

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UNIVERSITY OF MARYLAND BIOTECHNOLOGY INSTITUTE	05/15/2009
RECEIVING PARTY DATA	
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PROPERTY NUMBERS Total: 1	
Property Type	Number
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ATTORNEY DOCKET NUMBER:	092724-0103
NAME OF SUBMITTER:	Jacqueline Wright Bonilla
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PATENT AGREEMENT

BETWEEN

UNIVERSITY OF MARYLAND BIOTECHNOLOGY INSTITUTE

AND

YANTO LUNARDI-ISKANDAR, PH.D., M.D.

THIS PATENT AGREEMENT ("**Agreement**") effective as of the latest date set forth on the signature page hereof ("**Effective Date**") is made by and between the University System of Maryland ("**USM**"), a public corporation and an instrumentality of the State of Maryland, acting through its constituent institution, the UNIVERSITY OF MARYLAND BIOTECHNOLOGY INSTITUTE ("**UMBI**"), having an administrative office at 701 East Pratt Street, Suite 200, Baltimore, Maryland 21202, and YANTO LUNARDI-ISKANDAR, PH.D., M.D. ("**Investigator**"), a Delaware limited liability company with an office at 226 Lee Street, Gaithersburg, Maryland 20877 (UMBI and Investigator are each referred to as a "**Party**," and collectively as the "**Parties**").

WHEREAS, the Institute of Human Virology ("**IHV**"), a center within UMBI, has developed a series of peptides from β -hCG, fractions which show activity including inducing apoptosis in cancer, broad pro-hematopoietic effects, as well as anti-HIV activity. The "**Patent Rights**" relating to such inventions and the "**Inventors**" are defined in Article 1 below; and

WHEREAS, subject to certain rights retained by the federal government in inventions resulting from federally supported work, under USM Policy, UMBI owns all right and title in and to the Patent Rights, and UMBI's ownership of its inventions has been confirmed by the execution of assignments from all Inventors of such inventions; and

WHEREAS, UMBI has decided that they can no longer continue to invest resources in the Patent Rights; and

WHEREAS, pursuant to USM policy, UMBI provided the Inventors of the Patent Rights with the opportunity to continue to market and protect the Patent Rights; and

WHEREAS, one of the Inventors, Yanto Lunardi-Iskandar, Ph.D., M.D. has elected to continue to market and protect the Patent Rights.

NOW, THEREFORE, in consideration of covenants contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

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ARTICLE 1. DEFINITIONS

In this Agreement, the following terms have the meaning set forth in this Article.

- 1.01 **“Agreement”**: this Patent Agreement, together with all exhibits attached hereto, as it may be amended from time to time.
- 1.02 **“Claim(s)”**: any issued, unexpired, valid claim, or pending claim contained in the Patent Rights. For purposes of this definition, a valid claim means any claim that has not been invalidated in a final decision rendered by a court of competent jurisdiction from which no further appeal is taken or may be taken.
- 1.03 **“Combination Product”**: a product containing one or more active or therapeutic component(s) that is a Licensed Product, and one or more active or therapeutic component(s) that is not a Licensed Product.
- 1.04 **“Confidential Information”**: Information relating to the subject matter of the Patent Rights that has not been made public, including without limitation any documents, drawings, sketches, models, designs, data, memoranda, tapes, records, formulae and algorithms, given orally, in hard copy form, or in electronic form, (a) which Investigator and/or Licensee receives from UMBI or UMBI Personnel, or (b) which UMBI receives from Investigator, Licensee(s), and/or Licensee Personnel.
- 1.05 **“Inventors”**: Robert C. Gallo, MD, Joseph Bryant, Ph.D., George Lewis, Ph.D., James Foulde, Jr. Ph.D., Marvin Reitz, Ph.D., Robert Powell, Ph.D., M.B.A., and Yanto Lunardi-Iskandar, M.D., Ph.D., either individually or as a group.
- 1.06 **“Investigator Personnel”**: officers, directors, employees, independent contractors, agents, and representatives of Investigator.
- 1.07 **“Licensee”**: any person or entity to which Investigator licenses or transfers all or some of the Patent Rights.
- 1.08 **“Licensee Personnel”**: officers, directors, employees, independent contractors, agents, and representatives of a Licensee.
- 1.09 **“Licensed Product”**: any product, composition of matter, apparatus, product by process or method, or combination thereof, including but not limited to a Combination Product, that is covered by one or more Claims of the Patent Rights.
- 1.10 **“Patent Expenses”**: all reasonable fees, expenses, and charges of outside patent counsel related to Patent Rights incurred by UMBI in connection with the preparation, filing, prosecution, issuance, re-issuance, re-examination, interference, and/or maintenance of applications for patent or equivalent protection for the Patent Rights. Notwithstanding the foregoing, the expenses incurred by UMBI’s employees

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or independent contractors (other than outside patent counsel) will be excluded from Patent Expenses.

1.11 **"Patent Rights"**: UMBI's interest in:

- (a) U.S. and foreign patent applications and patents that are listed in **Exhibit A** as of the Effective Date, and as it may be amended from time to time;
- (b) any divisionals and/or other continuing patent applications, or the foreign equivalent of these, of the U.S. and foreign patent applications described in (a);
- (c) any foreign patent applications, including any continuing applications thereof, which are filed as a foreign counterpart of any of the U.S. patent applications described in (a);
- (d) U.S. and foreign Letters Patents issuing from the applications described in (a), (b), and/or (c); and
- (e) any reissues, re-examinations or patent-term extensions, or the foreign equivalent of these, of U.S. and foreign patents described in (a) or (d) above.

1.12 **"Sales," "sell," "resell,"** or any correlative term, when used in connection with Licensed Products: a sale, lease, license, transfer, or other disposition in return for any type of consideration.

1.13 **"Third Party"**: any entity or person other than UMBI, Investigator, Licensee, or any officers, directors, employees, independent contractors, agents, or representatives of any of the above.

1.14 **"UMBI Personnel"**: officers, directors, employees, independent contractors, agents, and representatives of UMBI, including students, trainees and other persons, who are subject to the USM Policy.

1.15 **"USM Policy"**: the University System of Maryland Policy on Intellectual Property, effective July 1, 2002, as amended, or, as applicable, the predecessor Policy on Patents, effective May 31, 1990, as amended.

ARTICLE 2. ASSIGNMENT OF RIGHTS

2.01 **Assignment.** Subject to rights of the United States, and subject to the terms and conditions of this Agreement, including Section 2.04, UMBI hereby assigns, conveys and transfers to Investigator, and Investigator accepts, all right, title, and interest in and to the Patent Rights.

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- 2.02 Investigator may transfer its rights to a Licensee consistent with this Agreement, provided Investigator is responsible for the obligations of its Licensee relevant to this Agreement, including all payments referenced in this Agreement, whether or not paid to Investigator by its Licensee(s).
- 2.03 Investigator will identify its Licensees under this Agreement to UMBI by name, address and field of use (both as to geography and subject matter), and will provide to UMBI a copy of each license agreement or document designating or establishing a Licensee having the right to use the Patent Rights or any other rights assigned hereunder. Investigator may redact from each such agreement or document information other than that sufficient for UMBI to determine at a minimum: (a) the name and address of the Licensee; (b) the effective date of the agreement or document; (c) the field of use (both as to geography and subject matter); (d) the effective date and financial terms; and (e) the inclusion of terms required by United States federal laws or regulations.
- 2.04 Reservation of Rights. UMBI specifically reserves the rights to:
- (a) practice under the Patent Rights, and to grant non-exclusive licenses to universities, colleges, and other nonprofit research or educational institutions to practice under the Patent Rights (provided that UMBI provides Nobel with a copy of any license agreements with such institutions), in both cases solely for internal research and educational purposes and uses and not for commercial sales.
 - (b) make and use a limited quantity of the Licensed Product(s) on a royalty-free basis solely for research and educational purposes and not for purposes of commercial sales;
 - (c) provide information and material covered by the Patent Rights to universities, colleges and other nonprofit research or educational institutions, but only for research and educational purposes and uses and not for any commercial purposes or uses, provided that the recipients are made aware of the requirements set forth in Article 6, and agree to abide by the same;
 - (d) disseminate and publish scientific findings from research related to Patent Rights consistent with this Agreement.

ARTICLE 3. INVESTIGATOR RESPONSIBILITIES

- 3.01 Investigator will provide UMBI annual reports showing progress made in advancing the development of a Licensed Product and/or licensing one or more of the Patent Rights to a Third Party.

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ARTICLE 4. CONSIDERATION: PAYMENTS

In consideration of the agreements made between UMBI and Investigator under this Agreement, Investigator agrees to pay the following payments:

- 4.01 License Issue Fee. Intentionally waived.
- 4.02 Milestone Payments. Intentionally waived.
- 4.03 Running Royalties. Intentionally waived.
- 4.04 Minimum Annual Royalties. Intentionally waived.
- 4.05 Revenues from Licensees. Investigator will pay UMBI ten percent (10%) of all cash and non-cash revenues received from a Licensee arising from any assignment, conveyance, transfer or license of any right, title or interest in or to any Patent Rights and ten percent (10%) of revenues received from all sales of Licensed Products until one hundred percent (100%) of all unreimbursed Patent Expenses incurred prior the Effective Date of this Agreement have been paid to UMBI. UMBI acknowledges and agrees that the amount of such unreimbursed Patent Expenses as of the Effective Date of this Agreement is \$456,700.56.
 - (a) Such revenues include but are not limited to technology access fees, license issue fees, license maintenance fees, milestone payments, royalties on Sales of Licensed Products, annual minimum royalties, and any other form of compensation. However, such revenues shall exclude reimbursement for Investigator's research and development costs for Licensed Product(s) covered by the applicable agreement with the Licensee and for Investigator's Patent Expenses related to those Patent Rights covering Licensed Product(s) covered by the applicable agreement, unless such research and development costs and/or Patent Expenses have been reimbursed (or paid for) previously by another Licensee or Third Party.
- 4.06 Patent Expenses.
 - (a) Investigator will reimburse UMBI for up to one hundred percent (100%) of the Patent Expenses incurred prior to the Effective Date of this Agreement. Payment will be due and payable in accordance with Section 4.05.
 - (b) UMBI will provide an invoice for all Patent Expenses after the Effective Date of this Agreement, and will attach to such invoice copies of invoices originally received from patent counsel.
- 4.07 Interest. Subject to Section 13.03, interest is due on all or any portion of a payment due to UMBI under this Agreement which is more than thirty (30) days late. Interest

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shall be assessed at the "Prime Rate" as published in The Wall Street Journal plus one percent (1%), to be determined semi-annually (January 1 and July 1), simple interest per annum accruing from the due date.

- 4.07 Non-Arm's Length Transactions. With respect to any sale, lease, transfer, or other disposition of Licensed Products by Investigator to Licensee or Third Party (as an end user, and not for resale) or otherwise made in other than an arm's length transaction, the selling price of such Licensed Products shall be deemed to be the selling price that would have been received in an arm's length transaction, based on Sales of products of similar quantity and quality on or about the time of such transaction, or, in the absence of such Sales, based upon reasonable pricing practices in Investigator's industry.
- 4.08 Retention of Obligations. If Investigator's responsibility for all or any portion of any payment due to UMBI under this Agreement is made the responsibility of a Licensee or other Third Party, Investigator shall retain its obligations to UMBI as to such payment(s) as if Investigator's were solely responsible for that payment(s).

ARTICLE 5. PATENT PROSECUTION AND PUBLICATION

- 5.01 Patent Rights.
- (a) Promptly after the Effective Date, UMBI will work with Investigator to assign, convey, and transfer the Patent Rights and all related prosecution and legal documents to Investigator, via Investigator's attorney.
 - (b) After the Effective Date, Investigator will be solely responsible for preparing, filing, and prosecuting any patent applications, maintaining any issued patents, and prosecuting and maintaining any and all continuations, continuations-in-part, divisionals, substitutions, reissues, or re-examinations (or the foreign equivalent of these) related to the Patent Rights.
- 5.02 Publication. Both Parties shall have the right to publish their own research endeavors with due regard to the protection of the other Parties Confidential Information, subject to the Parties complying with the remaining provisions of this Section. Both Parties agree not to publish results related to the Patent Rights without submitting the manuscript of the proposed publication to the other Party at least thirty (30) days prior to submission for publication, and the receiving Party shall have the right to review the manuscript to determine whether the manuscript contains patentable subject matter on which a patent application should be filed or contains Confidential Information subject to the obligations of Article 6. Upon either Parties request, publication will be delayed up to an additional sixty (60) days to enable the Parties to prepare and file a patent application on any such patentable subject matter. The Parties agree to cooperate with each other in deleting from any such manuscript the other Parties Confidential Information, the inclusion of which would contravene

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Article 6. Each Party will acknowledge the other Party, as is scientifically appropriate in any publication relating to the Scope of Work.

ARTICLE 6. CONFIDENTIALITY

- 6.01 Under this Agreement, it may be necessary for UMBI, on the one hand, and Investigator, on the other hand, to disclose Confidential Information to each other. Disclosures of Confidential Information by any UMBI Personnel shall be deemed to be disclosures by UMBI. Disclosures of Confidential Information by any Investigator Personnel or Licensee Personnel shall be deemed to be a disclosure by Investigator.
- 6.02 Except to the extent allowable under Section 2.04 and 5.02, and except as hereafter specifically authorized in writing by the disclosing Party, the receiving Party will not disclose the Confidential Information for a period of five (5) years after the date of receipt of Confidential Information, other than to such Party's Licensee(s), officers, directors, employees, independent contractors, agents, and representatives of each who have a need to know such Confidential Information to accomplish the purpose of this Agreement.
- 6.03 These obligations of non-disclosure do not apply to any Confidential Information that the receiving Party can demonstrate by documentary evidence to be:
- (a) information that is already in the public domain when first received or thereafter enters the public domain through no fault of the receiving Party;
 - (b) information that was in the receiving Party's lawful possession without confidentiality restrictions before it was disclosed to the receiving Party by a disclosing Party;
 - (c) information that the receiving Party obtains from a Third Party on an unrestricted basis without breach of this Agreement or breach of any other obligation of confidentiality by the receiving Party or, to the receiving Party's knowledge, by the person disclosing such information to the receiving Party; or
 - (d) information independently developed by the receiving Party without any use of or reference to Confidential Information.
- 6.04 Subject to Section 6.12, each Party will use that level of care to prevent the disclosure of the other Party's Confidential Information as it exercises in protecting its own Confidential Information.
- 6.05 All Confidential Information will be clearly marked as confidential by the disclosing Party and, if not in written and tangible form when disclosed, will be indicated as confidential upon disclosure and then summarized in writing and so marked as confidential within thirty (30) days after disclosure to the receiving Party.

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- 6.06 Notwithstanding the foregoing, Investigator and its Licensee may disclose Confidential Information to potential investors and lenders, foundations and governmental and non-governmental entities that are in the business of funding projects of the type being undertaken by Investigator, potential strategic partners, and potential Licensees, provided that any disclosure is made subject to confidentiality restrictions consistent with those in this Agreement.
- 6.07 If a Party becomes legally compelled or is required by a regulatory body to make any disclosure that is prohibited or otherwise constrained by this Agreement, such Party will provide prompt notice of such request to the other Party so that the other Party may seek an appropriate protective order or other appropriate remedy. Subject to the foregoing, the receiving Party may furnish that portion (and only that portion) of the Confidential Information that it is legally compelled or otherwise required to disclose.
- 6.08 The records of UMBI are subject to the Maryland Access to Public Records Law. This Agreement is a public record of UMBI. Reports as provided in Article 7 are public records of UMBI. Investigator asserts that any Confidential Information, including but not limited to financial data, of Investigator provided to UMBI under this Agreement is confidential, proprietary, and/or trade secret information, not subject to disclosure under Maryland's Access to Public Records Law. UMBI agrees to assert this position in response to any requests for public information applicable to Investigator's Confidential Information, and to promptly notify Investigator upon receipt of requests for this information. In the event that UMBI, on the advice of its counsel, determines that such position is not reasonable, UMBI promptly will provide written notice to Investigator of UMBI's determination and promptly will notify Investigator of the need to disclose Investigator's Confidential Information. The Maryland Access to Public Records Law is at Title 10, Subtitle 6, Part III, State Government Article, Annotated Code of Maryland.
- 6.09 Each receiving Party will disclose the restrictions that this Agreement imposes upon the disclosure and use of Confidential Information to any and all persons to whom the receiving Party discloses any Confidential Information.
- 6.10 Upon termination of this Agreement for any reason, each Party will return to the other Party all Confidential Information of the other Party, together with all copies and other forms of reproduction, except that a single archive copy may be kept in the Party's legal files. Each Party agrees that termination of this Agreement does not alter the obligation of confidentiality set forth in Section 6.02.
- 6.11 Subject to Section 6.12, each Party acknowledges the sensitive nature of the other Party's Confidential Information and acknowledges that the unauthorized use or disclosure of such information could cause irreparable harm and significant injury to the disclosing Party for which the disclosing Party would have no adequate remedy at law. In the event of any breach or threatened breach of this Agreement, the disclosing Party will be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance. Such

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remedies will not be the exclusive remedies for any breach of this Agreement, but will be in addition to all other remedies available at law or in equity to the disclosing Party.

- 6.12 UMBI is an educational institutions' with standards and practices for protection of Confidential Information which may differ from Investigator's standards and practices. By this Agreement, UMBI and Investigator will undertake to use efforts to protect the confidentiality of the other Party's Confidential Information consistent with the level of care used to protect their own Confidential Information. UMBI and Investigator agree that, if such efforts are made, neither Party will not seek to hold the other Party's Personnel liable in the event of disclosure of Confidential Information.

ARTICLE 7. REPORTS AND ACCOUNTING

- 7.01 Until three (3) years after Investigator has paid 100% of Patent Expenses to UMBI as provided in Article 4 above, Investigator will keep, and require each Licensee to keep, complete, true, and accurate records containing all the particulars that may be necessary to enable amounts payable to UMBI to be determined, and permit these records to be inspected at any time (but not more than once a year) during regular business hours, upon reasonable notice, by an independent auditor appointed by UMBI for this purpose and acceptable to Investigator, who will report to UMBI only the amounts payable under this Agreement. Investigator shall not unreasonably withhold or delay its acceptance of the independent auditor.
- 7.02 Any inspection or audit shall take place not later than three (3) years following the end of the period to which it relates. The results of such inspection or audit shall be made available to both Parties. This audit will be at UMBI's expense unless the audit shows an underpayment in amounts due to UMBI in relation to amounts paid to UMBI by five percent (5%) or more for any period subject to audit, in which case the audit expense will be borne by Investigator.
- 7.03 Investigator will provide to UMBI written reports at least once every twelve (12) months as outlined in Section 3.01. Each such report shall be due within thirty (30) days of each June 30th following the Effective Date.
- 7.04 With each report submitted in accordance with Section 7.03, Investigator shall pay to UMBI the payments due and payable under this Agreement for the period covered by the report. If no payments are due, Investigator shall so report.
- 7.05 UMBI represents that it is a unit of the government of the State of Maryland. If Investigator or Licensee is required to report or pay tax on amounts required to be paid to UMBI hereunder, Investigator or the Licensee shall assert that UMBI is exempt from the tax by virtue of their government status. If Investigator or the Licensee nevertheless is required to withhold tax, any tax required to be withheld shall be paid promptly by Investigator or its Licensee for and on behalf of UMBI to the appropriate governmental authority, and Investigator will furnish UMBI with

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proof of payment of the tax together with official or other appropriate evidence issued by the competent governmental authority sufficient to enable UMBI to support a claim for tax credit with respect to any sum so withheld. Any such tax withheld and paid in payments by Investigator will be an expense of and be borne solely by UMBI, and Investigator's payment(s) under this Agreement following the withholding of the tax will be decreased by the amount of such tax withholding. Investigator will cooperate with UMBI in the event UMBI elects to seek, at its own expense, administrative or judicial determination of tax exemption.

ARTICLE 8. INFRINGEMENT

- 8.01 Investigator shall inform UMBI of all infringement suits relating to Patent Rights that Investigator initiates but agrees to not compel UMBI to initiate or join in any such suit for patent infringement, unless legally necessary for Investigator to have standing to sue in the first instance. Should UMBI be required to join in any suite for infringement as stated above, Investigator agrees to reimbursement UMBI for all costs associated with UMBI's participation in said infringement suit.

ARTICLE 9. TERM AND TERMINATION

- 9.01 This Agreement will continue in full force and effect until the disallowance, expiration, or invalidation of the last Patent Right licensed under this Agreement.

ARTICLE 10. APPLICABLE LAW

- 10.01 This Agreement is made and construed in accordance with the laws of the State of Maryland without regard to choice of law issues, except that all questions concerning the construction or effect of patents will be decided in accordance with the laws of the country in which the particular patent concerned is prosecuted or has been granted.
- 10.02 In any action or judicial proceeding brought to enforce, construe or interpret this Agreement, each Party consents to the jurisdiction and venue of the courts of Baltimore City and Baltimore County, Maryland and the United States District Court for the District of Maryland in Baltimore City, Maryland.

ARTICLE 11. REPRESENTATIONS AND WARRANTIES

- 11.01 UMBI Representations.
- (a) UMBI represents that to the knowledge of patent administrators responsible for administering and managing Patent Rights at UMBI, as of the Effective Date:
- (i) as confirmed by assignments from persons who are known to such patent administrators to be Inventors, UMBI has the full right, title and interest in and to the Patent Rights identified in Exhibit A, subject to any rights of the

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United States under grants to UMBI and pursuant to 35 U.S.C. Section 201 et seq. and all implementing regulations;

(ii) the Patent Rights identified in Exhibit A are not the subject matter of any currently pending litigation involving UMBI, and such patent administrators have not been informed of any related litigation contemplated by a Third Party;

(iii) such patent administrators have no actual knowledge that any person disputes inventorship or ownership of the Patent Rights identified in Exhibit A; and

(iv) the officers of UMBI executing this Agreement are authorized to do so on behalf of UMBI.

(b) UMBI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, AND PATENT VALIDITY.

11.02 Investigator Representations. Investigator represents and warrants to UMBI that, as of the date of this Agreement: (a) Investigator has full legal right, power and authority to execute, deliver and perform its obligations under this Agreement; and (b) the execution, delivery and performance by Investigator of this Agreement do not contravene or constitute a default under any provision of applicable law or of any agreement, judgment, injunction, order, decree, or other instrument binding upon Investigator.

ARTICLE 12. CLAIMS, INDEMNIFICATION AND INSURANCE

12.01 UMBI represents that it is subject to the Maryland Tort Claims Act (the “Act”), Title 12, Subtitle 1, State Government Article, Annotated Code of Maryland, which permits claims in tort against the State of Maryland for the negligent acts of its officers and employees acting within the scope of their employment, under certain circumstances and subject to limits set by law.

12.02 Investigator warrants and represents that he will arrange for and maintain comprehensive liability, property damage, and product liability insurance appropriate for the state of development of the Patent Rights. Investigator warrants all insurance required to be provided by Investigator hereunder will be maintained in full force and effect throughout the remaining term of this Agreement. Investigator warrants that its liability insurance covers contractually assumed liabilities referred to in Section 12.03, and agrees to maintain such coverage throughout the term of this Agreement. A certificate evidencing required insurance coverage will be delivered to UMBI: (i) on or before the Effective Date; (ii) each time there is a change in Investigator’s insurance coverage; and (iii) each time Investigator’s insurance coverage is renewed.

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Investigator agrees to require its insurance carrier(s) to notify UMBI within fifteen (15) days prior to cancellation of Investigator's insurance coverage. If Investigator does not secure liability insurance written on an occurrence basis, but instead secures liability insurance written on a claims-made basis, Investigator warrants that it shall purchase extending reported coverage or otherwise provide insurance satisfying its obligations hereunder for a period of not less than three (3) years following termination of this Agreement.

- 12.03 Investigator will defend, indemnify, and hold harmless UMBI Personnel, UMBI, USM, the State of Maryland, and their regents, officers, employees, independent contractors, faculty, students, agents, and representatives (each individually a "**UM Party**" and all, collectively "**UM Parties**") against any and all claims, costs or liabilities, including attorney's fees and court costs at trial and appellate levels, for any loss, damage, personal injury, or loss of life, (a) caused by the actions or omissions of Investigator, Licensee, Licensee Personnel or Third Parties acting on behalf of or under authorization from Investigator, Licensee, or Licensee Personnel in the performance of this Agreement; (b) arising out of use by Investigator, Licensee, Licensee Personnel, or any Third Party acting on behalf of or under authorization from Investigator, Licensee, or Licensee Personnel, of products or processes (including licensed Patent Rights) pursuant to this Agreement; or (c) arising out of use, as instructed by Investigator, Licensee, Licensee Personnel, or any Third Party acting on behalf of or under authorization from Investigator, Licensee, or Licensee Personnel, by UMBI or UMBI Personnel, of products, processes, or protocols developed by Investigator, Licensee, Licensee Personnel, or Third Parties acting on behalf of or under authorization from Investigator, Licensee, or Licensee Personnel. Investigator's agreement to defend, indemnify and hold harmless the UMBI Parties is conditioned upon (i) UMBI promptly notifying Investigator in writing after UMBI receives notice of the claim, and (ii) UMBI and any UM Party seeking indemnification fully cooperating with Investigator in the defense of the claim. Investigator's agreement to defend, indemnify, and hold harmless a UM Party will not apply to any claim, cost, or liability attributable solely to the negligence of UMBI or that UM Party.

- 12.04 UMBI and Investigator further agree that nothing in this Agreement will be interpreted as: (a) a denial to a Party of any remedy or defense available to UMBI, USM, or their regents, officers, or employees under the laws of the State of Maryland or to Investigator or Licensee; (b) the consent of the State of Maryland or its agents and agencies to be sued; or (c) a waiver of sovereign immunity or governmental immunity of the State of Maryland and USM, or of official immunity of any UMBI Personnel, beyond the extent of any waiver provided by law.

ARTICLE 13. MISCELLANEOUS

- 13.01 Entire Agreement. This Agreement, together with any Exhibits specifically referenced and/or attached, embodies the entire understanding between Investigator and UMBI. There are no contracts, understandings, conditions, warranties or

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representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein.

13.02 Modification; Waiver.

- (a) This Agreement, including Exhibits, may not be amended, nor may any right or remedy of any Party be waived, unless the amendment or waiver is in writing and signed by a duly authorized representative of each Party.
- (b) A failure or delay by a Party in exercising any of its rights or remedies under this Agreement does not constitute a waiver of the rights or remedies, nor does any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies of the Parties provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

13.03 Severability. If any condition or provision in any Article of this Agreement is held to be invalid or illegal or contrary to public policy by a court of competent jurisdiction from which there is no appeal, this Agreement will be construed as though the provision or condition did not appear. The remaining provisions of this Agreement will continue in full force and effect.

13.04 Binding Effect; Assignment

- (a) Investigator may assign this Agreement to a Licensee or to a successor to all or substantially all of Investigator's assets to which this Agreement relates. Investigator may not otherwise assign or transfer this Agreement without the prior written consent of UMBI, which will not be unreasonably withheld or delayed or conditioned.
- (b) UMBI may assign this Agreement to a successor-in-interest, but may not otherwise assign or transfer this Agreement without the prior written consent of Investigator, which will not be unreasonably withheld or delayed or conditioned.

13.05 No Agency or Partnership. UMBI and Investigator are not (and nothing in this Agreement may be construed to constitute them as) partners, joint venturers, agents, representatives or employees of the other, nor is there any status or relationship between them other than that of independent contractors. No Party has any responsibility or liability for the actions of another Party except as specifically provided in this Agreement. No Party has any right or authority to bind or obligate another Party in any manner or make any representation or warranty on behalf of another Party.

13.06 No Grant of Intellectual Property Rights. No license or right is granted by implication, estoppel, or otherwise with respect to any patent application or patent owned by any Party unless specifically set forth in this Agreement.

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13.07 Costs and Expenses. Unless otherwise provided, all costs and expenses incurred in connection with this Agreement will be paid by the Party which incurs the cost or expenses, and the other Parties have no liability for such cost or expense.

13.08 Notices. All notices, consents and other communications required or allowed under this Agreement shall be in writing are effective upon receipt: (a) when delivered by hand; or (b) when received by the addressee after being mailed by registered or certified mail (air mail if mailed overseas), return receipt requested; or (c) when received by the addressee, by delivery service (return receipt requested), in each case addressed to the Party at its address set forth below (or the another address that a Party may later designate by notice to the other Party):

If to UMBI: Vice President, Research, Innovation, and Commercialization
University of Maryland Biotechnology Institute
701 East Pratt Street, Suite 200
Baltimore, Maryland 21202

Copy to: Office of the Attorney General of Maryland
Educational Affairs Division
200 Saint Paul Street, 17th Floor
Baltimore, MD 21202-2021

If to Investigator: Yanto Lunardi-Iskandar, M.D., Ph.D.
226 Lee Street
Gaithersburg, MD 20877

13.09 Advertising and Publicity. No Party will use the name of another Party or its employees or personnel, or any adaptation thereof, in any advertising, promotional, or sales literature without prior written consent obtained from the other Party, which consent shall not be unreasonably withheld or delayed. Any Party may publicize the fact that the Parties have made this Agreement.

13.10 Limitations on Employment or Compensation of UMBI Personnel. Investigator will not knowingly employ or compensate, directly or indirectly, any person working in the Licensed Field(s), or involved in negotiating this Agreement on behalf of UMBI, while the person is employed by UMBI or for two (2) years thereafter, unless UMBI provides Investigator with prior written consent of the UMBI President (or her designee), to the employment or compensation of that person by Investigator. Subject to and in accordance with USM, and UMBI policies, and State law, UMBI will consider giving written consent for UMBI faculty and staff members to hold stock in and consult for Investigator subject to the advance approval of each such shareholder agreement and consulting agreement to ensure that there is no conflict with UMBI policies on professional commitment of faculty, intellectual property, and conflicts of interest in research or development, and no violation of the Maryland Public Ethics Law, (Title 15, State Government Article, Annotated Code of Maryland). “**Compensation**” includes but is not limited to stock options or stock purchase agreements, consulting agreements, any other form of agreement executed between a UMBI Employee and Investigator, and cash payments. “**Employment**” includes both uncompensated and compensated service to Investigator.

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- 13.11 Force Majeure. No Party is liable for failure or delay in performing any of its obligations under this Agreement if the failure or delay is required to comply with any governmental regulation, request or order, or necessitated by other circumstances beyond the reasonable control of the Party so failing or delaying, including but not limited to Acts of God, war (declared or undeclared), terrorism, civil unrest, insurrection, fire, flood, accident, labor strikes, work stoppage or slowdown (whether or not such labor event is within the reasonable control of the Parties), or inability to obtain raw materials, supplies, power or equipment necessary to enable a Party to perform its obligations. Each Party will (a) promptly notify the other Parties in writing of an event of force majeure, the expected duration of the event and its anticipated effect on the ability of the Party to perform its obligations and (b) make reasonable efforts to remedy the event of force majeure.
- 13.12 No Third Party Beneficiaries. This Agreement is not intended to create, and does not create, enforceable legal rights as a third party beneficiary or through any other legal theory on the part of any UMBI Personnel or any other person.
- 13.13 Headings; Draftsmanship. This Agreement is negotiated as an arms-length business transaction and all Parties have participated in the drafting of this Agreement had an opportunity to review this Agreement and consult with counsel. Draftsmanship will not be taken into account in construing this Agreement and there shall be no application of the rule of construction against the drafter. The headings used in this Agreement are inserted for convenience of reference only and shall not be deemed to constitute a part hereof.
- 13.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

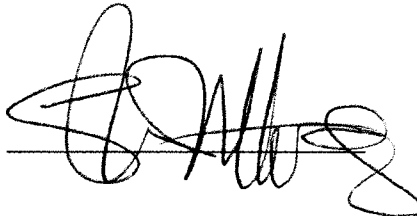
EXECUTION VERSION

Each Party, intending to be legally bound, has caused this Patent Agreement to be signed by its duly authorized official on the date(s) set forth below.

UNIVERSITY OF MARYLAND BIOTECHNOLOGY INSTITUTE

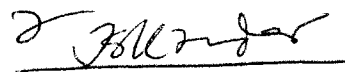
By:  (SEAL)
Theodore J. Roumel, Ph.D., MPH
Vice President
Research, Innovation, & Commercialization

WITNESS:



Date: 5/15/09

YANTO LUNARDI-ISKANDAR

By:  (SEAL)
Yanto Lunardi-Iskandar, M.D., Ph.D.

WITNESS:



Date: 05/07/2009

EXECUTION VERSION

EXHIBIT A PATENT RIGHTS

1.	TREATMENT AND PREVENTION OF HIV INFECTION BY ADMINISTRATION OF DERIVATIVES OF HUMAN CHORIONIC GONADOTROPIN (UMBI REF: GALLO-96-021) <ul style="list-style-type: none"> • US Application No 08/669,681 (Abandoned) • US Application No. 09/619,911 (CIP) (Abandoned) • US Patent No. 6,329,505 • US Patent No. 6,319,504 (CPA) • US Patent No. 6,699,656 (Divisional) • PCT Application No. PCT/US97/11202 (National Phase Completed) • EP Application No. 97936023.7 (Abandoned)
2.	TREATMENT AND PREVENTION OF CANCER BY ADMINISTRATION OF DERIVATIVES OF HUMAN CHORIONIC GONADOTROPIN (UMBI REF: GALLO-96-022) <ul style="list-style-type: none"> • Patent No.: 5,997,871 (CIP) • PCT Application No. PCT/US97/11210 (National Phase Completed) • EP Application No.: 97 932 330.0 (Abandoned)
3.	METHODS OF TREATMENT OF WASTING SYNDROME BASED ON ADMINISTRATION OF DERIVATIVES OF HUMAN CHORIONIC GONADOTROPIN (UMBI REF: GALLO-96-023) <ul style="list-style-type: none"> • US Application No.: 08/669,675 (Abandoned) • US Application No. 08/709,933 (Abandoned) • PCT Application No.: PCT/US97/11448 (National Phase Complete) • PCT-EP Application No.: 97 932 414.2
4.	METHODS OF PROMOTING HEMATOPOIESIS USING DERIVATIVES OF HUMAN CHORIONIC GONADOTROPIN (UMBI REF: GALLO-96-024) <ul style="list-style-type: none"> • US Utility Application No.: 08/669,654 (Abandoned) • US Patent No.: 5,968,513 (CIP) • PCT Application No.: PCT/US97/11209 (National Phase Complete) • EP Application No.: 97 934 859.6 (Abandoned)
5.	PEPTIDES FROM β-hCG, FRACTIONS OF hCG SOURCES, AND THERAPEUTIC METHODS EMPLOYING SUCH PEPTIDES AND/OR FRACTIONS (UMBI REF: GALLO-98-021) <ul style="list-style-type: none"> • US Patent No. 6,583,109 • US Patent No.: 6,620,416 (Divisional 1) • US Patent No.: 6,596,688 (Divisional 2) • US Patent No.: 6,699,834 (Divisional 3) • US Patent No.: 6,805,882 (Divisional 4)
6.	THERAPEUTIC POLYPEPTIDES AND METHODS FOR USING SAME (UMBI REF: GALLO-99-008) <ul style="list-style-type: none"> • US Provisional-1 Application No.: 60/147,825 • US Provisional-2 Application No.: 60/188,777 • US Application No.: 09/632,831 (pending) • PCT-1 Application No.: PCT/US00/21499 (National Phase Completed) • PCT-2 Application No.: PCT/US00/21495 (National Phase Completed) • EP Application No.: 00 957 310.6 (Abandoned) • CA Application No.: 2 381,005 (Abandoned)