

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Eidgenossische Technische Hochschule Zurich	03/26/2009
RECEIVING PARTY DATA	
Name:	Philogen S.p.A.
Street Address:	La Lizza 7
Internal Address:	53100
City:	Siena
State/Country:	ITALY
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13139655
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ATTORNEY DOCKET NUMBER:	0380-P05330US00
NAME OF SUBMITTER:	Kathleen D. Rigaut, Ph.D., J.D.
Total Attachments: 5 source=5330US00_Assignment#page1.tif source=5330US00_Assignment#page2.tif source=5330US00_Assignment#page3.tif source=5330US00_Assignment#page4.tif source=5330US00_Assignment#page5.tif	

CH \$40.00 13139655

**ASSIGNMENT OF INVENTION
AND RELATED INTELLECTUAL PROPERTY RIGHTS**

Parties:

1 'The Inventors'

Dario Neri

of ETH-Hönggerberg, Institut für Pharmazeutische Wissenschaften, Wolfgang-Pauli-Str. 10, 8093 Zürich, Switzerland

Marta Pedretti

of ETH-Hönggerberg, Institut für Pharmazeutische Wissenschaften, Wolfgang-Pauli-Str. 10, 8093 Zürich, Switzerland

2 'The University'

Eidgenössische Technische Hochschule Zürich

of HG, Raemistrasse 101, 8092 Zurich, Switzerland

3 'The Assignee'

Philogen S.p.A.

(a corporation organised under the laws of Italy)

of La Lizza 7, 53100, Siena, Italy

Recitals:

(A) The Inventors are the joint inventors of the invention or inventions entitled "Immunocytokines For Tumour Therapy With Chemotherapeutic Agents" (hereinafter referred to as "the Invention") the specification of which was filed on 19 December 2008 in the USPTO and provisionally assigned United States Provisional Patent Application No. 61/139,484 (hereinafter referred to as "the Application").

(B) The Inventors are (and were at all material times) employed by the University to carry out the research from which the Invention arose.

(C) The Inventors have agreed to execute this Assignment in order to confirm and ensure that, as between them and the University, their contributions to the Invention belong to the University.

(D) The Invention arose out of a research and development programme conducted by the University and the Assignee which is the subject of an Agreement between them dated 5 November 2008 ("the RDA").

(E) In pursuance of the RDA the University has agreed to execute this Assignment in order to confirm and ensure that the contributions to the Invention made by the Inventors belong to the Assignee.

(F) The Application has been filed in the name of the Inventors, as required by US law.

(G) The Inventors and the University have agreed to execute this Assignment of all their respective rights title and interest in to and under the Application to the Assignee.

Operative provisions:

1 In consideration for the payment of £1.00 by the University to each of the Inventors (the receipt and adequacy of which are hereby acknowledged) the Inventors hereby sell and assign to the University absolutely and free from incumbrances all their rights title and interest in Canada and the United States and all other countries of the world in to and under the Invention.

2 In consideration for the payment of £1.00 by the Assignee to the University (the receipt and adequacy of which are hereby acknowledged) the University hereby sells and assigns to the Assignee absolutely and free from incumbrances all its rights title and interest in Canada and the United States and all other countries of the world in to and under the Invention.

3.1 In consideration for the payment of £1.00 by the Assignee to the Inventors and the University (the receipt and adequacy of which are hereby acknowledged) the Inventors and the University hereby sell and assign to the Assignee absolutely and free from incumbrances all their rights title and interest in to and under the Application including any divisionals, continuations, continuations-in-part, re-issues, re-examinations, renewals, and extensions thereof, and the right to apply for prosecute and obtain patent and other industrial property protection throughout the world in respect of the invention or inventions which are the subject of the Application, and the right to claim priority from the Application in any and all such applications, and all such rights title and interest in to and under all such applications as they each may own (if any), and any and all patents that may be granted pursuant to any of the aforesaid applications for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates, and including all rights and powers arising or accrued from any of the aforesaid patents and applications including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof and to retain any damages obtained as a result of such action; the said interest being the entire ownership of all said Letters Patent when granted, to be held and enjoyed by the Assignee to the full end of the term for which the said Letters Patent may be granted, as fully and entirely as the same

would have been held and enjoyed by the Inventors or by the University if this assignment had not been made.

3.2 The Inventors and the University authorize and request the Commissioner of Patents to issue the said Letters Patent to the Assignee.

3.3 For the consideration aforesaid, the Inventors and the University agree that they will, upon request, communicate to the Assignee or the representatives thereof any facts known to them respecting the invention or improvements of the Application, and will, upon request, but without expense to the Inventors, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue, re-examination, renewal and extension applications, and generally do all other and further lawful acts deemed necessary or expedient by the Assignee or by counsel for the Assignee to assist or enable the Assignee to obtain and enforce full benefits from the rights and interests herein assigned.

4 The Inventors and the University hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any future patent applications in Canada or the United States or any other countries or regions of the world which shall fall within the scope of clause 3 above, as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other Patent Office for recordation of this document. It is understood and agreed that the Assignee's attorneys Mewburn Ellis LLP have represented only the Assignee and will continue to represent only the Assignee with respect to this invention.

5 The University and the Inventors hereby UNDERTAKE that at the request and cost of the Assignee or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to the Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning the Invention or any application for patent or other intellectual property protection for the Invention or any intellectual property protection granted pursuant to any such application.

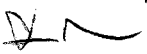
6 The University and the Inventors hereby request the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of the Assignee or its successors or assigns in accordance with this assignment.

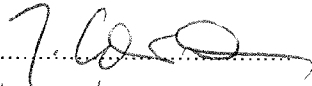
7 This assignment and undertaking shall be binding upon the University's and the Inventors' heirs, executors, administrators, successors and/or assigns and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Assignee.

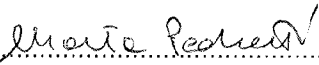
AS WITNESS the signatures of (or of duly authorised officers of) the parties hereto

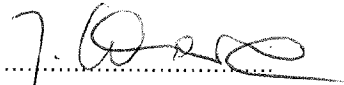
SCHEDULE
The Patent Application

US Provisional Patent Application Serial No. 61/139,484

SIGNED by **DARIO NERI**)
at: Zürich)
on: 9/3/2009) Signature: 
in the presence of:)

Witness
Signature: 
Name: Jörg Scheuermann
Address: Wolfgang-Pauli-Str. 19, 8093 Zürich

SIGNED by **MARTA PEDRETTI**)
at: Zürich)
on: 6.10.3/2009) Signature: 
in the presence of:)

Witness
Signature: 
Name: Jörg Scheuermann
Address: Wolfgang-Pauli-Str. 19, 8093 Zürich

SIGNED for and on behalf of)
Eidgenössische Technische)
Hochschule Zürich)
at: Zürich)
on: 26.3.2009)
in the presence of:)

Witness

Signature: C. Schütt

Name: Dr. Corina Schütt
Technology Manager ETH Zurich
Address:

Signature:

Name: Prof. Dr. Peter Chen
Position: Vice President Research and
Corporate Relations
ETH Zurich

SIGNED for and on behalf of)
Philogen S.p.A.)
at: SIENA)
on: 11 MARCH 2009)
in the presence of:)

Witness

Signature: Barbara Laura Federica Zahmitti

Name: BARBARA LAURA FEDERICA ZAHMITTI
Address: LA LIZZA 7
53100 SIENA
ITALY

Signature:

Name: GIOVANNI NERI
Position: HEAD OF IP RIGHTS