

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT										
EFFECTIVE DATE:	01/03/2000										
<b>CONVEYING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Mark L. Tykocinski</td> <td>08/23/2010</td> </tr> <tr> <td>Jui-Han Huang</td> <td>08/26/2010</td> </tr> </tbody> </table>		Name	Execution Date	Mark L. Tykocinski	08/23/2010	Jui-Han Huang	08/26/2010				
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Mark L. Tykocinski	08/23/2010										
Jui-Han Huang	08/26/2010										
<b>RECEIVING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>The Trustees of the University of Pennsylvania</td> </tr> <tr> <td>Street Address:</td> <td>3160 Chestnut Street Suite 200</td> </tr> <tr> <td>City:</td> <td>Philadelphia</td> </tr> <tr> <td>State/Country:</td> <td>PENNSYLVANIA</td> </tr> <tr> <td>Postal Code:</td> <td>19104</td> </tr> </table>		Name:	The Trustees of the University of Pennsylvania	Street Address:	3160 Chestnut Street Suite 200	City:	Philadelphia	State/Country:	PENNSYLVANIA	Postal Code:	19104
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<b>PROPERTY NUMBERS Total: 2</b>											
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Patent Number:	7569663										
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<b>CORRESPONDENCE DATA</b>											
<p>Fax Number: (215)988-2757  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 2159882700        Email: debbie.coccia@dbi.com        Correspondent Name: Kathryn Doyle        Address Line 1: One Logan Square, Ste 2000        Address Line 4: Philadelphia, PENNSYLVANIA 19103</p>											
ATTORNEY DOCKET NUMBER:	449373										
NAME OF SUBMITTER:	Kathryn Doyle										
Total Attachments: 4											

CH \$80.00 7569663

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**PATENT**  
**REEL: 024982 FRAME: 0070**

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## NUNC PRO TUNC ASSIGNMENT

WHEREAS, we, **Mark L. Tykocinski**, a citizen of the United States of America, having a mailing address of 300 Linden Lane, Merion Station, Pennsylvania 19066; and **Jui-Han Huang**, a citizen of the United States of America, having a mailing address of 304 Bickmore Dr., Wallingford, Pennsylvania 19086; herein after generally referred to as "Assignors", have invented certain new and useful improvements in

### **Novel Chimeric Proteins and Methods for Using the Same**

set forth in PCT International Patent Application No. PCT/US01/00145, filed January 3, 2001 and an application for Letters patent of the United States, bearing Serial No. 10/169,686, filed on October 31, 2002 (now issued as US Patent No. 7,569,663), both of which claim priority to U.S. Provisional Patent Application No. 60/174,258, filed January 3, 2000.

WHEREAS, The Trustees Of The University of Pennsylvania, a university of higher education in Pennsylvania ("Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon; and

NOW, THEREFORE, in consideration of good and sufficient consideration, the receipt of which is hereby acknowledged, said Assignors have sold, assigned, transferred and set over, and by this Nunc Pro Tunc Assignment do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns **their entire remaining** right, title and interest in and to the above-mentioned invention(s), application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said Assignee (including any right to institute actions and to recover for past, present and future infringement), for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made;

AND for the same consideration, said Assignors hereby covenant and agree to and with said Assignee, its successors, legal representatives and assigns, that said Assignors were the sole and lawful owners of the **Assignors'** right, title and interest in and to said inventions and the patent application above-mentioned, and that the same are unencumbered and that said Assignors had good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said Assignors hereby covenant and agree to and with said Assignee, its successors, legal representatives and assigns, that said Assignors will,

whenever counsel of said Assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said Assignee, its successors, legal representatives and assigns, but at the cost and expense of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Assignors have caused this Nunc Pro Tunc Assignment to be executed by its duly authorized representative on the date indicated below.

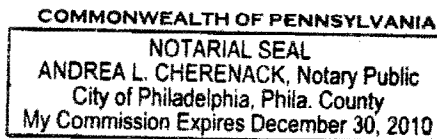
8/23/10  
Date

Mark L. Tykocinski  
Mark L. Tykocinski

STATE OF Pennsylvania :  
COUNTY OF Philadelphia : ss.

On this 23 day of August, year of 2010, before me personally came the above named **Mark L. Tykocinski** to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Andrea L. Cherenack  
Notary Public



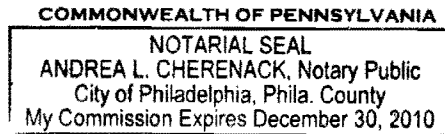
8/26/2010  
Date

Jui-Han Huang  
Jui-Han Huang

STATE OF Pennsylvania :  
COUNTY OF Philadelphia : ss.

On this 26 day of August, year of 2010, before me personally came the above named **Jui-Han Huang** to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

John J. Chant  
Notary Public



Interest Allocation Agreement  
under the  
Patent and Tangible Research Property Policies and Procedures of the University of  
Pennsylvania  
(the "Penn Patent Policy")

This Interest Allocation Agreement (the "Agreement") is made by and between the persons listed in the table below, hereinafter referred to as (the "Parties"), who intend to be bound by its terms.

Person #	Name	Address	Social Security #
1	Mark Tykocinski	300 Linden Lane Merion Station, PA 19066	060-46-9294
2	Jui-Han Huang	304 Bickmore Drive Wallingford, PA 19086	272-70-8599

The Parties are co-inventors in the PENN Dockets listed in the table below, hereinafter referred to as (the "Patent Rights").

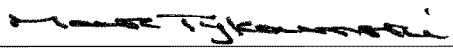

Penn Docket #	U.S. Patent #	Issue Date
O2776	US Patent Application Serial # 10/169186 "Novel Chimeric Proteins and Methods for using the same" ("TSCP") (now issued as US Patent No. 7,569,258)	10/31/2002 file date

The Parties are not aware of any other co-inventors of the Patent Rights, either at the University of Pennsylvania ("Penn") or elsewhere.

The Parties have assigned their respective interests in the Patent Rights to Penn. For the sake of completeness, each of the Parties has executed (or re-executed, as the case may be) and attached to this Agreement a Participation Agreement, which is also Appendix A of the Penn Patent Policy. The Parties hereby unanimously designate and agree that any revenue or equity interest that is allocated to the Parties by Penn, as a result of licensing of the Patent Rights by Penn to third parties, will be divided among the Parties as follows:

**Penn Dockets .xx:**

Person #	Revenue % of Penn's Inventor Share	Equity Interest % of Penn's Inventor Share in KAHN-Medical Ltd.
1	85%	0% (no equity via Penn, as per separate agreement)
2	15%	100% of any inventor's share, as may be allocated by Penn for TSCP

  
\_\_\_\_\_  
Person #1  
  
\_\_\_\_\_  
Person #2

8/24/2010  
\_\_\_\_\_  
Date  
8/26/2010  
\_\_\_\_\_  
Date