## PATENT ASSIGNMENT

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

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

### **CONVEYING PARTY DATA**

| Name          | Execution Date |
|---------------|----------------|
| Giovanni Neri | 11/13/2009     |

## **RECEIVING PARTY DATA**

| Name:           | Philogen S.p.A. |
|-----------------|-----------------|
| Street Address: | La Lizza 7      |
| City:           | Siena           |
| State/Country:  | ITALY           |
| Postal Code:    | 53100           |

## PROPERTY NUMBERS Total: 1

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 12593872 |

## CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 6947-83916-01 TMH

NAME OF SUBMITTER: Tanya M. Harding, Ph.D.

**Total Attachments: 3** 

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> PATENT REEL: 023595 FRAME: 0048

OF \$40.00 12593872

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# ASSIGNMENT OF INVENTION AND RELATED INTELLECTUAL PROPERTY RIGHTS

### Parties:

- 1 'The Assignor' GIOVANNI NERI
  of PHILOGEN S.p.A., La Lizza 7, 53100 Siena, Italy
- 2 'The Assignee' PHILOGEN S.p.A. (a corporation organised under the laws of Italy) of La Lizza 7, 53100 Siena, Italy

## Recitals:

- (A) The Assignor is the joint inventor with others of the invention or inventions entitled A NOVEL ANTIGEN ASSOCIATED WITH THE NEOVASCULATURE OF TUMOUR METASTASES ("the Invention") for which the United States Provisional Patent Applications ("The Priority Applications") and the International PCT Application ("the PCT Application") set forth in the schedule hereto have been filed
- **(B)** The Assignor is and was at all material times employed by the Assignee to carry out the research from which the Invention arose
- (C) The Assignor has agreed to execute this Assignment in order to confirm and ensure that, as between him and the Assignee, his contributions to the invention belong to the Assignee

## Operative provisions:

In consideration for the payment of £1.00 and other valuable consideration by the Assignee to the Assignor the receipt and sufficiency of which is hereby acknowledged by the Assignor:

- 1 The Assignor hereby sells and assigns to the Assignee, which accepts, absolutely and free from incumbrances and with effect from immediately prior to the filing of the PCT Application:
- 1.1 all his rights title and interest in all countries of the world in to and under the Invention, the Priority Applications and the PCT Application and all national and regional phases thereof and any and all divisionals, continuations and continuations-in-part of any of the aforesaid applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof and to retain any damages obtained as a result of such action;
- 1.2 all such rights as he may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention to the intent that the grant of any patents or other intellectual property protection for the Invention shall be in the name of and shall vest in the Assignee or its successors or assigns;
- 1.3 all such rights as he may have to claim priority from the Priority Applications in any and all applications for patent protection for the Invention, such rights to be enjoyed by the Assignee with effect from the date of filing of the PCT Application;

PATENT REEL: 023595 FRAME: 0049 to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

- The Assignor hereby GRANTS the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any patent applications in any countries or regions of the world which fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules of the any Patent Office for recordation of this document. It is understood and agreed that the Assignee's attorneys Mewburn Ellis LLP have represented only the Assignee and will continue to represent only the Assignee with respect to this invention.
- The Assignor hereby UNDERTAKES that at the request and cost of the Assignee or its successors or assigns he will at all times hereafter promptly do all such acts and execute all such documents as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning the Invention or any application for patent or other intellectual property protection for the Invention or any intellectual property protection granted pursuant to any such application.
- The Assignor hereby requests the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of the Assignee or its successors or assigns in accordance with this assignment.
- 5 This assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of the Assignor and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Assignee.

IN WITNESS WHEREOF the parties hereto have executed this assignment and undertaking

## **SCHEDULE**

| COUNTRY | Mewburn Ellis LLP<br>COVER NO. | APPLN No.         | FILING DATE   |
|---------|--------------------------------|-------------------|---------------|
| US      | SMWFP6433114                   | 60/909580         | 2 April 2007  |
| US      | SMWFP6468342                   | 60/948564         | 9 July 2007   |
| PCT     | SMWFP6530604                   | PCT/IB2008/000965 | 31 March 2008 |

SIGNED by GIOVANNI NERI

on: 13 NOVERIEU 2009.

in the presence of:

Witness

Signature: .....Y/m/././/my/.....

Name: BARBARA ZAMMITTI

Address: LA LIZZA 7

53 100 SIENA

PATENT

REEL: 023595 FRAME: 0050

Name: DUCCIO NERI

Position: CEO, PHILOGENSPA

SIGNED for and on behalf of )

PHILOGEN S.p.A.

on: 13 NOVERBOL ZODU.)

in the presence of:

Witness

Signature: .

Address: LA LIZZA7

Name: CAROLINA

53100 SIENA

1 TALY

**PATENT** 

**REEL: 023595 FRAME: 0051**