

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Alexander GAIGER MD	11/27/2002
RECEIVING PARTY DATA	
Name:	CORIXA CORPORATION
Street Address:	1124 Columbia Street
Internal Address:	Suite 200
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7655249
CORRESPONDENCE DATA	
Fax Number:	9194837977
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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ATTORNEY DOCKET NUMBER:	CRX610-1US
NAME OF SUBMITTER:	Julie McFalls
Total Attachments: 11 source=ASSIGNMENT_06_AUG_2012#page1.tif	

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CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the "Agreement") is made as of November 26, 2002, by and between Corixa Corporation, a Delaware corporation (the "Company"), and Alexander Gaiger, M.D. ("Consultant").

RECITALS

WHEREAS, Consultant and the Company were parties to a Consulting Agreement, dated April 1, 1998, as amended April 1, 1999 and October 1, 1999 (the "Prior Consulting Agreement");

WHEREAS, Consultant became an employee of the Company on August 31, 1999, and Consultant's employment with the Company terminated on November 26, 2002;

WHEREAS, Consultant and the Company are parties to an Exclusive License Agreement of even date herewith, pursuant to which Consultant granted to the Company an exclusive license under Consultant's rights in certain WT-1 vaccine patents and patent applications;

WHEREAS, Consultant possesses certain experience and ability relating to the Company's WT-1 vaccine development program and the Company desires to retain Consultant to provide services related thereto, as an independent contractor; and

WHEREAS, Consultant is willing to render such services to the Company pursuant to the terms of this Agreement;

NOW, THEREFORE, Consultant and the Company hereby agree as follows:

1. Description of Services. The Company hereby retains Consultant as a consultant and scientific advisor to the Company and Consultant hereby agrees to act in such capacities and to perform such services, and at such times, as are reasonably requested in writing by the Company (the "Services"), in the field of the Company's WT-1 vaccine development and commercialization program (the "Company's Field of Research"). Consultant shall not be required to perform more than two hundred (200) hours of Services during the Term, reasonably spaced throughout the one (1) year Term. All requests for Services by the Company to Consultant shall give Consultant a reasonable amount of time in which to complete such Services, keeping in mind that Consultant is a full-time employee of the University of Vienna and has obligations to the University of Vienna in addition to the Company. Whenever possible, the Company shall give Consultant five (5) weeks notice when travel is required. Except for Consultant's relationship with the Company and this Agreement, Attachments 1, 2 and 3 hereto set forth all of Consultant's (a) inventions made, conceived or reduced to practice prior to Consultant's performance of the Services, (b) consulting relationships as of the date first above written, and (c) agreements memorializing Consultant's other employment, consulting or advisory relationships as of the date first above written. Nothing in this Agreement provides or shall be deemed to provide Consultant a license to use or otherwise practice or disclose any intellectual property owned or controlled by the Company other than as may be necessary to perform any Services that have been expressly requested by the Company in writing.

2. Term and Expiration.

a. Term. This Agreement shall become effective on the date first written above (the "Effective Date"), and remain in effect for one (1) year thereafter, unless earlier terminated in accordance with Section 2(b) (the "Term").

b. Termination. Consultant may terminate this Agreement at any time upon thirty (30) days' written notice. The Company may terminate this Agreement at any time for Cause, which termination shall be effective immediately upon receipt of written notice by Consultant. Upon termination under this Section, all payments and obligations of the Parties under this Agreement shall immediately cease and expire. For purposes of this Agreement, "Cause" shall mean (a) Consultant's continued failure or refusal to perform the Services for a period of 20 days or more after receipt of notice of such nonperformance; (b) any violation of the Proprietary Information and Inventions Agreement, dated April 1, 1998, between Consultant and the Company; or (c) conviction of a felony.

3. Compensation.

a. Cash. The Company shall pay Consultant Thirty Thousand Dollars (\$30,000), payable in twelve (12) equal monthly installments during the Term, for Services rendered under this Agreement.

b. Equity. The outstanding options to purchase Thirty Six Thousand Five Hundred Sixty (36,560) shares of the Company's common stock that were granted to Consultant by Company during Consultant's employment by the Company shall continue to vest during the Term in accordance with the vesting schedule for such options, provided that any of such options that are not exercised by Consultant within ninety (90) days following the termination of Consultant's employment with the Company shall thereafter automatically be nonqualified stock options. Vesting of Consultant's options shall cease at the end of the Term. Consultant's right to exercise any vested options shall cease ninety (90) days after the end of the Term.

c. Post-Doctoral Funding. Provided Consultant fully performs his obligations throughout the Term, the Company shall fund for two years, commencing on the date of execution of an agreement for such funding with the University of Vienna (the "Funding Agreement"), at the rate of thirty-five thousand dollars (US \$35,000) per year, a post-doctoral fellow at the University of Vienna, Department of Hematology, provided that such post-doctoral fellow performs such services as may be requested by the Company in the areas of IHC, FACS and Real Time PCR during such two-year period. Up to five thousand dollars (US \$5,000) shall be paid by Corixa within twenty (20) days of execution of the Funding Agreement for the purpose of purchasing computer equipment for use by the post-doctoral fellow.

d. Clinical Trial Site. The Division of Hematology of the 1st Department of Internal Medicine, University of Vienna, shall participate as a Principal Investigator in any clinical studies conducted by Corixa or a Corixa sublicensee for a WT-1 vaccine (a "Corixa Sublicensee"), provided that (i) the financial and other terms of such participation are comparable to those of other European clinical sites; (ii) such participation does not create a material conflict of interest for Corixa, any Corixa Sublicensee or the University of Vienna; and (iii) the participation of the Division of Hematology of the 1st Department of Internal Medicine,

University of Vienna, in any clinical trial conducted by a Corixa Sublicensee shall be at the discretion of the Corixa Sublicensee, which will not be withheld if the University of Vienna terms are reasonable and comparable to those of other European clinical sites.

e. Publication Rights. Consultant shall have the right to publish research data generated in his laboratory while being employed by Corixa and while a consultant to Corixa under the Prior Consulting Agreement relating to the Company's Field of Research and the hematology antigen discovery program (lymphoma, myeloma and leukemia antigen discovery) provided that Consultant obtains in advance of any publication Corixa's written consent, which consent will not be unreasonably withheld. In the event Consultant desires to make such a publication, Consultant shall first confer with Dr. Martin Cheever, Corixa's Vice President, Medical Affairs. In the event Corixa agrees to such publication, Dr. Cheever shall provide Consultant with copies of such data that (i) was generated in Consultant's laboratory while being employed by Corixa relating to the hematology antigen discovery program (lymphoma, myeloma and leukemia antigen discovery) and/or the Company's Field of Research and (ii) will be needed by Consultant to generate such publication. Gaiger shall submit for review by Corixa any such publication, as publications are defined in Corixa's Publication Policy, a copy of which is attached hereto as Attachment 4, and incorporated herein by this reference, at least thirty (30) days before submission for publication. Consultant shall delay submission of any publication, at the request of Corixa, for up to an additional sixty (60) days after receipt by Corixa of the proposed publication, in order to permit filing of appropriate patent applications or, for a longer period of time if Corixa determines, based on sound business judgment, that such longer period of time is required to protect the business interests of Corixa.

4. Property of Company.

a. Definition. For the purposes of this Agreement, the term "Inventions" shall mean all discoveries, inventions, improvements, developments, products, processes, procedures, techniques, formulae, computer programs, drawings, designs, notes, documents, information and materials, whether or not protectable by copyright, patent or trademark or as a trade secret, to the extent made, conceived, developed or reduced to practice by Consultant, alone or with others, during Consultant's performance of the Services under this Agreement. Notwithstanding anything herein to the contrary, any and all patent applications that may be filed or patents that may issue after the date of this Agreement, solely to the extent that the subject matter recited within such application(s) or patent(s), on a claim-by-claim basis, lacks novelty over the invention described in the specification and claims of the originally filed U.S. Patent Application No. 09/164,223, and/or the invention described in the Invention Disclosure described in Attachment 1, are removed from the operation of this Agreement and are not subject to assignment to the Company pursuant to Section 4(b) of this Agreement.

b. Assignment of Ownership.

(i) Assignment. Consultant hereby irrevocably transfers and assigns to the Company any and all of his right, title and interest in and to any and all Inventions. Inventions shall be, to the extent permitted by law, "works made for hire." The Company shall have the sole right to determine the treatment of any Inventions, including the right to keep them as trade secrets, to file and execute patent applications on them, to use and disclose them without prior patent application, to file registrations for copyrights or trademarks on them in its own name, or to follow any other procedure that the Company deems appropriate. Should a dispute arise

between the Parties as to whether a given invention or discovery constitutes an Invention within the meaning of this Agreement, the rights granted to the Company by the Consultant under this Section, the Consultant's obligations under Section 1, and the Company's obligations pursuant to Section 3(a) hereof shall be suspended until an agreement is reached between the Parties about the status of the invention or discovery.

NOTICE PURSUANT TO RCW 49.44.140. This Section 4(b)(i) shall not apply to Consultant's rights in any invention for which no equipment, supplies, facilities, or trade secret information of the Company was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the Company.

(ii) Disclosure, Assistance and Confidentiality. Consultant agrees: (a) to disclose all Inventions to the Company promptly, in writing; (b) to cooperate with and assist the Company to apply for and to prosecute, and to execute any applications and/or assignments and/or other documents reasonably necessary to obtain or maintain, any patent, copyright, trademark or other statutory protection for all Inventions in the Company's name as the Company deems appropriate; (c) to deliver to the Company evidence for interference purposes or other legal proceedings relating to the Inventions and to testify in any interference or other legal proceedings relating to the Inventions and to otherwise assist the Company related thereto, whenever requested to do so by the Company; and (d) to otherwise treat all Inventions as "Confidential Information," as defined below. Consultant hereby grants the Company a limited power of attorney to execute any documents necessary or appropriate to effectuate the Company's rights hereunder. If Consultant has any question as to whether a given invention, discovery or the like qualifies as an "Invention" hereunder, Consultant shall inform the Company of the nature of such invention or discovery for determination as to whether such is an Invention.

(iii) Reimbursement of Expenses. The Company shall reimburse Consultant for all reasonable expenses incurred by him at the Company's request in assisting the Company to protect its rights in any Invention. All expenses must be pre-approved in writing by an authorized representative of the Company.

5. Confidential Information.

- a. Acknowledgment and Definition. Consultant acknowledges that he shall acquire information and materials from the Company and knowledge about the Company's business, products, technology, techniques, experimental work, collaborators, customers, and suppliers during the Term of this Agreement. Consultant further acknowledges that all such knowledge, information and materials acquired, the existence, terms and conditions of this Agreement, and the Inventions are and shall be the confidential and proprietary information of Company (collectively, the "Confidential Information"). Confidential Information shall not include, however, any information which is or becomes part of the public domain through no fault of Consultant, or that the Company consistently gives to third parties without restriction on use or disclosure.
- b. Maintaining Confidentiality. To ensure the continued confidentiality of the Confidential Information, Consultant agrees as follows:

(i) to hold all Confidential Information in strict confidence; not to publish or otherwise disclose it to others or use it any way, commercially or otherwise, except in performing the Services and not to knowingly allow any unauthorized person access to it;

(ii) to take all action reasonably necessary to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information; and

(iii) that Confidential Information furnished to Consultant by the Company or produced by Consultant or others in connection with the Services shall be and remain the sole property of the Company.

Consultant shall promptly return all Confidential Information and all materials and other property provided to Consultant by the Company upon (a) the Company's request, (b) expiration of this Agreement, or (c) termination by Consultant or the Company of Consultant's Services for any reason. Consultant agrees not to retain any Confidential Information or reproductions thereof, or other such property or materials, after such request, expiration or termination.

6. Covenant Not to Compete. Subject to the rights reserved by Gaiger in Section 3.2 of the Exclusive License Agreement, during the term of this Agreement, Consultant shall not directly or indirectly assist any person, business or enterprise that is engaged in research or development related to the Company's Field of Research without the express prior written consent of the Company. For purposes of this Section 6, to "assist" is defined as follows: (a) to be an officer, director, employee, partner, shareholder (other than a holder of less than one percent (1%) of the voting power of a public company, where Consultant has no other relationship to such public company), principal, agent, representative or consultant for such person or entity, or to carry on any similar activities for such person or entity, in whatever capacity; (b) to promote or endorse or allow his name to be used in any Annual Report, Quarterly Report, Private Placement Memorandum or advertisement of such entity; or (c) to solicit or attempt to solicit business or other opportunities on behalf of such entity.

7. Solicitation of Employment. During the period of this Agreement and for two (2) years thereafter, Consultant agrees not to solicit or encourage any employee of the Company to leave the Company or to devote less than all of such employee's efforts to the Company.

8. Survival of Obligations. The obligations of Sections 3(b) (survival to be solely for ninety (90) days after the end of the Term), 3(c), 3(d), 3(e), 4, 5, and 7 hereof will survive any expiration or termination of this Agreement.

9. Remedies. Consultant acknowledges that the Company shall have no adequate remedy at law if Consultant violates the terms of Sections 4, 5, 6 or 7 hereof. In the event of any such violation, the Company shall have the right, in addition to any other rights it may have, to obtain in any court of competent jurisdiction injunctive relief to restrain any breach or threatened breach of this Agreement.

10. Independent Contractor. Consultant shall be and act as an independent contractor (and not as an employee, agent or representative of Corixa) in the performance of the Services.

Consultant shall: (a) not be entitled to any worker's compensation, pension, retirement, insurance or other benefits afforded to employees of Corixa, other than as expressly provided in this Agreement; (b) provide for all federal income tax and other withholding relating to Consultant's compensation; (c) pay all social security, unemployment and other employer taxes relating to Consultant's employment or compensation; (d) provide all worker's compensation and other insurance relating to Consultant's employment; and (e) perform all reporting, record-keeping, administrative and similar functions relating to Consultant's compensation. Upon request, Consultant shall provide Corixa evidence of compliance with the foregoing. Consultant shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of the Corixa. This Agreement shall not be construed as creating an association, joint venture, partnership or franchise relationship between the parties.

11. Taxes. Consultant agrees to pay any amount that may be determined to be due and owing by him as taxes, interest and penalties arising out of the payments set forth under this Agreement. Consultant further agrees to hold Corixa harmless against, and to indemnify Corixa for, any and all claims by the Internal Revenue Service, or any other taxing authority or other governmental agency (whether federal, state or local), which may be made against Corixa in connection with any income or other taxes owed by Consultant in connection with the payments under this Agreement.

12. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given as follows: (a) upon personal delivery; (b) ten (10) days after deposit in the United States mail by certified or registered mail (return receipt requested); (c) three (3) business days after its deposit with any return receipt express courier (prepaid); or (d) one (1) business day after confirmed transmission by telecopier, addressed to the other party at its address (or facsimile number, in the case of transmission by telecopier) as shown below its signature to this Agreement, or to such other address as such party may designate in writing from time to time to the other party.

13. Governing Law. This Agreement shall be construed and enforced in accordance with the

ATTACHMENT 3

Agreements Memorializing Other Employment

laws of the State of Washington, regardless of its or any other jurisdiction's conflict of laws provisions.

14. Severability. If any provision, or portion thereof, of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or portion thereof, shall not be in any way affected or impaired thereby.

15. Venue. Venue over any action or litigation arising out of this Agreement, its performance or breach shall be exclusively in the state and federal courts located in King County, Washington. Consultant and the Company hereby consent to personal jurisdiction in such courts.

16. Waiver. No omission or delay of either Party hereto in requiring due and punctual fulfillment of the obligations of any other Party hereto shall be deemed to constitute a waiver by such Party of its rights to require such due and punctual fulfillment, or of any other of its rights or remedies hereunder. A waiver or consent given by either Party on any one occasion is effective only in that instance and shall not be construed as a bar to or waiver of any right or remedy on any other occasion.

17. Complete Understanding. This Agreement and the Separation Agreement and General Release executed concurrently herewith, constitute the full and complete understanding of the parties hereto and supersede all prior understanding and agreements on the subject matters herein.

18. Written Amendment Requirement. No amendment nor modification hereof shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement, and is signed by the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

COMPANY

CORIXA CORPORATION
1124 Columbia Street, Suite 200
Seattle, WA 98104
fax: 206-754-5715


Name: Steven Gillis
Title: President & CEO
Date: 4/22/02

CONSULTANT

ALEXANDER GAIGER, M.D.
Doeblinger Hauptstrasse 62/14
A-1190 Vienna, Austria
Tel: 43-1-368-1396
E-mail: birgitgaig@aol.com
Fax: 43-1-328-6793


Signature
Date: November 27th 2002

ATTACHMENT I

Corixa Corporation
1124 Columbia Street, Suite 200
Seattle, WA 98104

Ladies and Gentlemen:

1. The following is a complete list of all Inventions or improvements relevant to the subject matter of my Consulting Agreement (the "Agreement") with Corixa Corporation (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my Agreement with the Company that must be removed from the operation of the Agreement.

 No Inventions

 X See below

1. All inventions described in the Invention Disclosure entitled "WT-1 Specific Immunotherapy," dated July 10, 1998, and attached hereto.

2. All inventions described in U.S. Patent Application No. 09/164,223, filed September 30, 1998, and any continuations, divisions and continuations-in-part thereof to the extent they cover the original disclosure, and all foreign patents and applications related thereto.

 X Additional sheets attached

Invention Disclosure "WT-1 Specific Immunotherapy" dated July 10, 1998.

2. The following is a complete list of all Inventions or improvements relevant to the subject matter of the Agreement with the Company that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my Agreement with the Company that I desire to include in the operation of the Agreement.

 X No Inventions

 See below

 Additional sheets attached



Consultant

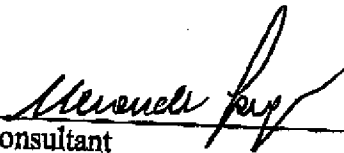
ATTACHMENT 2

Ladies and Gentlemen:

I hereby represent, warrant and covenant that:

1. The following is a complete list of all Consulting, Employment or Advisory agreements or relationships I am a party to as of the Effective Date of this Consulting Agreement:

Associate Professor of Medicine
First Department of Internal Medicine
Division of Hematology
University of Vienna, Austria
Wahringer Guertel 18-20
A-1090 Vienna, Austria


Consultant

ATTACHMENT 3

Agreements Memorializing Other Employment,
Consulting or Advisory Relationships

ATTACHMENT 4

Corixa's Publication Policy

Publication Guidelines

These guidelines are based on the Company's goal to obtain broad patent protection for products of potential commercial value and at the same time enable Corixa Employees to publish and/or present information vital to the biotechnological community and/or the public at large. To facilitate these goals, any proposed publication and/or presentation must be approved in advance of dissemination. A Request to Present or Publish Corixa Scientific Information form must be completed and forwarded to Cynthia Shumate of the Legal Department (Corixa-Seattle) for review. The proposed presentation and/or publication must be attached to the form.

Your request must be submitted at least thirty (30) days prior to the event or submission deadline. The publication and/or presentation will then be reviewed and a decision regarding approval will be made as quickly as possible, but not more than ten (10) working days following receipt of the Request to Publish or Present. Please keep in mind that any materials submitted which contain partnered technology must also be reviewed and approved by the appropriate corporate partner(s). In the event of an unresolved dispute with the corporate partner(s) regarding presentation and/or publication, the matter will be referred to the respective corporate committee(s) for a final decision.

In general, the following are only guidelines and each publication or presentation will be reviewed on a case-by-case basis.

The Following Guidelines Apply to Novel Genes and Protein Sequences and/or Novel Chemical Compounds

The presumption will be that novel genes, protein sequences and chemical compounds should not be published until the patent application containing the full-length sequences has been published, about 18 months after filing of the application. In some situations this requirement can be waived if it is clear that there is no interest now or likely to be in the future in commercialization of the genes, protein sequences or chemical compounds, or for other reasons that will be considered on a case-by-case basis.

The Following Guidelines Apply to Other Information

With respect to other information such as a therapeutic, diagnostic or pharmaceutical indications/formulations, new uses for known compounds, or sequences, etc., publication may take place prior to the publication of the patent application, but no earlier than the filing date of the application.