

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
The Board of Trustees of the University of Arkansas	07/20/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Yale University
<b>Street Address:</b>	Two Whitney Avenue
<b>City:</b>	New Haven
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06051
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	11248702
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(651)429-0613
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	mctpatent@qwest.net
<b>Correspondent Name:</b>	Hugh McTavish
<b>Address Line 1:</b>	429 Birchwood Courts
<b>Address Line 4:</b>	Birchwood, MINNESOTA 55110
<b>ATTORNEY DOCKET NUMBER:</b>	110.003US1
<b>NAME OF SUBMITTER:</b>	Hugh McTavish
<b>Total Attachments: 5</b> source=Yale-UAMS_transfer#page1.tif source=Yale-UAMS_transfer#page2.tif source=Yale-UAMS_transfer#page3.tif source=Yale-UAMS_transfer#page4.tif source=Yale-UAMS_transfer#page5.tif	

OP \$40.00 11248702

## AGREEMENT OF ASSIGNMENT AND TRANSFER

THIS AGREEMENT is made this 19<sup>th</sup> day of July, 2009, (hereinafter "Effective Date") by and between the Board of Trustees of the University of Arkansas acting for and on behalf of the UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES, a public institution of higher education having principal offices at 2404 North University Avenue, Little Rock, Arkansas 72207 (hereinafter referred to as "UAMS") and YALE UNIVERSITY, a corporation whose post office address is Two Whitney Avenue, New Haven, Connecticut 06051 (hereinafter referred to as "YALE"), each or all of which shall be referred to hereinafter as "Party" or "Parties," respectively.

WHEREAS, Alessandro D. Santin, MD, is herein after the "Inventor" of certain UAMS technology defined hereinafter as the "Invention"; and

WHEREAS, Board of Trustees of the University of Arkansas Patent and Copyright Policy 210.1, as amended, provides UAMS the option to relinquish or transfer rights to such Invention to the Inventor or to the Inventor's current institution, YALE; and

WHEREAS, YALE has requested that UAMS relinquish or transfer such rights in the Invention to YALE; and

WHEREAS, UAMS has no intention to prosecute or continue to prosecute any patent application related to the Invention; and

WHEREAS, in exchange for relinquishing or transferring its rights to such Invention, UAMS shall receive certain consideration (hereinafter referred to as "Royalties" as defined herein below).

NOW THEREFORE, in consideration of these premises, and of the mutual promises and covenants contained herein, the Parties agree as follows:

### ARTICLE I – DEFINITIONS

As used in this Agreement, the following term shall have the meaning indicated:

1.1 "Invention" shall mean the subject matter and technology described in UAMS Invention Disclosure #I04-13, title: "*Therapy with Clostridium Perfringens Enterotoxin to Treat Ovarian and Uterine Cancer*" and specifically includes U.S. Patent Application No. 11/248,702 and all divisions, and continuations and continuations-in-part filed by YALE thereon, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such application, and all applications for Letters Patent which may hereafter be filed by YALE for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals and reissues thereof. This assignment does not include future UAMS improvements to this Invention.

1.2 "Royalties" shall mean any and all revenues actually received by YALE from commercialization of the Invention.

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## ARTICLE II – TRANSFER OF RIGHTS

UAMS hereby irrevocably transfers and assigns all right, title and interest in and to the Invention to YALE as of the Effective Date in exchange for Royalties and other good and valuable consideration. UAMS represents and warrants to YALE that, to the best of its knowledge, UAMS has not taken any action that would cause its right, title and interest in the Invention to be encumbered or to be subject to any claims or liens of any person or entity other than YALE.

## ARTICLE III – CONSIDERATION

- 3.1 In consideration for UAMS' transferring its rights to the Invention as set forth in Article II, YALE agrees to pay UAMS, on an annual basis, twenty percent (20%) of Royalties received until the total UAMS investment of Thirty thousand seven hundred eight and 24/100 dollars (\$30,708.24) in U.S. Patent Application No. 11/248,702 in the Invention is satisfied.
- 3.2 UAMS reserves a nonexclusive, nontransferable, royalty-free license to make and use the Invention for research and education purposes.

## ARTICLE IV - OBLIGATIONS OF YALE

- 4.1 In consideration for this assignment, YALE agrees to fully perform the following obligations, consistent with and as provided in the YALE University Patent Policy:
- (a) Executing this Agreement in a timely manner; and
  - (b) Selecting and hiring the services of a patent attorney; and
  - (c) Assuming all responsibilities for the prosecution and maintenance of any patent application covering the Invention; and
  - (d) Ensuring that this Assignment of the Invention is properly recorded in the U.S. Patent and Trademark Office; and
  - (e) Assuming full responsibility for the payment of all patent costs and attorney fees incurred by YALE above those cost described in Section 3.1 above.

4.2 YALE shall provide UAMS a true and accurate report of the commercialization activities of the Invention or, if appropriate, YALE'S abandonment of the Invention.

## ARTICLE V - INDEMNIFICATION

5.1 YALE agrees that if it licenses the Invention, any indemnification clause it negotiates shall provide indemnification for UAMS equally with indemnification for Yale.

5.2 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, the UNIVERSITY OF ARKANSAS, UAMS, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AND/OR AFFILIATES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND WITH RESPECT TO THE INVENTION,

EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY UAMS THAT THE PRACTICE BY YALE OF THE RIGHTS GRANTED HEREUNDER SHALL NOT INFRINGE THE PATENT RIGHTS OF ANY THIRD PARTY. IN NO EVENT SHALL UAMS, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES AND/OR AFFILIATES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY OR PERSON, OR LOST PROFITS, REGARDLESS OF WHETHER UAMS SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY OR LIKELIHOOD THEREOF.

#### ARTICLE VI - TERMINATION

6.1 This Agreement shall be effective and its term shall begin on the Effective Date, and, unless terminated by mutual consent of the Parties hereto, or terminated as otherwise provided in this Article VI, the term of this Agreement shall be perpetual.

6.2 If a Party hereto fails to perform or fulfill, at the time and in the manner herein provided, any obligation or condition required to be performed or fulfilled by that Party hereunder (a "Defaulting Party"), and if such failure to perform or fulfill the obligation or condition shall have a material adverse effect on the Party which was to benefit from such performance or fulfillment, and if the Defaulting Party fails to cure the default within thirty (30) calendar days after written notice thereof from the non-defaulting Party, the non-defaulting Party will have the right to terminate this Agreement by written notice of termination to the defaulting Party given at any time after the thirty (30) calendar day cure period. Any termination of this Agreement pursuant to this subparagraph will be in addition to, and will not be exclusive of or prejudicial to, any other rights or remedies at law or in equity the non-defaulting Party may have on account of the defaulting Party.

6.3 Upon termination of this Agreement for any reason, nothing herein shall be construed to release either Party from any obligation that matured prior to the effective date of such termination, the transfer and assignment effected in Article II shall remain in effect, and Articles V, VI and VII shall survive any such termination.

#### ARTICLE VII - NOTICES AND OTHER COMMUNICATIONS

Service of all notices shall be deemed duly given if sent by registered or certified mail, postage prepaid, to the addresses below or to such other address as is provided in writing by a given Party. The date of mailing shall be the date of such notice.

Notices shall be sent to:

If to UAMS:                   UAMS BioVentures, Technology Licensing Office  
University of Arkansas for Medical Sciences  
4301 West Markham Street, Mail Slot #831  
Little Rock, Arkansas 72205

If to YALE: Yale University  
Office of Cooperative Research  
433 Temple Street  
New Haven, Connecticut 06051

ARTICLE VIII - GENERAL PROVISIONS

8.1 Neither Party shall be deemed to be an agent of the other Party as a result of any transaction under or related to this Agreement.

8.2 This Agreement shall only be amended by consent of the Parties expressed in writing and signed by the Parties.

8.3 YALE may transfer its rights under this Agreement to third parties on the condition that such parties agree to be bound by the terms contained herein.

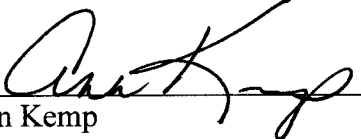
8.4 The Parties will not use the name of the other Party, in any form of publicity, advertising, or news release without the prior written approval of the other Party.

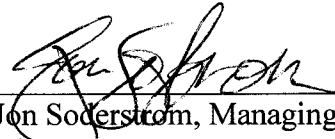
8.5 The provisions of the Agreement are severable, and in the event that any provisions of this Agreement are determined to be invalid or unenforceable under any controlling body of law, such invalidity or enforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

IN WITNESS WHEREOF, the Parties have hereunder set their hands and seals and duly executed this Agreement in duplicate as of the day and year first above written.

BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ARKANSAS

YALE UNIVERSITY

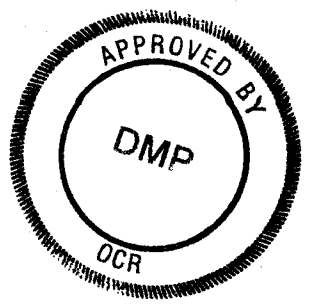
By:   
Ann Kemp  
Vice President for Administration

By:   
Jon Soderstrom, Managing  
Director,  
Office of Cooperative Research

Date: 7/20/09

Date: 13 July 2009

ORIGINAL



## Sample Patent Assignment

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned do hereby:

SELL, ASSIGN AND TRANSFER TO ASSIGNEE, INC., a corporation of the state of Delaware having a place of business at 123 Main Street, Anywhere, U.S.A., the entire right, title and interest for the United States and all foreign countries in and to:

1. any and all improvements which are disclosed in the above-captioned application for United States Letters Patent, which has been executed by the undersigned concurrently herewith;
2. the above-referenced application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or may be subsequently filed, in the United States and/or in any and all other countries, on any of such improvements;
3. all original and reissued patents which have been or may subsequently be issued in the United States or in any foreign country on such improvements;
4. and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT that, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, the undersigned will:

- a) execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements;
- b) execute all rightful oaths, declarations, assignments, powers of attorney and other papers;
- c) communicate to the ASSIGNEE all facts known to the undersigned relating to such improvements and the history thereof; and
- d) generally do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and for securing, maintaining and enforcing proper patent protection for such improvements;

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to and in favor of the successors, assigns and nominees of the ASSIGNEE.

*[Signature and acknowledgement]*