Facsimile of SB/1595.

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):

Repligen Corporation

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

2. Name and address of receiving party(ies)

Name: Genetics Institute, Inc.

Street Address: 87 CambridePark Drive

City: Cambridge

State: MA

Country: United States Zip: 02140

Additional name(s) & address(es) attached? [ ] Yes [X] No

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

Execution Date(s): September 1, 1995

[ ] Assignment [ ] Merger [ ] Change of Name

[ ] Security Agreement [ ] Joint Research Agreement

[ ] Government Interest Assignment

[ ] Executive Order 9424, Confirmatory License

[X] Other Asset Acquisition Agreement

4. Application or patent number(s):

[ ] This document is being filed together with a new application.

A. Patent Application No.(s)

08/253,783

B. Patent No.(s)

Additional numbers attached? [ ] Yes [X] No

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

Name: DeAnn F. Smith
FOLEY HOAG LLP

Internal Address: Atty. Dkt.: WYS-02001

Street Address: 155 Seaport Blvd

City: Boston

State: MA Zip: 02210

Phone Number: (617) 832-1264

Fax Number: (617) 832-7000

Email Address: dsmith@foleyhoag.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) $ 40.00

[ ] Authorized to be charged by credit card

[X] 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 06-1448

Authorized User Name DeAnn F. Smith

9. Signature

Signature

May 12, 2008
Date

DeAnn F. Smith - 36,683
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 44

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being transmitted by facsimile to the Patent and Trademark Office, facsimile no. (571) 273-0140, on the date shown below.

Dated: May 12, 2008 Signature: (Lindalee Pegram)

CH $40.00 061448 08253783

9-1-95 Final

ASSET ACQUISITION AGREEMENT

ASSET ACQUISITION AGREEMENT (the "Agreement") made as of the 1st day of September, 1995 (the "Effective Date") between Genetics Institute, Inc., a Delaware corporation with its principal office at 87 CambridgePark Drive, Cambridge, Massachusetts 02140 ("GI") and Repligen Corporation, a Delaware corporation with its principal office at One Kendall Square, Building 700, Cambridge, Massachusetts 02139 ("Repligen").

1. **Background.** Repligen is engaged in the discovery, development and commercialization of biotechnology products, including products from its Immune Modulation Business (defined below). GI and Repligen are parties to a July 21, 1995 binding letter agreement (the "Letter"), pursuant to which GI agreed to purchase, and Repligen agreed to sell, all of its interests in certain Patents, Know-How and Contractual Rights (defined below as the "Repligen Rights") which comprise or are used in the Immune Modulation Business, subject to execution of a definitive agreement specifying the terms and conditions of such purchase and sale. In consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

2. **Definitions.**

2.1. "**Affiliate**" means any corporation, company, partnership, joint venture and/or firm which controls, is controlled by or is under common control with a Party. For purposes of this Section 2.1, "control" means (a) in the case of corporate entities, direct or indirect ownership of (i) at least fifty percent (50%) of the stock or shares entitled to vote for the election of directors or (ii) equity securities with a value equal to at least fifty percent (50%) of all outstanding equity securities; and (b) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest or the power to direct the management and policies of such noncorporate entities. Notwithstanding the foregoing, American Home Products Corporation ("AHP") and/or any of its affiliates shall not be Affiliates of GI for purposes of this Agreement unless GI designates AHP and/or one or more of its affiliates as an Affiliate by written notice to Repligen or GI ceases to have shareholders other than AHP and/or its affiliates.

2.2. "**Confidential Information**" includes, without limitation, any scientific, technical, trade or business information possessed, obtained by, developed for or given to one Party by the other which is treated by the Party providing such information as confidential or proprietary, whether or not that information is labelled or identified as "Confidential". Confidential Information does not include information which (a) was known to the receiving Party without a confidentiality obligation to the disclosing Party at the time it was disclosed, other than by previous disclosure by the disclosing Party, as evidenced by written

records at the time of disclosure; (b) is at the time of disclosure or later becomes publicly known under circumstances involving no breach of this Agreement; (c) is lawfully and in good faith made available to the receiving Party by a third party who did not derive it directly or indirectly from the disclosing Party and who was under no confidentiality obligations to the disclosing Party with respect to such information; or (d) is independently developed by the receiving Party.

2.3. **"Contractual Rights"** means Repligen's rights and obligations under the Repligen Contracts, including, without limitation, to the extent possessed by Repligen under any Repligen Contract, the right to communicate with the third parties to such Repligen Contracts about the performance of such contracts and the relationship of the parties thereto, the right to control Patent prosecutions, maintenance and enforcement under such Repligen Contracts and the right to control all other matters related thereto.

2.4. **"FDA"** means the United States Food and Drug Administration.

2.5. **"Immune Modulation Business"** means all of Repligen's business which is related to the discovery, development and/or commercialization of the CTLA4 (including, but not limited to, CTLA4-Ig), B7 (including, but not limited to, B7.1 and B7.2) and CD28 co-stimulatory pathways.

2.6. **"IND"** means an Investigational New Drug application or its equivalent for initiating clinical trials in the United States or any corresponding or equivalent foreign application, registration or certification.

2.7. **"Know-How"** means, without limitation, ideas, concepts, discoveries, inventions, developments, know-how, trade secrets, techniques, methodologies, modifications, innovations, improvements, writings, documentation, data, Materials and other rights (whether or not protectible under state, federal, or foreign patent, trademark, copyright or similar laws).

2.8. **"Materials"** means any biological or other materials, including, without limitation, any DNA samples, genes or gene products, constructs, natural and recombinant proteins, conditioned media, transfected cells, established transfected cell lines, antisera, monoclonal antibodies, monoclonal antibody producing cell lines and other cell lines and reagents, and all progeny of any of the foregoing, as applicable, which are used in, or are a part of, or are necessary or desirable for the conduct of, the Immune Modulation Business.

2.9. **"Net Sales"** means the aggregate United States dollar equivalent of gross revenues derived by or payable to GI and its Affiliates from or on account of the sale or distribution of Products to third parties, less (a) reasonable credits or allowances, if any, actually granted on account of price adjustments, recalls,

rejection or return of Products previously sold, (b) separately itemized excises, sales taxes, value added taxes, consumption taxes, duties or other taxes imposed upon and paid by GI and its Affiliates with respect to such sales (excluding income or franchise taxes of any kind) and (c) separately itemized insurance and transportation costs incurred and paid by GI and its Affiliates in shipping Products to such third parties. No deduction shall be made for any item of cost incurred by GI or its Affiliates in preparing, manufacturing, shipping or selling Products except as permitted pursuant to clauses (a), (b) and (c) of the foregoing sentence. Net Sales shall not include any transfer between GI and any of its Affiliates for resale, but shall include the resale price to a third party payable to such Affiliates.

If GI or an Affiliate sells Products to a sublicensee or distributor which is not an Affiliate, the gross revenues derived by or payable to GI or the applicable Affiliate on account of such sale shall be the gross revenues received by GI and/or the applicable Affiliate from the sale of Products to the distributor or sublicensee. If the distributor or sublicensee is an Affiliate, then gross revenues derived by or payable to GI or the applicable Affiliate shall be those received from the sale to the first third party which is not an Affiliate.

In the event that GI or any of its Affiliates shall make any transfer of Products to third parties for other than monetary value, such transfer shall be considered a sale hereunder for accounting and royalty purposes. Net Sales for any such transfers shall be determined on a country-by-country basis and shall be the average price of "arms length" sales by GI or its Affiliates in such country during the royalty reporting period in which such transfer occurs or, if no such "arms length" sales occurred in such country during such period, during the last period in which such "arms length" sales occurred. If no "arms length" sales have occurred in a particular country, Net Sales for any such transfer in such country shall be the average price of "arms length" sales in all countries by GI.

If a Product is sold as part of a system, package or combination product wherein other components are capable of being sold as separate products not dependent on the Product, Net Sales for the purpose of calculating Royalties shall be calculated by multiplying the Net Sales of the combination product by the fraction A/B, where "A" is the average unit price of the Product when sold separately and "B" is the average unit price of the combination Product. If such Product is not sold separately, the Net Sales of such combination Product shall be negotiated in good faith by the Parties.

Notwithstanding the foregoing, no transfer of Products for testing, pre-clinical, clinical or developmental purposes or as samples shall be considered a sale hereunder for accounting and royalty purposes.

2.10. **"Party"** means GI or Repligen; **"Parties"** means GI and Repligen.

2.11. **"Patents"** means all patents and patent applications and foreign counterparts thereof (which for all purposes of this Agreement shall be deemed to include certificates of invention and applications for certificates of invention and priority rights), together with any reissues, extensions or other governmental acts which effectively extend the period of exclusivity by the patent holder, substitutions, confirmations, registrations, revalidations, additions, continuations, continuations-in-part, or divisions of or to any of the foregoing.

2.12. **"PLA"** means a Product License Application or its equivalent in the United States or any corresponding foreign application, registration, or certification.

2.13. **"Product"** means any composition, device or other product of any nature whatsoever, (a) the manufacture, use, sale or other disposition of which is covered by a Valid Claim of a Patent within the Repligen Rights or (b) that uses, incorporates or is made from any of the Know-How within the Repligen Rights.

2.14. **"Repligen Rights"** means the Patents, Know-How and Contractual Rights to be acquired by GI from Repligen under this Agreement. The Repligen Rights are comprised of the following:

a. **"Repligen Know-How"** means Repligen's ownership interest in all Know-How relating to the Immune Modulation Business which (i) was owned by Repligen on the date of the Letter or (ii) is conceived, discovered, invented, developed, created, made or reduced to practice by Repligen, alone or jointly with others (including, without limitation, GI) following the date of the Letter or pursuant to Section 6.1, below.

b. **"Repligen Patent Rights"** means Repligen's ownership interest in all Patents covering inventions which relate to the Immune Modulation Business which (i) was owned by Repligen on the date of the Letter (including, without limitation, the Patents listed on **Schedule A** to this Agreement) or (ii) is conceived, discovered, invented, developed, created, made or reduced to practice by Repligen, alone or jointly with others (including, without limitation, GI) following the date of the Letter or pursuant to Section 6.1, below.

c. **"Therion Rights"** means all Contractual Rights under the agreements between Repligen and Therion Biologics Corporation ("Therion") listed on **Schedule B** to this Agreement (the "Therion Contracts").

d. **"Roche Rights"** means all of Repligen's rights to the Patents, Know-How and Contractual Rights transferred or granted to or otherwise acquired by

Repligen under the agreements between Repligen and Hoffmann-La Roche, Inc. ("Roche") listed on **Schedule C** to this Agreement (the "Roche Contracts"), including, without limitation, the Patents listed on **Schedule C**.

e. **"DFCI Rights"** means all of Repligen's rights to the Patents, Know-How and Contractual Rights transferred or granted to or otherwise acquired by Repligen under the agreements between Repligen and the Dana Farber Cancer Institute, Inc. ("DFCI") listed on **Schedule D** to this Agreement (the "DFCI Contracts"), including, without limitation, the Patents listed on **Schedule D** .

f. **"Michigan Rights"** means all of Repligen's rights to the Patents, Know-How and Contractual Rights transferred or granted to or otherwise acquired by Repligen under the agreements between Repligen and the Regents of the University of Michigan ("Michigan") listed on **Schedule E** to this Agreement (the"Michigan Contracts"), including, without limitation, the Patents listed on **Schedule E**.

g. **"Chicago Rights"** means all of Repligen's rights to the Patents, Know-How and Contractual Rights transferred or granted to or otherwise acquired by Repligen under the agreement between Repligen and The University of Chicago ("Chicago") listed on **Schedule F** to this Agreement (the "Chicago Contracts"), including, without limitation, the Patents listed on **Schedule F**.

h. **"Minnesota Rights"** means all of Repligen's rights to the Patents, Know-How and Contractual Rights transferred or granted to or otherwise acquired by Repligen under the agreement between Repligen and the Regents of the University of Minnesota ("Minnesota") listed on **Schedule G** to this Agreement (the "Minnesota Contract"), including, without limitation, the Patents listed on **Schedule G**.

i. **"Navy Rights"** means all of Repligen's rights to the Patents, Know-How and Contractual Rights transferred or granted to or otherwise acquired by Repligen under the Cooperative Research and Development Agreement between Repligen and The Naval Medical Research and Development Command (the "Navy"), as amended, all as listed on **Schedule H** to this Agreement (the "Navy CRADA"), including, without limitation, the Patents listed on **Schedule H**.

j. **"BWH Rights"** means all of Repligen's rights to the Patents, Know-How and Contractual Rights transferred or granted to or otherwise acquired by Repligen under the agreement between Repligen and The Brigham and

Women's Hospital listed on **Schedule I** to this Agreement (the "BWH Contract"), including, without limitation, the Patents listed on **Schedule I**.

k. **"Coulter Rights"** means the Contractual Rights under the agreement between Repligen and Coulter Corporation ("Coulter") listed on **Schedule J** to this Agreement (the "Coulter Contract").

2.15. **"Repligen Contracts"** means the Therion Contracts, the Roche Contracts, the DFCI Contracts, the Michigan Contracts, the Chicago Contracts, the Minnesota Contract, the Navy CRADA, the BWH Contract, the Coulter Contract and any other contracts, including, without limitation (a) agreements with consultants which are listed on **Schedule K** to this Agreement and (b) any other contracts entered by Repligen prior to the Effective Date which relate to the Immune Modulation Business.

2.16. **"Tangible Technology"** means the Materials listed on **Schedule L** to this Agreement, together with the physical embodiments of the Know-How listed on **Schedule L** to this Agreement.

2.17. **"Valid Claim"** means, with respect to the manufacture, use or sale of a Product, (a) a claim of an unexpired Patent which shall not have been withdrawn, canceled or disclaimed, nor held invalid or unenforceable by a court of competent jurisdiction in an unappealed or unappealable decision or (b) a claim of a patent application which is either (i) the subject of a pending patent interference proceeding or (ii) supported by the disclosure of such application or any prior filed patent application for a cumulative period not exceeding seven (7) years from the earliest date of such supporting disclosure for such claim in any such patent application.

3. **Acquisition of Repligen Rights.**

3.1. **Sale and Delivery of Repligen Rights.** Subject to and upon the terms and conditions of this Agreement, upon execution of this Agreement Repligen shall and hereby does grant to GI the right to acquire from Repligen, by sale, transfer, conveyance, assignment, license, sublicense or otherwise, and GI shall acquire from Repligen, all of the Repligen Rights, with GI having the right to specify and/or modify the mechanism and/or structure of such acquisition, as provided in Section 3.2, below. Pursuant to such grant, Repligen does hereby (a) sell, transfer, convey and assign to GI, as of the Effective Date, (i) the Repligen Patent Rights, the Repligen Know-How, the Therion Rights, the Roche Rights, the Michigan Rights and the DFCI Rights, (ii) such other Repligen Rights which may be assigned pursuant to the consent or approval of a third party which has been obtained prior to execution of this Agreement and (iii) such other Repligen

Rights which may be assigned without the consent or approval of any third party and (b) grant to GI an exclusive sublicense, with the right to further sublicense, to all Repligen Rights (other than those Repligen Rights assigned to GI under Subsection (a) of this Section) which may be sublicensed without the consent or approval of any third party. GI has received from Repligen, and has independently reviewed, the Repligen Contracts, including, without limitation, the provisions in such Repligen Contracts which pertain to permitted assignments thereof and/or sublicenses thereunder. It is the Parties' intention that neither the mechanism and/or structure of GI's acquisition of the Repligen Rights, as specified in this Section 3.1, nor any changes made by GI to the mechanism and/or structure of such acquisition, as provided in Section 3.2, below, shall result in a material breach by Repligen of one or more of the Repligen Contracts. Other than as provided in Sections 5.1(b) and 5.2, below, GI's decision to relinquish its rights to one or more of the Patents, Know-How or Contractual Rights which comprise the Repligen Rights shall not alter the consideration payable by GI to Repligen for all of the Repligen Rights.

3.2. **Form of Acquisition; Subsequent Changes.** At any time and from time to time after the execution of this Agreement until July 21, 1996, GI shall have the right to specify and/or change the mechanisms and/or structure of its acquisition of one or more of the Repligen Rights, subject to the provisions of this Section 3.2. GI shall have the right to take into consideration, without limitation, marketing, operational, legal, financial, tax and contractual considerations in selecting and/or changing the mechanisms and/or structure of its acquisition of the Repligen Rights. Following selection by GI of a mechanism and/or structure for its acquisition of certain of the Repligen Rights, and upon specification by GI of a change in the mechanism and/or structure of such acquisition, at GI's request Repligen promptly shall execute and deliver such documents, and take such other action, as GI may reasonably request to change such mechanisms and/or structure, provided only that such revised arrangements do not materially disadvantage Repligen.

3.3. **Repligen Actions.** At any time and from time to time after the execution of this Agreement, at GI's request and without further consideration, Repligen promptly shall execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation as GI may reasonably request to more effectively (a) transfer, convey and assign to GI, and to confirm GI's title to, or (b) license or sublicense to GI, and to confirm GI's right to practice under, as applicable, the Repligen Rights, to put GI in actual possession and operating control thereof, and to assist GI in exercising all rights with respect thereto and to carry out the purpose and intent of this Agreement. In addition, at GI's request and at GI's sole cost and expense, Repligen promptly shall take such other actions as GI may request to accomplish the objectives set forth in Subsections (a) and (b) of this Section. Repligen shall not take or, consistent with the preceding sentence,

permit any act or omission which would interfere with GI's acquisition of the Repligen Rights under the mechanisms and/or structures initially or subsequently selected by GI under this Agreement.

3.4. **Transfer of Tangible Technology.** Promptly following execution of this Agreement, Repligen shall transfer to GI, without further consideration, the Tangible Technology, and shall provide GI with (a) such other related documentation, data, records or Know-How in Repligen's possession and/or control and (b) any related assistance which GI may reasonably require or which GI reasonably determines is necessary, desirable or useful in order for GI to develop, perform preclinical and clinical studies on, use, register for FDA approval, manufacture, have manufactured, distribute and/or sell Products. Repligen shall notify GI when it believes that the Tangible Technology, together with such other documentation, data, records and Know-How has been transferred to GI. GI shall use commercially and scientifically reasonable efforts to promptly verify whether the Tangible Technology, together with such other documentation, data, records and Know-How, has been transferred to GI. If GI determines that the Tangible Technology, etc. has been successfully transferred, GI shall promptly pay the Technology Transfer Fee set forth in Section 5.1(b), below. If GI determines that the Tangible Technology, etc. has not been successfully transferred, GI promptly shall notify Repligen and shall provide Repligen with a list of the Tangible Technology and such other documentation, data, records and Know-How which has yet to be successfully transferred to GI under this Agreement. In the event GI and Repligen are unable to agree upon the success of this technology transfer, senior executives from each of GI and Repligen shall meet promptly in order to discuss and resolve the outstanding technology transfer issues facing the Parties.

4. **Repligen's Continuing Rights to Develop Small Molecules.**

4.1. **Grant of Rights from GI.** To the extent GI acquires certain of the Repligen Rights under this Agreement by sale or assignment, GI grants to Repligen (a) a co-exclusive (with GI and its Affiliates and sublicensees), royalty-free license under the Patents which are part of such Repligen Rights, and (b) a co-exclusive (with GI and its Affiliates and sublicensees), royalty-free license to use the Know-How which is part of such Repligen Rights, for the sole and exclusive purpose of screening for, developing, making, having made, using and selling small molecules which would interfere with the interaction of CD28 and/or CTLA4 with B7 (including, but not limited to, B7.1 or B7.2). In the event Repligen is not screening for, developing, making, having made, using or selling such small molecules itself, Repligen shall have the right to sublicense its rights under this Section to one (but not more than one at any time) Affiliate or third party sublicensee, provided that such Affiliate or sublicensee is licensed in connection with Repligen's assays and leads in this field.

4.2. **Reservation of Rights.** To the extent GI acquires certain Repligen Rights under this Agreement by license or sublicense, Repligen reserves for itself a co-exclusive (with GI and its Affiliates and sublicensees) right to practice such Repligen Rights for the sole and exclusive purpose of screening for, developing, making, having made, using and selling small molecules which would interfere with the interaction of CD28 and/or CTLA4 with B7 (including, but not limited to, B7.1 or B7.2). In the event Repligen is not screening for, developing, making, having made, using or selling such small molecules itself, Repligen shall have the right to sublicense such Repligen Rights in this reserved field to one (but not more than one at any time) Affiliate or third party sublicensee, provided that such Affiliate or sublicensee is licensed in connection with Repligen's assays and leads in this field.

5. **Consideration.** In full consideration of the sale, assignment, transfer, license and/or sublicense to GI of the Repligen Rights, GI shall pay Repligen (a) the Acquisition Base Price and the Technology Transfer Fee set forth in Section 5.1, (b) the IND Approval Fee set forth in Section 5.2, (c) the PLA Approval Fees set forth in Section 5.3 and (d) the Royalties set forth in Section 5.4, all subject to the terms and conditions of this Agreement.

5.1. **Acquisition Price.**

a. **Acquisition Base Price.** Upon execution of this Agreement by both Parties, GI shall pay Repligen Two Million Dollars ($2,000,000.00)(the "Acquisition Base Price").

b. **Technology Transfer Fee.** Upon the earlier of (i) successful transfer by Repligen to GI of the Tangible Technology, as required under Section 3.4, above, or (ii) January 15, 1996, GI shall pay Repligen Five Hundred Thousand Dollars ($500,000.00)(the "Technology Transfer Fee"); *provided, however*, as set forth in Section 5.5, below, GI shall have the right not to pay this Technology Transfer Fee by giving written notice to Repligen prior to the first to occur of (x) January 15, 1996 or (y) thirty (30) days after agreement by the parties that the Tangible Technology has been successfully transferred, in which case GI shall exclusively license back to Repligen, without further consideration, any rights GI has acquired under this Agreement to develop and commercialize CTLA4-Ig.

5.2. IND Approval Fee. Upon the earlier of (a) FDA approval of a Phase II IND sponsored by GI (or an Affiliate, licensee or assignee of GI, but not an investigator-sponsored IND) for CTLA4-Ig or (b) January 21, 1997, GI shall pay Repligen One Million Dollars ($1,000,000.00)(the "IND Approval Fee"); *provided, however*, as set forth in Section 5.5, below, GI shall have the right not to pay this IND Approval Fee by giving written notice to Repligen prior to the

first to occur of (x) January 21, 1997 or (y) thirty (30) days after the FDA approval referred to in Subsection (a) of this Section, in which case GI shall exclusively license back to Repligen, without further consideration, any rights GI has acquired under this Agreement to develop and commercialize CTLA4-Ig.

5.3. **PLA Approval Fees.** Upon each separate FDA approval of a PLA submitted by GI (or an Affiliate or assignee, but not a licensee or sublicensee, of GI) for the sale of a Product developed by GI (or an Affiliate or assignee, but not a licensee or sublicensee, of GI), GI shall pay Repligen Two Million Dollars ($2,000,000.00)(a "PLA Approval Fee"); *provided, however*, in the event GI (or an Affiliate or assignee of GI) is obligated as an assignee, licensee or sublicensee of any of the Repligen Rights to make benchmark, license fee or milestone payments to any third parties under the Repligen Contracts with respect to such Product, GI shall have the right to reduce the amount of such PLA Approval Fee by the amount of such third party payments which have not been recovered by prior deductions taken against PLA Approval Fee payments to Repligen, but no such reductions will reduce any one PLA Approval Fee below One Million Dollars ($1,000,000.00).

5.4. **Royalties.** GI shall pay to Repligen royalties (the "Royalties") as follows:

a. **CTLA4-Ig Products.** For each Product in which the Ig constant heavy chain is fused with the CTLA4 molecule for the purpose of inhibiting the signal two pathway (*i.e.*, CTLA4 interaction with B7) (as used in this Section, a "CTLA4-Ig Product"), GI shall pay to Repligen ten percent (10%) of Net Sales to unaffiliated third parties by GI and its Affiliates of such CTLA4-Ig Products and fifty percent (50%) of all consideration received by GI from sublicenses to unaffiliated third parties, all subject to the following reductions:

i. Royalty payments to Repligen shall be reduced to the extent of any royalty payments due and payable by GI with respect to CTLA4-Ig Products under the Repligen Contracts as a result of their assignment or termination; and

ii. Royalty payments to Repligen shall be further reduced by fifty percent (50%) of any other payments made by GI or its Affiliates to unaffiliated third parties pursuant to license or similar agreements required in order to make, have made, use, sell and/or otherwise commercialize CTLA4-Ig Products;

provided that the Royalty payable by GI to Repligen after the reductions under subsections (i) and (ii), above, shall not be less than an amount equal to five percent (5%) of Net Sales less fifty percent (50%) of the

Royalties described in Subsection (i) of this Subsection, and in no event less than three and 125/1000 percent (3.125%) of Net Sales.

b. **Non-CTLA4-Ig Products.** With regard to all Products other than CTLA4-Ig Products, GI agrees to pay one percent (1.0%) of Net Sales by GI and its Affiliates and without any share of sublicense royalties, less fifty percent (50%) of any payments due and payable by GI with respect to such Products under the Repligen Contracts as a result of their assignment to or termination by GI. The Royalty payable to Repligen under this subsection shall in no event be less than one-half percent (0.5%) of Net Sales. If the Repligen Contracts are not assigned to or terminated by GI, this royalty rate shall not be less than Repligen's applicable surviving payments under the Repligen Contracts plus one-half percent (0.5%).

c. **Royalty Calculations.** The beginning of the annual period, for the purpose of calculating Royalties, shall be the calendar quarter of Net Sales of a Product following market approval anywhere in the world. Royalties shall be payable on a Product-by-Product and a country-by-country basis for the life of any of the Patent rights in the case of each Product the manufacture, use or sale of which is covered by a Valid Claim under applicable Patent rights within the Repligen Rights, or, in the absence of such Patent rights, ten (10) years from the first commercial sale, on a country-by-country basis, of any Product using any of the Know-How contained in the Repligen Rights.

d. **Reports and Payment.** GI shall deliver to Repligen, within sixty (60) days after the end of each calendar quarter, a written report showing its computation of Royalties due under this Agreement for such calendar quarter. All Net Sales shall be segmented in each such report according to sales on a country-by-country basis, including the rates of exchange used to convert such Royalties to United States Dollars from the currency in which such sales were made. Subject to the provisions of Subsections (e) and (f) of this Section, simultaneously with the delivery of each such report, GI shall tender payment in United States Dollars of all Royalties shown to be due therein.

For purposes hereof, the rates of exchange to be used for converting Royalties hereunder to United States Dollars shall be the closing price published for the purchase of United States Dollars in the East Coast Edition of the Wall Street Journal for the last business day of the calendar quarter for which payment is due.

Any Royalties not paid to Repligen when due hereunder shall bear interest at the prime rate announced by Citicorp, N.A., New York, or its successor, as such prime rate is in effect from time to time, plus two percent (2%), from the date such Royalties were due until the date such Royalties are paid.

e. **Foreign Royalties.** Where royalties are due hereunder for sales of Products in a country where, by reason of currency regulations or taxes of any kind, it is impossible or illegal for GI to transfer royalty payments to Repligen for Net Sales in that country, such royalties shall be deposited in whatever currency is allowable by GI for the benefit or credit of Repligen in an accredited bank in that country that is reasonably acceptable to Repligen.

f. **Taxes.** Any and all income or similar taxes imposed or levied on account of the receipt of Royalties payable under this Agreement which are required to be withheld shall be paid by GI on behalf of Repligen and shall be paid to the proper taxing authority. Proof of payment shall be secured and sent to Repligen by GI as evidence of such payment in such form as required by the tax authorities having jurisdiction over GI. Such taxes shall be deducted from the Royalty that would otherwise be remittable by GI.

g. **Records.** GI shall keep, for a period of at least two (2) years, full, true and accurate books of accounts and other records containing all information and data which may be necessary to ascertain and verify the Royalties payable hereunder. During such two-year period, Repligen shall have the right from time to time (not to exceed twice during each calendar year), during regular business hours upon reasonable notice to GI, to have an independent public accountant under appropriate confidentiality obligations inspect such books of account and other records, for the limited purpose of ascertaining and verifying the Royalties payable hereunder. In the event such inspection reveals a deficiency in excess of ten percent (10%) of the Royalties payable to Repligen for the period audited, and GI agrees with such figures, or if it is adjudicated that there is a deficiency in excess of such amount, then GI, in addition to the immediate payment of all Royalties then due to Repligen, shall bear the direct cost of all reasonable accountants' fees actually incurred by Repligen in conducting such formal examination or inspection.

5.5. **Decision by GI not to Develop CTLA4-Ig.** GI shall have the right not to develop and commercialize a CTLA4-Ig Product under this Agreement, by giving timely written notice to Repligen of such decision, as provided in Sections 5.1(b) and 5.2, above. By giving such notice to Repligen, GI shall have the right not

to pay Repligen the Technology Transfer Fee, as set forth in Section 5.1(b), above, and/or the IND Approval Fee, as set forth in Section 5.2, above.

6. **Assumption of Certain Expense Obligations.**

6.1. **Repligen Research Activities.** Following execution of this Agreement, GI and Repligen shall periodically meet to discuss the completion of any on-going research activities and experiments underway at Repligen involving the Repligen Rights. In the event Repligen performs such activities, GI shall reimburse Repligen at the fully allocated cost for mutually agreed activities carried on after the signing of the Letter (as implemented by this Agreement) and all results of such work shall be deemed to be Repligen Rights which may be acquired by GI as Repligen Patent Rights or Repligen Know-How under the terms and conditions of this Agreement.

6.2. **Patent Expenses; Expenses under Repligen Contracts.** GI and Repligen agree that expenses incurred by Repligen with GI's prior written consent following execution of the Letter to file, prosecute and maintain Patents within the Repligen Rights will be reimbursed by GI. GI shall assume, pay and perform when due all of Repligen's obligations under the Repligen Contracts, including, without limitation, those obligations relating to the control of, and payment for, Patents under the Repligen Contracts, which are to be paid or performed by Repligen following execution of the Letter, but excluding any legal fees and related costs incurred by Repligen in connection with the negotiation and execution of the Letter and/or this Agreement.

7. **Representations of the Parties**

7.1. **Of Repligen.** Repligen represents and warrants to GI as follows:

a. **Organization.** Repligen is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, and has all requisite power and authority (corporate and other) to execute and deliver this Agreement and, subject to any consents required from a third party which is a party to a Repligen Contract, to consummate the transactions contemplated hereby.

b. **Authorization.** The execution and delivery of this Agreement by Repligen, and the consummation by Repligen of all transactions contemplated hereby, have been duly authorized by all requisite corporate and shareholder action. This Agreement constitutes the valid and legally binding obligation of Repligen, enforceable against Repligen in accordance with its terms, subject to any consents required from third parties to the Repligen Contracts. The execution, delivery and performance by Repligen

of this Agreement, and the consummation by GI of the transactions contemplated hereby, will not, with or without the giving of notice or the passage of time or both, (a) violate the provisions of any law, rule or regulation applicable to Repligen; (b) violate the provisions of the Certificate of Incorporation or Bylaws of Repligen; (c) violate any judgment, decree, order or award of any court, governmental body or arbitrator; or (d) subject to any consents required from a third party which is a party to a Repligen Contract, conflict with or result in the breach or termination of any term or provision of, or constitute a default under, or cause any acceleration under, or cause the creation of any lien, charge or encumbrance upon the properties or assets of Repligen pursuant to, any indenture, mortgage, deed of trust or other instrument or agreement to which Repligen is a party or by which Repligen or any of its properties is or may be bound.

c. **Other Intellectual Property Rights.** Except as set forth on **Schedule M**, Repligen is not aware of any Patents or Know-How held by Repligen or any third party relating to, covering, or which could otherwise interfere with, GI's exploitation of the Repligen Rights acquired by GI under this Agreement.

d. **Contracts.** Except for the Repligen Contracts, Repligen is not aware of any confidentiality restrictions, limitation on use restrictions, or other contractual restrictions which would prevent Repligen from disclosing any of the Repligen Rights to GI or which would otherwise restrict or interfere with GI's exploitation of the Repligen Rights acquired by GI under this Agreement.

e. **No Other Contracts.** Except for the Repligen Contracts, Repligen has not entered any other agreements relating to the Repligen Rights.

f. **No Other Funding Obligations.** Except as set forth in the Repligen Contracts, Repligen has no obligations to fund any collaborators, make payments, or otherwise pay any royalties, or any option, license, sublicense or similar fees or payments to third parties with respect to the Repligen Rights.

g. **No Defaults.** Repligen is not in default of any of the Repligen Contracts and has not been notified of any default or received any notice of termination under any Repligen Contract, and each Repligen Contract is a binding and enforceable agreement in accordance with its terms, subject to equitable limitations on specific performance.

h. **Options under Repligen Contracts.** Except as set forth in **Schedule N** to this Agreement, all option rights and rights of first refusal set forth in the Repligen Contracts are valid, unexpired and exercisable in accordance with their terms, and that Repligen has invested at least the required minimum resources for all such rights to remain in force.

i. **Unlicensed Inventions Subject to Option.** To the best of Repligen's knowledge, **Schedule O** sets forth all inventions related to the Repligen Rights made by third parties, alone or in collaboration with Repligen, through the Effective Date, for which Repligen has an option or a right of first refusal to rights which have not yet been licensed to Repligen.

j. **Execution of Amendment Number 1.** Repligen and DFCI have executed Amendment Number 1 to the July 20, 1993 Repligen-DFCI Licensing Agreement.

k. **Adverse Proceedings.** No action or proceeding by or before any court or other governmental body has been instituted or threatened by any governmental body or person or entity whatsoever which seeks to restrain, prohibit or invalidate the transactions contemplated by this Agreement or which affects the right of GI to acquire, own or use the Repligen Rights.

l. **The Repligen Rights.** Upon execution of this Agreement, with respect to those Repligen Rights which are assigned or sublicensed to GI pursuant to Section 3.1, above, GI shall receive either (a) good, clear and marketable title to the Repligen Rights, for such Repligen Rights acquired by GI by sale, assignment or transfer (subject only to the filing of appropriate Patent assignment forms with the applicable patent agencies), or (b) an exclusive license or sublicense for such Repligen Rights acquired by GI by license or sublicense, as applicable, all such Repligen Rights being free and clear of all liens, liabilities, security interests and encumbrances of any nature whatsoever, other than as set forth in the Repligen Contracts.

7.2. **Of GI.** GI represents and warrants to Repligen as follows:

a. **Organization.** GI is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, and has all requisite power and authority (corporate and other) to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

b. **Authorization.** The execution and delivery of this Agreement by GI, and the consummation by GI of all transactions contemplated hereby, have been duly authorized by all requisite corporate and shareholder action.

This Agreement constitutes the valid and legally binding obligation of GI, enforceable against GI in accordance with its terms. The execution, delivery and performance by GI of this Agreement, and the consummation by GI of the transactions contemplated hereby, will not, with or without the giving of notice or the passage of time or both, (a) violate the provisions of any law, rule or regulation applicable to GI; (b) violate the provisions of the Certificate of Incorporation or Bylaws of GI; (c) violate any judgment, decree, order or award of any court, governmental body or arbitrator; or (d) conflict with or result in the breach or termination of any term or provision of, or constitute a default under, or cause any acceleration under, or cause the creation of any lien, charge or encumbrance upon the properties or assets of GI pursuant to, any indenture, mortgage, deed of trust or other instrument or agreement to which GI is a party or by which GI or any of its properties is or may be bound.

8. **Document Deliveries.** Repligen shall deliver to GI:

8.1. **Opinion of Counsel.** Prior to execution of this Agreement, opinions of Lahive & Cockfield, and Harness, Dickey & Pierce, patent counsel to Repligen, dated as of the Effective Date, in form and content reasonably satisfactory to GI, stating that, without special inquiry and to the best of each firm's knowledge, (a) **Schedule A** sets forth all Patents in which Repligen has an ownership interest relating to the Immune Modulation Business as of the Effective Date and (b) except as set forth on **Schedule M**, such firm is not aware of any Patents held by Repligen (other than those Patents listed on **Schedule A**) or any third party (other than those Patents listed on **Schedules C** through **I**) relating to, covering, or which could otherwise interfere with, GI's exploitation of the Repligen Rights acquired by GI under this Agreement;

8.2. As of the Effective Date, for such Repligen Rights assigned and/or sublicensed to GI under Sections 3.1 (a) and (b), above, and as soon as practicable subsequent to the Effective Date, for those Repligen Rights for which GI has yet to specify the mechanism and/or structure of transfer, as provided in Section 3.2, above, such instruments of conveyance, assignment and transfer, license or sublicense, in form and substance satisfactory to GI, as shall be appropriate to convey, transfer, assign, license or sublicense to, and to vest in, GI, good, clear and marketable title to, or the exclusive right to use Repligen's interests in, as applicable, the Repligen Rights;

8.3. As of the Effective Date, such contracts, files and other data and documents pertaining to the applicable Repligen Rights or Repligen's Immune Modulation Business as GI may reasonably request;

8.4. Such certificates of Repligen's officers and such other documents evidencing satisfaction of the conditions specified in this Section 8 as GI shall reasonably request; and

8.5. Such other documents, instruments or certificates as GI may reasonably request.

9. **Indemnification.**

9.1. **By GI and Repligen.** GI and Repligen each hereby indemnifies and holds harmless the other party against all claims, damages, losses, liabilities, costs and expenses (including, without limitation, settlement costs and any legal, accounting or other expenses for investigating or defending any actions or threatened actions) reasonably incurred by GI or Repligen in connection with each and all of the following:

a. Any breach by the indemnifying Party of any representation or warranty in this Agreement;

b. Any breach of any covenant, agreement or obligation of the indemnifying Party contained in this Agreement or any other agreement, instrument or document contemplated by this Agreement; and

c. Any misrepresentation contained in any statement, certificate or schedule furnished by the indemnifying Party pursuant to this Agreement or in connection with the transactions contemplated by this Agreement.

9.2. **By Repligen.** Repligen further agrees to indemnify and hold harmless GI from any and all claims, damages, losses, liabilities, costs and expenses (including, without limitation, settlement costs and any legal, accounting or other expenses for investigating or defending any actions or threatened actions) reasonably incurred by GI, in connection with each and all of the following:

a. Any claims against, or liabilities or obligations of, Repligen or against the Repligen Rights not specifically assumed by GI pursuant to this Agreement; and

b. Any tax liabilities or obligations of Repligen.

9.3. **By GI.** GI further agrees to defend Repligen, at GI's cost and expense, and will indemnify and hold Repligen harmless from and against any and all product liability related losses, costs, damages, fees or expenses ("Losses") arising out or in connection with the design, manufacture, use, distribution and/or sale of any Product, including, but not limited to, any actual or alleged injury, damage, death or other consequence occurring to any person claimed to result, directly or

indirectly, from the possession, use or consumption of, or treatment with, any Product, whether claimed by reason of breach of warranty, negligence, product defect or otherwise, and regardless of the form in which any such claim is made, provided that the foregoing indemnity shall not apply to the extent that any such Losses are directly or indirectly attributable to Repligen's manufacture or sale to GI of clinical grade CTLA4-Ig pursuant to this Agreement.

9.4. **Claims for Indemnification.** Whenever any claim shall arise for indemnification hereunder the Party seeking indemnification (the "Indemnified Party"), shall promptly notify the Party from whom indemnification is sought (the "Indemnifying Party") of the claim and, when known, the facts constituting the basis for such claim. In the event of any such claim for indemnification hereunder resulting from or in connection with any claim or legal proceedings by a third-party, the notice to the Indemnifying Party shall specify, if known, the amount or an estimate of the amount of the liability arising therefrom. The Indemnified Party shall not settle or compromise any claim by a third party for which it is entitled to indemnification hereunder without the prior written consent of the Indemnifying Party, which shall not be unreasonably withheld, unless suit shall have been instituted against it and the Indemnifying Party shall not have taken control of such suit after notification thereof as provided in Section 9.5 of this Agreement.

9.5. **Defense by Indemnifying Party.** In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any claim or legal proceeding by a person who is not a party to this Agreement, the Indemnifying Party at its sole cost and expense may, upon written notice to the Indemnified Party, assume the defense of any such claim or legal proceeding if it acknowledges to the Indemnified Party in writing its obligations to indemnify the Indemnified Party with respect to all elements of such claim. The Indemnified Party shall be entitled to participate in (but not control) the defense of any such action, with its counsel and at its own expense. If the Indemnifying Party does not assume the defense of any such claim or litigation resulting therefrom within 30 days after the date such claim is made, (a) the Indemnified Party may defend against such claim or litigation, in such manner as it may deem appropriate, including, but not limited to, settling such claim or litigation, after giving notice of the same to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate, and (b) the Indemnifying Party shall be entitled to participate in (but not control) the defense of such action, with its counsel and at its own expense. If the Indemnifying Party thereafter seeks to question the manner in which the Indemnified Party defended such third party claim or the amount or nature of any such settlement, the Indemnifying Party shall have the burden to prove by a preponderance of the evidence that the Indemnified Party did not defend or settle such third party claim in a reasonably prudent manner.

9.6. Limitation. Repligen's representations and warranties shall survive any termination of this Agreement, and in the event of a breach of such representations and warranties, Repligen shall refund to GI, to the extent of its damages, all amounts paid by GI to Repligen under this Agreement, and shall provide GI with a credit against any future payments under this Agreement to the extent GI's damages at such time or in the future exceed the amount of such refund and this shall be GI's sole and exclusive remedy for any breach or inaccuracy.

10. Further Agreements. Repligen agrees that from and after the Effective Date:

10.1. Confidentiality. Each Party shall hold in confidence, and use its best efforts to have all of its officers, directors and personnel hold in confidence, all Confidential Information. Each Party may disclose the other Parties' Confidential Information to persons within its organization and to its Affiliates and any permitted sublicensees who/which have a need to receive such Confidential Information in order to further the purposes of this Agreement and who/which are bound to protect the confidentiality of such Confidential Information. Each Party may disclose the other Party's Confidential Information to a governmental authority or by order of a court of competent jurisdiction, provided that such disclosure is subject to all applicable governmental or judicial protection available for like material and reasonable advance notice is given to the other Parties. Each Party shall use the other Party's Confidential Information solely for the purposes contemplated in this Agreement or for such other purposes as may be agreed upon by the Parties in writing.

10.2. Non-Competition Agreement.

a. For a period of five (5) years from the Effective Date, neither Repligen nor any Affiliate thereof shall (i) develop, test, manufacture, market or sell any product which is related to the CTLA4, B7 and/or CD28 co-stimulatory pathways; *provided, however,* nothing contained in this subsection shall prevent Repligen from screening for, developing and commercializing small molecules which would interfere with the interaction of CD28 and/or CTLA4 with B7 (including, but not limited to, B7.1 or B7.2), as permitted under Section 4, above; and *further provided,* nothing contained in this subsection shall prevent Repligen from developing, testing, manufacturing, marketing and selling a product which is directly related to CTLA4-Ig, in the event GI notifies Repligen pursuant to Section 5.5, above, of its decision not to develop or commercialize a CTLA4-Ig product.

b. The Parties hereto agree that the duration and geographic scope of the non-competition provision set forth in Subsection (a), above are

reasonable. In the event that any court determines that the duration or the geographic scope, or both, are unreasonable and that such provision is to that extent unenforceable, the parties hereto agree that the provision shall remain in full force and effect for the greatest time period and in the greatest area that would not render it unenforceable. The parties intend that this non-competition provision shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America and each and every political subdivision of each and every country outside the United States of America where this provision is intended to be effective. Repligen agrees that damages are an inadequate remedy for any breach of this provision and that GI shall, whether or not it is pursuing any potential remedies at law, be entitled to equitable relief in the form of preliminary and permanent injunctions without bond or other security upon any actual or threatened breach of this non-competition provision.

10.3. **Communication with Contract Parties.** Unless instructed otherwise by GI in writing, Repligen shall not have any communication with respect to the Repligen Contracts with any party to the Repligen Contracts, except with GI's prior written consent, and then only strictly in accordance with GI's instructions.

11. **Termination.**

11.1. **Termination for Breach.** Each Party shall be entitled to terminate this Agreement by written notice to the other Party in the event that the other Party shall be in default of any of its material obligations hereunder, and shall fail to remedy any such default within sixty (60) days after notice thereof by the non-breaching Party. Any such notice shall specifically state that the non-breaching Party intends to terminate this Agreement in the event that the breaching Party shall fail to remedy the default. Upon any termination of this Agreement pursuant to this Section 11.1, neither of the Parties shall be relieved of any obligations incurred prior to the effective date of such termination.

11.2. **Survival of Obligations; Return of Confidential Information.** Notwithstanding any termination of this Agreement, the obligations of the Parties under Sections 9, 10 and 12, as well as under any other provisions which by their nature are intended to survive any such termination, shall survive and continue to be enforceable.

12. **Miscellaneous.**

12.1. **Publicity.** Neither Party shall originate any publicity, news release or other public announcement, written or oral, relating to this Agreement without the prior written approval of the other Party, which approval shall not be

unreasonably withheld, except as otherwise required by law. It is expressly understood that nothing in this Section 12.1 shall prevent a Party from making a disclosure in connection with any required filings with the Securities and Exchange Commission.

12.2. **Notice.** All notices required under this Agreement to be given by one Party to the other shall be in writing and shall be given by addressing the same to the other at the address or facsimile number set forth below, or at such other addresses or facsimile numbers as the Parties may specify in writing. All notices shall become effective when deposited in the United States Mail with proper postage for first class registered or certified mail prepaid, return receipt requested, or when delivered personally, or, if promptly confirmed by mail as provided above, when dispatched by facsimile.

GI: Genetics Institute, Inc.
87 CambridgePark Drive
Cambridge, Massachusetts 02140
Telecopier (617) 876-5851
Attn: Vice President, Corporate Development
Copy: Legal Department

Repligen: Repligen Corporation
One Kendall Square, Building 700
Cambridge, Massachusetts 02139
Telecopier: (617) 494-1786
Attn: Vice President,
Marketing and Corporate Strategy

with a copy to: John M. Cornish, Esq.
Choate, Hall & Stewart
Exchange Place
53 State Street
Boston, Massachusetts 02109

12.3. **Assignment.** This Agreement, and the rights and obligations hereunder, may not be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party, except that upon notice to the other Party, (a) a Party may assign this Agreement to an Affiliate, provided that such Affiliate agrees to be bound to the terms and conditions of this Agreement and (b) a Party may assign this Agreement in connection with the merger, consolidation or sale of all or substantially all of its assets.

12.4. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with regard to its subject matter, and supersedes all previous written or oral representations, agreements and understandings between the Parties.

12.5. No Modification. This Agreement may be changed only by a writing signed by the Parties.

12.6. Headings. The headings contained in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

12.7. Waiver. The waiver by a Party of a breach or a default of any provision of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of a Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power, or privilege by such Party.

12.8. Severability. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any of the provisions of this Agreement is held to be excessively broad or invalid, illegal or unenforceable in any jurisdiction, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law in conformance with its original intent.

12.9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns.

12.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12.11. Applicable Law. This Agreement shall in all events and for all purposes be governed by, and construed in accordance with, the law of the Commonwealth of Massachusetts without regard to any choice of law principle that would dictate the application of the law of another jurisdiction.

IN WITNESS WHEREOF, duly-authorized representatives of the parties have signed this Agreement as a document under seal as of the Effective Date.

GENETICS INSTITUTE, INC.

By _____

Print Name JACK MORGAN

Title VICE PRESIDENT, CORPORATE Development
duly authorized

REPLIGEN CORPORATION

By _____

Print Name Don C. STARK

Title Vice President, Marketing + Corporate Strategy
duly authorized

Schedule A

Repligen Patent Rights

Listed Patents

US Patent Application Serial No. 08/073,223, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 06/04/93. Co-owned with Michigan and Navy.

US Patent Application Serial No. 08/253,964, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 06/03/94. Co-owned with Michigan and Navy.

US Patent Application Serial No. 08/253,751, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 06/03/94. Co-owned with Michigan, Navy and DFCI.

US Patent Application Serial No. 08/453,925 (Div. of USSN 08/253,751), "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 05/30/95. Co-owned with DFCI.

US Patent Application Serial No. 08/403,253, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 03/10/95. Co-owned with Michigan and Navy.

US Patent Application Serial No. 08/435,816, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 05/04/95. Co-owned with Michigan and Navy.

US Patent Application Serial No. 08/101,624, "B7-2: A CTLA4/CD28 Ligand," filed on 07/26/93. Co-owned with DFCI.

US Patent Application Serial No. 08/109,393, "Novel CTLA4/CD28 Ligands and Uses Therefor," filed on 08/19/93. Co-owned with DFCI.

US Patent Application Serial No. 08/280,757 (CIP of USSN 08/109,393), "Novel CTLA4/CD28 Ligands and Uses Therefor," filed on 07/26/94. Co-owned with DFCI.

US Patent Application Serial No. 08/479,744 (CIP of USSN 08/280,757), "Novel CTLA4/CD28 Ligands and Uses Therefor," filed on 06/07/95. Co-owned with DFCI.

US Patent Application Serial No. 08/147,773 (CIP of USSN 08/109,393), "Tumor Cells Modified to Express B7-2 and B7-3 with Increased Immunogenicity and Uses Therefor," filed on 11/03/93. Co-owned with DFCI.

US Patent Application Serial No. 08/456,104 (CIP of USSN 08/147,773), "Tumor Cells Modified to Express B7-2 and B7-3 with Increased Immunogenicity and Uses Therefor," filed on 05/30/95. Co-owned with DFCI.

US Patent Application Serial No. 08/253,783, "Ligands for Induction of Antigen Specific Apoptosis in T Cells," filed on 06/03/94. Co-owned with DFCI.

US Patent Application Serial No. 08/255,220, "Methods for Inhibiting Antigen Specific T Cell Responses," filed on 06/07/94.

US Patent Application Serial No. 08/337,960, "Methods for Inhibiting Graft Versus Host Disease in Bone Marrow Transplantation," filed on 11/10/94. Co-owned with DFCI.

PCT No. PCT/US94/06255, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 06/03/94. Co-owned with Michigan and Navy.

PCT No. PCT/US94/13782, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 12/01/94. Co-owned with Michigan, Navy and DFCI.

PCT No. PCT/US94/08423, "Novel CTLA4/CD28 Ligands and Uses Therefor," filed on 07/26/94.

PCT No. PCT/US95/06726, "Ligands for Induction of Antigen Specific Apoptosis in T Cells," filed on 06/02/95. Co-owned with DFCI.

Schedule B

Therion Contracts

Technology Evaluation and Option Agreement effective as of the 22 day of December, 1994 by and between Repligen and Therion.

Biological Materials Transfer Agreement effective as of the 4th day of May, 1994 between Repligen and Therion, as amended on 6/28/94, 6/25/94, 6/21/94 and 8/14/95.

Schedule C

Roche Contracts and Roche Rights

Contacts

Letter Agreement dated April 13, 1995 by and between Repligen and Roche, together with the related Assignment Agreement dated April 28, 1995 from Roche to Repligen.

Listed Patents

US Patent Application Serial No. 08/224,835, "Antibodies Specifically reactive with the B Lymphocyte Antigen B7-2 and Uses Therefor," filed on 04/08/94.

Schedule D

DFCI Contracts and DFCI Rights

Contracts

Collaborative Research, Research Support, and License Option Agreement effective as of February 15, 1992 by and between DFCI and Repligen.

First Amendment to Collaborative Research, Research Support, and License Option Agreement effective July 20, 1993 by and between DFCI and Repligen.

Second Amendment to Collaborative Research Support and License Option Agreement dated May 12, 1995 by and between DFCI and Repligen.

Licensing Agreement effective as of July 20, 1993 by and between DFCI and Repligen.

First Amendment to Licensing Agreement dated August 30, 1995 by and between DFCI and Repligen.

Biological Materials Transfer Agreement dated August 30, 1995 by and between DFCI and Repligen.

Listed Patents

US Patent Application No. 07/591,300, "DNA Encoding B7, a New Member of the Ig Superfamily with Unique Expression on Activated and Neoplastic B Cells," filed on October 1, 1990.

US Patent Application No. 07/751,306, a Continuation-in-Part Application involving substantially the same subject matter as No. 591,300, filed on August 28, 1991.

US Patent Application Serial No. 08/453,386, "DNA Encoding B7, A New Member of the Ig Superfamily with Unique Expression on Activated and Neoplastic B Cells," filed on 5/30/95.

US Patent Application Serial No. 08/446,200, "Methods for Selectively Modulating a TH2-Type Response within a Population of Activated CD4+ T Cells," filed on 5/19/95.

US Patent Application Serial No. 08/153,262, "DNA Encoding B7, A New Member of the Ig Superfamily with Unique Expression on Activated and Neoplastic B Cells," a File Wrapper Continuation Application of US Patent Application Serial No. 07/751,306, filed on November 15, 1993.

US Patent Application Serial No. 08/101,624, "Novel CTLA4/CD28 Ligands and Uses Therefor," filed on July 26, 1993. Co-owned with Repligen.

US Patent Application Serial No. 08/109,393, "Novel CTLA4/CD28 Ligands and Uses Therefor," a Continuation-in-Part Application of US Patent Application Serial No. 08/101,624, filed on August 19, 1993. Co-owned with Repligen.

US Patent Application Serial No. 08/147,773, "Tumor Cells Modified To Express B7-2 And B7-3 With Increased Immunogenicity And Uses Therefor," filed on November 3, 1993. Co-owned with Repligen.

US Patent Application Serial No. 08/147,772, "Tumor Cells With Increased Immunogenicity And Uses Therefor," filed on November 3, 1993. Co-owned with Repligen, University of Maryland and Harvard University.

US Patent Application Serial No. 08/205,697, "Novel Forms Of T-Cell Costimulatory Molecules And Uses Therefor," filed on March 2, 1994. Co-owned with BWH.

US Patent Application Serial No. 08/253,751, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 06/03/94. Co-owned with Repligen, Michigan and Navy.

US Patent Application Serial No. 08/453,925 (Div. of USSN 08/253,751), "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 05/30/95. Co-owned with Repligen.

US Patent Application Serial No. 08/280,757 (CIP of USSN 08/109,393), "Novel CTLA4/CD28 Ligands and Uses Therefor," filed on 07/26/94. Co-owned with Repligen.

US Patent Application Serial No. 08/479,744 (CIP of USSN 08/280,757), "Novel CTLA4/CD28 Ligands and Uses Therefor," filed on 06/07/95. Co-owned with Repligen.

US Patent Application Serial No. 08/456,104 (CIP of USSN 08/147,773), "Tumor Cells Modified to Express B7-2 and B7-3 with Increased Immunogenicity and Uses Therefor," filed on 05/30/95. Co-owned with Repligen.

US Patent Application Serial No. 08/253,783, "Ligands for Induction of Antigen Specific Apoptosis in T Cells," filed on 06/03/94. Co-owned with Repligen.

US Patent Application Serial No. 08/337,960, "Methods for Inhibiting Graft Versus Host Disease in Bone Marrow Transplantation," filed on 11/10/94. Co-owned with Repligen.

US Patent Application Serial No. 08/114,949, "Transgenic Mammal Deficient in B7," filed on 08/27/93. Co-owned with BWH.

PCT No., PCT/US94/13782, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 12/01/94. Co-owned with Repligen, Michigan and Navy.

PCT No. PCT/US94/08423, "Novel CTLA4/CD28 Ligands and Uses Therefor," filed on 07/26/94. Co-owned with Repligen.

PCT No. PCT/US95/06726, "Ligands for Induction of Antigen Specific Apoptosis in T cells," filed on 06/02/95. co-owned with Repligen.

PCT No. PCT/US95/02576, "Novel Forms of T cell Costimulatory Molecules and Uses Therefor," filed on 03/02/95. Co-owned with BWH.

Schedule E

Michigan Contracts and Michigan Rights

Contracts

License Agreement dated 28th day of May 1992 by and between Repligen and Michigan.

Amendment to the License Agreement, effective May 28, 1992 Letter dated June 26, 1992.

Listed Patents

US Patent Application Serial No. 08/073,223, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 06/04/93. Co-owned with Repligen and Navy.

US Patent Application Serial No. 08/253,964, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 06/03/94. Co-owned with Repligen and Navy.

US Patent Application Serial No. 08/253,751, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 06/03/94. Co-owned with Repligen, Navy and DFCI.

US Patent Application Serial No. 08/403,253, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 03/10/95. Co-owned with Repligen and Navy.

US Patent Application Serial No. 08/435,816, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 05/04/95. Co-owned with Repligen and Navy.

US Patent Application Serial No. 08/435,095, "Methods for Modulating Expression of Exogenous DNA in T Cells," filed on 05/04/95. Co-owned with Navy.

US Patent Application Serial No. 08/475,136, "Improved Methods for Transfecting T Cells," filed on 06/07/95. Co-owned with Navy.

US Patent Application Serial No. 07/275,433, "Immunotherapy Involving CD28 Stimulation," filed on 11/23/88. Co-owned with Navy and Bristol-Myers Squibb.

US Patent Application Serial No. 07/864,805, "CD28 Pathway Immunoregulation," filed on 04/07/92. Co-owned with Navy.

US Patent Application Serial No. 07/864,866, "Enhancement of CD28 Related Immune Response," filed on 04/07/92. Co-owned with Navy.

US Patent Application Serial No. 07/864,807, "Immunotherapy Involving Stimulation T_HCD28 Lymphokine Production," filed on 04/07/92. Co-owned with Navy.

US Patent Application Serial No. 07/902,467, "Immunotherapy Involving CD28 Stimulation," filed on 06/19/92. Co-owned with Navy and Bristol-Myers Squibb.

US Patent Application Serial No. 08/076,071, "CD28 Pathway Immunosuppression," filed on 06/10/93. Co-owned with Navy.

US Patent Application Serial No. 08/200,947, "CD28 Pathway Immunoregulation," filed on 02/23/94. Co-owned with Navy.

US Patent Application Serial No. 08/218,155, "Immunotherapy Involving Stimulation T_HCD28 Lymphokine Production," filed on 03/25/94. Co-owned with Navy.

US Patent Application Serial No. 08/247,505, "Enhancement of CD28 Related Immune Response," filed on 05/23/94. Co-owned with Navy.

US Patent Application Serial No. 08/314,851, "Enhancement of CD28 Related Immune Response," filed on 09/29/94. Co-owned with Navy.

US Patent Application Serial No. 08/324,518, "Immunotherapy Involving CD28 Stimulation," filed on 10/17/94. Co-owned with Navy.

US Patent Application Serial No. 08/385,194, "CD28 Pathway Immunosuppression," filed on 02/07/95. Co-owned with Navy.

US Patent Application Serial No. 08/475,741, "CD28 Pathway Immunoregulation," filed on 06/07/95. Co-owned with Navy.

US Patent Application Serial No. 08,477,165, "Immunotherapy Involving Stimulation T_HCD28 Lymphokine Production," filed on 06/07/95. Co-owned with Navy.

US Patent Application Serial No. 08/482,348, "Enhancement of CD28 Related Immune Response," filed on 06/07/95. Co-owned with Navy.

US Patent Application Serial No. 08/476,818, "Immunotherapy Involving CD28 Stimulation," filed on 06/07/95. Co-owned with Navy.

PCT No. PCT/US94/06255, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 06/03/94. Co-owned with Repligen and Navy.

PCT No. PCT/US94/13782, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 12/01/94. Co-owned with Repligen, Navy and DFCI.

Schedule F

Chicago Contracts and Chicago Rights

Contracts

Research Support Agreement effective March 1, 1993 between Chicago and Repligen.

Amendment #1 to the Research Support Agreement by and between Repligen Chicago dated August 25, 1994.

Amendment #2 to the Research Support Agreement and Amendment #1 thereto by and between Repligen and Chicago dated May 1, 1995.

Listed Patents

US Patent Application Serial No. 08/435,518, "Methods for Enhancing T Cell Survival by Augmenting BCL-X_L Protein Levels," filed on 05/04/95. Co-owned with Navy.

US Patent Application Serial No. 08/481,739, "Methods for Modulating T Cell Survival by Modulating BCL-X_L Protein Level," filed on 06/07/95. Co-owned with Navy.

Schedule G

Minnesota Contract and Minnesota Rights

Contract

Option Agreement effective October 1, 1994 by and between Repligen and Minnesota.

Listed Patents

US Patent Application Serial No. 08/255,267, "Methods for Inhibiting Antigen Specific T Cell Responses," filed on 06/07/94.

US Patent Application Serial No. 08/472,697, "Methods for Inhibiting Antigen Specific T Cell Responses," filed on 06/06/95.

PCT No. PCT/US95/07351, "Methods for Inhibiting Antigen Specific T cell Responses," filed on 06/07/95.

Schedule H

Navy CRADA and Navy Rights

CRADA

Cooperative Research and Development Agreement between Navy and Repligen effective December 20, 1991.

Letter Amendment No. 1 to the Cooperative Research and Development Agreement by and between Navy and Repligen effective November 1, 1994.

Amendment #1 to the Cooperative Research and Development Agreement between Navy and Repligen effective December 23, 1992.

Amendment #2 to the Cooperative Research and Development Agreement between Navy and Repligen effective June 27, 1994.

Work Statement - Addendum #2 to the Cooperative Research and Development Agreement between Navy and Repligen effective December 2, 1992.

Work Statement - Addendum #3 to the Cooperative Research and Development Agreement between Navy and Repligen effective December 28, 1992.

Work Statement - Addendum #4 to the Cooperative Research and Development Agreement between Navy and Repligen effective December 2, 1992.

Work Statement - Addendum #5 to the Cooperative Research and Development Agreement between Navy and Repligen effective October 25, 1993.

Work Statement - Addendum #6 to the Cooperative Research and Development Agreement between Navy and Repligen effective May 1, 1995.

Work Statement - Addendum #7 to the Cooperative Research and Development Agreement between Navy and Repligen effective May 1, 1995.

Listed Patents

US Patent Application Serial No. 08/073,223, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 06/04/93. Co-owned with Repligen and Michigan.

US Patent Application Serial No. 08/253,964, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 06/03/94. Co-owned with Repligen and Michigan.

US Patent Application Serial No. 08/253,751, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 06/03/94. Co-owned with Repligen, Michigan and DFCI.

US Patent Application Serial No. 08/403,253, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 03/10/95. Co-owned with Repligen and Michigan.

US Patent Application Serial No. 08/435,816, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 05/04/95. Co-owned with Repligen and Michigan.

US Patent Application Serial No. 08/048,042, "Transgenic Animal Model for Autoimmune Diseases" filed on 04/14/93. (Expired option for exclusive license.)

US Patent Application Serial No. 08/197,790 (CIP of USSN) 08/048,042), "Transgenic Animal Model for Autoimmune Diseases," filed on 02/17/94. (Expired option for exclusive license.)

US Patent Application Serial No. 08/245,282, "Methods for Modulating T Cell Activation by Manipulating Intracellular Signal Transduction," filed on 04/29/94.

US Patent Application Serial No. 08/435,518, "Methods for Enhancing T Cell Survival by Augmenting BCL-X_L Protein Levels," filed on 05/04/95. Co-owned with Chicago.

US Patent Application Serial No. 08/481,739, "Methods for Modulating T Cell Survival by Modulating BCL-X_L Protein Level," filed on 06/07/95. Co-owned with Chicago.

US Patent Application Serial No. 08/435,095, "Methods for Modulating Expression of Exogenous DNA in T Cells," filed on 05/04/95. Co-owned with Michigan.

US Patent Application Serial No. 08/475,136, "Improved Methods for Transfecting T Cells," filed on 06/07/95. Co-owned with Michigan.

PCT No. PCT/US94/06255, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 06/03/94. Co-owned with Repligen and Michigan.

PCT No. PCT/US94/13782, "Methods for Selectively Stimulating Proliferation of T-Cells," filed on 12/01/94. Co-owned with Repligen, Michigan and DFCI.

PCT No. PCT/US94/01674, "Transgenic Animal Model for Autoimmune Diseases," filed on 02/17/94. (INACTIVE/ABANDONED PRIOR TO ENTRY OF NATIONAL PHASE).

PCT No. PCT/US95/05213, "Methods for Modulating T cell Responses by Manipulating Intracellular Signal Transduction," filed on 05/01/95.

Schedule 1

BWH Contract and BWH Rights

Contract

Research Collaboration and Option Agreement effective as of June 1, 1994 by and between Repligen and BWH.

Schedule J

Coulter Contract

Material Transfer Agreement by and between Repligen and Coulter effective as of April 26, 1995.

Schedule K

Contracts with Consultants and Others

Consulting Agreement with Jeffrey A. Bluestone, Ph.D. dated October 24, 1994 effective November 1, 1994 through October 31, 1995 with Repligen.

Consulting Agreement with Craig Thompson, M.D. dated September 7, 1994 effective September 1, 1994 through August 31, 1995 with Repligen.

Consulting Agreement with Lee Nadler, M.D. dated May 20, 1992 effective from April 1, 1993 to March 31, 1997 with Repligen.

Schedule L

Tangible Technology

The Tangible Technology is set forth in a Catalogue of Inventory of the Immune Modulation Business sent to GI by Repligen on August 24, 1995. The Tangible Technology includes, without limitation, the following:

Proteins

- hCTLA4-Ig (various forms)
- hB7-1Ig (various forms)
- hB7-2Ig
- hB7-2vIg
- sB7-1 extracellular domain
- hCD28Ig

Monoclonal Antibodies (Reactive with the Antigens Listed)

- mB7-1 (various)
- hB7-1 (various)
- mB7-2 (various)
- hB7-1 (various)
- mCD28 (various)
- hCD28 (various)
- hCTLA4 (various)
- CD9 (various)

Cell Lines

- Cell lines producing the various proteins (previously listed)
- Hybridoma cell lines producing the carious monoclonal antibodies (previously listed)
- mB7-1 transfected cells lines
- hB7-1 transfected cells lines
- mB7-2 transfected cells lines
- hB7-1 transfected cells lines
- mB7-1 + mB7-2 double transfected cells lines
- hCD28 transfected cells lines
- hCD28 + hCTLA4 double transfected cells lines
- gpi linked hCTLA4 transfected cell lines
- murine fibroblast cell lines
- human kidney cell lines
- EBV transformed B-cell lines
- spleen cell lines

cDNA and Genomic Clones

- All proteins (cDNA only)
- B7-1, B7-2
- CD28
- CTLA4

Mouse Strains

- B7-1 transgenic
- B7-1 knockout
- B7-2 knockout
- B7-1 + B7-2 knockout

Schedule M

Other Intellectual Property

WO 9506738, "CTLA-4 Binding Protein," claiming priority to U.S. Patent Application filed 9/3/93. Assigned to Schering Corporation.

EP 643077, "Monoclonal Antibody Against B70 Molecule," claiming priority to Japanese Application filed 9/14/93. Assigned to Sumitomo Electric Industries, Ltd.

WO 9505464, "B7-2: CTLA4/CD28 Counter Receptor," claiming priority to U.S. Patent Application filed 8/16/93. Assigned to Arch Development Corporation

WO 9501994, "Recombinant CTLA4 Polypeptides and Methods for Making the Same," claiming priority to U.S. Patent Application filed 7/9/1993. Assigned to Synergen, Inc.

EP 613944, "Methods for Regulating the Immune Response Using CTLA4-Binding Molecules and IL-4-binding Molecules," claiming priority to U.S. Patent Application filed 1/22/93. Assigned to Bristol-Myers Squibb Co.

WO 9404196, "Tumor Therapy," claiming priority to GB Application filed 8/14/92. Assigned to Imperial Cancer Research Technology, Ltd.

WO 9300431, "CTLA4 Receptor Protein Reactive with B Antigen and Fusion Proteins - Useful for Regulating Immune Response and Treating Cancer and Viruses," claiming priority to U.S. Patent Application filed 6/27/91. Assigned to Bristol-Myers Squibb Co.

WO 9215671, "Soluble CD28 Proteins and Methods of Treatment Therewith," claiming priority to U.S. Patent Application filed 3/8/91. Assigned to Cytomed, Inc.

WO 92000092, "Ligand for CD28 Receptor on B Cells and Methods," claiming priority to U.S. Patent Application filed 7/2/90. Assigned to Bristol-Myers Squibb Co.

WO 94/11011, "Treatment of Autoimmune Diseases by Inducing Tolerance to Cells, Tissues and Organs," claiming priority to U.S. Patent Application filed 11/9/92. Assigned to Diacrin, Inc.

US Patent No. 5434131, "Chimeric CTLA4 Receptor." Assigned to Bristol-Myers Squibb Co.

Schedule N

Specified Option/ROFR Rights

* * * None * * *

Schedule O

Unlicensed Option/ROFR Rights

Option Rights with DFCI

US Patent Application Serial No. 08/457,483 (CIP of USSN 08/207,932), "Methods for Modulating T Cell Unresponsiveness," filed on June 1, 1995.

US Patent Application Serial No. 08/207,932, "Methods for Modulating T Cell Unresponsiveness," filed on March 8, 1994.

US Patent Application Serial No. 08/270,152, "Methods for Modulating T Cell Responses By Manipulating A Common Cytokine Receptor Gamma Chain," filed on July 1, 1994.

New Invention - Cloning of CD100, per correspondence from J. Hart to D. Stark dated July 21, 1995 and from D. Stark to J. Potts dated August 17, 1995.

PCT No. PCT/US95/08320, "Methods for Modulating T cell Responses by Manipulating a Common Cytokine Receptor Gamma Chain," filed on 06/30/95.

PCT No. PCT/US95/02916, "Methods for Modulating T cell Unresponsiveness," filed on 03/08/95.

Option Rights with Chicago

US Patent Application Serial No. 08/435,518, "Methods for Enhancing T cell Survival by Augmenting BCL-X_L Protein Levels," filed on May 4, 1995. Co-owned with Navy.

US Patent Application Serial No. 08/481,739, "Methods for Modulating T Cell Survival by Modulating BCL-X_L Protein Level," filed on June 7, 1995. Co-owned with Navy.

Option Rights with Minnesota

US Patent Application Serial No. 08/255,267, "Methods for Inhibiting Antigen Specific T Cell Responses," filed on June 7, 1994.

US Patent Application Serial No. 08/472,697, "Methods for Inhibiting Antigen Specific T Cell Responses," filed on June 6, 1995.

Option Rights with Navy

US Patent Application Serial No. 08/073,223, "Methods for Selectively Stimulating Proliferation of T-Cells, filed on June 4, 1993. Co-owned with Repligen and Michigan. (Expired option for exclusive license.)

US Patent Application Serial No. 08/253,964, "Methods for Selectively Stimulating Proliferation of T-Cells, filed on June 3, 1994. Co-owned with Repligen and Michigan (expired option for exclusive license.)

US Patent Application Serial No. 08/253,751, "Methods for Selectively Stimulating Proliferation of T-Cells, filed on June 3, 1994. Co-owned with Repligen, Michigan and DFCI. (Expired option for exclusive license.)

US Patent Application Serial No. 08/403,253, "Methods for Selectively Stimulating Proliferation of T-Cells, filed on March 10, 1995. Co-owned with Repligen and Michigan.

US Patent Application Serial No. 08/435,816, "Methods for Selectively Stimulating Proliferation of T-Cells, filed on May 4, 1995. Co-owned with Repligen and Michigan.

US Patent Application Serial No. 08/048,042, "Transgenic Animal Model for Autoimmune Diseases," fFiled on April 14, 1993. (Expired option for an exclusive license.)

US Patent Application Serial No. 08/197,790, "Transgenic Animal Model for Autoimmune Diseases," filed on February 17, 1994. (Expired option for an exclusive license.)

US Patent Application Serial No. 08/245,282, "Methods for Modulating T Cell Activation by Manipulating Intracellular Signal Transduction," filed on April 29, 1994 (Expired option for an exclusive license.)

US Patent Application Serial No. 08/435,518, "Methods for Enhancing T Cell Survival by Modulating BCL-X_L Protein Levels," filed on May 4, 1995. Co-owned with Chicago.

US Patent Application Serial No. 08/481,739, "Methods for Enhancing T Cell Survival by Modulating BCL-X_L Protein Level," filed on June 7, 1995. Co-owned with Chicago.

US Patent Application Serial No. 08/435,095, "Methods for Modulating Expression of Exogenous DNA in T Cells," filed on May 4, 1995. Co-owned with Michigan.

US Patent Application Serial No. 08/475,136, "Improved Methods for Transfecting T Cells, filed on June 7, 1995. Co-owned with Michigan.

Option Rights with BWH

US Patent Application Serial No. 08/114,949, "Transgenic Mammal Deficient in B7," filed on August 27, 1993. Co-owned with DFCI.