

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNMENT														
CONVEYING PARTY DATA															
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Peter PUSHKO</td><td>03/10/2010</td></tr><tr><td>Yingyun WU</td><td>03/10/2010</td></tr><tr><td>Michael MASSARE</td><td>03/11/2010</td></tr><tr><td>Ye LIU</td><td>03/10/2010</td></tr><tr><td>Gale SMITH</td><td>03/11/2010</td></tr><tr><td>Bin ZHOU</td><td>03/12/2010</td></tr></tbody></table>	Name	Execution Date	Peter PUSHKO	03/10/2010	Yingyun WU	03/10/2010	Michael MASSARE	03/11/2010	Ye LIU	03/10/2010	Gale SMITH	03/11/2010	Bin ZHOU	03/12/2010	
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Bin ZHOU	03/12/2010														
RECEIVING PARTY DATA															
Name:	NOVAVAX, INC.														
Street Address:	9920 Belward Campus Drive														
City:	Rockville														
State/Country:	MARYLAND														
Postal Code:	20850														
PROPERTY NUMBERS Total: 1															
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>12633995</td></tr></tbody></table>	Property Type	Number	Application Number:	12633995											
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CORRESPONDENCE DATA															
Fax Number: (202)842-7899 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>															
Phone: 202-842-7800															
Email: cphillipnouchet@cooley.com															
Correspondent Name: Cooley LLP															
Address Line 1: 777 6th Street, NW															
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001															
ATTORNEY DOCKET NUMBER:	NOVV-034/02US 305047-2251														
NAME OF SUBMITTER:	Paul Wickman														

CH \$40.00 12633995

501197018

PATENT
REEL: 024494 FRAME: 0933

Total Attachments: 8

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ASSIGNMENT

Peter PUSHKO, residing in Frederick, MD; Yingyun WU, residing in Gaithersburg, MD; Michael MASSARE, residing in Mount Airy, MD; Ye LIU, residing in Laurel, MD; Gale SMITH, residing in Rockville, MD; and Bin ZHOU, residing in Gaithersburg, MD (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled MODIFIED RSV F PROTEINS AND METHODS OF THEIR USE, and which is a:

- (1) ☐ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. _____; and filed on _____; or
- (2) ☒ non-provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. 12/633,995 and filed on December 9, 2009

WHEREAS, NOVAVAX, INC., a corporation duly organized and having its principal place of business at 9920 Belward Campus Drive, Rockville, Maryland 20850 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD KRONISH LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: March 10, 2010 By: Peter Pushko
Peter PUSHKO

State of Maryland)
County of Frederick) ss.
On March 10, 2010, before me, Sherry L. Norberg, Notary
Public, personally appeared Peter Pushko, personally
known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Sherry L. Norberg
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: 12/01/10

Date: 03/10/2010

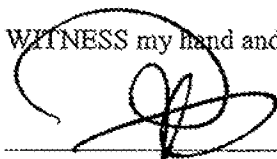
By: Yingyun Wu

Yingyun WU

State of Maryland)
County of Montgomery) ss.

On 3/10/10, before me, Geraldine Smith, Notary Public, personally appeared Yingyun Wu, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Geraldine C. Smith, Notary Public
Montgomery County, Maryland
My commission expires 4/1/12

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: 4/1/12

Date: 3/11/10

By: Michael Massare
Michael MASSARE

State of Maryland)
County of Montgomery) ss.

On 3/11/10, before me, Geraldine Smith, Notary Public, personally appeared Michael Massare, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

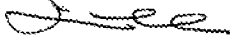
WITNESS my hand and official seal: Geraldine C. Smith, Notary Public
Montgomery County, Maryland
My commission expires 4/1/12

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: 4/1/12

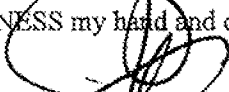
Date: 10 Mar 2010

By: 
Ye LIU

State of Maryland)
) ss.

County of Montgomery)

On 3/10/10, before me, Geraldine Smith, Notary Public, personally appeared Ye Liu, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal  Geraldine C. Smith, Notary Public
Montgomery County, Maryland
My commission expires 4/1/12

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: 4/1/12

Date: 11 March 2010

By: Gale Smith
Gale SMITH

State of Maryland)

County of Montgomery) ss.

On 3/11/10, before me, Geraldine Smith, Notary Public, personally appeared Gale Smith, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Geraldine C. Smith, Notary Public
Montgomery County, Maryland

WITNESS my hand and official seal My commission expires 4/1/12

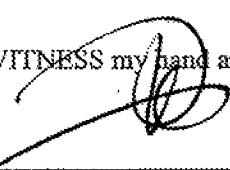
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: 4/1/12

Date: 12 Mar 10

By: 
Bin ZHOU

State of <u>Maryland</u>)	ss.
County of <u>Montgomery</u>)	
On <u>3/12/10</u> , before me, <u>Geraldine Smith</u> , Notary Public, personally appeared <u>Bin Zhou</u> , personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.		
WITNESS my hand and official seal <u></u> Geraldine C. Smith, Notary Public Montgomery County, Maryland My commission expires <u>4/1/12</u>		
Signature of Notary Public		Place Notary Seal Above
My Commission Expires: <u>4/1/12</u>		