

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Claire Y.H. Kinney	05/07/2009
Eric Thomas Beck	05/06/2009
Richard M. Kinney	05/06/2009
<b>RECEIVING PARTY DATA</b>	
Name:	The Government of the United States of America as represented by the Secretary of the Department of Health and Human Services, Centers for Disease Control and Prevention
Street Address:	4770 Buford Highway (K-79)
Internal Address:	Office of Technology Transfer
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30341
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12990322
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(503)595-5301
Phone:	(503) 595-5300
Email:	susan.graf@klarquist.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Klarquist Sparkman, LLP
Address Line 1:	121 SW Salmon Street
Address Line 2:	One World Trade Center, Suite 1600
Address Line 4:	Portland, OREGON 97204
ATTORNEY DOCKET NUMBER:	6395-80785-08
NAME OF SUBMITTER:	Susan W. Graf

**PATENT**

**501668995**

**REEL: 026957 FRAME: 0587**

**CH \$40.00 12990322**

Total Attachments: 6

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**PATENT**

**REEL: 026957 FRAME: 0588**

## ASSIGNMENT

We, Claire Y. H. Kinney, of Fort Collins, Colorado, a citizen of the United States of America, Eric Thomas Beck, of Whitefish Bay, Wisconsin, a citizen of the United States of America, and Richard M. Kinney, of Fort Collins, Colorado have co-invented ENGINEERED, CHIMERIC WEST NILE/DENGUE VIRUSES. This is an Assignment of the following rights, title and interest:

- ☒ United States of America rights, title and interest in the invention.
- ☒ Foreign rights, title and interest in the invention.
- ☒ United States Provisional Patent Application Serial No. 61/049,342 filed on April 30, 2008.
- ☒ International PCT Patent Application Serial No. PCT/US2009/041824 filed on April 27, 2009.

This Assignment is effective as of April 27, 2009.

We were employed by the Department of Health and Human Services at the time the invention was made. The conditions under which said invention was made are such as to entitle the Government of the United States of America under Paragraph 1(a) of Executive Order 10096, to the entire right, title, and interest in the invention, in the United States and all other countries throughout the world.

In consideration of our obligations under Executive Order 10096, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we the undersigned, have voluntarily sold, assigned, and transferred and do voluntarily sell, assign, and transfer to The Government of the United States of America as represented by the Secretary of the Department of Health and Human Services, Centers for Disease Control and Prevention (hereinafter THE GOVERNMENT), and successors and assigns, our full and exclusive right, title, and interest in the patent application and invention throughout the United States of America, its territories and dependencies, and all other countries. This includes an assignment of all Letters Patent that may be granted on the invention in the United States of America and all countries throughout the world, and any divisional, renewal, continuation in whole or in part, substitution, conversion, reexamination, reissue, prolongation or extension thereof; and the right to claim priority from the patent application as provided for by United States law, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, or other applicable law.

We authorize and request the issuance of said Letters Patent to THE GOVERNMENT, as assignee of our entire right, title, and interest to be held as fully and entirely as the same would have been held by us had this assignment not been made.

We warrant that there are no outstanding assignments, grants, liens, encumbrances, or agreements either written, oral, or implied that will impair, diminish, limit, or abridge the interest herein conveyed at the time of the execution of the present assignment.

We also agree upon reasonable request to communicate to THE GOVERNMENT, its

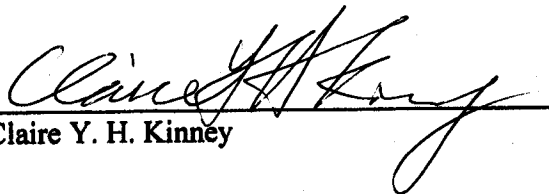
representatives, assigns or agents, any facts known to us respecting the invention, and to testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, provide all requested documents, and do everything reasonably possible to aid THE GOVERNMENT and its assigns to obtain and enforce proper patent protection for the invention in the United States or any foreign country. These provisions are binding upon our heirs, legal representatives, administrators and assigns.

We have authorized THE GOVERNMENT to file and prosecute this patent application, as well as any corresponding international or national applications that claim priority from it. THE GOVERNMENT has the right to select attorneys or agents of its choice to prosecute at its discretion these applications on its behalf.

We grant the law firm of Klarquist Sparkman, LLP, the power to insert on this Assignment any further information that may be necessary or desirable in order to comply with all applicable legal requirements, including the rules of the United States Patent and Trademark Office, for submitting and recording this document.

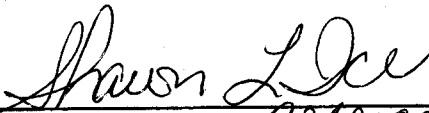
IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Dated: 05-07-2009

  
\_\_\_\_\_  
Claire Y. H. Kinney

STATE OF Colorado )  
COUNTY OF Sumner ) ss.

This 7<sup>th</sup> day of May, 2009, before me personally came the above-named Claire Y. H. Kinney, who executed the foregoing Assignment in my presence, and who acknowledged to me that this instrument was executed by Claire Y. H. Kinney's own free will for the purpose set forth therein.

  
\_\_\_\_\_  
Notary Public for Colorado  
My commission expires: 7-11-09

[SEAL]

Dated: \_\_\_\_\_

Eric Thomas Beck

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came the above-named Eric Thomas Beck, who executed the foregoing Assignment in my presence, and who acknowledged to me that this instrument was executed by Eric Thomas Beck's own free will for the purpose set forth therein.

Notary Public for \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

Dated: 06-May-2009

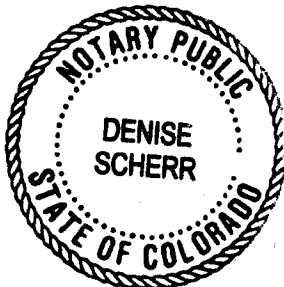
Richard M. Kinney  
Richard M. Kinney

STATE OF Colorado )

) ss.

COUNTY OF Lakimer )

This 6<sup>th</sup> day of May, 2009, before me personally came the above-named Richard M. Kinney, who executed the foregoing Assignment in my presence, and who acknowledged to me that this instrument was executed by Richard M. Kinney's own free will for the purpose set forth therein.



My Comm Exp. 09-08-2012

[SEAL]

[Signature]  
Notary Public for First National Bank  
My commission expires: September 8, 2012

## ASSIGNMENT

We, Claire Y. H. Kinney, of Fort Collins, Colorado, a citizen of the United States of America, Eric Thomas Beck, of Whitefish Bay, Wisconsin, a citizen of the United States of America, and Richard M. Kinney, of Fort Collins, Colorado have co-invented ENGINEERED, CHIMERIC WEST NILE/DENGUE VIRUSES. This is an Assignment of the following rights, title and interest:

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We were employed by the Department of Health and Human Services at the time the invention was made. The conditions under which said invention was made are such as to entitle the Government of the United States of America under Paragraph 1(a) of Executive Order 10096, to the entire right, title, and interest in the invention, in the United States and all other countries throughout the world.

In consideration of our obligations under Executive Order 10096, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we the undersigned, have voluntarily sold, assigned, and transferred and do voluntarily sell, assign, and transfer to The Government of the United States of America as represented by the Secretary of the Department of Health and Human Services, Centers for Disease Control and Prevention (hereinafter THE GOVERNMENT), and successors and assigns, our full and exclusive right, title, and interest in the patent application and invention throughout the United States of America, its territories and dependencies, and all other countries. This includes an assignment of all Letters Patent that may be granted on the invention in the United States of America and all countries throughout the world, and any divisional, renewal, continuation in whole or in part, substitution, conversion, reexamination, reissue, prolongation or extension thereof; and the right to claim priority from the patent application as provided for by United States law, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, or other applicable law.

We authorize and request the issuance of said Letters Patent to THE GOVERNMENT, as assignee of our entire right, title, and interest to be held as fully and entirely as the same would have been held by us had this assignment not been made.

We warrant that there are no outstanding assignments, grants, liens, encumbrances, or agreements either written, oral, or implied that will impair, diminish, limit, or abridge the interest herein conveyed at the time of the execution of the present assignment.

We also agree upon reasonable request to communicate to THE GOVERNMENT, its

**PATENT**  
**REEL: 026957 FRAME: 0593**

Dated: 5/6/09

E. Th. Beck  
Eric Thomas Beck

STATE OF Wi)  
COUNTY OF Milwaukee) ss.

This 6 day of May, 2009, before me personally came the above-named Eric Thomas Beck, who executed the foregoing Assignment in my presence, and who acknowledged to me that this instrument was executed by Eric Thomas Beck's own free will for the purpose set forth therein.

Gloria J. Jensen  
Notary Public for Wi  
My commission expires: 11-07-2010

[SEAL]

Dated: \_\_\_\_\_

\_\_\_\_\_  
Richard M. Kinney

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_) ss.

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came the above-named Richard M. Kinney, who executed the foregoing Assignment in my presence, and who acknowledged to me that this instrument was executed by Richard M. Kinney's own free will for the purpose set forth therein.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]