 JP	Japan
		09/958,407 PC/US/CIP	USA
CT29	Growth-Inhibitory Targets of Retinoids	60/207,535 PPA	USA
		09/865,879 NPU	USA
		PCT/US01/17161	PCT
		2001-265039 AU	Australia
		2,410,480 CA	Canada
		01939532.6 EP	Europe
		2002-500769 JP	Japan
CT54	Reagents and Methods for Identifying and Modulating Expression of Genes Regulated by Cyclin-Dependent Kinase (CDK) Inhibitors	PCT/US00/28082 CIP	PCT
		09/958,391 PCT/US	USA
		80108/ AU	Australia
		2,392,495 CA	Canada
		00970780.3 EP	Europe
		2001-539874 JP	Japan
CT55	Screening System and Compounds Preventing the Activation of Aging-Associated	60/265,840 PPA	USA

TECH ID	University Invention Disclosure	Patent Application ID	Country
	Genes		
		09/861,925 NPU	USA
		PCT/US02/02784	PCT
		2002-251842 AU	Australia
		x,xxx,xxx CA	Canada
		02720871.9 EP	Europe
		2002-566385 JP	Japan
		2003-7010224 KP	Korea

TECH ID	University Invention Disclosure	Patent Application ID	Country
CT71	Tumor Senescence Genes	60/257,907 PPA-1	USA
		10/032,264 NPU	USA
		60/341,425 PPA-2	USA
		PCT/US01/50574	PCT
		60/394,121 PPA-3 (CIP)	USA (CIP)
		2002-248262 AU	Australia
		2,432,976 CA	Canada
		01997143.1 EP	Europe
		PCT/US03/20425 PCT2	PCT-2 (CIP)

CV10	Screening Systems and Applications of Drugs Inhibiting the Induction of Gene Expression by p21	60/315,791 PPA	USA
		10/233,032 NPU	USA
		PCT/US02/27584	PCT

CV102	Methods for Identifying Substances that Induce Tumor-Specific Cell Death	60/402,995 PPA	USA
		10/639,977	USA
		US03/25221	PCT
CW077	Screening Strategy For Anticancer Drugs	60/477,465 PPA-2	USA

- Pursuant to the UIC License, the Board of Trustees of Illinois ("UIC") has certain rights to terminate the licenses granted thereunder, solely to the extent set forth in such agreement.
- Pursuant to the UIC License, UIC has retained the right to practice the patent rights licensed thereunder solely for its own non-commercial teaching and research

activities, and the U.S. federal government retains a royalty-free, non-exclusive, non-transferable license to practice, to the extent required by law, any government-funded invention claimed in any patent rights licensed thereunder as set forth in 35 U.S.C. §§ 201-211, and the regulations promulgated thereunder, as amended, or any successor statutes or regulations, as applicable.