

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Peter Palese	04/23/2008
Adolfo Garcia-Sastre	04/23/2008
RECEIVING PARTY DATA	
Name:	Mount Sinai School of Medicine of New York University
Street Address:	One Gustave L. Levy Place
City:	New York
State/Country:	NEW YORK
Postal Code:	10029-6574
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11884401
CORRESPONDENCE DATA	
Fax Number:	(212)755-7306
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-326-3939
Email:	nimoore@jonesday.com
Correspondent Name:	JONES DAY
Address Line 1:	222 East 41st Street
Address Line 4:	New York, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	6923-124-999
NAME OF SUBMITTER:	Jennifer J. Chheda
Total Attachments: 2 source=6923-124 Mt. Sinai#page1.tif source=6923-124 Mt. Sinai#page2.tif	

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ASSIGNMENT

WHEREAS, WE, Peter PALESE, a citizen of the United States, residing at 414 Highwood Avenue, Leonia, New Jersey 07605, and Adolfo GARCIA-SASTRE, a citizen of Spain, residing at 16 East 96th Street, Apt. 3G, New York, NY 10128, ASSIGNORS, are the co-inventors with Thomas CHAMBERS, of the invention in GENETICALLY ENGINEERED EQUINE INFLUENZA VIRUS AND USES

June 1, 2003, and assigned application No. 11/004,701
 We hereby authorize and request attorney(s), , at Jones Day, to insert here in parentheses (Application number, _____ filed _____) the filing date and application number of said application when known.

and WHEREAS, MOUNT SINAI SCHOOL OF MEDICINE OF NEW YORK UNIVERSITY, existing under the laws of the state of New York, and having an office for transaction of business at One Gustave L. Levy Place, New York, New York 10029-6754, ASSIGNEE, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date 4/23/08, 2008 Peter Palese L.S.
Peter Palese
Date 4/23/08, 2008 Adolfo Garcia-Sastre L.S.
Adolfo Garcia-Sastre

State of New York)
County of New York) SS.:

On April 23, 2008, 2008, before me, Irene Selver, Notary Public, personally appeared Peter Palese, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

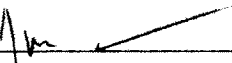
WITNESS my hand and official seal

Irene Selver

IRENE SELVER
Notary Public, State of New York
No. 01SE6077000
Qualified in New York County
Commission Expires July, 2010

State of New York)
County of New York) SS.:

on April 23 2008 before me Irene Selver Notary Public personally appeared Adolfo Garcia



IRENE SELVER
Notary Public, State of New York
No. 01SE6077000
Qualified in New York County
Commission Expires July 1, 2010