

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
New York University	05/12/2010
RECEIVING PARTY DATA	
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PROPERTY NUMBERS Total: 1	
Property Type	Number
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PATENT ASSIGNMENT AGREEMENT

This Agreement (the "Agreement") is made effective as of the 12th day of May, 2010 (the "Effective Date") by and between:

NEW YORK UNIVERSITY (hereinafter "NYU"), a corporation organized and existing under the laws of the State of New York and having a place of business at 70 Washington Square South, New York, New York 10012

and

NEURIMMUNE THERAPEUTICS AG (hereinafter "COMPANY"), a corporation organized and existing under the laws of Switzerland having its principal office at Wagistrasse 13, 8952 Schlieren, Switzerland.

RECITALS

WHEREAS, Dr. Thomas Wisniewski and other inventors with an obligation to assign their inventions to NYU (hereinafter "the NYU Scientists") have performed certain work relating to, "Prevention and Treatment of Amyloid Beta Deposition by Simulation of Innate Immunity", all as more particularly described in pending international patent application PCT/US2009/034677 filed February 20th, 2009 and claiming priority from US provisional application number 61/030,089 filed February 20, 2008 owned by NYU (hereinafter the "NYU Patent Application"), the work of the NYU Scientists having been funded in part by the United States Department of Health and Human Services, National Institute of Health ("NIH");

WHEREAS COMPANY has filed international patent application PCT/EP2008/007127 entitled "Method of providing patient specific immune response in amyloidoses and protein aggregation disorders", filed on September 1st, 2008 and claiming priority of U.S. patent application 60/967,178 and European patent application 07 017 135.0 filed on August 31st, 2007 (hereinafter the "COMPANY Patent Applications")

WHEREAS, subject to the terms and conditions hereinafter set forth, NYU is willing to grant to COMPANY and COMPANY is willing to accept from NYU an assignment of NYU's right, title and interest in the NYU Patent Applications;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto hereby agree as follows:

1. DEFINITIONS

1.1. "Affiliate" shall mean any company or other legal entity which controls, or is controlled by, or is under common control with, COMPANY; control means the holding of more than fifty percent (50%) of (i) the capital and/or (ii) the voting rights and/or (iii) the right to elect or appoint directors.

1.2. "Calendar Year" shall mean any consecutive period of twelve months commencing on the first day of January of any year.

1.3. "COMPANY Patent(s)" shall mean the COMPANY Patent Application and any non-provisional United States and foreign patent applications claiming priority therefrom, and any divisions and continuations, in whole or in part, thereof, and patents issuing thereon and reissues, renewals and extensions thereof.

1.4. "Date of First Commercial Sale" shall mean the date on which a Product is first offered for sale by COMPANY or an Affiliate or sublicensee of COMPANY.

1.5. "Net Sales" shall mean the total amount invoiced in connection with sales of the Products to any person or entity that is not an Affiliate or a licensee of COMPANY under the Patent Rights, after deduction of all the following to the extent applicable to such sales;

- i) all trade, case and quantity credits, discounts, refunds or rebates;
- ii) allowances or credits for returns;
- iii) sales taxes (including value-added tax); and
- iv) products used in research and development activities, including but not limited to clinical trials;

provided that such deductions do not in the aggregate exceed five percent (5%) of such sales.

1.6. "NYU Patents" shall mean the NYU Patent Application and any non-provisional United States and foreign patent applications claiming priority therefrom, and any divisions and continuations, in whole or in part, thereof, and patents issuing thereon and reissues, renewals and extensions thereof.

1.7. "Patent Rights" shall mean the COMPANY Patents and the NYU Patents.

1.8. "Product" shall mean a product, the manufacture, use or sale of which is covered by a Valid Claim of the Patent Rights.

1.9. "Valid Claim" shall mean any claim of an issued patent or a pending patent application that (a) has not been finally cancelled, withdrawn, abandoned or rejected by any administrative agency or other body of competent jurisdiction that is unappealable or unappealed within the time allowed for appeal, (b) has not been permanently revoked, held invalid, or declared unpatentable or unenforceable in a decision of a court or other body of competent jurisdiction that is unappealable or unappealed within the time allowed for appeal, (c) has not been rendered unenforceable through disclaimer or otherwise, and (d) is not lost through an interference proceeding.

2. ASSIGNMENT

2.1. Assignment. Contemporaneous with the execution of this Agreement, and subject to the conditions of this Agreement, NYU will sell, convey, assign, transfer, and will deliver to

the COMPANY, and the COMPANY will acquire from NYU, NYU's entire right, title and interest in and to the NYU Patents, free and clear of all liens, mortgages, pledges, security interests, prior assignments and encumbrances of any kind, including, without limitation, all applications or registrations relating to the NYU Patents, all goodwill associated with any of the foregoing, all actions and rights to sue at law or in equity for any past or future infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom, and all rights to obtain renewals, continuations, divisions or other extensions of legal protections pertaining thereto. Note, however, that U.S. Government rights exist independent of rights that NYU has the ability to assign and are not diminished by any assignment.

2.2 Licenses. It is expressly understood that COMPANY shall have the right to grant licenses under the NYU Patents. All licenses granted by COMPANY under the NYU Patents shall be consistent with the terms of this Agreement, and shall incorporate terms and conditions sufficient to enable COMPANY to comply with this Agreement. COMPANY shall provide to NYU notice of all license agreements within thirty (30) days of executing the same. NYU is granted a worldwide, irrevocable, royalty free, nonexclusive license to practice the Patent Rights for noncommercial research and educational purposes.

2.3 Requirements. The foregoing assignment is subject to:

- (a) for NYU Patents supported by federal funding, the rights, conditions and limitations imposed by U.S. law (see 35 U.S.C. § 202 et seq. and regulations pertaining thereto), including without limitation:
 - (i) the royalty-free non-exclusive license granted to the U.S. government pursuant to 35 U.S.C. § 202(c)(4) and available at:
URL <https://s-edison.info.nih.gov/Edison/license.jsp> and by reference made a part hereof;
 - (ii) the "March-in rights" established by 35 U.S.C. § 203(a); and
 - (iii) the requirement of 35 U.S.C. § 204 that any Products covered by the NYU Patents, which Products are used or sold in the United States under an exclusive license, shall be manufactured substantially in the United States, to the extent such requirement is not waived by NIH or such other agency of the U.S. Government as may have the authority to grant such a waiver.
- (b) the right of the U.S. Government to assume the prosecution, maintenance or defense of the NYU Patents in any country in which COMPANY decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, such NYU Patents, except that the U.S. Government will not assume the prosecution of an NYU Patent Application where discontinuation of prosecution of the NYU Patent Application resulted from a good faith belief on the part of the COMPANY that the continued prosecution of such NYU Patent Application would result in an interference proceeding with any of the COMPANY Patent Applications.

NYU represents and warrants that, to the extent consent to the foregoing assignment is required pursuant to 35 U.S.C. §202(c)(7), such consent has been obtained.

2.4 Cooperation.

(a) COMPANY shall, simultaneously with the signing of this Agreement pay NYU the sum of U.S. \$16,239.48, being the amount of all costs and fees incurred by NYU up to the date hereof in connection with the NYU Patents.

(b) COMPANY shall, at its expense, prosecute and maintain all patent applications within the Patent Rights using patent counsel of its choice, reasonably acceptable to NYU. Interferences, nullification proceedings and oppositions shall be considered a part of the prosecution and maintenance of the Patent Rights. COMPANY shall file, prosecute, and maintain the Patent Rights in good faith and shall seek to obtain issuance of patents with valid claims of maximum scope and term. NYU shall be provided copies of office actions and drafts of responses thereto, and NYU shall have reasonable opportunity to advise and consult with COMPANY on such matters, and COMPANY shall take NYU's comments into account and incorporate any NYU comments COMPANY believes reasonably necessary to protect the Patent Rights. In the event an interference between the NYU Patent and COMPANY Patent is declared or anticipated, COMPANY shall determine the priority of the applications and claims in good faith and shall inform NYU of its determination with sufficient time for NYU to review and comment. Upon request by NYU, COMPANY shall provide NYU with copies of documents supporting such priority determination.

(c) If COMPANY decides to abandon all of the Patent Rights in any jurisdiction, COMPANY shall provide a sixty (60) day written notice to NYU and upon request by NYU, assign to NYU all rights to such abandoned Patent Rights. NYU agrees that in the event NYU licenses such Patent Rights, NYU shall pay to COMPANY 25% of any license revenues received by NYU from the licensing of any such Patent Rights. The U.S. Government shall have the right to obtain such Patent Rights if COMPANY abandons all of the Patent Rights in any jurisdiction and NYU does not take title in any country (or the United States). The U.S. Government shall have 30 days after written notice in order to notify COMPANY that it elects to take title.

(d) At COMPANY's request, NYU shall cooperate with and assist COMPANY in all reasonable respects, in connection with COMPANY's preparation, filing, prosecution and maintenance of NYU Patents. The costs and expenses incurred by NYU in connection with the preparation, filing, prosecution and maintenance of NYU Patents shall be borne by COMPANY. COMPANY shall be responsible for recording the assignment of the NYU Patents with the relevant patent offices. Upon the request by COMPANY, NYU shall, and will use reasonable efforts to cause the NYU Scientists to, perform all such administrative formalities (with national patent offices and otherwise) as may reasonably be required for vesting title in the NYU Patents in the name of COMPANY. Any costs in connection with the assignment of the NYU Patents to COMPANY and all corresponding administrative actions and formalities shall be for the account of COMPANY and COMPANY shall reimburse NYU for all expenses incurred in connection therewith. NYU covenants that COMPANY will, upon COMPANY's request and at Company expense, be provided promptly with all pertinent facts and documents relating to the NYU

Patents as may be known to NYU and NYU, upon COMPANY's request and at the COMPANY's expense, will testify and will use reasonable efforts to cause the NYU Scientists to testify, as to the same in any Interference, litigation or proceeding related thereto and NYU shall, and will use reasonable efforts to cause the NYU Scientists to, promptly execute and deliver to COMPANY or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the NYU Patents which may be necessary or desirable to carry out the purposes thereof.

(e) Neither party shall file a continuation in part application claiming priority to an NYU Patent, without the written approval of the other party.

3. PAYMENTS

3.1. Payments. In consideration for the foregoing assignment and during the term of this Agreement, COMPANY shall pay to NYU:

(a) on the Effective Date, a non-refundable, non-creditable assignment fee of ten thousand dollars (\$10,000.00); and

(b) on each anniversary of the Effective Date of this Agreement, a payment of five thousand dollars (\$5,000.00), which amount shall be credited against payments under Subsections 3.1(c), (d), (e) and (f) below; and

(c) upon the achievement of the following technical milestones, with respect to each Product, the payments as indicated below:

Milestone Payments

i) Upon the first filing of an Investigational New Drug Application covering a Product	\$ 25,000
ii) Upon initiation of Phase II trials of a Product	\$ 25,000
iii) Upon receipt of the first regulatory approval or sale of a Licensed Product	\$ 100,000

(d) A royalty of one and one-half percent (1.5%) of the Net Sales of COMPANY and each Affiliate, provided that in the event a Product is covered by a third party patent for which COMPANY takes a license and pays a royalty to the third party, then COMPANY may reduce the payment due to NYU from COMPANY hereunder by fifty percent (50%) of the royalty which COMPANY pays to such third party for such Product, provided that in no event will the royalty to NYU be reduced to less than three-quarters percent (0.75%);

(e) A royalty on the Net Sales of any licensee of the Patent Rights under a license granted by COMPANY equal to twenty five percent (25%) of the royalty based on Net Sales (other than payments related to milestone events) received by COMPANY from such licensee, provided that the payment due to NYU from COMPANY shall in no event be greater than the royalty established under Section 3.1(d) or less than one half of one percent (.5%) of the Net Sales of such licensee; and

(f) Ten percent (10%) of any consideration, monetary or otherwise (other than royalties based on Net Sales), received by COMPANY from a licensee of COMPANY (not being a Affiliate) under the terms of, or as a consideration for the grant of, a license under the Patents Rights, but specifically excluding payments or other consideration for (i) future research or development made under a written agreement with detailed budgets and research plan, (ii) Products purchased from COMPANY at fair market value and (iii) the issuance of equity or debt securities of COMPANY at fair market value.

(g) Should an agreement granting a license of rights under the Patent Rights also include a grant of rights to other technology other than the Patent Rights, or other obligations of COMPANY, the parties will agree on an equitable apportionment of the total consideration received under such agreement by COMPANY to the Patent Rights for purposes of calculating the consideration on which payments are made under Subsections 3.1(d), (e) and (f).

3.2 Records and Reports. For the purpose of computing the payments due to NYU hereunder, the year shall be divided into four parts ending on March 31, June 30, September 30, and December 31. Not later than sixty (60) days after each December, March, June, and September in each Calendar Year during the term of this Agreement, COMPANY shall submit to NYU a full and detailed report of payments due NYU under the terms of this Agreement for the preceding quarter year (hereinafter "the Quarter-Year Report"), setting forth Net Sales and/or lump sum payments and all other payments or consideration from licensees upon which such royalties are computed and including at least

- i) the quantity of Products used, sold, transferred or otherwise disposed of;
- ii) the selling price of each Product;
- iii) the deductions permitted under subsection 1.5 hereof to arrive at Net Sales; and
- iv) the royalty computations and subject of payment.

If no payments are due, a statement shall be sent to NYU stating such fact. Payment of the full amount of any payments due to NYU for the preceding quarter year shall accompany each Quarter-Year Report on royalties and payments. COMPANY shall keep for a period of at least six (6) years after the date of entry, full, accurate and complete books and records consistent with sound business and accounting practices and in such form and in such detail as to enable the determination of the amounts due to NYU from COMPANY pursuant to the terms of this Agreement. All such reports will be deemed Confidential Information of COMPANY.

3.3. Audit. On reasonable notice and during regular business hours, NYU may designate an independent accountant as an auditor, who shall have the right to inspect the books of accounts, records and other relevant documentation of COMPANY insofar as they relate to the production, marketing and sale of the Products (and in no event shall such right of inspection extend to the financial records of the COMPANY), in order to ascertain or verify the amount of royalties and other payments due to NYU hereunder, and the accuracy of the information provided to NYU in the aforementioned reports. All information or COMPANY disclosed or obtained by NYU or its authorized representative will be deemed Confidential Information of COMPANY. The cost of such inspection shall be borne by NYU, unless it is determined in such inspection that NYU has been underpaid in any period by more than five percent (5%) of the amount which NYU should have been paid, in which case the cost of such inspection shall be reimbursed to NYU by COMPANY.

3.4. Currency. Payments due to NYU hereunder shall be paid to NYU in United States dollars. Any such royalties on or other payments relating to transactions in a foreign currency shall be converted into United States dollars based on the closing buying rate of the Morgan Guaranty Trust Company of New York applicable to transactions under exchange regulations for the particular currency on the last business day of the accounting period for which such royalty or other payment is due.

3.5. Affiliates. COMPANY shall be responsible for payment to NYU of all royalties due on sale, transfer or disposition of Products by each Affiliate of COMPANY.

3.6. Overdue Payments. Any amount payable hereunder by one of the parties to the other, which has not been paid by the date on which such payment is due, shall bear interest from such date until the date on which such payment is made, at the rate of two percent (2%) per annum in excess of the prime rate prevailing at Citibank, N.A., in New York, during the period of arrears and such amount and the interest thereon may be set off against any amount due, whether in terms of this Agreement or otherwise, to the party in default by any non-defaulting party.

4. DEVELOPMENT AND COMMERCIALIZATION.

4.1. Development Effort. COMPANY undertakes to use, and to employ its reasonable diligence to cause its licensees to use, reasonable diligence to develop and commercialize one or more Products, including but not limited to, the performance of all efficacy, pharmaceutical, safety, toxicological and clinical tests, trials and studies and all other activities necessary in order to obtain the approval of the FDA for the production, use and sale of the Products. COMPANY further undertakes to exercise due diligence and to employ its reasonable diligence to obtain, or to cause its licensees to obtain, appropriate approvals of the health authorities for the production, use and sale of the Products, in each of the other countries of the world in which COMPANY or its licensees intend to produce, use, and/or sell Products.

4.2. Reports. COMPANY shall provide NYU with written reports on all activities and actions undertaken by COMPANY to develop and commercialize Products; such reports

shall be made within sixty (60) days after each twelve (12) months of the duration of this Agreement, commencing six months after the Effective Date.

5. CONFIDENTIAL INFORMATION.

5.1 Confidential Information

(a) "Confidential Information" of a party (for purposes of this Article 5, a "Disclosing Party") includes that information that is disclosed in writing to the other party (for purposes of this Article 5, a "Receiving Party") and is marked with a legend indicating its confidential status (such as "Confidential" or "Proprietary"). "Confidential Information" also includes information of a Disclosing Party that is disclosed orally or visually and is documented in a written notice delivered to the Receiving Party within thirty (30) days of the date of disclosure; such notice shall summarize the Confidential Information disclosed and reference the time and place of disclosure. In any event, reports provided by COMPANY to NYU pursuant to this Agreement will be deemed Confidential Information unless and until one of the exceptions of Subsection 5.01(c) applies. Other than the reports required hereunder, COMPANY shall not provide any Confidential Information to NYU except upon written request of an authorized representative of NYU.

(b) For a period of five (5) years after disclosure of any portion of Confidential Information, the Receiving Party shall (i) maintain Confidential Information of the Disclosing Party in confidence; (ii) use the Confidential Information of the Disclosing Party solely for the purposes of this Agreement; and (iii) allow its trustees or directors, officers, employees, consultants, and advisors to reproduce the Confidential Information of the Disclosing Party only to the extent necessary for the purposes of this Agreement, with all such reproductions being considered Confidential Information.

(c) The obligations of Receiving Party under Subsection 5.01(b) above shall not apply to the extent that the Receiving Party can demonstrate that Confidential Information of the Disclosing Party (i) was in the public domain prior to the time of its disclosure under this Agreement; (ii) entered the public domain after the time of its disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission by the Receiving Party; (iii) was independently developed or discovered by the Receiving Party without use of the Confidential Information; (iv) is or was disclosed to the Receiving Party at any time, whether prior to or after the time of its disclosure under this Agreement, by a third party having no obligation of confidentiality with respect to Confidential Information of the Disclosing Party; or (v) is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order, provided that COMPANY receives reasonable prior written notice of such disclosure.

5.2 Upon the expiration or termination of this Agreement, and at the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in the possession or control of the Receiving Party, except that the Receiving Party

may retain one copy of the Confidential Information in the possession of its legal counsel solely for the purpose of monitoring its obligations under this Agreement.

5.3. The provisions of Section 5.01 notwithstanding, COMPANY may disclose Confidential Information relating to the NYU Patents to (a) third parties who need to know the same in order to prosecute or approve patent applications or secure regulatory approval for the sale of Licensed Products, (b) potential investors in COMPANY, and (c) potential sublicensees provided that all such parties agree in writing to confidentiality provisions equivalent to those herein.

6. INFRINGEMENT

6.1. Prosecution of Infringement. In the event of an infringement of any of the Patent Rights, COMPANY shall have the right but not the obligation to bring suit against the infringer. Should COMPANY elect to bring suit against an infringer and NYU is joined as a party plaintiff in any such suit, NYU shall have the right to approve the counsel selected by COMPANY to represent COMPANY and NYU. The expenses of such suit or suits that COMPANY elects to bring, including any expenses of NYU incurred in conjunction with the prosecution of such suit or the settlement thereof, shall be paid for entirely by COMPANY and COMPANY shall hold NYU free, clear and harmless from and against any and all costs of such litigation, including attorneys' fees.

6.2. Recovery. In the event COMPANY exercises the right to sue herein conferred, it shall have the right to first reimburse itself out of any sums recovered in such suit or in settlement thereof for all costs and expenses of every kind and character, including reasonable attorneys' fees, necessarily involved in the prosecution of any such suit, and the remainder shall be divided between the parties as follows:

- (a) (i) if the amount is based on lost profits, COMPANY shall receive an amount equal to the damages the court determines COMPANY has suffered as a result of the infringement less the amount of any royalties and other payments that would have been due NYU on Net Sales of Products lost by COMPANY and any other lost opportunities, as a result of the infringement; and
- (ii) NYU shall receive an amount equal to the royalties and other payments it would have received if such Net Sales had been made and such other opportunities captured by COMPANY; and
- (b) awards or settlement other than those based on lost profits shall be treated as sublicense income and 25% of this income shall be paid to NYU as specified in Section 3.1(e) if such award or settlement is calculated on the basis of Net Sales of the alleged infringer or 10% of such award or settlement as specified in Section 3.1(f) if such award or settlement is calculated on the basis of any other consideration.

6.3. Cooperation. NYU shall cooperate and shall endeavor to cause the NYU Scientists to cooperate with COMPANY at the request of COMPANY, including by giving testimony and producing documents lawfully requested, in the prosecution of any suit by COMPANY for infringement of the NYU Patents; provided, that COMPANY shall pay all reasonable expenses (including attorneys' fees) incurred by NYU in connection with such cooperation. COMPANY shall keep NYU informed of the progress of such proceedings and shall make its counsel reasonably available to NYU. NYU shall also be entitled to independent counsel in such proceedings but at its own expense.

7. LIABILITY AND INDEMNIFICATION.

7.1 Indemnification.

(a) COMPANY shall indemnify, defend and hold harmless NYU and its trustees, officers, medical and professional staff, employees, students and agents and their respective successors, heirs and assigns (the "Indemnitees"), against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments (i) arising out of the design, production, manufacture, sale, use in commerce or in human clinical trials, lease, or promotion by COMPANY or by a licensee, Affiliate or agent of COMPANY of any Licensed Product, process or service relating to, or developed pursuant to, this Agreement or (ii) arising out of any other activities to be carried out pursuant to this Agreement.

(b) With respect to an Indemnitee, COMPANY's indemnification under subsection 7(a)(i) shall apply to any liability, damage, loss or expense whether or not it is attributable to the negligent activities of such Indemnitee. COMPANY's indemnification under subsection 7(a)(ii) shall not apply to any liability, damage, loss or expense to the extent that it is attributable to the negligent activities of any such Indemnitee.

(c) COMPANY agrees, at its own expense, to defend NYU against any actions brought or filed against any party indemnified hereunder with respect to the subject of indemnity contained herein, whether or not such actions are rightfully brought; provided, however, that any Indemnitee shall have the right to retain its own counsel, at its own expense, if representation of such Indemnitee by counsel retained by COMPANY would be inappropriate because of actual or potential differences in the interests of such Indemnitee and any other party represented by such counsel. COMPANY agrees to keep NYU informed of the progress in the defense and disposition of such claim and to consult with NYU prior to any proposed settlement.

7.2 Insurance.

(a) At such time as any Licensed Product, process or service relating to, or developed pursuant to, this Agreement is being commercially distributed or sold or tested in clinical trials by COMPANY or by a licensee, Affiliate or agent of COMPANY, COMPANY shall at its sole cost and expense, procure and maintain, or require its sublicensee under the Patent Rights to procure and maintain policies of comprehensive general liability insurance in amounts not less than (i) \$5,000,000 per incident and \$5,000,000 annual aggregate during the period that such

Licensed Product, process, or service is being tested in clinical trials prior to commercial sale, and (ii) \$10,000,000 per incident and \$20,000,000 annual aggregate during the period that such Licensed Product, process, or service is being commercially distributed or sold, and in each case naming the Indemnitees as additional insureds. Such comprehensive general liability insurance shall provide (i) product liability coverage and (ii) broad form contractual liability coverage for COMPANY's indemnification under Section 7.1 of this Agreement. If COMPANY elects to self-insure all or part of the limits described above (including deductibles or retentions which are in excess of \$250,000 annual aggregate) such self-insurance program shall include assets or reserves which have been actuarially determined for the liabilities associated with this Agreement and must be acceptable to NYU. The minimum amounts of insurance coverage required under this Section 7.2 shall not be construed to create a limit of COMPANY's liability with respect to its indemnification under Section 7.1 of this Agreement.

(b) COMPANY shall provide NYU with written evidence of such insurance upon request of NYU. COMPANY shall provide NYU with written notice at least fifteen (15) days prior to the cancellation, non-renewal or material change in such insurance.

(c) COMPANY shall maintain such commercial general liability insurance beyond the expiration or termination of this Agreement during (i) the period that any Licensed Product is being commercially distributed, sold, leased or otherwise transferred, or performed or used (other than for the purpose of obtaining regulatory approvals), by COMPANY or by a licensee, affiliate or agent of COMPANY and (ii) a reasonable period after the period referred to in (c) (i) above which in no event shall be less than fifteen (15) years.

7.3 Limitation of Liability. OTHER THAN COMPANY'S INDEMNIFICATION OBLIGATION UNDER SECTION 7.1, IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR AFFILIATES OR ANY OF THEIR RESPECTIVE TRUSTEES, DIRECTORS, OFFICERS, MEDICAL AND PROFESSIONAL STAFF, EMPLOYEES AND AGENTS BE LIABLE TO THE OTHER PARTY OR ANY OF THEIR AFFILIATES, LICENSEES OR DISTRIBUTORS FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE RIGHTS GRANTED HEREUNDER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION ECONOMIC DAMAGES OR INJURY TO PROPERTY OR LOST PROFITS, REGARDLESS OF WHETHER A PARTY SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING.

8. EXPIRY AND TERMINATION

8.1. Term. This Agreement shall expire upon the expiration of the last of the Patent Rights. Termination of this Agreement shall not relieve either party of any obligation to the other party incurred prior to such termination.

8.2. Survival. Sections 5, 6, 7 and 9 hereof shall survive and remain in full force and effect after any termination, cancellation or expiration of this Agreement.

9. REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties by COMPANY. COMPANY hereby represents and warrants to NYU as follows:

(a) COMPANY is a corporation duly organized, validly existing and in good standing under the laws of Switzerland. COMPANY has been granted all requisite power and authority to carry on its business and to own and operate its properties and assets. The execution, delivery and performance of this Agreement have been duly authorized by the Board of Directors of COMPANY.

(b) There is no pending or, to COMPANY's knowledge, threatened litigation involving COMPANY which would have any effect on this Agreement or on COMPANY's ability to perform its obligations hereunder; and

(c) There is no indenture, contract, or agreement to which COMPANY is a party or by which COMPANY is bound which prohibits or would prohibit the execution and delivery by COMPANY of this Agreement or the performance or observance by COMPANY of any term or condition of this Agreement.

9.2 Representations and Warranties by NYU. NYU hereby represents and warrants to COMPANY as follows:

(a) NYU is a corporation duly organized, validly existing and in good standing under the laws of the State of New York. NYU has been granted all requisite power and authority to carry on its business and to own and operate its properties and assets. The execution, delivery and performance of this Agreement have been duly authorized by the Board of Trustees of NYU.

(b) There is no pending or, to NYU's knowledge, threatened litigation involving NYU which would have any effect on this Agreement or on NYU's ability to perform its obligations hereunder;

(c) There is no indenture, contract, or agreement to which NYU is a party or by which NYU is bound which prohibits or would prohibit the execution and delivery by NYU of this Agreement or the performance or observance by NYU of any term or condition of this Agreement;

(d) To the knowledge of its Executive Director, Industrial Liaison/Technology Transfer, NYU is the exclusive owner of the NYU Patents with the right to assign the NYU Patents free and clear of any liens, charges and encumbrances, and no other person, corporate or other private entity, or governmental entity or subdivision thereof, has or shall have any claim of ownership whatsoever with respect to the NYU Patents, other than rights that the U.S. Government may have as described in Section 2.3(a) by virtue of its Funding Agreements sponsoring the research work; and

(e) The NYU Patent Application is existing, and there are no claims, judgment or settlements against NYU pending, or to NYU's knowledge, threatened, that invalidate or seek to invalidate the NYU Patent Application or any NYU Patent, and NYU has disclosed to COMPANY all reasonably relevant information known to NYU regarding the NYU Patent Application and NYU Patent.

10. MISCELLANEOUS

10.1 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof.

10.2 Amendment; Waiver. This Agreement may be amended and any of its terms or conditions may be waived only by a written instrument executed by an authorized signatory of the parties or, in the case of a waiver, by the party waiving compliance. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect its rights at a later time to enforce the same. No waiver by either party of any condition or term shall be deemed as a further or continuing waiver of such condition or term or of any other condition or term.

10.3 No Assignment. Neither COMPANY nor NYU shall have the right to assign, delegate or transfer at any time to any party, in whole or in part, any or all of the rights, duties and interest herein granted without first obtaining the written consent of the other to such assignment. Notwithstanding the foregoing, COMPANY may assign this Agreement, without the consent of NYU: (i) to any of its Affiliates; or (ii) in connection with the transfer or sale of all or substantially all of its assets related to the Product, or a controlling interest in its equity, or in the event of its merger or consolidation with another company; provided that prompt written notice of any such assignment is given to NYU and, to the extent any Patents Rights remain in effect in which the U.S. Government has or may have any rights, including a non-exclusive license, the U.S. Government (represented by NIH under 37 CFR 401.13(a) as the primary agency for the Subject Inventions and resulting Patents in this Agreement) of any such assignment and the assignee agrees to be bound by the terms and conditions of this Agreement.

10.4 Use of Name. Without the prior written consent of the other party, neither COMPANY nor NYU shall use the name of the other party or any adaptation thereof or of any staff member, employee or student of the other party:

- i) in any product labeling, advertising, promotional or sales literature; or
- ii) in connection with any public or private offering or in conjunction with any application for regulatory approval, unless disclosure is otherwise required by law, in which case either party may make factual statements concerning the Agreement or file copies of the Agreement after providing the other party with an opportunity to comment and reasonable time within which to do so on such statement in draft.

Except as provided herein, neither NYU nor COMPANY will issue public announcements about this Agreement without prior written approval of the other party.

10.5. Compliance with Law. In carrying out this Agreement the parties shall comply with all local, state and federal laws and regulations including but not limited to, the provisions of Title 35 United States Code §200 et seq., and 15 CFR §368 et seq.

10.6. Invalidity. If any provision of this Agreement is determined to be invalid or void, the remaining provisions shall remain in effect.

10.7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of New York, without regard to principles relating to conflicts of law. The courts of the State of New York in New York County and the United States District Court for the Southern District of New York shall have exclusive jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement and, by execution and delivery of this Agreement, the parties to this Agreement submit to the jurisdiction of those courts, including, but not limited to, the in personam and subject matter jurisdiction of those courts, waive any objection to such jurisdiction on the grounds of venue or forum non conveniens, the absence of in personam or subject matter jurisdiction and any similar grounds, consent to service of process by mail in accordance with Section 10.8 or any other manner permitted by law and irrevocably agree to be bound by any such judgment rendered thereby in connection with this Agreement. These consents to jurisdiction shall not be deemed to confer rights on any person other than the parties to this Agreement.

10.8. Notices. All payments or notices required or permitted to be given under this Agreement shall be given in writing and shall be effective when either personally delivered or deposited, postage prepaid, in the United States registered or certified mail, addressed as follows:

To NYU: New York University
Office of Industrial Liaison
650 First Avenue, 6th Floor
New York, NY 10016

Attention: Abram M. Goldfinger
Executive Director,
Industrial Liaison/Technology Transfer

and

Office of Legal Counsel
New York University
Bobst Library
70 Washington Square South
New York, NY 10012

Attention: Annette Johnson, Esq
Vice Dean and Senior Counsel for Medical School Affairs

To COMPANY: Neurimmune Therapeutics AG
Wagistrasse 13
CH-8952 Schlieren
Switzerland

Attention: Michael Salzmann
Chief Operating Officer

To The U.S. Government: National Institutes of Health
Division of Extramural Inventions & Technology Resources
6705 Rockledge Drive, Room 310, MSC 7980
Bethesda, MD 20892-7980
(301) 435-1986
Fax: (301) 480-0272

or such other address or addresses as either party may hereafter specify by written notice to the other. Such notices and communications shall be deemed effective on the date of delivery or fourteen (14) days after having been sent by registered or certified mail, whichever is earlier.

10.9. Entire Agreement. This Agreement (and the annexed Appendix) constitute the entire Agreement between the parties and no variation, modification or waiver of any of the terms or conditions hereof shall be deemed valid unless made in writing and signed by both parties hereto. This Agreement supersedes any and all prior agreements or understandings, whether oral or written, between COMPANY and NYU.

10.10. Waiver. No waiver by either party of any non-performance or violation by the other party of any of the covenants, obligations or agreements of such other party hereunder shall be deemed to be a waiver of any subsequent violation or non-performance of the same or any other covenant, agreement or obligation, nor shall forbearance by any party be deemed to be a waiver by such party of its rights or remedies with respect to such violation or non-performance.

10.11. Headings. The descriptive headings contained in this Agreement are included for convenience and reference only and shall not be held to expand, modify or aid in the interpretation, construction or meaning of this Agreement.

10.12. No Partnership. It is not the intent of the parties to create a partnership or joint venture or to assume partnership responsibility or liability. The obligations of the parties shall be limited to those set out herein and such obligations shall be several and not joint.

10.13. Severability. If any provision(s) of this Agreement are or become invalid, are ruled illegal by any court of competent jurisdiction or are deemed unenforceable under then current applicable law from time to time in effect during the term hereof, it is the intention of the parties that the remainder of this agreement shall not be effected thereby. It is further the intention of the parties that in lieu of each such provision which is invalid, illegal or unenforceable, there be substituted or added as part of this Agreement a provision which shall be

as similar as possible in economic and business objectives as intended by the parties to such invalid, illegal or enforceable provision, but shall be valid, legal and enforceable.

10.14 Interpretation. The parties hereto are sophisticated, have had the opportunity to consult legal counsel with respect to this transaction and hereby waive any presumptions of any statutory or common law rule relating to the interpretation of contracts against the drafter.

10.15 Income received by NYU pursuant to this Agreement and the Patent Rights mentioned shall be used in accord with the regulations at 37 CFR 401.14 (k)(3) in the Code of Federal Regulations as of 2008.

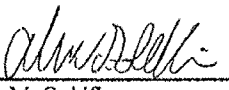
10.16 "Patent Rights" as defined in this Agreement are subject to a Confirmatory License which shall be executed by COMPANY and NYU granting the U.S. Government a non-exclusive, paid-up, perpetual license to use or to have used the "Patent Rights" in this agreement for U.S. Government purposes. This is the same license listed in Section 2.3(a)(i) of this Agreement, except that it shall cover all "Patent Rights" in this Agreement, not only the NYU Patents.

10.17 Utilization Reporting as specified under 37 CFR 401.14(h) is in effect; NYU shall communicate the required information to the U.S. Government via the means specified by the U.S. Government and Neurimmune, its successors and/or assigns, shall provide all needed information to NYU so that it may comply with such Utilization Reporting requirements.

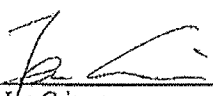
10.18 The United States Government is a Beneficiary under this Agreement.

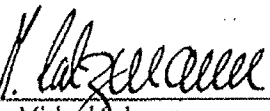
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first above written.

NEW YORK UNIVERSITY

By: 
Abram M. Goldfinger
Executive Director,
Industrial Liaison/Technology Transfer
Date: May 13, 2010

NEURIMMUNE THERAPEUTICS AG

By: 
Jan Grimm
Title: Chief Scientific Officer
Date: May 12th, 2010

By: 
Michael Salzmann
Title: Chief Operating Officer
Date: May 12 2010



HANDELSREGISTER DES KANTONS ZÜRICH

Firmennummer	Rechtsnatur	Eintragung	Löschung	Übertrag von:	1
CH-020.3.033.318-9	Aktiengesellschaft (AG)	19.12.2008	21.10.2010	auf:	



Alle Eintragungen

Firma erloschen

Ei	Lö	Firma			Ref	Sitz
1		Neurimmune Therapeutics AG (Neurimmune Therapeutics SA) (Neurimmune Therapeutics Ltd)			1	Schlieren

Ei	Lö	Aktienkapital (CHF)	Liberierung (CHF)	Aktien-Stückelung	Ei	Lö	Adresse der Firma
1		1'000'000.00	1'000'000.00	1'000 Namenaktien zu CHF 1'000.00	1		Wagistrasse 13 8952 Schlieren

Ei	Lö	Zweck	Ei	Lö	Postadresse
1		Die Gesellschaft bezweckt die Entwicklung von Verfahren zur Therapie, Prävention, Diagnose und Erforschung von Erkrankungen vorwiegend des zentralen Nervensystems. Ferner bezweckt sie die Herstellung und den Vertrieb von diagnostischen und pharmazeutischen Produkten und Verfahren sowie die Vergabe von Lizenzen. Die Gesellschaft kann Zweigniederlassungen und Tochtergesellschaften im In- und Ausland errichten und sich an anderen Unternehmen im In- und Ausland beteiligen sowie alle Geschäfte eingehen und Verträge abschliessen, die der Zweck der Gesellschaft mit sich bringen kann, insbesondere auch Grundstücke erwerben, halten und veräussern. Die Gesellschaft kann alle kommerziellen, finanziellen und anderen Tätigkeiten ausüben, welche mit dem Zweck der Gesellschaft im Zusammenhang stehen.			

Ei	Lö	Bemerkungen	Ref	Statutendatum
1		Mitteilungen an Aktionäre erfolgen im Publikationsorgan oder - wenn die Namen und Adressen aller Aktionäre bekannt sind - durch Brief oder auf telegrafischem Weg (einschliesslich Fernschreiben, Telefax oder elektronische Datenübertragung).	1	11.12.2008
1		Die Übertragbarkeit der Namenaktien ist nach Massgabe der Statuten beschränkt.		
4		Aktiven und Passiven (Fremdkapital) gehen infolge Fusion auf die Neurimmune Holding AG, in Schlieren (CH-020.3.030.349-2), über. Die Gesellschaft wird gelöscht.		

Ei	Lö	Besondere Tatbestände	Ref	Publikationsorgan
1		Sacheinlage: Die Gesellschaft übernimmt bei der Gründung einen Teil der Aktiven und Passiven der Neurimmune Therapeutics AG (neu: Neurimmune Holding AG), nämlich den Geschäftsbereich "operativer Betrieb", gemäss Vertrag vom 11.12.2008 und Übernahmebilanz per 30.06.2008, wonach die übernommenen Aktiven CHF 7'199'850.68 und die übernommenen Passiven CHF 0.00 betragen, wofür 1'000 Namenaktien zu CHF 1'000.00 ausgegeben werden.	1	SHAB

Ei	Lö	Zweigniederlassung (en)	Ei	Lö	Zweigniederlassung (en)

Ze	Ref	TR-Nr	TR-Datum	SHAB	SHAB-Dat.	Seite / Id	Ze	Ref	TR-Nr	TR-Datum	SHAB	SHAB-Dat.	Seite / Id
ZH	1	37596	19.12.2008	251	29.12.2008	48 / 4803502	ZH	3	35733	07.10.2010	199	13.10.2010	24 / 5851122
ZH	2	13282	07.04.2009	71	15.04.2009	31 / 4972034	ZH	4	37331	21.10.2010	209	27.10.2010	22 / 5870106

Ei	Ae	Lö	Personalangaben	Funktion	Zeichnungsart
1		3m	Stauffacher, Dr. Werner, von Zürich und Matt, in Stäfa	Präsident des Verwaltungsrates	Kollektivunterschrift zu zweien
1		3m	Heck, Prof. Dr., deutscher Staatsangehöriger, in Erlenbach-ZH	Mitglied des Verwaltungsrates	Kollektivunterschrift zu zweien
1			Nitsch, Prof. Dr. Roger, deutscher Staatsangehöriger, in Zumikon	Mitglied des Verwaltungsrates	Kollektivunterschrift zu zweien
1			PricewaterhouseCoopers AG (CH-020.3.020.876-5), in Zürich	Revisionsstelle	



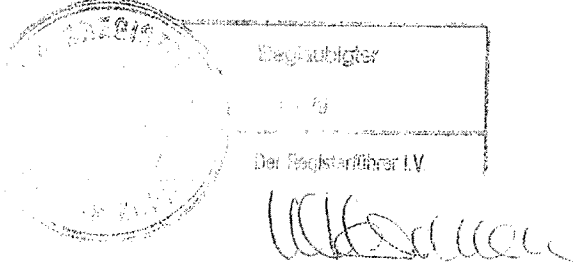
HANDELSREGISTER DES KANTONS ZÜRICH

CH-020.3.033.318-9	Neurimmune Therapeutics AG	Schlieren	2
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Alle Eintragungen

Ei	Ae	Lö	Personalangaben	Funktion	Zeichnungsart
2			Grimm, Dr. Jan, deutscher Staatsangehöriger, in Dübendorf	Mitglied der Geschäftsleitung	Kollektivunterschrift zu zweien
2			Salzmann, Michael, von Ittigen, in Zürich	Mitglied der Geschäftsleitung	Kollektivunterschrift zu zweien
2			Schimkat, Dirk, deutscher Staatsangehöriger, in Männedorf	Mitglied der Geschäftsleitung	Kollektivunterschrift zu zweien
3			Hock, Prof. Dr., deutscher Staatsangehöriger, in Erlenbach ZH	Präsident des Verwaltungsrates	Kollektivunterschrift zu zweien
3			Stauffacher, Dr. Werner, von Zürich und Matt, in Stäfa	Mitglied des Verwaltungsrates	Kollektivunterschrift zu zweien

Zürich, 04.01.2011



Dieser Auszug aus dem kantonalen Handelsregister hat ohne die nebenstehende Originalbeglaubigung keine Gültigkeit. Er enthält alle gegenwärtig für diese Firma aktuellen Eintragungen sowie allfällig gestrichene Eintragungen. Auf besonderes Verlangen kann auch ein Auszug erstellt werden, der lediglich alle gegenwärtig aktuellen Eintragungen enthält.



HANDELSREGISTER DES KANTONS ZÜRICH

Firmennummer	Rechtsnatur	Eintragung	Löschung	Übertrag von:	1
CH-020.3.030.349-2	Aktiengesellschaft (AG)	08.11.2006		auf:	



Alle Eintragungen

Ei	Lö	Firma	Ref	Sitz
1	10	Neurimmune-Therapeutics AG	1	Zürich
1	10	(Neurimmune-Therapeutics SA) (Neurimmune-Therapeutics Ltd)	10	Schlieren
10		Neurimmune Holding AG		
10		(Neurimmune Holding SA) (Neurimmune Holding Ltd)		

Ei	Lö	Aktienkapital (CHF)	Liberierung (CHF)	Aktien-Stückelung	Ei	Lö	Adresse der Firma
1	2	400'000.00	400'000.00	4'000 Namenaktien zu CHF 100.00	1	10	August-Forel-Strasse 4
2	3	400'700.00	400'700.00	97 Namenaktien zu CHF 100.00 (Vorzugsaktien)	10		8008 Zürich
3		142'000.00	142'000.00	4'000 Namenaktien zu CHF 100.00			c/o Neurimmune Therapeutics AG
				142'000 Namenaktien zu CHF 1.00			Wagistrasse 13
							8952 Schlieren
Ei	Lö	PS-Kapital (CHF)	Liberierung (CHF)	Partizipationscheine			
15		17'729.00	17'729.00	17'729 Namenpartizipationsscheine zu CHF 1.00			

Ei	Lö	Zweck	Ei	Lö	Postadresse
1	10	Die Gesellschaft bezweckt die Entwicklung von Verfahren zur Therapie, Prävention, Diagnose und Erforschung von Erkrankungen vorwiegend des zentralen Nervensystems. Ferner bezweckt sie die Herstellung und den Vertrieb von diagnostischen und pharmazeutischen Produkten und Verfahren sowie die Vergabe von Lizenzen. Die Gesellschaft kann Zweigniederlassungen und Tochtergesellschaften im In- und Ausland errichten und sich an anderen Unternehmen im In- und Ausland beteiligen sowie alle Geschäfte eingehen und Verträge abschliessen, die der Zweck der Gesellschaft mit sich bringen kann, insbesondere auch Grundstücke erwerben, halten und veräussern. Die Gesellschaft kann alle kommerziellen, finanziellen und anderen Tätigkeiten ausüben, welche mit dem Zweck der Gesellschaft im Zusammenhang stehen.			
10		Die Gesellschaft bezweckt den Erwerb, das Halten, Verwalten und Veräussern von Beteiligungen an in- und ausländischen Unternehmen, die Finanzierung von Gesellschaften und alle anderen Aktivitäten, die mit dieser Zweckbestimmung in Zusammenhang stehen können.			

Ei	Lö	Bemerkungen	Ref	Statutendatum
1		Mitteilungen an Aktionäre erfolgen im Publikationsorgan oder - wenn die Namen und Adressen aller Aktionäre bekannt sind - durch Brief oder auf telegrafischem Weg (einschliesslich Fernschreiben, Telefax oder elektronische Datenübertragung).	1	18.10.2006
1		Die Übertragbarkeit der Namenaktien ist nach Massgabe der Statuten beschränkt.	2	12.12.2006
2	3	Die Vorzugsaktien gewähren Vorrechte bezüglich Liquidationserlös gemäss Statuten.	3	04.05.2007
5	15	Bedingte Erhöhung des Partizipationskapitals gestützt auf den Gewährungsbeschluss vom 08.04.2008 gemäss näherer Umschreibung in den Statuten.	5	08.04.2008
10		Die Gesellschaft hat mit Beschluss vom 11.12.2008 eine bedingte Erhöhung des Partizipationskapitals gemäss näherer Umschreibung in den Statuten beschlossen.	10	11.12.2008
15		Erhöhung Partizipationskapital aus bedingtem Partizipationskapital. Die Bestimmung über die bedingte Erhöhung des Partizipationskapitals mit Beschluss vom 08.04.2008 ist infolge Ausübung aufgehoben.	15	07.12.2010

Ei	Lö	Besondere Tatbestände	Ref	Publikationsorgan
10		Vermögensübertragung: Die Gesellschaft überträgt gemäss Vertrag vom 11.12.2008 Aktiven von CHF 7'199'850.68 und Passiven (Fremdkapital) von CHF 0.00 auf die Neurimmune Therapeutics AG, in Schlieren (CH-020.3.033.318-9). Gegenleistung: 1'000 Namenaktien zu CHF 1'000.00.	1	SHAB



HANDELSREGISTER DES KANTONS ZÜRICH

CH-020.3.030.349-2	Neurimmune Holding AG	Schlieren	2
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Alle Eintragungen

Ei	Lö	Besondere Tatbestände	Ref	Publikationsorgan
13		Fusion: Übernahme der Aktiven und Passiven der Neurimmune Therapeutics AG, in Schlieren (CH-020.3.033.318-9), gemäss Fusionsvertrag vom 16.10.2010 und Bilanz per 30.06.2010. Aktiven von CHF 3'199'691.04 und Passiven (Fremdkapital) von CHF 1'332'874.64 gehen auf die übernehmende Gesellschaft über. Da die übernehmende Gesellschaft sämtliche Aktien der übertragenden Gesellschaft hält, findet weder eine Kapitalerhöhung noch eine Aktienzuteilung statt.		
14		Vermögensübertragung: Die Gesellschaft überträgt gemäss Vertrag vom 18.11.2010 Aktiven von CHF 159'729.00 und Passiven (Fremdkapital) von CHF 0.00 auf die Panlma Pharmaceuticals AG, in Schlieren (CH-020.3.035.848-2). Gegenleistung: 142'000 Namenaktien zu CHF 1.00 und 17'729 Namenpartizipationsscheine zu CHF 1.00.		

Ei	Lö	Zweigniederlassung (en)	Ei	Lö	Zweigniederlassung (en)

Ze	Ref	TR-Nr	TR-Datum	SHAB	SHAB-Dat.	Seite / Id	Ze	Ref	TR-Nr	TR-Datum	SHAB	SHAB-Dat.	Seite / Id
ZH	1	30215	08.11.2006	221	14.11.2006	20 / 3634934	ZH	9	25649	11.09.2008	180	17.09.2008	20 / 4654816
ZH	2	34757	21.12.2006	252	29.12.2006	32 / 3701702	ZH	10	37780	19.12.2008	251	29.12.2008	48 / 4803586
ZH	3	13424	10.05.2007	94	16.05.2007	22 / 3933866	ZH	11	13280	07.04.2009	71	15.04.2009	31 / 4972030
ZH	4	24797	04.09.2007	174	10.09.2007	22 / 4103290	ZH	12	35732	07.10.2010	199	13.10.2010	24 / 5851544
ZH	5	10557	16.04.2008	77	22.04.2008	23 / 4440158	ZH	13	37274	21.10.2010	209	27.10.2010	21 / 5870224
ZH	6	13398	15.05.2008	96	21.05.2008	25 / 4484596	ZH	14	40880	22.11.2010	231	26.11.2010	32 / 5912832
ZH	7	15229	03.06.2008	109	09.06.2008	25 / 4512478	ZH	15	43181	08.12.2010	243	14.12.2010	21 / 5937456
ZH	8	24389	29.08.2008	171	04.09.2008	24 / 4638032							

Ei	Ae	Lö	Personalangaben	Funktion	Zeichnungsart
1		3m	Nitsch, Prof. Dr. Roger, deutscher Staatsangehöriger, in Zumikon	Präsident des Verwaltungsrates	Kollektivunterschrift zu zweien
1		12m	Hock, Prof. Dr. Christoph, deutscher Staatsangehöriger, in Erlenbach ZH	Mitglied des Verwaltungsrates	Kollektivunterschrift zu zweien
1		3m	Grimm, Dr. Jan, deutscher Staatsangehöriger, in Dübendorf	Geschäftsführer	Einzelunterschrift
1			PricewaterhouseCoopers AG, in Zürich	Revisionsstelle	
3		9m	Heneo, Dr. Karsten, deutscher Staatsangehöriger, in Düsseldorf (DE)	Präsident des Verwaltungsrates	Kollektivunterschrift zu zweien
3		6m	Nitsch, Prof. Dr. Roger, deutscher Staatsangehöriger, in Zumikon	Mitglied des Verwaltungsrates	Kollektivunterschrift zu zweien
3			Grimm, Dr. Jan, deutscher Staatsangehöriger, in Dübendorf	Mitglied der Geschäftsleitung	Kollektivunterschrift zu zweien
4		7	Stuart, Edward, irischer Staatsangehöriger, in Küsnacht ZH	Geschäftsführer	Kollektivunterschrift zu zweien
6		8m	Nitsch, Prof. Dr. Roger, deutscher Staatsangehöriger, in Zumikon	Delegierter des Verwaltungsrates	Kollektivunterschrift zu zweien
6		9m	Stauffacher, Werner, von Matt, in Stäfa	Mitglied des Verwaltungsrates	Kollektivunterschrift zu zweien
8			Nitsch, Prof. Dr. Roger, deutscher Staatsangehöriger, in Zumikon	Mitglied des Verwaltungsrates	Kollektivunterschrift zu zweien
8			Salzmann, Michael, von Ittigen, in Zürich	Mitglied der Geschäftsleitung	Kollektivunterschrift zu zweien
8			Schimkat, Dirk, deutscher Staatsangehöriger, in Männedorf	Mitglied der Geschäftsleitung	Kollektivunterschrift zu zweien
9		11	Heneo, Dr. Karsten, deutscher Staatsangehöriger, in Düsseldorf (DE)	Mitglied des Verwaltungsrates	Kollektivunterschrift zu zweien
9		12m	Stauffacher, Werner, von Matt, in Stäfa	Präsident des Verwaltungsrates	Kollektivunterschrift zu zweien
12			Hock, Prof. Dr. Christoph, deutscher Staatsangehöriger, in Erlenbach ZH	Präsident des Verwaltungsrates	Kollektivunterschrift zu zweien
12			Stauffacher, Werner, von Matt, in Stäfa	Mitglied des Verwaltungsrates	Kollektivunterschrift zu zweien

HANDELSREGISTER DES KANTONS ZÜRICH

H-020.3.030.349-2

Neurimmune Holding AG

Schlieren

3

Alle Eintragungen

Zürich, 04.01.2011



Legitimierter

Auszug

Der registrierte LV

(Handwritten signature)

Dieser Auszug aus dem kantonalen Handelsregister hat ohne die nebenstehende Originalbeglaubigung keine Gültigkeit. Er enthält alle gegenwärtig für diese Firma aktuellen Eintragungen sowie allfällig gestrichene Eintragungen. Auf besonderes Verlangen kann auch ein Auszug erstellt werden, der lediglich alle gegenwärtig aktuellen Eintragungen enthält.