

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Stichting Dienst Landbouwkundig Onderzoek	10/11/2004

RECEIVING PARTY DATA

Name:	Boehringer Ingelheim Vetmedica GmbH
Street Address:	Binger Strasse no. 173
City:	Ingelheim am Rhein
State/Country:	GERMANY
Postal Code:	55216

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	6197310
Patent Number:	6455245
Patent Number:	6806086

CORRESPONDENCE DATA

Fax Number: (801)531-9168
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 801-532-1922
Email: ACTurner@TraskBritt.com
Correspondent Name: Allen C. Turner
Address Line 1: P.O. Box 2550
Address Line 4: Salt Lake City, UTAH 84110

ATTORNEY DOCKET NUMBER:

2183-2643.1 .2 .3US

NAME OF SUBMITTER:

Allen C. Turner

Total Attachments: 8

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PATENT

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PATENT ASSIGNMENT

THIS ASSIGNMENT is made the 11th day of October 2004

- (1) Stichting Dienst Landbouwkundig Onderzoek, (the "Assignor") a company whose principal place of business is at (6701 BH) Wageningen, Costerweg 50, The Netherlands;
- and
- (2) Boehringer Ingelheim Vetmedica GmbH, (the "Assignee"), a private company with limited liability under German law, with its principle place of business at (55216) Ingelheim am Rhein, Binger Strasse no. 173, Germany

WHEREAS

- The Assignor has agreed to assign to the Assignee the Patents

The parties agree that:

1. Interpretation

- 1.1 In this Agreement, the following expressions shall have the following meanings:

"Affiliate" means, in relation to a body corporate, any subsidiary or holding company of the body corporate and any subsidiary of any such holding company.

"Patents" means the patents and patent applications whose details appear in annex 1.

2. Assignment

- 2.1 The Assignor hereby assigns to the Assignee who accepts, all its right, title and interest in the Patents including, without limitation:

all rights to claim priority from the Patents and file patent applications in respect of the inventions disclosed by the Patents;

all rights to any continuations, continuations in part, divisions, extensions, amendments, conversions, reissues, re-examinations, renewals or restorations of the Patents

all rights to past damages relating to third party infringement of the Patents;

to hold the same to the Assignee, its successors and assigns absolutely.

3. **Consideration**

- 3.1 In consideration for the assignment in clause 2, the Assignee pays to the Assignor the sum of EUR 1 (+ VAT, if applicable), receipt of which is acknowledged by the Assignor.

4. **Further Assistance**

- 4.1 The Assignor shall do all such things as may be reasonably required by the Assignee in order:

- (A) to perfect or confirm the Assignee's ownership of the Patents;
- (B) to ensure that the Assignee is registered as the registered proprietor of the Patents with the relevant patent offices; and

to give the Assignee the full benefit of this Agreement.

- 4.2 The Assignee shall reimburse the Assignor for any reasonable disbursements and costs incurred by the Assignor in complying with the requirements of the Assignee under clause 4.1.

5. **Law and Jurisdiction**

- 5.1 This Agreement shall be governed by and construed in accordance with Dutch law.
- 5.2 In respect of any dispute or disagreement arising under or in connection with this Agreement, each of the parties shall submit to the exclusive jurisdiction of the District Court of The Hague.

IN WITNESS WHEREOF the duly authorised representatives of the parties have signed this Agreement on the date first before written.

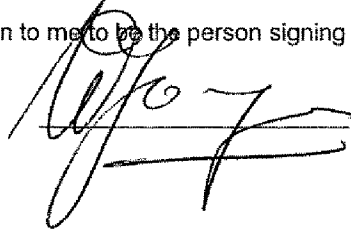
EXECUTED by Stichting Dienst Landbouwkundig Onderzoek

Ir. K.J. van Ast
Managing Director

11/10/04.

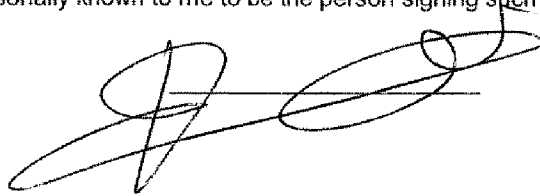
STATEMENT BY WITNESS I OF THE ASSIGNOR

I, Prof. Wim Jongen, whose full post office address is Runderweg 6, 8219 PK Lelystad, The Netherlands was personally present and did see Ir. K.J. van Ast execute the within assignment and who is personally known to me to be the person signing such document.


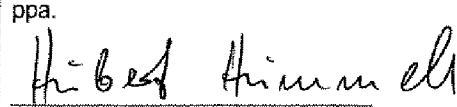


STATEMENT BY WITNESS II OF THE ASSIGNOR

I, Dr. Paul Steverink, whose full post office address is Runderweg 6, 8219 PK Lelystad, The Netherlands was personally present and did see Ir. K.J. van Ast execute the within assignment and who is personally known to me to be the person signing such document.

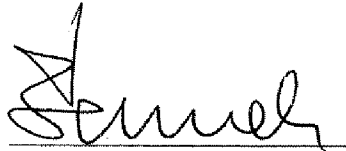


EXECUTED by Boehringer Ingelheim Vetmedica GmbH

<p>ppa.</p>  <p>Dr. Albrecht Kissel</p> <p>Head of Business Development</p>	<p>ppa.</p>  <p>Dr. Hubert Hummelt</p> <p>Head of Intellectual Property Rights and Technological Licensing</p>
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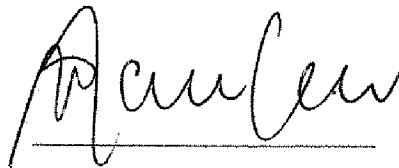
STATEMENT BY WITNESS I OF THE ASSIGNEE

I, Dr. Rainer Bausch, whose full post office address is Binger Straße 173, 55216 Ingelheim am Rhein, Germany was personally present and did see Dr. Albrecht Kissel and Dr. Hubert Hummelt execute the within assignment and who are personally known to me to be the persons signing such document.

A handwritten signature in black ink, appearing to read 'Bausch', written over a horizontal line.

STATEMENT BY WITNESS II OF THE ASSIGNEE

I, H.G.T.J. Jansen, whose full post office address is Parkstraat 107, 2500 GL Den Haag, The Netherlands was personally present and did see Dr. Albrecht Kissel and Dr. Hubert Hummelt execute the within assignment and who are personally known to me to be the persons signing such document.

A handwritten signature in black ink, appearing to read 'Jansen', written over a horizontal line.

ANNEX 1 : The Patents

Causative Agent of the Mystery Swine Disease, Vaccine Compositions and Diagnostic Kits

Country	Patent (Application) No.	Filing Date
Austria	E 118352	June 5, 1992
Belgium	0587780	June 5, 1992
Switzerland	0587780	June 5, 1992
Germany	69201441.1	June 5, 1992
Denmark	0587780	June 5, 1992
Spain	0587780	June 5, 1992
France	0587780	June 5, 1992
Great Britain	0587780	June 5, 1992
Greece	0587780	June 5, 1992
Italy	0587780	June 5, 1992
Luxemburg	0587780	June 5, 1992
Monaco	0587780	June 5, 1992
Netherlands	0587780	June 5, 1992
Sweden	0587780	June 5, 1992
Belarus	3469	June 5, 1992
Canada	2,103,460	June 5, 1992
Canada	2,290,906	June 5, 1992
Hungary	218431	June 5, 1992
Japan	3128133	June 5, 1992
South Korea	176265	June 5, 1992
Mexico	194834	June 5, 1992
Poland	176856	June 5, 1992
Russia	2124051	June 5, 1992
Ukraine	27788	June 5, 1992
U.S.A.	5,620,691	November 26, 1993
U.S.A.	6,197,310	November 13, 1996
U.S.A.	6,455,245	May 5, 2000
U.S.A.	10/226,065	August 21, 2002
U.S.A.	10/737,658	December 16, 2003
U.S.A.	10/891,444	July 17, 2004

PRRSV Antigenic Sites Identifying Peptide Sequences of PRRS Virus for use in Vaccines or Diagnostic Assays

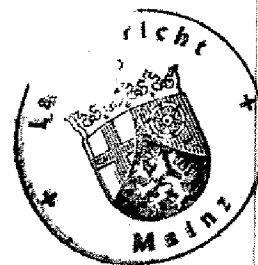
Country	Patent (Application) No.	Filing Date
Australia	754938	November 19, 1999
Brazil	PI 9809221-9	November 5, 1999
Canada	2,289,980	November 5, 1999
China	98805821.9	December 6, 1999
Czech Republic	PV 3932-99	November 5, 1999
Europe	98921916.7 (EP 980,387)	December 6, 1999
Hungary	P0002176	November 5, 1999
Japan	10-547938	November 8, 1999
South Korea	99-7010289 (0388257)	November 6, 1999
Mexico	9910185	November 5, 1999
Poland	P336714	November 8, 1999
Russia	2220978	December 3, 1999
Slovakia	PV 1526-99	November 5, 1999
Ukraine	99126600	December 3, 1999
U.S.A.	6,495,138	November 5, 1999

Infectious Clones of RNA Viruses and Vaccines and Diagnostic Assays Derived thereof

Country	Patent (Application) No.	Filing Date
Australia	719991	April 23, 1999
Brazil	PI 9712592-0	April 29, 1999
Canada	2,272,046	April 22, 1999
China	ZL 97180706.X	June 16, 1999
Czech Republic	PV 1564-99	April 30, 1999
Europe	97954491.3 (EP 935,660)	April 23, 1999
Hungary	P9903829	April 30, 1999
Indonesia	ID0007706	April 30, 1999
Japan	10-520321	April 28, 1999
South Korea	99-703788 (0437254)	April 29, 1999
Mexico	993967	April 28, 1999
Malaysia	PI 9705141	October 29, 1997
Philippines	1-1997-58342	October 29, 1997
Philippines	1-2003-000294	June 30, 2003
Poland	P333070	April 30, 1999
Slovakia	PV 547-99	April 23, 1999
Thailand	040372	October 28, 1997
Taiwan	86116150	October 30, 1997
Ukraine	99052951	May 27, 1999
U.S.A.	6,268,199	October 12, 1999
U.S.A.	09/874,626	June 5, 2001
U.S.A.	10/750,410	December 30, 2003
U.S.A.	10/750,409	December 30, 2003
Vietnam	2786	April 29, 1999
South Africa	97/9732	October 29, 1997

Lapsed Applications

Country	Patent (Application) No.	Filing Date
Australia	9221965	
Europe	96203024 (EP 839,912)	



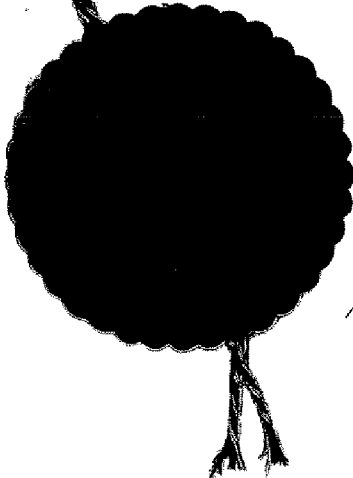
UR.Nr. 654/2005

Hereby, I confirm that above personal signature of

- Mr. Dr. Albrecht K i s s e l, born 10th day of May 1962, residing at 65197 Wiesbaden, Klarenthaler Str. 5,
 - Mr. Dr. Hubert H u m m e l t, born 20th day of February 1947, residing at 55218 Ingelheim am Rhein, Magdeburgerstr. 33, -personally known-
 - Mr. Dr. Rainer B a u s c h, born 01st day of December 1943, residing at 85774 Unterföhring, Hofäckerallee 3
- identified by presentation of his valid ID-card-
were executed in my presence.

Furthermore the undersigned Notary Public of 55218 Ingelheim, Germany herewith certifies that the above/attached assignment document has been signed by Dr. Albrecht Kissel and Dr. Hubert Hummelt, who are fully authorized to act on behalf of Boehringer Ingelheim Vetmedica GmbH in their capacities as Head of Business Development and Head of Intellectual Property Rights and Technological Licensing.

Ingelheim am Rhein, the 05th day of April 2005/Ge



Notar

Die Übereinstimmung der vorstehenden
Kopie mit der Urschrift wird hiermit
beglaubigt.

Ingelheim am Rhein, den 05. April 2005

Notar



PATENT