

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dr. Yasuhiro Nishiyama	12/11/2008
RECEIVING PARTY DATA	
Name:	Dr. Sudhir Paul
Street Address:	2323 Reflection Court
City:	Missouri City
State/Country:	TEXAS
Postal Code:	77459
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6855804
CORRESPONDENCE DATA	
Fax Number:	(212)661-8002
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-661-8000
Email:	info@lmiplaw.com
Correspondent Name:	Lucas & Mercanti LLP
Address Line 1:	475 Park Avenue South
Address Line 4:	New York, NEW YORK 10016
ATTORNEY DOCKET NUMBER:	64229-02400
NAME OF SUBMITTER:	Barry Evans
Total Attachments: 7 source=2400-YN-to-SP#page1.tif source=2400-YN-to-SP#page2.tif source=2400-YN-to-SP#page3.tif source=2400-YN-to-SP#page4.tif source=2400-YN-to-SP#page5.tif	

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AGREEMENT

Between

Yasuhiro Nishiyama

And

Sudhir Paul

This Agreement (AGREEMENT) is entered into this 11th day of Dec. 2008, ("Effective Date") between **Yasuhiro Nishiyama**, a resident of Texas and employee of The University of Texas Health Science Center at Houston ("UTHSC-H") and **Sudhir Paul** a resident of Texas and employee of UTHSC-H. The signatories to this Agreement collectively shall be referred to as the "**Parties**" and individually as a "**Party**" hereto.

RECITALS

- A. Certain technology and data contained in the patent application(s) or patents listed in Appendix A (the **Invention**) have been developed in the course of research funded by the National Institutes of Health and the State of Texas at The University of Texas Health Science Center at Houston ("UTHSC-H") and are owned by UTHSC-H.
- B. UTHSC-H is returning its rights, title and interest in the **Invention** to its **Inventors** contemporaneous with execution of this present AGREEMENT as described in Appendix B (**Assignment Agreement**)
- C. One or more of the following individuals are named as inventors (**Inventors**) on the patents (and/or patent applications) listed in Appendix A: **Sudhir Paul** and **Yasuhiro Nishiyama**. At the time the invention was created, **Dr. Paul** and **Dr. Nishiyama** were employees of UTHSC-H.
- D. **Yasuhiro Nishiyama** has collaborated with **Sudhir Paul** in research projects in which the Principal Investigator was or is **Sudhir Paul**
- E. **Inventors**, pursuant to their institutional rules, regulations and policies have assigned or shall assign all right, title and interest in the **Invention** to UTHSC-H, as applicable;
- F. The **Parties** desire that **Sudhir Paul** lead the efforts to commercialize the **Invention**.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the **Parties** hereby agree as follows:

ARTICLE I - DEFINITIONS

- 1.01 **"Invention"** means the patents and/or patent applications listed in Appendix A, invented by one or more of the **Inventors** named as the **Parties**, any divisions, continuations, or continuations-in-part thereof (but only to the extent such continuations-in-part have both **Parties** named as inventors) to which the Parties have joint right to assignment; any patent(s) issuing from the foregoing application(s); any reissue, extension, revival or reexamination of the foregoing patent(s); and if applicable, any foreign patent application(s) and foreign patent(s) which claim priority under such patent application(s) listed in Appendix A.
- 1.02 **"Invention Rights"** means the **Invention** and the contributions made or to be made in the development of the **Invention** by **Inventors**;
- 1.03 **"UTHSC-H Costs"** shall mean reasonable legal fees and expenses incurred by **UTHSC-H** that are to be reimbursed to **UTHSC-H** as specified in the **Assignment Agreement** attached hereto as Appendix B.
- 1.04 **"CIP Shares"** means shares of common stock of Covalent Immunology Inc, A Delaware corporation that intends to develop commercial products under **Invention Rights**.

ARTICLE II - ASSIGNMENT

- 2.01. **Yasuhiro Nishiyama** hereby assigns his rights, title and interests to the **Invention Rights** and **Inventions** listed in Appendix A to **Sudhir Paul**. **Yasuhiro Nishiyama** agrees to not grant to any third party any rights under **Invention Rights**. **Yasuhiro Nishiyama** shall forward to **Sudhir Paul** all requests received from third parties for information concerning licensing the **Invention** or sponsoring research related to **Invention**.

ARTICLE III - CONSIDERATION

- 3.01 **Payment**. In consideration of the assignment set forth in Article II, **Sudhir Paul** shall cause to have issued to **Yasuhiro Nishiyama** 130,000 **CIP Shares** at par value \$ 0.001 per share.
- 3.02 **UTHSC-H Costs**. **Sudhir Paul** shall be responsible in entirety for reimbursement of **UTHSC-H Costs** to **UTHSC-H**.
- 3.03 Except as defined under this Article III, **Sudhir Paul** has no further obligations to **Yasuhiro Nishiyama**.

ARTICLE IV - PATENT PROSECUTION

- 4.01 Patent Prosecution and Maintenance. At the request of **Sudhir Paul, Yasuhiro Nishiyama** shall cooperate and participate in the preparation of any patent applications, responses, actions or other communication due to the U.S. and foreign Patent and Trademark Offices for said applications.

ARTICLE V - RELATIONSHIP BETWEEN THE PARTIES

- 5.01 Independent Contractor. Except for any assignment rights granted herein, the following shall apply in order to fully distinguish each **Party** as an independent contractor under the law. Each **Party** is and shall remain an independent contractor and neither **Party** shall act as an agent, legal representative, partner or joint venture of the other **Party** for any purpose whatsoever and the employees of one shall not be deemed to be the employees of the other. No **Party** shall have any right, power, or authority to make any contract or other agreement or to assume or create any obligation or responsibility, express or implied on behalf of or in the name of the other **Party**, or to bind the other **Party** in any way. No **Party** to this **Agreement** shall represent to any person that such **Party** has any such right, power or authority. This **Agreement** is not intended to constitute, create, give effect to, or otherwise contemplate a joint venture, partnership, or formal business entity of any kind.

ARTICLE VI - TERMINATION OF AGREEMENT

- 6.01 Term. The term of this **Agreement** shall be from the **Effective Date** to the expiration of the last to expire patent comprising **Invention**.

ARTICLE VII - CONFIDENTIAL INFORMATION

- 7.01 Confidential Information. Each party shall hold the other parties' proprietary business and patent prosecution information in confidence. Nothing in this **Agreement** in any way restricts or impairs the right of any party to use, disclose or otherwise deal with any information or data that: i.) recipient can demonstrate by written records was previously known to it; ii.) is now, or becomes in the future, public knowledge other than through acts or omissions of recipient; iii.) is lawfully obtained without restrictions by recipient from sources independent of the disclosing party; iv.) was made independently without the use of proprietary information received hereunder; or v.) is required by law to be disclosed. The confidentiality obligations of the recipient under these terms shall remain in effect for five (5) years from the termination date of this **Agreement**.

ARTICLE VIII - ALTERNATE DISPUTE RESOLUTION

8.01 Any dispute or controversy arising out of or relating to this **Agreement**, its construction or its actual or alleged breach may be decided by mediation. If the mediation does not result in a resolution of such dispute or controversy, it may be finally decided by an appropriate method of alternate dispute resolution, including without limitation, arbitration, conducted in the city of Houston, Texas in accordance with the Licensing Agreement Arbitration Rules of the American Arbitration Association. The arbitration panel will include members knowledgeable in the field of the technology. Judgment upon the award rendered may be entered in the highest court or forum having jurisdiction, state or federal. The provisions of this Article 8 will not apply to decisions on the validity of patent claims or to any dispute or controversy as to which any treaty or law prohibits such arbitration. The decision of the arbitration must be sanctioned by a court of law having jurisdiction to be binding upon and enforceable by the parties. The use of any method of alternative dispute resolution will not be construed by either party in a manner that would adversely affect the other party's rights in court. Nothing in this section will prevent one party from resorting to judicial proceedings if good faith efforts to resolve a dispute have been unsuccessful or if injunctive relief is necessary to prevent serious and irreparable harm to one party or third parties.

ARTICLE IX - NOTICES

9.01 Notices, Payments, notices, or other communications required by this **Agreement** shall be sufficiently made or given if mailed by certified First Class United States mail, postage prepaid, or by commercial carrier (Federal Express, Airborne Express, etc.) when such carrier maintains record of delivery, addressed to the address stated below, or to the last address specified in writing by the intended recipient.

If to **Yasuhiro Nishiyama**: Yasuhiro Nishiyama
7675 Phoenix Drive, Apt 901
Houston, TX 77030

If to **Sudhir Paul**: Sudhir Paul
2323 Reflection Court
Missouri City, TX 77459

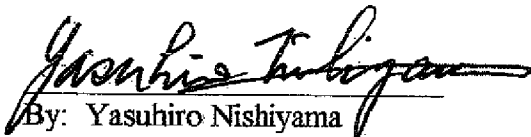
ARTICLE X - MISCELLANEOUS PROVISIONS

10.01 Entire Agreement. This **Agreement** contains the entire agreement among the **Parties**, and supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of the **Agreement**, including the agreement between Yasuhiro Nishiyama and Coimmune Inc signed on August 2, 2006 entitled "Agreement for Foreign Rights". Yasuhiro


Nishiyama acknowledges that no consideration will be due to him from Coimmune Inc under said August 2, 2006 agreement entitled "Agreement for Foreign Rights" upon execution of the present AGREEMENT. No amendment or modification of this Agreement shall be effective unless set forth in writing executed by duly authorized representatives of each Party.

- 10.02 Assignment. This Agreement shall not be assigned in whole or in part by any of the Parties without prior written consent of the other Parties.
- 10.03 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- 10.04 Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 10.05 Counterparts. This Agreement may be executed in duplicate counterparts, which taken together shall constitute one single agreement between the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this to be executed by their duly authorized representatives.

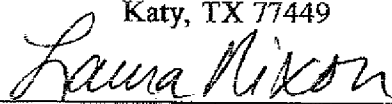

By: Yasuhiro Nishiyama

Date: 12/11/2008


By: Sudhir Paul

Date: 12-11-08

Witness: Laura Nixon
3314 Silverside Dr.
Katy, TX 77449


By: Laura Nixon

Date: 12-11-08

Appendix A

<u>Patent Number, or Application Number or Provisional Number</u>	<u>Title</u>	<u>Inventor(s)</u>	<u>Corresponding PCT Application Previously Assigned (See Appendix B Assignment Agreement, Attachment A)</u>
10/581,294 claiming priority to provisional application numbers 60/458,063, and 60/534,689	"Proteolytic and Covalent Antibodies"	Paul, Sudhir; & Nishiyama, Yasuhiro	PCT/US2004/009398
10/581,296 claiming priority to provisional patent application number 60/457,293	"Covalent Attachment of Ligands, to Nucleophilic Proteins Guided by Non-Covalent Binding"	Paul, Sudhir; & Nishiyama, Yasuhiro	PCT/US2004/009399
PCT/US2008/05221 Claiming priority to provisional patent application, 60/913,335	Immunoglobulins Directed to Endogenous Bacterial, Viral, and Endogenous Polypeptides Which claims priority to provisional patent application no. 60/913,335 entitled "Catalytic and Covalent Antibodies to Bacterial, Viral, and Endogenous Polypeptides"	Paul, Sudhir; Nishiyama, Yasuhiro; Taguchi, Hiroaki; Planque, Stephanie; Smith, Keri; & Brown, Eric	N/A
6,855,804	Covalently Reactive Transition State Analogs and Methods of use thereof	Paul, Sudhir; & Nishiyama, Yasuhiro	N/A
10/930,548 (div of '804)	Covalently Reactive Transition State Analogs and Methods of use thereof	Paul, Sudhir; & Nishiyama, Yasuhiro	N/A
PCT/US07/023687 and 11/983,592 claiming priority to provisional application 60/857,764,	"Binary Epitope Antibodies and B Cell Superantigen Immune Stimulants" which claims priority to provisional patent 60/857,764 entitled "HIV Superantigen Immune Stimulants and Antibodies"	Paul, Sudhir; Nishiyama, Yasuhiro; & Planque, Stephanie	N/A

Appendix B
Assignment Agreement