

## 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>Peter Palese</td> <td>02/29/2012</td> </tr> <tr> <td>Adolfo Garcia-Sastre</td> <td>02/29/2012</td> </tr> <tr> <td>Qinshan Gao</td> <td>02/29/2012</td> </tr> </tbody> </table>		Name	Execution Date	Peter Palese	02/29/2012	Adolfo Garcia-Sastre	02/29/2012	Qinshan Gao	02/29/2012
Name	Execution Date								
Peter Palese	02/29/2012								
Adolfo Garcia-Sastre	02/29/2012								
Qinshan Gao	02/29/2012								
RECEIVING PARTY DATA									
Name:	Mount Sinai School of Medicine								
Street Address:	One Gustave L. Levy Place								
City:	New York								
State/Country:	NEW YORK								
Postal Code:	10029								
PROPERTY NUMBERS Total: 1									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13387485</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13387485				
Property Type	Number								
Application Number:	13387485								
CORRESPONDENCE DATA									
Fax Number:	2127557306								
Phone:	212-326-3939								
Email:	cmaguayo@jonesday.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:	Jones Day								
Address Line 1:	222 East 41st Street								
Address Line 4:	New York, NEW YORK 10017-6702								
ATTORNEY DOCKET NUMBER:	6923-157-999								
NAME OF SUBMITTER:	Laura A. Coruzzi								
Total Attachments: 3 source=Assignment_for_Application_No_13387485#page1.tif source=Assignment_for_Application_No_13387485#page2.tif source=Assignment_for_Application_No_13387485#page3.tif									

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### PATENT ASSIGNMENT

Peter Pelese, residing at 414 Highwood Avenue, Leonia, NJ 07806,  
Adolfo Garcia-Sastre, residing at 10 E94th Street, New York, N.Y. 10128, and  
Qinshan Gao, residing at 162 East 100 Street, New York, N.Y. 10029, (referred  
to as "Assignor(s)") has made an invention(s) (the "Invention(s)") set forth in an  
application for patent of the United States entitled:

INFLUENZA VIRUSES AND USES THEREOF

[Title of Invention]

and which is a

- (1)  provisional application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. \_\_\_\_\_,  
and filed on \_\_\_\_\_; or
- (2)  non-provisional application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. 13/387,485,  
and filed on \_\_\_\_\_.

WHEREAS MOUNT SINAI SCHOOL OF MEDICINE, an academic institution organized under the laws of New York, having a place of business at One Gustave L. Levy Place, New York, NY 10029, United States; and its successors and assigns (collectively hereinafter called "the Assignee"), is desirous of acquiring the entire right, title, and interest in; the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignors have not done so already via a prior agreement with the Assignee, or if the Assignors have already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its



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successors, legal representatives, and assigns, the Assignors' entire right, title, and interest in:

- (a) the invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) - (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made.

The Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that the Assignors will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.



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The Assignors hereby authorize and request the attorneys of

Jones Day (Attorney Docket No. 6923-157-999)

to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignors hereby request the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

I hereby declare subject to the penalty of perjury that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true.

Date:

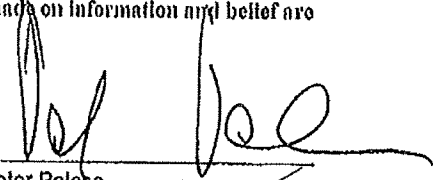
2/29/2012

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Peter Palese

  
Adolfo Garcia-Sastre

  
Qingshan Gao