

## PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## CONVEYING PARTY DATA

Name	Execution Date
Scott PETERSON	02/27/2012
Linda PESTANO	02/29/2012
Jeffrey MILLARD	02/28/2012
Diana F. HAUSMAN	02/27/2012
Sandy KOPPENOL	02/27/2012
Robert KIRKMAN	07/02/2012

## RECEIVING PARTY DATA

Name:	Oncothyreon Inc.
Street Address:	2601 Fourth Avenue
Internal Address:	Suite 500
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98121

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13553061

## CORRESPONDENCE DATA

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 Email: mhostetler@wsgr.com, patentdocket@wsgr.com,  
 rdotson@wsgr.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Wilson Sonsini Goodrich & Rosati  
 Address Line 1: 650 Page Mill Road  
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CH \$40.00 13553061

ATTORNEY DOCKET NUMBER:	34395-826.301
NAME OF SUBMITTER:	Rose Dotson
<b>Total Attachments: 2</b> source=Oncothyreon-34395-826-301-Signed-Assignment#page1.tif source=Oncothyreon-34395-826-301-Signed-Assignment#page2.tif	

**PATENT**  
**REEL: 028601 FRAME: 0752**

## PATENT ASSIGNMENT

Docket Number 34395-826.201

WHEREAS, the undersigned:

- |  |  |  |
|--|--|--|
| 1. PETERSON, Scott<br>15003 223 <sup>rd</sup> Avenue NE<br>Woodinville, WA 98077 | 2. PESTANO, Linda<br>11630 North Dragoon Springs Drive<br>Tucson, AZ 85737           | 3. MILLARD, Jeffrey<br>7316 Jones Avenue NW<br>Seattle, WA 98117             |
| 4. HAUSMAN, Diana F.<br>2339 Federal Avenue E<br>Seattle, WA 98102               | 5. KOPPENOL, Sandy<br>16027 36 <sup>th</sup> Avenue NE<br>Lake Forest Park, WA 98155 | 6. KIRKMAN, Robert<br>4439 95 <sup>th</sup> Avenue<br>Yarrow Point, WA 98004 |

(hereinafter "Inventor(s)," have invented certain new and useful improvements in

**MUC1 BASED GLYCOLIPOPEPTIDE VACCINE WITH ADJUVANT**

- for which a United States patent application is executed on even date herewith;  
 for which Application No. 13/403,672 was filed on February 23, 2012 in the United States Patent Office;  
 for which Application No. \_\_\_\_\_ was filed on \_\_\_\_\_ in the U.S. Receiving Office of the Patent Cooperation Treaty;  
 for which Application No. \_\_\_\_\_ was filed on \_\_\_\_\_ in the \_\_\_\_\_ Patent Office; and/or  
 for which an application was filed upon which a United States Patent issued on \_\_\_\_\_ as U.S. Patent No. \_\_\_\_\_

(hereinafter "Application(s)").

WHEREAS, Oncoimmune Inc., a corporation of the State of Delaware, having a place of business at 2601 Fourth Avenue, Suite 500, Seattle, WA 98121, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions and said Applications, including the right to claim priority to said Inventions and said Applications; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall insure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 27 Feb 2012

Scott PETERSON

Date: 28 Feb 2012

Jeffrey MILLARD

Date: 27 Feb 2012

Sandy KOPPENOL

Date: \_\_\_\_\_

Linda PESTANO

Date: 2/27/12

Diana F. HAUSMAN

Date: \_\_\_\_\_

Robert KIRKMAN

PATENT ASSIGNMENT		Docket Number 34395-826-201
<p>WHEREAS, the undersigned:</p> <p>1. PETERSON, Sean 18803 227<sup>th</sup> Avenue NE Woodinville, WA 98077</p> <p>2. PESTANO, Luis 11620 North Desert Sage Drive Tucson, AZ 85737</p> <p>3. MILLARD, Jeffrey 7316 Jones Avenue NW Sammamish, WA 98077</p> <p>4. HALSMAN, Diana P. 2338 Federal Avenue E Seattle, WA 98102</p> <p>5. ROTTENBERG, Sandy 16027 34<sup>th</sup> Avenue NE Lake Forest Park, WA 98133</p> <p>6. KIRKMAN, Robert 4429 57<sup>th</sup> Avenue Yellow Point, WA 98004</p>		
<p>(hereinafter "Inventor(s)"), have invented certain new and useful improvements in</p> <p style="text-align: center;"><b>MUCI BASED GLYCOPROTEIN VACCINE WITH ADJUVANT</b></p> <p><input type="checkbox"/> for which a United States patent application is currently on issue date hereof;</p> <p><input checked="" type="checkbox"/> for which Application No. 13/2821,622 was filed on February 23, 2012 in the United States Patent Office;</p> <p><input type="checkbox"/> for which Application No. _____ was filed on _____ in the U.S. Patent Office or the Patent Cooperation Treaty;</p> <p><input type="checkbox"/> for which Application No. _____ was filed on _____ in the _____ Patent Office, and/or</p> <p><input type="checkbox"/> for which an application was filed upon which a United States Patent issued on _____ as U.S. Patent No. _____ (hereinafter "Application(s)").</p>		
<p>WHEREAS, Chembioscience Inc., a corporation of the State of Delaware, having a place of business at 2601 Finch Avenue, Suite 500, Burnaby, BC V5A 1L2, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in all continuations of the invention, therefore consented, made or otherwise, whatever form(s) it may appear, by said Inventor(s) (hereinafter collectively referred to as "Invention(s)", and in and to any and all patents, licenses, certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.</p>		
<p>NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:</p>		
<p>1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Invention(s) and said Application(s), including the right to claim priority to said Invention(s) and said Application(s); (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Patent Cooperation Treaty or the Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Invention(s) in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including such and every application filed and any and all Patent(s) granted on any application which is a divisional, continuation, continuation-in-part or reissue of any of said Application(s); and (d) in and to each and every release, renunciation, or extinguishment of any of said Patent(s).</p>		
<p>2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to apply to the Patent Office the following prior art which is held by said Inventor(s) and is not otherwise available to the Patent Office: (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Invention(s); (c) for filing and prosecuting continuation, continuing or additional applications covering said Invention(s); (d) for filing and prosecuting applications for reissues of any and all Patent(s); (e) for interference or other priority proceedings involving said Invention(s); and (f) for legal proceedings involving said Invention(s) and any application, priority, patent or proceeding, including written oppositions, reissues and cancellations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and other actions; provided, however, that the expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.</p>		
<p>3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.</p>		
<p>4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.</p>		
<p>5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.</p>		
<p>6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.</p>		
<p>IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the date written below:</p>		
<p>Date: 27 Feb 2012 Date: 28 Feb 2012 Date: 27 Feb 2012</p> <p>Sean P. Peterson Jeffrey Millard Sandy Rottengerg</p>	<p>Date: 29 Feb 2012 Date: 28 Feb 2012 Date: 1 Mar 2012</p> <p>Robert Kirkman</p>	