PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Execution Date
Centre National De La Recherche Scientifique	01/08/2007
University of Aix-Marseille II	12/20/2006
Schafer-N	12/20/2006
Universitaetsklinikum Hamburg-Eppendorf	12/06/2006

RECEIVING PARTY DATA

Name:	Pharmaxon
Street Address:	IBDML - Parc Scientifique de Luminy - Case 907
City:	Marseille Cedex 9
State/Country:	FRANCE
Postal Code:	13009

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	12176008
Patent Number:	7417025

OP $80.00 12176008

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	356607US2SD
NAME OF SUBMITTER:	Karen L. Hudson

Total Attachments: 31
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PATENT AND KNOW-HOW LICENSE AGREEMENT
N° L06149

BY AND BETWEEN:

1°) The **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE**, a scientific and technological public establishment, having its headquarters at 3 rue Michel-Ange - 75794 PARIS Cedex 16 - France, which intra-communautary TVA number is FR40180089013, the SIRET number is 180089013 03720, the APE code is 731 Z, represented by its General Manager, Mr. Arnold MIGUS, hereinafter referred to as "**CNRS**",

2°) The **UNIVERSITY OF AIX-MARSEILLE II**, a scientific, cultural and professional establishment, located at 58 boulevard Charles Livon – 13007 MARSEILLE – France, represented by its President, Mr. Yvon BERLAND, hereinafter referred to as "**UNIVMED**",

CNRS and UNIVMED acting on their own name and on behalf of the laboratory Neurogenèse et Morphogenèse dans le Développement et chez l'Adulte (NMDA), UMR 6156, directed by Mrs Geneviève ROUGON (former Laboratoire de Génétique et Physiologie du Développement, UMR 6545, directed by Mr. Jacques PRADEL), located at the Institut de Biologie du développement (IBDM), Université de la Méditerranée (Aix-Marseille II) — Parc Scientifique de Luminy – BP 907 - 13288 MARSEILLE Cedex 09. France, hereinafter referred to as « **LABORATORY** »,

3°) **SCHAFER-N**, a company incorporated under the laws of Denmark, having its registered head office at Lersø Park Allé 42, DK-2100, COPENHAGEN, Denmark, represented by Mr Claus SCHAFER-NIELSEN, CEO, hereinafter referred to as "**SCHAFER-N**".

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4°) The **UNIVERSITÄTSKLINIKUM HAMBURG-EPPENDORF**, a scientific, cultural and professional establishment, located at Martinistr. 52 – 20246 HAMBURG – Germany, represented by its Board of Directors, authorised to sign on behalf of the Board: Prof. Dr. Rolf STAHL, Dean, and Dr. Ralf KRAPPA, Managing Director, MediGate, hereinafter referred to as "**UKE**,

CNRS, UNIVMED, SCHAFER-N and UKE are hereinafter collectively referred to as the "**CO-OWNERS**".

ON ONE SIDE

AND

5°) **PHARMAXON**, a French company having a nominal capital of 40 000 euro (RCS Marseille B 478 737 372), which intra-communautary VAT number is FR 58478737372, whose headquarters are located at IBDML – Parc Scientifique de Luminy - Case 907 – 13009 MARSEILLE Cedex 9, France, represented by Mr. Pascal DESCHASEAUX, President, hereinafter referred to as "**PHARMAXON**".

ON THE OTHER SIDE

PHARMAXON and the CO-OWNERS are hereinafter collectively referred to as "**PARTIES**" or individually as "**PARTY**".

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WHEREAS

Within the framework of European Contract n° QLK6-CT-1999-02187 and specific research and technological development program "Quality of Life and Management of Living Resources", a project entitled "Age-related changes in learning and memory: neural cell adhesion molecules, associated carbohydrates and ligands" has been carried out by several academic research teams, in particular by CNRS/UNIVMED and University of Hamburg, and SCHAFER-N.

During this collaboration an invention was jointly made by Geneviève ROUGON and Pascal TORREGROSSA from CNRS, Claus SCHAFER from SCHAFER-N and Melitta SCHACHNER from University of Hamburg.
This invention has been protected by a European Patent application n° EP02292548.1 filed on October 16th 2002 in the name of CNRS, UNIVMED, University of Hamburg and SCHAFER-N. By the time the invention was made, the UKE was part of University of Hamburg that has subsequently transferred its rights in this invention to UKE witch has been separated from University of Hamburg.

CO-OWNERS have full right, title and interest to license the here above mentioned invention.

PHARMAXON, a company dedicated to the development of cell mobility-based neurological therapies, has expressed early 2003 its interest to obtain an exclusive license with a right to sublicense under the above-mentioned patent application and its extensions.

The PARTIES wish to formalize hereby the terms and conditions applicable to the present license Agreement, .

NOW THEREFORE IT IS HEREBY AGREED

Preliminary Article - DEFINITIONS

AFFILIATES, shall refer to any legal entity which:
- directly or indirectly controls PHARMAXON or,
- is subject to the same direct or indirect control as PHARMAXON or,
- is directly or indirectly controlled by PHARMAXON.

A legal entity shall be considered to control another when:
- it directly or indirectly holds more than 50 % (fifty percent) of the shares of the other entity or more than 50 % (fifty percent) of the voting rights of the other entity's shareholders or partners, or
- it has, directly or indirectly, de facto the power to make decisions within the other legal entity.

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ANTIBODY, shall mean the monoclonal antibody referenced 30H12, transmitted by the company Aventis Pasteur in the framework of a Material Transfer Agreement, to SCHAFER-N in order to permit said company to conduct its researches (screening of phages librairies in order to identify peptides mimicking the PSA molecule) in counterpart of an exclusive, worldwide, royalty-free license, with right to sublicense, granted to Aventis Pasteur concerning the results of said research (the MTA is annexed to the present Contract).

CONFIDENTIAL INFORMATION, shall mean any confidential or protected information belonging to the PARTIES or to one of the PARTIES, in relation to the invention which is covered by the PATENTS and/or the KNOW-HOW whether it be in written, graphic, oral or in any other form.

DATE OF FIRST COMMERCIAL SALE, means the first sale for monetary value for use or consumption by a member of the general public of a PRODUCT in any country in the world after receipt of all Regulatory Approvals for the sale of such PRODUCT has been obtained in such country.

EFFECTIVE DATE, shall mean the last date of signature of the present Agreement by all the PARTIES.

FIELD, shall mean all fields.

KNOW-HOW shall mean the technical and scientific knowledge, whether it be in written, graphic or oral form, whatever the material used, acquired by the LABORATORY during its research up to the EFFECTIVE DATE necessary to put to practice the inventions protected by the PATENTS in the FIELD. A description of the KNOW-HOW is appended in Annex 1 hereto.

MTA, shall mean the Material Transfer Agreement signed on May 2000 by Aventis Pasteur S.A. and SCHAFER-N. A copy of the MTA is joined in Annex 2 hereto.

NET SALES, shall mean the gross amount invoiced by PHARMAXON and/or its AFFILIATES to their customers for the PRODUCTS' sale, after deducting any normal trade discounts and credit notes issued in respect of returned PRODUCTS, purchase, sales, import, or value added taxes or any other governmental taxes applicable according to the exploitation territory and charges in respect to carriage. The PRODUCTS used during internal researches as well as the specimen freely distributed are excluded from the NET SALES.

Should PHARMAXON sell PRODUCTS to an AFFILIATE (or vice versa), for sale to third parties, the NET SALES shall be calculated as described above based on the sales between the AFFILIATES (or PHARMAXON) and third parties and not the sales between PHARMAXON and its AFFILIATES.

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If a PRODUCT is sold as a COMBINATION PRODUCT, NET SALES shall be calculated by multiplying NET SALES of such COMBINATION PRODUCT by the fraction A/(A+B), where A is the catalogue price of the PRODUCT as sold separately in the country where the COMBINATION PRODUCT is sold, and B is the total of the catalogue prices in said country of all other active products or components in such combination as sold separately. In the event that the PRODUCT or one or more of such active product or components in the said combination product are not sold separately, then the PARTIES shall negotiate in good faith a formula for calculating NET SALES for such PRODUCT that reflects the respective contributions of the PRODUCT and such other components to the overall value of such combination product.

PATENTS, shall mean the PCT application n° IB0305108 filed on October 16th, 2003 (under the priority of the European patent application n° EP 02292548.1 filed on October 16th, 2002 which has been abandoned), in the names of CNRS, University of Aix-Marseille 2, University of Hamburg and SCHAFER-N, entitled « Poly-a2,8-sialic acid mimetic peptides and their applications» and naming as inventors Geneviève ROUGON, Pascal TORREGROSSA, Claus SCHAFER and Melitta SCHACHNER, as well as all and any patent relating therefrom, all the rights resulting therefrom including but not limited to a) reissue, reexaminations, and territorial extensions as well as b) complementary protection certificate or the like, c) divisional applications, continuations, continuations-in-part.

PRODUCT, shall mean any product containing a peptide as described in the PATENT developed and/or commercialised by PHARMAXON and whose composition and/or use have been identified directly or indirectly thanks to the use of at least one of the PATENTS' claims or using the KNOW-HOW, but without using the ANTIBODY.

COMBINATION PRODUCT, shall mean any product commercially exploited by PHARMAXON or its sublicensees, which is issued from the combination of the PRODUCTS and other products or active components which are not PRODUCTS.

SUBLICENSES, shall mean any license granted by PHARMAXON to any non-affiliated third parties to manufacture or commercially exploit the PRODUCTS in the FIELD and in the TERRITORY.

SUBLICENSEE, shall mean any non-AFFILIATE third party to whom PHARMAXON has granted rights, under PATENTS.

SUBLICENSES REVENUES, shall mean any sum of any kind including but not limited to lump sum payments, milestones and royalties, but excluding R&D reimbursement and payments received by PHARMAXON for the purchase of equity, received by PHARMAXON from its SUBLICENSEES for the making, use or selling of the PRODUCTS in consideration for said SUBLICENSE. PHRMAXON agrees that it shall not accept from SUBLICENSEES cross-licenses as revenues, anything of value in lieu of cash payments pursuant to any sublicense permitted under the present Agreement.

TERRITORY, shall mean the entire world.

Singular terms may be read in the plural and vice versa.

Article 1 - **OBJECT, NATURE AND SCOPE OF THE LICENSE**

1.1 By virtue of the present Agreement, the CO-OWNERS hereby grant PHARMAXON, and PHARMAXON accepts, subject to all the terms and conditions of the present Agreement, an exclusive license under the PATENTS and the KNOW-HOW in the TERRITORY to develop, make, have make, use, sell and otherwise dispose of the PRODUCTS.

1.2 The right to license granted to PHARMAXON includes the right to grant SUBLICENSES to SUBLICENSEES and to extend the license to AFFILIATES.

1.3 It is hereby understood that the CO-OWNERS shall be free to use the PATENTS and/or the KNOW-HOW for internal not for profit research, clinical and educational purposes only but for no other purpose, provided however that such use does not limit the rights granted to PHARMAXON and does not grant rights to any for-profit third party entity under the PATENT and/or the KNOW-HOW.

1.4 For the avoidance of doubt, PHARMAXON shall undertake that its AFFILIATES and/or SUBLICENSEES shall be subject to the same obligations as those of PHARMAXON in the present Agreement.

Article 2 - **TERM**

The present Agreement shall take effect upon the EFFECTIVE DATE and absent early termination pursuant to the terms in Article 12 herein, shall remain in effect:

a) In countries in which there are no, or there are no longer, any PATENT applications or valid PATENTS, 10 (ten) years from the DATE OF FIRST COMMERCIAL SALE of a PRODUCT in said countries of the TERRITORY provided that the KNOW-HOW has been kept secret during this period.

b) In countries in which a PATENT application is pending or a valid PATENT exists, for the duration of validity of said PATENTS, when this duration is longer than the period set out in a).

Article 3 - **TRANSFER OF KNOW-HOW AND TECHNICAL ASSISTANCE**

3.1 Within 3 (three) months following the EFFECTIVE DATE, the CO-OWNERS agree to deliver the KNOW-HOW in the FIELD to PHARMAXON as well as any technical information necessary for its use.

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3.2 Agents from the CO-OWNERS working at the LABORATORY shall provide the technical assistance necessary for PHARMAXON to acquire the KNOW-HOW under conditions which are compatible with their other professional obligations. This technical assistance shall be limited to an average of 1 (one) day per month. Beyond the 6 (six) month period, if further assistance is required by PHARMAXON, a separate consultancy agreement shall be negotiated in good faith between the PARTIES.

3.3 Should the members or representatives of the LABORATORY be required to travel to provide technical assistance at the request of PHARMAXON, their travel and lodging costs shall be paid by PHARMAXON.

Article 4 – EXPLOITATION

4.1 PHARMAXON agrees to take all necessary steps to develop, maintain, manufacture, obtain the necessary permits and to commercially exploit the PRODUCTS notably via serious commercial exploration and reasonable publicity efforts.

4.2 PHARMAXON agrees to fill orders placed by potential customers by delivering the PRODUCTS as soon as possible and to ensure after-sales service.

4.3 PHARMAXON agrees to notify the CO-OWNERS of annual reports under confidentiality, on the development, manufacturing and/or exploitation of PRODUCTS, including to promptly inform the CO-OWNERS of any decision not to pursue development, manufacturing and/or exploitation of any PRODUCT. In such event, the CO-OWNERS shall have the right to terminate the present Agreement as set forth in Article 12 below.

4.4 Should PHARMAXON not begun to exploit or have exploited the PATENTS, directly or indirectly or not have taken actions to develop or commercialize the PRODUCTS, within 4 (four) years, following the EFFECTIVE DATE of the present Agreement, then the CO-OWNERS shall have the right to convert any exclusive license granted hereunder to a non-exclusive license upon 6 (six) months written notice delivered to PHARMAXON detailing the claim of CO-OWNERS and provided that PHARMAXON has not cured the claimed failure and/or cannot demonstrate that appropriate measures have been taken for such immediate cure.
The developments necessary for the commercialization or to begin the above mentioned exploitation shall be considered effective as soon as they occur in one country of the TERRITORY.

4.5 PHARMAXON agrees not to use "Centre National de la Recherche Scientifique" or "CNRS", "University of Aix-Marseille II" or "UNIVMED", "University Hospital Hamburg-Eppendorf" or "UKE", or "SHAFER-N" for promotional reasons, or any other mark or distinctive sign belonging to the CO-OWNERS or any adaptation thereof, or any of the inventors names or the name of any CO-OWNERS representative without having received prior written consent from the CO-OWNER interested and where applicable from each individual concerned, said consent shall not be unreasonably withheld.

For the sole purpose of identifying the origin of the License, "License CNRS – University of Aix-Marseille II – University Hospital Hamburg-Eppendorf – Schafer-N" may appear on all advertising material, technical notices or explanations concerning the PRODUCTS. It shall be PHARMAXON's responsibility to verify that the size of this label and its placement can in no way be interpreted to mean that the CO-OWNERS guarantee the PRODUCTS in any way.

4.6 PHARMAXON hereby declares that it has the necessary expertise to use the PATENTS to develop, produce, and commercially exploit the PRODUCTS.

4.7 PHARMAXON shall commercialize the PRODUCTS under its own trademarks or under trademarks for which it has obtained a license. The CO-OWNERS shall have no rights to such trademarks or to PHARMAXON's customers. All administrative authorizations obtained by PHARMAXON for the purpose of manufacturing and/or commercializing PRODUCTS shall be obtained for PHARMAXON or for any party which it shall have designated and subject to Article 4.8, the CO-OWNERS shall claim no rights thereto.

4.8 Without prejudice to the terms of Article 4.7, PHARMAXON agrees to provide the CO-OWNERS with a copy of all administrative authorizations, notably any official marketing approval that it obtains for the purpose of manufacturing and/or commercializing PRODUCTS no later than 3 (three) months after obtaining such final authorizations.

4.9 PHARMAXON and its SUBLICENSEES shall strictly respect applicable laws and regulations concerning the exploitation of the PRODUCTS. They shall assume full responsibility for any direct or indirect consequences of any exploitation that is not in accordance with applicable laws and regulations, and shall not call the CO-OWNERS in warranty.

Article 5 - FINANCIAL CONDITIONS

The present License is granted subject to the payment by PHARMAXON to the CNRS, on behalf of the CO-OWNERS, of:

5.1 Lump sum payments

- 5 000 € (five thousand Euro) excluding taxes, due at the EFFECTIVE DATE of the present Agreement,

- 10 000 € (ten thousand Euro) excluding taxes, due at the first anniversary date of the EFFECTIVE DATE of the present Agreement,

- 10 000 € (ten thousand Euro) excluding taxes, due as from the second anniversary date of EFFECTIVE DATE of the present Agreement, and at each following anniversary date until the entry of the first PRODUCT in phase I of clinical trials. This sum will be deductible against the milestones due at the entry of the first PRODUCT in phase I of clinical trials and against the following milestones related to clinical phases if it is the case.

- 30 000 € (thirty thousand Euro) excluding taxes, due at the entry of the first PRODUCT in phase I of clinical trials,

- 60 000 € (sixty thousand Euro) excluding taxes, due at the entry of the first PRODUCT in phase II of clinical trials,

- 80 000 € (eighty thousand Euro) excluding taxes, due at the entry of the first PRODUCT in phase III of clinical trials,

- 150 000 € (a hundred and fifty thousand Euro) excluding taxes, due at the date of the first market authorization, for the first PRODUCT.

5.2 Royalties

- in a country where the PRODUCT is covered by the PATENT : 1.5 % (one point five per cent).
- in a country where the PRODUCT is only covered by the KNOW-HOW : 0.75 % (zero point seventy-five per cent).

Should PHARMAXON be obliged to obtain one or several licenses or sublicenses from any third party to commercialize a PRODUCT (excluding COMBINATION PRODUCTS), PHARMAXON may deduct from annual royalties due by PHARMAXON to the CO-OWNERS, as mentioned above, up to 50 % (fifty percent) of all royalties paid by PHARMAXON the same year to said third party, on presentation of justificatory. The amount of said deduction shall not exceed 50 % (fifty percent) of amounts of royalties due to the CO-OWNERS and shall appear in the sales report addressed to the CO-OWNERS.

5.3 Sublicense Revenues

In exchange for the right to sublicense in the FIELD, PHARMAXON shall pay the CO-OWNERS a percentage of all SUBLICENSE REVENUES upon execution of any SUBLICENSE agreements and thereafter, whether said payments are due upon signature of said agreements or later:

1) 50 % (fifty per cent) of SUBLICENSES REVENUES for revenues from any SUBLICENSE signed after the EFFECTIVE DATE but before the entry of the first PRODUCT in pre-clinical trials,

2) 30 % (thirty per cent) of the SUBLICENSES REVENUES, for revenues from any SUBLICENSE signed after the entry of the first PRODUCT in pre-clinical trials but before the entry of the first PRODUCT in phase I clinical trials,

3) 20 % (twenty per cent) of SUBLICENSES REVENUES, for revenues from any SUBLICENSE signed upon the entry of the first PRODUCT in phase I clinical trials, but before the entry of the first PRODUCT into phase II clinical trials,

4) 17 % (seventeen per cent) of the SUBLICENSES REVENUES, for revenues from any SUBLICENSE signed upon the entry of the first PRODUCT in phase II clinical trials, but before the entry of the first PRODUCT into phase II b clinical trials,

5) 15 % (fifteen per cent) of the SUBLICENSES REVENUES, for revenues from any SUBLICENSE signed upon the entry of the first PRODUCT into phase II b clinical trials.

Article 6 - ACCOUNTING - VERIFICATION OF ROYALTIES

6.1 PHARMAXON shall keep separate accounts which shall include all the elements necessary to precisely evaluate the commercial transactions which occur within the framework of the present Agreement.

PHARMAXON shall assure that its AFFILIATES and SUBLICENSEES respect said obligation.

These accounts shall be closed on December 31 of every year.

6.2 By January 31 of each year, PHARMAXON shall send a detailed report of all sales of the PRODUCTS. This report shall be sent to the Service Financier de la Délégation Paris Michel-Ange du CNRS, 3 rue Michel-Ange - 75794 PARIS Cedex 16. Said report shall include the number of the present License as well as:

- the quantities sold of each PRODUCT,
- the NET SALES for each PRODUCT,
- the SUBLICENSES REVENUES,
- the applicable rate as set out in Article 5,
- the sum due to the CNRS, on behalf of the CO-OWNERS,

and will be used to draft an invoice by the CNRS, on behalf of the CO-OWNERS, for PHARMAXON.

6.3 The sums due by PHARMAXON shall be paid within 45 (forty-five) days following issue of said invoice from the CNRS, on behalf of the CO-OWNERS, which shall state the amount of the royalties due and shall be paid by bank transfer to the order of Agent Comptable Secondaire du CNRS, Délégation Paris Michel-Ange - Paierie Générale Paris - Code Banque : 10071 - Code Guichet N° 75200 - Compte N° 20001000505 - Clé 24 - Code IBAN : FR76 1007 1752 0020 0010 0050 524.

6.4 Should no commercial sales occur within the given reporting period, PHARMAXON shall nevertheless transmit a statement to the CNRS by January 31 of every year which attests to the absence of commercial sales during said period, indicates the causes for the absence of sales and the difficulties encountered.

6.5 To the sums due shall be added the legal taxes in effect on the date of payment, notably VAT, if applicable.

6.6 Any payments due by PHARMAXON to the CO-OWNERS under the present Agreement shall be paid in Euro.

6.7 Any sums which remain unpaid by PHARMAXON within the periods set out hereabove shall be subject to interest at the rate determined according to the rules applicable to the French Public CO-OWNERS (prevailing legal interest rate at the date of issuance of the invoice + 2 (two) points), without prejudice to the right of the CO-OWNERS to terminate the present Agreement pursuant to Article 12.

6.8 Said accounts shall be kept in accordance with PHARMAXON's normal procedures applicable to similar products and sales at PHARMAXON. The CO-OWNERS shall have the right, during the term of the present Agreement and up to 1 (one) year after the termination date or expiration date of the present Agreement, to request an audit of the relevant part of royalty accounts kept by PHARMAXON during normal business hours and subject to a reasonable notice period. Such audits shall not occur more than once per year and be limited to the 3 (three) consecutive accounting periods closed immediately before the audit occurs and shall be limited to the extent strictly necessary to verify the amount of royalties payable hereunder. Should there be an audit, an expert accountant shall be appointed by the CO-OWNERS at the expense of the CO-OWNERS, except if the amount of back payments due to the CO-OWNERS exceeds the amount paid by PHARMAXON by 5 % (five per cent), then such expense shall be paid by PHARMAXON. The expert accountant shall treat all information gathered with respect to PHARMAXON's business as strictly confidential.

6.9 Any payments properly due and made to the CNRS on behalf of the CO-OWNERS under the present Agreement shall in no event be refundable to PHARMAXON. Furthermore any sums due to the CO-OWNERS on the expiration date or the termination date of the present Agreement, shall be duly paid by PHARMAXON.

Article 7 – **SUBLICENSES**

7.1 Pursuant to Article 1.2 of the present Agreement, PHARMAXON may, at its sole discretion, grant SUBLICENSES to SUBLICENSEES under the PATENTS and KNOW-HOW in the FIELD and the TERRITORY, subject to prior written approval of the CNRS, on behalf of the CO-OWNERS, of the name of any proposed SUBLICENSEE. Such consent shall not unreasonably be delayed more than 30 (thirty) days or refused. Furthermore, PHARMAXON agrees to communicate to the CNRS, on behalf of the CO-OWNERS, a copy of said SUBLICENSES within 1 (one) month following their signature.

7.2 PHARMAXON agrees to include within the terms of any SUBLICENSE a clause which permits PHARMAXON to show the CNRS, on behalf of the CO-OWNERS, a copy of SUBLICENSEES's accounts to prove they are consistent with the obligations of PHARMAXON herein.

7.3 PHARMAXON shall include within the terms of any SUBLICENSE a similar obligation of confidentiality as that set out in Article 9 below.

7.4 PHARMAXON shall be solely responsible towards the CO-OWNERS for the correct execution by said SUBLICENSEES of all obligations assumed by PHARMAXON under the present Agreement.

Article 8 – **TRANSFER OF RIGHTS**

8.1 The present Agreement is granted *intuitu personae*. It is therefore personal, non-transferable and non-assignable, subject to the SUBLICENSES possibly granted by PHARMAXON and to the provisions hereunder.

8.2 PHARMAXON may assign or transfer to one or more of its AFFILIATES all or part of the rights and obligations assumed by PHARMAXON under the present Agreement, subject to prior written notification to the CO-OWNERS. In such case, PHARMAXON shall be solely responsible towards the CO-OWNERS for the correct execution by said AFFILIATES of all obligations assumed by PHARMAXON under the present Agreement.

8.3 PHARMAXON shall notify the CO-OWNERS of any majority take-over, merger, transfer of PHARMAXON or transfer of its activity to another company or any other transformation of PHARMAXON, which modifies the *intuitu personae* nature of the present Agreement (hereinafter the "EVENTS"). The CO-OWNERS may only be entitled to terminate the present Agreement, if the CO-OWNERS can demonstrate in writing, within thirty (30) days after receiving notification, that said EVENTS would violate or otherwise contravene the status, activities and/or missions of any of the CO-OWNERS included in the laws and regulations applicable to the CO-OWNERS' status, activities and/or missions.

It is hereby understood that the assignee shall be subject to the same obligations as those of PHARMAXON in the present Agreement unless the new parties should reach another mutual agreement.

In any case, an amendment to the present Agreement shall be drafted between the CO-OWNERS and the new company at the same time as said merger or transfer of PHARMAXON occurs; said amendment shall define the terms of the obligations between the new parties.

Article 9 - CONFIDENTIALITY

9.1 Each PARTY agrees to respect and keep strictly confidential, with no less than the same degree and care that he/she treats his/her own CONFIDENTIAL INFORMATION, all scientific and technical information belonging to the other PARTY and any other CONFIDENTIAL INFORMATION of any nature belonging to the other PARTY about which they may have knowledge due to the negotiations and execution of the present Agreement. In particular, PHARMAXON shall keep strictly confidential the KNOW-HOW as well as all knowledge which shall be transferred during technical assistance in accordance with Article 3.

9.2 The PARTIES shall not use such information for any other purpose than the performance of the present Agreement and shall disclose this information only to those of their employees who have a strict need to know basis.

9.3 The PARTIES shall assure that their personnel and others in their service are bound by the same obligations of confidentiality described hereunder in relation to the CONFIDENTIAL INFORMATION.

9.4 The confidentiality obligations between the PARTIES in the present Article 9 shall not include the use or disclosure of CONFIDENTIAL INFORMATION that the receiving PARTY can show:

a) was disclosed by the mutual agreement of the PARTIES, or was disclosed by the owning PARTY;

b) was accessible to the public at the moment of disclosure or became accessible to the public through no act or fault of the receiving PARTY;

c) was made available as a matter of lawful right by a third party without breach of any of the confidentiality obligations herein;

d) was in the possession of the receiving PARTY at the time of disclosure by the owning PARTY;

e) was disclosed by lawful right, to remain in compliance with a legal or regulatory imperative, an arbitration award or a final legal decision;

f) was disclosed after obtaining the prior written authorization of the owning PARTY;

g) Was developed by the other PARTY independently of the CONFIDENTIAL INFORMATION.

Said exclusions are not cumulative.

9.5 The confidentiality obligations set out herein shall remain in effect during the term of the present Agreement and for 5 (five) years after its termination or expiration.

9.6 Each PARTY agrees not to file any patent application or any other titles of intellectual property including CONFIDENTIAL INFORMATION belonging to any other PARTY without obtaining prior written consent of said PARTY.

9.7 The present Article shall not prevent:
- any of the participants from fulfilling their obligation to submit an activity report to the organization to which it is responsible ; this report shall not be considered disclosure in the sense of the laws on intellectual property rights,
- the right to defend a thesis by researchers whose scientific activity is in relation to the object of the present Agreement,
- the right of PHARMAXON to disclose documents for the purpose of raising capital, organizing its defense, promoting the commercialization of the PRODUCTS including the grant of SUBLICENSES.

Article 10 - **WARRANTIES**

10.1 The CO-OWNERS guarantee that they are entitled to grant the exclusive license and that they have granted no other right to any third party that could affect the validity or the exclusivity, except the rights relative to the MTA.

Furthermore the CO-OWNERS guarantee the secret, substantial and useful nature of the KNOW-HOW transmitted.

10.2 The CO-OWNERS do not provide any express or implied guarantee with respect to the utility, safety or fitness for any particular purpose of the PATENTS and the KNOW-HOW.

10.3 Without prejudice to the provision of section 10.1 here above the risks and perils possible associated with the execution of the present Agreement and in particular with the PATENTS are the sole responsibility of PHARMAXON who hereby accepts them. In consequence, should the PATENT be rejected, annulled or declared dependant to an anterior dominant patent or should the PRODUCTS be declared in infringement in a final legal decision as result of the use of the PATENT and/or the KNOW-HOW, the CO-OWNERS without prejudice to the provision of section 5.2 hereabove shall not be liable to reimburse any sums acquired from PHARMAXON or to reduce the sums due until said final decision, or to pay damages to PHARMAXON in retribution for prejudice caused for such rejection, cancellation, dependence or infringement.

10.4 PHARMAXON shall not call upon the CO-OWNERS in warranty in the event of damage, or prejudice of any nature caused by the PRODUCTS. PHARMAXON shall be solely responsible to clients and/or any other third parties for the quality and performance of the PRODUCTS.

10.5 PHARMAXON shall not call on the CO-OWNERS in warranty in the event that a third party opposes any eventual intellectual property titles or rights.

10.6 PHARMAXON is solely responsible for guaranteeing that the PRODUCTS are in conformity with any applicable law and regulation.

10.7 Should there be a final legal decision which declares any of the PATENTS to be invalid, dependent or in infringement, PHARMAXON shall not call the CO-OWNERS in warranty and shall not claim any damages, reimbursement or reduction of sums paid or due to the CO-OWNERS at the moment of the final legal decision.

Article 11 - **EXTENSIONS, ISSUANCE AND MAINTENANCE OF THE PATENTS**

11.1 All intellectual property decisions necessary for the extension, issuance, or maintenance of the PATENTS shall be made by the CO-OWNERS. The CNRS, on behalf of the CO-OWNERS, shall transmit decisions to the counsel in Intellectual Property in charge of the PATENTS.

CNRS shall ask to the Intellectual Property counsel in charge of the PATENTS to send to PHARMAXON copies of all the documents related to the PATENTS in the same time that it sends them to the CNRS, that is to say:
(i) draft of new applications and foreign filing texts ; (ii) copies of all official actions, amendments and responses, which affect the scope of any claims; (iii) foreseen amendments and responses to official actions which affect the scope of any claim as soon as possible.
PHARMAXON will send its comments to CNRS on behalf of the CO-OWNERS and CNRS shall reasonably consider PHARMAXON' comments. Notwithstanding the foregoing, the CNRS shall accept the suggestions of PHARMAXON except to the extent such suggestions are in direct conflict with the CNRS' strategy. In which case the CNRS shall have the final say provided that no relinquishment shall be accepted by the CNRS without the written consent of PHARMAXON (not to be unreasonably delayed or refused) if such relinquishment will negatively affect the scope of the patent protection.

In the event that the CO-OWNERS desire to finally abandon any PATENT, they shall notify promptly PHARMAXON and SANOFI-PASTEUR (and in any event not less than sixty (60) calendar days prior to the deadline for taking appropriate action with respect to application or patent). PHARMAXON and SANOFI-PASTEUR shall then have the right to continue the prosecution of any such application or patent and to maintain the same. The CO-OWNERS agree to cooperate in such activities, but shall have no obligation to incur any expense in connection therewith.

11.2 The PATENTS shall be filed, extended and maintained in the name of the CO-OWNERS.

11.3 According to the Article 11.1, PHARMAXON shall be informed of each extension decision: should PHARMAXON wish to extend the PATENTS in other countries, it shall inform CNRS in a timely manner. PHARMAXON shall then pay all intellectual property expenses related to said supplementary extensions.

11.4 Except as otherwise provided herein, all the intellectual property expenses related to the PATENTS and invoiced by the counsel in Intellectual Property in charge of said patents from the EFFECTIVE DATE shall be at PHARMAXON's sole expense. CNRS shall ask to the Intellectual Property counsel to send the invoices directly to PHARMAXON.

Article 12 - **TERMINATION**

12.1 PHARMAXON shall have the right to terminate this Agreement upon 60 (sixty) days written notice to the CNRS, on behalf of the CO-OWNERS, subject for PHARMAXON to determine in its own business judgment that there is no justifiable reason to continue the present Agreement.

12.2 The present Agreement shall be terminated by right in case of voluntary recovery or of a voluntary liquidation procedure of PHARMAXON.

Should PHARMAXON be the object of a judicial recovery or of a liquidation procedure, the present Agreement shall be terminated by right if the receiver does not respond within 1 (one) month from the date of notification, and subject to the provisions of Article L. 622-13 of the Code de Commerce.

12.3 Should one of the PARTIES breach any of the provisions of the present Agreement, termination shall only become effective 3 (three) months after the plaintiff PARTY sends a registered letter with acknowledgement of receipt exposing the motives of the complaint and then only if the PARTY at fault has not, within this period, corrected the breach or shown proof of a case of force majeure that prevented it from fulfilling its obligations. The application of this clause for termination does not exempt the defaulting PARTY from fulfilling the obligations contracted up to the date that the termination takes effect and this, without prejudice to any compensation due by the defaulting PARTY for damages suffered by the plaintiff PARTY due to the early termination of this Agreement.

12.4 In the event of early termination of the present Agreement, PHARMAXON agrees not to use, or to allow the direct or indirect use of the PATENT and the KNOW-HOW and agrees to discontinue direct or indirect sales of the PRODUCTS until the KNOW-HOW has fallen into the public domain or the PATENT has expired, subject to Article 14. In such circumstances PHARMAXON also agrees to return all documents and materials that it received from the CO-OWNERS within 1 (one) month following the termination of the present Agreement, without keeping any copies except one copy dedicated to the determination of its non-use obligation as set forth here above.

12.5 In the event that any license granted to PHARMAXON under this Agreement is terminated, any SUBLICENSE under such license granted prior to termination of said license shall remain in full force and effect subject to a prior new written agreement between the SUBLICENSEE and the CO-OWNERS that shall have the same terms than the SUBLICENSE agreement. The CO-OWNERS undertake to sign such an agreement.

Article 13 - INFRINGEMENT

13.1 The CO-OWNERS and PHARMAXON shall keep each other fully and rapidly informed with respect of any third party infringement in relation to the PATENTS and/or misappropriation or misuse of the KNOW-HOW of which they may become aware and/or of any infringement claims or actions which may be taken against them.

13.2 Should there be third party infringement of the PATENTS and/or misappropriation or misuse of the KNOW-HOW, the CO-OWNERS may at their sole expense undertake legal action against the infringing party with the understanding that any damages awarded therefore will belong entirely to the CO-OWNERS.
The foregoing shall not prevent PHARMAXON from intervening in any such action at its sole expense for seeking compensation for prejudice which it alone has incurred. Any indemnification or damages which may be awarded by court decision for said prejudice will belong entirely to PHARMAXON.

13.3 If the CO-OWNERS decide not to undertake a legal action, PHARMAXON may, if it wishes so, give notice to the CO-OWNERS to undertake a legal action by registered letter with acknowledgement of receipt. Should said notification stay 1 (one) month without response, PHARMAXON may institute proceeding against the infringer at its sole initiative and costs. In that case, the proceeding fees shall be totally in charge of PHARMAXON and any indemnification or damages which may be awarded by court decision will belong entirely to PHARMAXON.

13.4 The stipulations set out in 13.3 here above are applicable subject to the legal imperative provisions applicable in the country where the infringement occurs.
Should a legal action from PHARMAXON according to Article 13.3 be declared inadmissible because PHARMAXON would not have the quality to act or if it is possible to anticipate that the action PHARMAXON is going to undertake according to Article 13.3 may be declared inadmissible for said reason, then the CO-OWNERS shall provide PHARMAXON in reasonable time with all the powers of attorney it may need to act in the name and on behalf of the CO-OWNERS.
In that case, the proceeding fees shall be totally in charge of PHARMAXON and any indemnification or damages which may be awarded by court decision will belong entirely to PHARMAXON, according to Article 13.3.

13.5 Should any infringement suit and/or misappropriation or misuse of the KNOW-HOW be brought against PHARMAXON and/or its SUBLICENSEES with respect to the commercial exploitation of PRODUCTS due to the use of the PATENTS and/or the KNOW-HOW, PHARMAXON shall have sole conduct of such suit and the CO-OWNERS shall provide PHARMAXON with the documents and reasonable assistance which may be required for its defense and/or the defense of its SUBLICENSEES.

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If a judgment is brought against PHARMAXON as a result of said action, PHARMAXON, pursuant to Article 10 herein, waives all rights to call the CO-OWNERS in warranty and to claim any damages, reimbursement or reduction, without prejudice to the terms of section 5.2 here above of sums paid or due by PHARMAXON at the moment of the final legal decision.

Should one of the PATENTS be cancelled, the terms of the Article 10 shall be applicable without exception except if PHARMAXON demonstrates that the fact or the publication which serves as a ground for such cancellation was perfectly known and voluntarily retained by at least one of the CO-OWNERS.

13.6 The PARTIES agree to provide each other any documents and assistance which may be required for the above mentioned actions.

13.7 It is hereby declared that the conditions of Article 13 shall not apply to infringement of the PATENTS outside the FIELD and the TERRITORY which is the sole responsibility of the CO-OWNERS or any third party appointed by them.

Article 14 - **STOCK**

Should PHARMAXON have remaining stock of PRODUCTS in its possession upon termination of the present Agreement, PHARMAXON shall be authorized to sell said PRODUCTS for 3 (three) months after termination subject to providing the CO-OWNERS with a written inventory of existing stock on the date of termination of the present Agreement and to respecting the obligations set out in Article 5.

Article 15 - **HEADINGS**

In the event of difficulties of interpretation between any of the headings preceding the clauses and any of the clauses, the headings shall be considered non existent.

Article 16 - **SEVERABILITY**

Should one or more provisions of the present Agreement be held to be invalid by law or regulation - and in particular the laws or regulations of the European Union or based on a definitive decision of a competent court -, all the other provisions shall remain in full effect and the PARTIES shall make the necessary modifications without delay while respecting, as closely as possible, the spirit of the present Agreement at the moment of signature.

Article 17 – ENTIRE AGREEMENT

17.1 The present Agreement expresses the entire understanding of the PARTIES related to the subject matter of the present Agreement superseding any previous oral or written agreements relating thereto. No general or specific condition appearing in any document sent or given to the PARTIES can be integrated in the present Agreement.

17.2 The present Agreement may only be modified or renewed by an amendment signed by duly authorized representatives of the PARTIES.

17.3 It is hereby agreed that the relationship established by the PARTIES in the present Agreement does not confer any other rights than those set out hereof. It is expressly agreed that the present Agreement does not confer any rights to PHARMAXON outside the FIELD or the TERRITORY, nor rights to any patents other than the PATENTS or to any know-how other than the KNOW-HOW.

Article 18 - WAIVER

The failure of one of the PARTIES to assert a breach of the present Agreement by the other PARTY shall not be interpreted as a waiver of said obligation.

Article 19 – APPLICABLE LAW - JURISDICTION

19.1 The present Agreement shall be governed by the laws and regulations of the Republic of France.

19.2 In the event a difficulty arises in the validity, interpretation or execution of the present Agreement, the PARTIES shall attempt to settle their differences out of court.

19.3 In case of persistent disagreement that is not resolved within 3 (three) months after written notification of 1 (one) PARTY to the other, the competent French courts shall have sole jurisdiction.

19.4 The present Article shall remain in effect regardless of the expiration or termination of the present Agreement.

Article 20 - REGISTRATION

20.1 The present Agreement may be registered by PHARMAXON at PHARMAXON's discretion at the Registre National des Brevets, which is controlled by the Institut National de Propriété Industrielle, and each National Patent Office where the PATENTS are registered; the fees of said registrations to be paid by PHARMAXON.

20.2 Any fiscal registrations of the present Agreement shall be performed by PHARMAXON at its sole expense.

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Article 21 – **LANGUAGES**

The present Agreement has been established in 2 (two) versions, 1 (one) in French and 1 (one) in English. Both versions shall be authoritative.

Article 22 - **NOTIFICATION**

Any notification required by the present Agreement shall be executed by registered mail with acknowledgment of receipt to the concerned PARTY at the address cited below.

For the CO-OWNERS:
CNRS
Délégation Aux Entreprises
A l'attention du Responsable de la Politique de Valorisation
3 rue Michel Ange
75794 PARIS Cedex 16
FRANCE

Copy to :
FIST SA
DV 63011
83 Boulevard Exelmans
75016 PARIS
FRANCE

For PHARMAXON:
PHARMAXON
IBDML
Parc Scientifique de Luminy
Case 907
13009 MARSEILLE Cedex 9
FRANCE

In 5 (five) copies, of which 1 (one) is for the French Institut National de la Propriété Industrielle and 1 (one) for each of the PARTIES.

In Paris
The 09 JAN. 2007

Directeur de la Politique Industrielle

Marc J. LEDOUX

Mr. Arnold MIGUS
General Manager of the CNRS

In Marseille
The 15th of September, 2006

Mr. Pascal DESCHASEAUX
President of PHARMAXON

In
The

Mr. Yvon BERLAND
President of UNIVMED

In COPENHAGEN
The 20-12-2006

Schafer-N
Lersø Park Alle 42
2100 Copenhagen
Denmark

Mr. Claus SCHAFER-NIELSEN
CEO of SCHAFER-N

In Hamburg
The 6.12.06

Universität Hamburg
Universitätsklinikum Hamburg-Eppendorf
Medizinische Fakultät
- Dekan -
Martinistraße 52 20246 Hamburg

Prof. Dr. Rolf STAHL
Dean
Universitätsklinikum Hamburg-Eppendorf

Dr. Ralf KRAPPA
Managing Director MediGate
Universitätsklinikum Hamburg-Eppendorf

Annex 1

Description of KNOW-HOW

The phage-bank display screening has been performed by SCHAFER-N. The specific know-how of the LABORATORY mostly consists in setting up the *in vivo* and *in vitro* efficacy testing procedures.

The LABORATORY showed the biological activity of the patented peptides in a mouse spinal cord injury model. To this end a 0,4 mm depth dorsal hemisection model was used. The motor performances have been longitudinally analyzed using the Basso Mouse Scale. The peptide was acutely applied directly after the lesion procedure using a little of collagen swab (Curaspon) saturated with 10 µl of the peptide used at 10 µM. The motor analyses were performed during 42 days post-injury. The grid test and the rotarod test have also been used to assess the function of the cortico spinal tract.

Using *in vitro* procedures, it has been shown that the peptides mimicking PSA:

- increased the migration of PSA-positive cells. 100 µm diameter explants from brain of 1 day old GFP mice SVZ were incubated in DMEM supplemented with 10% fetal calf serum (FCS) during 15 minutes in the presence or absence of the mimotopes peptide. 0,5 µl were then stereotaxically grafted into 6 week old mice SVZ. Animals were perfused intracardially with 4% paraformaldehyde (PFA). Brains were dissected, postfixed, cryoprotected (sucrose 30%), frozen in isopentane and serially cut at 12 µm 4 days after the graft. GFP positive and GFP/PSA positive cells in the olfactory bulb were observed with a 40x microscope to get the total number of labelled cells/olfactory bulb in two independent experiments. In this experiment, we showed that the peptide mimicking PSA were able to increase the migration of PSA-positive cells.

- modulated fasciculation and axonal outgrowth *in vitro*. Dorsal Root Ganglia were dissected from 13.5 day old mouse embryos. Explants were cultured in the presence or absence of the tested peptide. After 48 h in culture, explants were examined directly or after fixation in 4% PFA in phosphate-buffered saline (PBS). Mean distance of migration was assessed using an Axiovert 35M microscope. Fasciculation was estimated by drawing a circle at 1500 µm from the explant center and by counting for each explant the total number of total axons and bundles crossing the circle.

Annex 2

Copy of the MTA

MATERIAL TRANSFER AGREEMENT

This Agreement is made and entered into as of the _____ day of May, 2000.

By and between:

- AVENTIS PASTEUR S.A., formerly PASTEUR MERIEUX Sérums & Vaccins S.A, successor to INSTITUT MERIEUX S.A. founded in 1897, a company organized and existing under the laws of France, having its registered head office at 2 avenue Pont Pasteur, 69007 Lyon, France;

  (hereinafter referred to as "AvP")

and :

- Schafer-N, a company incorporated under the laws of Denmark, having its registered head office at Friebjergvej 3, DK-2100, Copenhagen, Denmark,

  (hereinafter referred to as "Schafer-N")

- and -

Mr. Claus Schafer-Nielsen

(hereinafter referred to as "Recipient")

IN CONSIDERATION of the transfer of materials and other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged), each Party, intending to be legally bound, agrees as follows:

ARTICLE I – DEFINITIONS

For the purposes of this Agreement the following words and phrases shall have the following meanings:

(a) "Affiliate" means, with respect to AvP, (i) any legal entity of which the securities or other ownership interests representing fifty per cent (50 %) or more of the equity or fifty per cent (50 %) or more of the ordinary voting power or fifty per cent (50 %) or more of the general partnership interest are, at the time such determination is being made, owned, Controlled or held, directly or indirectly, by such legal entity, or (ii) any legal entity which, at the time such determination is being made, is Controlling or under common Control with, such legal entity. As used herein, the term "Control", whether used as a noun or verb, refers to the possession, directly or indirectly, of the power to direct, or cause the direction of, the management or policies of a legal entity, whether through the ownership of voting securities, by contract or otherwise.

(c) **"Agreement"** means this Material Transfer Agreement, all amendments and supplements to this Agreement any all Schedules to this Agreement.

(c) **"Confidential Information"** means any and all confidential information of any kind disclosed to the Recipient or Schafer-N by AvP, its Affiliates or Representatives, directly or indirectly, whether disclosed orally, visually, in writing or in any tangible or electronic form or media, and including, but not limited to, research and development, technology, trade secrets, know-how, proprietary information (whether or not reduced to writing), inventions (whether or not patentable), patent applications, licenses, software, programs, prototypes, designs, analysis codes, discoveries, techniques, methods, ideas, concepts, data, engineering and manufacturing information, procedures, specifications; diagrams, drawings, schematics, and any and all other technical, commercial, scientific and other data, processes, documents or other information or physical object (including, without limitation, the Research Materials and all Derivatives thereof, intellectual property, marketing data, agreements between any Party and a Third-Party, license applications, and business plans and projections of any Party), and including confidential information of any Third Party which is disclosed to AvP and is in turn disclosed to the Recipient or Schafer-N or learned by the Recipient or Schafer-N through visual or other inspection.

(d) **"Derivative(s)"** means any replica, reproduction, progeny, derivative, clone, modification of and any improvement to the Research Material (defined below), provided however that said Derivative is substantially based on, contains or incorporates all or some portion of the Research Material, and that said Derivative is not a Discovery.

(e) **"Discovery"** means any new product, invention or discovery arising from or made possible through the use of the Research Material, but only to the extent that such product, invention or discovery is new or obviously distinct from the Research Materials and is therefore not a Derivative.

(f) **"Representatives"** means, with respect to a Party to this Agreement, the respective officers, directors, employees, agents, contractors and subcontractors of such Party and of AvP's Affiliates.

(g) **"Party"** means either the Recipient or AvP.

(h) **"Research Material"** shall mean:

Mouse monoclonal antibody 30H12
purified lot no.9
0.2 ml at 3.74 mg/ml that is 750 µg

(i) **"Research Project"** shall mean:

Use of the 30H12 monoclonal antibody in the screening of phage libraries in order to identify peptides mimicking the polysialic acid (PSA) molecule.
The peptides will be then introduced in research experiments relative to the role of NCAM molecule in learning and memory.

(j) **"Third Party"** means any person other than the Parties, their respective Representatives and AvP's Affiliates.

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ARTICLE 2 - RESEARCH MATERIAL

AVP agrees to transfer to the Recipient or to Schafer-N, as required, the Research Material.

ARTICLE 3 - RESEARCH PROJECT

AVP's Research Material will be used by the Recipient and Schafer-N solely in connection with the Research Project.

ARTICLE 4 – USE

This Research Material and any Derivatives thereof will only be used for research by the Recipient in the Recipient's laboratory located at Fruebjergvej 3, DK-2100, Copenhagen, Denmark under suitable biosafety and containment conditions in accordance with good laboratory practices established from time to time. This research will not involve the administration to or use of this Research Material in human subjects, or use of this Research Material for making any decisions involving human diagnosis or care. In those cases where the Research Material is used in vitro or on animals, such use shall be in accordance with all laws and regulations applicable to the care and use of experimental animals and all animals used in experiments with Research Material shall be provided humane care and treatment to comply with the most acceptable current veterinary practices, as amended or replaced from time to time, or any other appropriate law or authority on animal care. The Recipient and Schafer-N agree to comply with all federal and provincial rules and regulations applicable to the Research Project and the handling of Research Material including, without limitation, all regulations, whether local or European, and international convention relating to Genetically Modified Organisms and, in particular, all the regulations implemented consequently to the European Community Directives n° 90/219 and 90/220 of April 23, 1990.

The Recipient and Schafer-N agree that they will not use this Research Material or any Derivative thereof for commercial purposes such as screening, production, or sale, for which a commercialization license may be required. No animal receiving the Research Material nor any animal product derived therefrom will be used for food purposes.

ARTICLE 5 - CONFIDENTIALITY

(a) - General

Except as expressly set forth in this Article 5, the Recipient and Schafer-N shall each cause their respective Representatives to keep the Confidential Information confidential, and the Recipient and Schafer-N shall not disclose directly or indirectly, and shall cause their respective Representatives not to disclose directly or indirectly, any Confidential Information to anyone outside their organization and such Representatives, except that the foregoing restriction shall not apply to any information disclosed hereunder if such Confidential Information :

(i) is or hereafter becomes generally available to the trade or public other than by reason of any breach or default by the Recipient or Schafer-N or any Representative of the foregoing with respect to a confidentiality obligation under this Agreement ;

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(ii) was already known to the Recipient or Schafer-N ;

(iii) is disclosed to the Recipient or Schafer-N or their Representatives by a Third Party who has the right to disclose such information ;

(iv) based on such person's good faith judgement with the advice of counsel, is otherwise required to be disclosed in compliance with applicable legal requirements to a public authority such as, without limitations, the U.S. Food & Drug Administration (FDA), the European Medicines Evaluation Agency (EMEA), the French *Agence du Médicament* or any comparable authority of any country having jurisdiction.

Whenever the Recipient or Schafer-N becomes aware of any state of facts which would or might result in disclosure of Confidential Information pursuant to subparagraph (iv) above, it shall, if possible, promptly notify AvP prior to any such disclosure so that AvP may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

In any event, if the Recipient or Schafer-N is unable to promptly notify AvP or if such protective order or other remedy is not obtained, or if AvP waives compliance with the provisions of his Agreement, the Recipient or Schafer-N will furnish only that portion of the information which it is advised by counsel is legally required and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded the Confidential Information.

AvP shall be entitled, in addition to any other right or remedy it may have, at law or in equity, to an injunction, without the posting of any bond or other security except as required by the relevant laws, enjoining or restraining the Recipient and/or Schafer-N or their Representatives from any violation or threatened violation of this section 6.

(b) - Use of Confidential Information

The Recipient and Schafer-N agree that no Confidential Information shall :

(i) be used in their own business except as necessary to the fulfillment of their rights and under this Agreement ;

(ii) be disclosed, assigned, licensed, sublicensed, marketed, transferred or loaned, directly or indirectly to any Third Party other than to a Representative of the Recipient or Schafer-N in accordance with the provisions of this Agreement, except as necessary to the fulfillment of the rights and obligations of the parties under this Agreement ;

(iii) be used or exploited by the Recipient or Schafer-N or any of their Representatives for its or their respective benefit or the benefit of any other relationships with customers of such Party.

Without limiting the generality of the foregoing, the Recipient and Schafer-N agree that, they shall not (and shall not permit any of their Representatives) at any time use any Confidential Information in the conduct of their business without the prior written consent of AvP.

The obligations set forth in this Article 6 shall extend to copies, if any, of Confidential Information made by the Recipient, Schafer-N and their Representatives and to documents prepared by such persons which embody or contain Confidential Information.

ARTICLE 6 - PROPRIETARY ISSUES

The Research Material represents a significant investment on the part of AvP, and is considered proprietary to AvP. As the exclusive owner, authorized holder or licensee of the Research Material, AvP reserves the right to distribute the Research Material and any Derivatives thereof to others and to use it for its own purposes. The Recipient and Schafer-N have no right or license of any kind regarding the Research Material or any Derivatives thereof except as expressly permitted under this Agreement. The Parties agree that, without limitation, all Research Material and all Derivatives thereof shall remain the sole property of AvP. The Recipient and Schafer-N shall promptly advise AvP of any Derivatives of the Research Material and, in any event, shall provide AvP with a final report promptly upon conclusion of the Research Project.

ARTICLE 7 – PRECAUTIONS

The Recipient and Schafer-N agree to hold the Research Material in trust for AvP and not to transfer the Research Material and any Derivatives thereof to other persons, including without limitation public or private depositories, without the prior written approval of AvP. When the Research Project is completed, the Research Material and its Derivatives will be, at the option of AvP, destroyed by the Recipient and Schafer-N or otherwise disposed of as mutually agreed by AvP, the Recipient and Schafer-N.

ARTICLE 8 – DISCLAIMER

The Research Material is provided to enable the Recipient and Schafer-N to conduct the Research Project and as a service to the research community. IT IS BEING SUPPLIED TO THE RECIPIENT AND Schafer-N WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAFETY, EFFICACY, POTENCY, IDENTITY, COMPOSITION, PURITY OR ACTIVITY, OR THAT ITS USE WOULD NOT INFRINGE ANY PATENT OR INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY. THE RECIPIENT HEREBY IRREVOCABLY WAIVES ANY STATUTORY WARRANTIES OF ANY KIND RELATING TO THE RESEARCH MATERIAL.

ARTICLE 9 – INDEMNITY

The Recipient and Schafer-N, jointly and severally, agree to hold harmless and indemnify AvP, its directors, officers, employees, researchers, and Representatives, from all claims, including liabilities, demands, damages, expenses, costs, losses, actions, suits and proceedings of any kind arising out of the Recipient or Schafer-N's use for any purpose of the Research Material or any of its Derivatives.

ARTICLE 10 - NO ENDORSEMENT

The Recipient and Schafer-N agree not to claim, infer or imply AvP's endorsement of the Research Project, the institution or personnel conducting the Research Project or any resulting commercial product(s), unless otherwise agreed to in writing by the Parties.

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ARTICLE 11 - DISCOVERY & LICENSE

11.1 Discovery.

AvP agrees that any Discovery whether patentable or not shall be owned by the Recipient. In case the Discovery is patentable and incorporates the Research Material or has been made possible through the use of the Research Material, the Recipient shall treat such Discovery in the same manner as the Confidential Information under Section 5 hereof, and undertakes to obtain AvP prior written consent before the prosecution of the Discovery's patent application. The Recipient shall undertake to prosecute, maintain and defend any patent application of such Discovery and shall bear all related costs.

11.2 License

The Recipient and Schafer-N hereby automatically grant to AvP an irrevocable worldwide exclusive royalty-free license in all medical and pharmaceutical fields (including without limitation Human Vaccines) to research, develop, make, use and sell, for any purpose whatsoever, with the right to sublicense to Third Party, any Discovery.

ARTICLE 12 - BENEFIT, ASSIGNMENT & TRANSFER

This Agreement shall benefit and be binding upon all of the Parties hereto, and their respective successors and assigns. This Agreement may not be assigned or transferred, whether directly or indirectly, by any Party without the prior written consent of the other Party, which consent may be reasonably withheld. However, AvP shall be entitled to assign and transfer to one or more of its Affiliates, without the prior written consent of the other Party, with notice thereafter to the other Party.

ARTICLE 13 - INDEPENDENT CONTRACTOR

Each of the Parties hereto is an independent contractor, and no Party is and nothing in this Agreement shall constitute any Party as the employer, employee, principal, agent, or partners of, or joint venture with any other.

ARTICLE 14 - LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of France. All and any dispute arising in connection with the interpretation or execution of this Agreement shall be settled by the competent courts of LYON (France).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

AVENTIS PASTEUR S.A.

Per: _____
Name: Marie-José Quentin-Millet
Title: *Head of Research*

SCHAFER-N

Per: _____
Name:
Title:

Per: C. Schäfer-N
Name: Mr. Claus Schafer-N
("Recipient")