#### PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
David B Weiner	06/16/2009
Michele Kutzler	06/16/2009

#### **RECEIVING PARTY DATA**

Name:	The Trustees of the University of Pennsylvania	
Street Address:	3160 Chestnut Street	
Internal Address:	Suite 200	
City:	Philadelphia	
State/Country:	PENNSYLVANIA	
Postal Code:	19104-6283	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12160766

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	133172.01901
NAME OF SUBMITTER:	Catherine Hill

**Total Attachments: 3** 

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### **ASSIGNMENT**

WHEREAS, we, David B. Weiner, of Merion, Pennsylvania; and Michele Kutzler of Souderton, Pennsylvania, hereinafter referred to as the assignors, have invented a certain invention entitled "VACCINES AND IMMUNOTHERAPEUTICS USING CODON OPTIMIZED IL-15 AND METHODS FOR USING THE SAME," for which we have made an application for Letters Patent of the United States, said application having been assigned Application No. 12/160,766; and

WHEREAS, The Trustees Of The University Of Pennsylvania, hereinafter referred to as the assignee, of 3160 Chestnut Street, Suite 200, Philadelphia, Pennsylvania, 19104-6283, a corporation of Pennsylvania, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid by said assignee, 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 to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

# PATENT APPLICATION Joint Inventors

AND we hereby covenant 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 further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

AND this Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original of this Assignment. Additionally, we hereby authorize our attorneys to collect the signature pages of each executed counterpart and to attach those signature pages to a single copy of this instrument, which single copy and attached signature pages together shall constitute an original of this Assignment.

## PATENT APPLICATION **Joint Inventors**

IN WITNESS WHEREOF, we have hereunto set our hands and seals.
Dated:
State of Pennsylvania ) ss.
County of Philadelphia )
On this day of day of 2009, before me, the undersigned, a Notary Public for the state, personally appeared David B. Weiner, personally known to me/proved to me on the basis of satisfactory evidence to be the person who subscribed the foregoing Assignment and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the Assignment the person, or the entity on behalf of which the person acted, executed the Assignment.
WITNESS my hand and official seal.  COMMONWEALTH OF PENNSYLVANIA  Notariel Seal  Jessica M. Coyle, Notary Public City of Philadelphia, Philadelphia County My Commission Expires Feb. 26, 2013  Member, Pennsylvania Association of Notaries  WITNESS my hand and official seal.  Signature of Notary
Dated: June 16, 2009  Michele Kutzler  Michele Kutzler
State of Pennsylvania ) ) ss. County of Philadelphia )
On this day of June, 2009, before me, the undersigned, a Notary Public for the state, personally appeared Michele Kutzler, personally known to me/proved to me on the basis of satisfactory evidence to be the person who subscribed the foregoing Assignment and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the Assignment the person, or the entity on behalf of which the person acted, executed the Assignment.
WITNESS my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Jessica M. Coyle, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Feb. 26, 2013
Member, Pennsylvania Association of Notaries

**RECORDED: 07/15/2009** 

**PATENT REEL: 022962 FRAME: 0026** 

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Signature of Notary