

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Yale University</td> <td>03/03/2010</td> </tr> </tbody> </table>		Name	Execution Date	Yale University	03/03/2010						
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Albert B. Deisseroth</td> </tr> <tr> <td>Street Address:</td> <td>11609 Deborah Drive</td> </tr> <tr> <td>City:</td> <td>Potomac</td> </tr> <tr> <td>State/Country:</td> <td>MARYLAND</td> </tr> <tr> <td>Postal Code:</td> <td>20954</td> </tr> </table>		Name:	Albert B. Deisseroth	Street Address:	11609 Deborah Drive	City:	Potomac	State/Country:	MARYLAND	Postal Code:	20954
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<table border="1"> <tr> <td>Name:</td> <td>Lixin Zhang</td> </tr> <tr> <td>Street Address:</td> <td>4045 Linkwood Drive</td> </tr> <tr> <td>City:</td> <td>Houston</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>77025</td> </tr> </table>		Name:	Lixin Zhang	Street Address:	4045 Linkwood Drive	City:	Houston	State/Country:	TEXAS	Postal Code:	77025
Name:	Lixin Zhang										
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City:	Houston										
State/Country:	TEXAS										
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PROPERTY NUMBERS Total: 1											
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Application Number:	13549581										
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NAME OF SUBMITTER:	Glenn Snyder
Total Attachments: 2 source=Assignment2#page1.tif source=Assignment2#page2.tif	

YALE UNIVERSITY

RELEASE TO INVENTORS
AND ASSIGNMENT OF RIGHT TO ROYALTIES

WHEREAS, Albert Deisseroth and Lixin Zhang, (the "INVENTORS"), disclosed an invention entitled "Adenoviral Vector Vaccine" as disclosed to the Office of Cooperative Research (the "INVENTION"); and made the subject of US Patent Application number 10/534,605 and corresponding foreign patent applications; and

WHEREAS, the said INVENTION was conceived and first reduced to practice under the auspices of Yale University, a corporation organized and existing under and by virtue of a charter granted by the general assembly of the Colony and State of Connecticut and located in New Haven, Connecticut ("YALE"); and

WHEREAS, the rights of the INVENTORS and YALE in the invention are governed by the terms of the Yale University Patent Policy, as approved by the Yale Corporation in June of 1988 and revised in February of 1998; and

WHEREAS, pursuant to paragraph 3(a) of the Yale University Patent Policy, YALE has determined that it does not wish to participate in the licensing of the INVENTION, and that it is willing to release to the INVENTORS YALE'S interest therein, subject to YALE retaining a non-exclusive, royalty free license to use the INVENTION in its own research and subject to INVENTORS agreement to assign to YALE the right to receive thirty percent (30%) of all net income therefrom; and

NOW, THEREFORE, in consideration of the mutual provisions of the Yale University Patent Policy and this agreement, the parties hereto do agree as follows:

1. YALE hereby retains a paid-up, non-exclusive, irrevocable license to practice the INVENTION described in the claims of the "PATENTS" (defined below) in its own research and for educational purposes and/or for academic research or other not-for-profit scholarly purposes which are undertaken at any academic, non-profit, or governmental institution, and that does not use the INVENTION in the production or manufacture of products for sale or the performance of services for a fee. YALE hereby releases and transfers to the INVENTORS, all of its remaining rights and interest in and to the INVENTION and in and to any and all patents, whether United States or foreign, which at any time may be granted therefor, including any and all renewals, reissues and prolongations thereof (the "PATENTS").

2. The INVENTORS hereby assign YALE thirty percent (30%) of all the net income received from the INVENTION. For purposes of this agreement, the term "net income received from the INVENTION" shall mean any and all amounts due or received by the INVENTOR or his/her heirs, executors, administrators or assignees (other than assignees who pay the INVENTOR fair value for the assignment) for or in consideration of the use, license, sublicense, sale, assignment or transfer of the INVENTION or any of the PATENTS, less legal expenses reasonably incurred through outside counsel by the INVENTOR in obtaining the PATENTS and in licensing, sublicensing, selling, assigning or transferring the INVENTION or the PATENTS. The INVENTOR agrees, on behalf of himself and his heirs, executors, administrators and assigns, to provide to YALE an annual report concerning the patenting, use, licensing, sublicensing, sale, transfer or assignment of the INVENTION and the PATENTS, the terms thereof and the amounts due the

EXHIBITORY and N.W.C. Exhibits, and such other information as V.A.L.E. may occasionally require from time to time.

IN WITNESS WHEREOF, the true and correct contents have been duly certified by V.A.L.E. and the INVENTORS as of the date hereof set forth below.

Allen Exhibits

Signature [Handwritten Signature]
Date 12/28/2010

John / Mary

Signature [Handwritten Signature]
Date 2/16/2010

John University

Signature [Handwritten Signature]
Print Name John / Mary / John / Mary
Title Managing Director, Office of Cooperative Research
Date 3 MAR 2010