

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Polymun Scientific Immunbiologische Forschung GmbH	10/27/2005
RECEIVING PARTY DATA	
Name:	Andrei Y. Egorov
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PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6468544
Patent Number:	6866853
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Total Attachments: 3 source=Egorov_Assignment#page1.tif source=Egorov_Assignment#page2.tif source=Egorov_Assignment#page3.tif	

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PURCHASE AGREEMENT

between

Polymun Scientific Immunobiologische Forschung GmbH
Nussdorfer Laende 11, A 1190 Vienna

(in the following called VENDOR), and

Dr. Andrej Y. EGOROV
Svetlanowsky pr. 99-1-19, St Petersburg, Russia
(in the following called PURCHASER)

PREAMBLE

VENDOR owns patent rights in interferon induction technology based on the international patent application WO1999US13139, filed 11 June 1999, and on U.S. patent application No. 09/332,287, filed 11 June 1999 which matured into US-patent US 6,468,544.


PURCHASER is co-inventor of said patent applications and co-applicant with respect to the U.S. patent application No. 09/332,287. PURCHASER assigned his rights in said international and U.S. patent application to VENDOR.

PURCHASER is interested in obtaining vendors rights in said U.S. patent and said International patent application and in all patents and patent applications directly emanating therefrom. VENDOR is willing to grant such rights to PURCHASER under the terms defined hereinafter.

1. Subject

1.1. VENDOR is co-applicant of the International patent application WO 1999US13139 (PCT/US99/013139), filed 11 June 1999, for all designated states, and VENDOR is also co-assignee of the U.S. patent US 6,468,544, filed 11 June 1999 and granted 22 October 2002. VENDOR thus has non-exclusive rights (hereinafter the RIGHTS) in said patent application and patent.

1.2. VENDOR sells and transfers to PURCHASER his entire RIGHTS and all rights in his future patents and patent applications directly emanating therefrom and PURCHASER accepts from VENDOR the RIGHTS.



2. Purchase price

2.1 The purchase price for the RIGHTS, [REDACTED] is due on the date of signing of this agreement. PURCHASER agrees to make a lump sum payment by either bank transfer to an account of VENDOR, or by cash. Upon receipt of the entire payment the sale, transfer and assignment of RIGHTS to PURCHASER automatically shall become effective ("EFFECTIVE DATE").

3. Transfer

3.1. VENDOR will sign and transmit to PURCHASER all documents required for the registration of the assignment of RIGHTS upon first request by PURCHASER.

3.2. PURCHASER accepts all rights, duties and risks connected with the RIGHTS as per the date of signing this agreement. The costs of assignment shall be borne by PURCHASER.

3.3. Future pursuance, maintenance and defence of RIGHTS shall be done by PURCHASER at his own expense and to his sole benefit.

3.4. PURCHASER grants to VENDOR a non-exclusive, royalty-free and worldwide license to use the technology protected by the RIGHTS for the development and commercialisation of improvements of said technology.


4. Liabilities

4.1. VENDOR declares and PURCHASER accepts that it does not have exclusivity on the RIGHTS. VENDOR also denies any liability for the granting and/or validity of the RIGHTS, for their independence of possible rights of third parties or for the non-existence of rights of prior use.

4.2. VENDOR does not know of any circumstances detrimental to the usefulness of the RIGHTS but is not liable for their commercial viability.

5. Good faith

5.1. This agreement is signed under good faith and belief and to the mutual benefit of both parties under the assumption that PURCHASER be able to commercialise the invention protected by the RIGHTS to his own and sole benefit, and further that VENDOR be free to operate on and to further develop the technology protected by the RIGHTS.



5.2. Should the conditions of this agreement essentially change in an unforeseeable manner, both parties will negotiate in good faith, by applying the principles laid down in this agreement, a fair and reasonable amendment to this agreement

6. Succession

6.1. All RIGHTS and duties of this agreement shall transfer to successors of each of the respective parties hereto.

6.2. Amendments to this Agreement shall be binding only if in writing and duly executed by both parties. This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, assignments or understandings, whether written or oral, between the Parties relating to the subject matter of this Agreement.

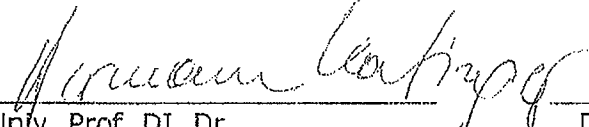
6.3. This Agreement shall be governed exclusively under Austrian Law excluding the provisions of the international private law. In case of any dispute among the parties arising from this agreement relief may be sought only by bringing action to a competent court in Vienna, Austria.

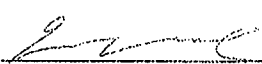
Vienna, this 27 day of Oct., 2005

Vienna, this 28 day of Oct., 2005

for VENDOR:

for PURCHASER:


Univ. Prof. DI. Dr.
Hermann Katinger, CEO Polymun GmbH


Dr. Andrej Y. Egorov