

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Administrative Service Agreement/New Assignment
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Nickolay Neznanov	02/01/2011
<b>RECEIVING PARTY DATA</b>	
Name:	Health Research, Inc.
Street Address:	Elm & Carlton Streets
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14263
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
PCT Number:	US0944736
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(312)873-2913
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-819-1900
Email:	tscott@polsinelli.com
Correspondent Name:	Teddy C. Scott, Jr., Ph.D.
Address Line 1:	161 North Clark Street
Address Line 2:	Suite 4200
Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	065362.0304.00USPZ
NAME OF SUBMITTER:	Teddy C. Scott, Jr., Ph.D.
<b>Total Attachments: 8</b> source=serviceagreement#page1.tif source=serviceagreement#page2.tif source=serviceagreement#page3.tif source=serviceagreement#page4.tif	

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## **ADMINISTRATIVE SERVICES AGREEMENT**

**THIS AGREEMENT**, entered into on the 15<sup>th</sup> day of July, 2003 by and between **ROSWELL PARK CANCER INSTITUTE CORPORATION**, a public benefit corporation organized and existing under the laws of the State of New York, ("RPCI") and **HEALTH RESEARCH, INC.**, a not-for-profit corporation organized and existing under the laws of the State of New York, (HRI).

### **WITNESSETH**

**WHEREAS**, HRI has, since its inception in 1953, administered grants and scientific research contracts and other funding agreements relative to the mission and objectives of the Roswell Park Cancer Institute ("Research Funding") and more recently since 1981 has provided technology transfer services as well and

**WHEREAS**, RPCI, is a National Cancer Institute-designated comprehensive cancer center formerly operating under the auspices of the New York State Health Department ("DOH") and has through legislation been made a public benefit corporation now known as the Roswell Park Cancer Institute Corporation and

**WHEREAS**, RPCI desires that HRI continue providing grant administration and technology transfer services to it, and HRI desires to continue to provide such services to RPCI.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained in this Agreement, RPCI and HRI agree to the following terms and conditions:

#### **1. Research Fund Administration**

- 1.1. HRI shall provide to RPCI the administrative services described in this Agreement relating to Research Funding. Such services shall primarily involve day to day management and financial administration of grant funds supporting RPCI research programs, and consultative and administrative assistance with patenting, licensing, commercial development and other technology transfer activities at RPCI.
- 1.2. HRI agrees to provide such services in accordance with rules and regulations imposed by sponsor/grantors as a condition of award.
- 1.3. The parties recognize that projects supported by Research Funding are generally performed jointly by employees of both HRI and RPCI. RPCI will permit HRI to use RPCI facilities to the extent necessary to carry out HRI's responsibilities for projects supported by Research Funding, and HRI will adhere to all RPCI Policies and Procedures pertaining to such use of facilities.
- 1.4. Subject to sponsor/granting agency approval, RPCI may request that HRI apply for recovery of some portion of RPCI costs related to any grant or any other funding

instrument received by HRI. Such revenue will be used by HRI as mutually agreed to by RPCI and HRI.

- 1.5. HRI and the RPCI shall mutually develop an annual joint indirect cost rate proposal for submission to the Federal government. Such proposal will request recovery of that portion of HRI and RPCI indirect costs ("Indirect Cost Revenue") allocable to any grants or other funding instruments received by HRI for research activities at or sponsored by RPCI. Final approval of the negotiated indirect cost rate will be by mutual agreement of HRI and RPCI.
  - 1.6. Indirect Cost Revenue earned by HRI in the administration of Research Funding relative to the RPCI based activities will be used by HRI to provide for HRI's administration of Research Funding and for general activities being conducted at RPCI facilities that serve to provide the infrastructure and support for projects supported by Research Funding. HRI's use of Indirect Cost Revenue will be mutually agreed to by RPCI and HRI. "RPCI based" is defined as activities of HRI related to and in connection with RPCI, including, without limitation, its employees, facilities, staff and trainees, and not other HRI functions relative to non-RPCI activities administered by divisions of HRI other than HRI's RPCI Division.
  - 1.7. HRI may accept and receive funds or letters of credit from any Federal agency pursuant to any Federal law on behalf of HRI and RPCI, or on behalf of HRI and the DOH that have been, or will hereafter be, offered or granted to RPCI to support, supplement, or extend the research functions, research, and mission of RPCI, including, but not limited to, general research grants, and clinical and project grants and contracts. HRI shall administer such funds exclusively for the purposes specified in the governing grant instrument or contract and in accordance with applicable Federal laws and regulations.
2. Technology Transfer
- 2.1. RPCI hereby authorizes HRI to serve as a technology transfer and copyright administrator for RPCI. RPCI will assign to HRI certain inventions, technology, and other intellectual property (collectively "TECHNOLOGY") that it develops. HRI will, at the request of RPCI, at HRI's expense, take appropriate steps to patent (if applicable), market, and license the TECHNOLOGY.
  - 2.2. RPCI and HRI will jointly establish procedures and processes to provide for RPCI review and approval of specific actions taken by HRI involving TECHNOLOGY assigned to HRI by RPCI.
  - 2.3. If HRI and RPCI disagree on actions to be taken concerning a specific TECHNOLOGY, and the specific TECHNOLOGY has not yet been licensed to a third party by HRI, RPCI may direct HRI to assign the TECHNOLOGY to RPCI upon payment to HRI of all

expenses incurred by HRI in connection with that TECHNOLOGY and the assignment to RPCI thereof.

- 2.4. Net Revenues earned, defined as Total Revenues received by HRI from the license of TECHNOLOGY less out-of-pocket expenses incurred by HRI (i.e. patent filing, prosecution and maintenance, marketing and licensing costs, etc.) and distributions to inventors, shall be used by HRI as mutually agreed with RPCI in furthering the mission and objectives of RPCI.
3. Asset Acquisition and Management HRI shall manage and administer cash and securities of HRI related to the HRI administration of RPCI based activities. RPCI shall have the right to review and advise HRI with respect to all investment activities of HRI relating to financial resources generated from RPCI-based activities. RPCI may recommend changes to HRI's investment policy and HRI agrees to consider any such changes which do not affect HRI's fiscal stability or its fiduciary responsibility to granting agencies. Income earned by HRI on cash investments related to the HRI administration of RPCI based activities shall be used by HRI as mutually agreed with RPCI in furthering the mission and objectives of RPCI.
4. Insurance/Indemnification
  - 4.1. Each party will protect, indemnify, and forever save and keep harmless the other party and its directors, officers, employees, and agents from and against (i) any claim, suit, damage, fine, judgment, expense or charge suffered, imposed, assessed or incurred, or (ii) any violation or breach of any law, ordinance, order, rule or regulation occasioned by any act, neglect, or omission of its servants, employees, agents, visitors, or licensees.
  - 4.2. HRI will keep in force during the term of this agreement general comprehensive public liability insurance in amounts approved by RPCI, designating RPCI as an additional named insured, and covering also the liability of RPCI from any and all claims whatsoever of any kind or nature which may arise in connection with HRI's use of RPCI-owned or leased facilities, wherever situated, under the control and/or supervision of HRI.
  - 4.3. HRI will keep in force during the term of this agreement fire and theft insurance with extended coverage on equipment owned by HRI that is used for RPCI based activities. Such policies shall be the standard form policies approved by the New York State Department of Insurance with coverage and minimum limits as approved by RPCI.
  - 4.4. HRI will keep in force during the life of this agreement all workers' compensation, disability insurance, and Social Security benefits for its employees to the extent required by applicable New York State and/or Federal laws.

5. Financial Information. HRI will provide financial and other information on RPCI based activities to RPCI in a manner mutually agreed to by the parties, and shall provide detailed financial information as to investment of financial resources generated by RPCI-based activities on a quarterly basis .
6. Compliance with Laws. Both RPCI and HRI shall comply with all applicable Federal and State laws, rules and regulations pertaining to the performance of the parties' obligations under this Agreement, including, but not limited to, all provisions, obligations, and requirements set forth by grant funding sources.
7. Term and Termination:
  - 7.1. This Agreement shall commence on the date set forth above and shall continue for an initial term of two (2) years. This Agreement will automatically renew for additional two (2) year terms at the end of each term or renewal term, unless either party advises the other in writing of its intent not to renew at least 6 months prior to the anniversary date. In addition, either party may, at its option, terminate this Agreement at any time and without requirement of cause, upon three (3) months prior written notice to the other party.
  - 7.2. In the event that either party issues a notice of termination pursuant to paragraph 7.1 of this section:
    - 7.2.1. RPCI shall devote due diligence to transferring Research Funding and all other financial resources generated by RPCI-based activities and TECHNOLOGY to another entity (which may be RPCI, at its election). HRI shall continue to provide necessary administrative services for all Research Funding and resources until RPCI is able to complete such transfer. If at any time during the transfer process total Indirect Cost Revenue generated by Research Funding is less than HRI's cost in providing services to RPCI, then RPCI shall reimburse HRI for that portion of HRI's costs not reimbursed by Indirect Cost Revenue generated by RPCI Research Funding.
    - 7.2.2. HRI agrees to cooperate fully with the transfer of employees from its RPCI Division to RPCI upon termination of this agreement. RPCI agrees to accept all liabilities associated with the employees of HRI's RPCI Division, including, but not limited to, the employer share of costs for health insurance benefits for former RPCI Division employees who retired prior to the termination of this agreement, and costs associated with annual leave credits that were accrued but unused by RPCI Division employees prior to the termination of this agreement. In the event that any employee(s) of the RPCI Division are laid off as a result of the termination of this agreement, RPCI agrees to assume HRI's statutory, regulatory and/or contractual obligations, if any, to such employees.

- 7.2.3. HRI shall transfer all financial and other assets of the RPCI Division to RPCI or its designee promptly and following the reasonable written instructions of RPCI, excepting cash assets reasonably required to maintain services to RPCI pursuant to paragraph 7.2.1 . RPCI agrees to assume all liabilities and obligations of HRI arising out of RPCI based activities, including, without limitation, liabilities and obligations arising under any grant, lease, license or other contract
8. Entire Agreement: This Agreement represents the entire agreement by and between RPCI and HRI with respect to its subject matter, and contains all of the promises and understandings between them; there are no other written or oral agreements or understandings except as so expressly set forth herein.
9. Applicable Law and Jurisdiction: This Agreement shall be interpreted and enforced exclusively in accordance with the laws of the State of New York, without reference to any conflict of laws or choice of law rules that would defeat the application of New York law, except that the New York State "draftsman presumption" shall not be applicable to this Agreement. The parties hereby agree to submit to the jurisdiction of the state and Federal courts located in the State of New York for adjudication of any and all disputes related to the subject matter of this Agreement.
10. Severability: The provisions of this Agreement are severable and if any part of the Agreement is deemed to be unenforceable, the other provisions shall remain fully valid and in force. If any federal or state law conflicts with any provision(s) of this Agreement, the provision(s) involved shall remain in effect to the extent allowed by law.
11. Amendment/Modification: This Agreement may not be amended, altered, modified or waived except by written agreement expressly referring to this Agreement and signed by the parties hereto.
12. Payments, Notices, and Other Communications: Written notices required to be given under this Agreement shall be in writing and sufficient if delivered personally, or upon receipt if sent by facsimile transmission followed by a written confirmation of receipt, by nationally recognized express air courier, or by postage prepaid certified mail, return receipt requested, to the parties at their addresses or facsimile numbers set forth below, or to such other address or facsimile number as either party may direct by like notice:

If to HRI:	Health Research, Inc.
	One University Place
	Rensselaer, NY. 12144
	Attn: Executive Director
	Fax: (518) 431-1234

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If to RPCI: Roswell Park Cancer Institute Corporation

Attn: President  
Elm & Carlton Streets  
Buffalo, New York 14263  
Fax: 716-845-8261

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the date first above written.

**ROSWELL PARK CANCER INSTITUTE  
CORPORATION**

By: 

David C. Hohn, M.D., Pres./CEO

**HEALTH RESEARCH, INC.**

By: 

Michael Barth, Executive Director

**Michael J. Nazarko, Exec. Dir.**



**WHEREAS**, Nickolay Neznanov, a citizen of the United States, residing at 279 Palmdale Drive, Williamsville, New York 14221, (hereinafter, "Assignor") has contributed to certain new and useful improvements relating to INDUCING CELL DEATH BY INHIBITING ADAPTIVE HEAT SHOCK RESPONSE (hereinafter, the "Invention") as described in U.S. Provisional Application Serial No. 61/054,785, filed May 20, 2008, U.S. Provisional Application Serial No. 61/179,674, filed May 19, 2009, and International Application Serial No. PCT/US2009/044736, filed May 20, 2009 (hereinafter, the "Applications"); and

**WHEREAS**, Health Research, Inc., together with any successors, assigns and legal representatives thereof (hereinafter, called the "Assignee") is desirous of acquiring the entire right, title and interest, for all countries, in and to said Invention and Applications.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, each Assignor hereby sells, assigns, transfers and conveys unto Assignee the entire right, title and interest of such Assignor in and to said Invention and Applications, and all divisions, renewals and continuations thereof, and any and all Letters Patent of the United States which may be granted thereon, and all reissues, reexaminations, and extensions thereof, and all priority rights under all available international agreements, treaties and conventions for the protection of intellectual property in its various forms in every participating country, and all applications for Letters Patent or other grants of protection of proprietary rights including, but not limited to, inventor's certificate, utility model, utility certificate, patent of importation, registration of patent and industrial design registration which may be filed, and which may be granted, upon said inventions in any countries or regions foreign to the United States, and all reissues, renewals and extensions thereof; and each Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks of the United States, and all officials of countries or regions foreign to the United States having authority so to do, to issue all such Letters Patent or other grants of protection upon said inventions to the Assignee or to such nominees as it may designate;

**AND** Assignor hereby authorizes and empowers the Assignee or nominees to invoke and claim for any application for such Letters Patent or other grants of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by a convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from such Assignor;

**AND** Assignor hereby consents that a copy of this Assignment shall be deemed a full and formal equivalent of any assignment, consent to file or like document which may be required in any country or region for any purpose and more particularly in proof of the right of the Assignee or nominees to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it;

**AND** Assignor hereby covenants that such Assignor has the full right to convey the right, title and interest herein assigned and that such Assignor has not executed and will not execute any agreement in conflict herewith;

**AND** Assignor hereby covenants and agrees that such Assignor will communicate to Assignee or nominees all facts known to such Assignor pertaining to the Invention, and testify in all legal proceedings, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and declarations and in general perform all lawful acts necessary or proper to aid Assignee or nominee in obtaining, maintaining and enforcing all lawful patent or other grants of protection of the Invention in any and all countries and regions.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF we subscribe our hands and seals on the dates shown below:

Inventor 1:	
<u>2-1-2011</u>	<u>[Signature]</u>
Date	Nikolay Neznanov
County of <u>Erie</u>	Ss:
State of <u>New York</u>	
Subscribed and sworn to before me this <u>1</u> day of <u>February</u> , 2011.	
[Seal]	<u>[Signature]</u> Notary Public for <u>New York, Erie County</u> My Commission Expires: <u>8-2-13</u>

NICHOLAS D. KISIEL  
NOTARY PUBLIC FOR NEW YORK STATE  
QUALIFIED COUNTY ERIE  
COMMISSION EXPIRES 8-2-13