

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Andrei Gudkov	11/13/2012
RECEIVING PARTY DATA	
Name:	Cleveland BioLabs, Inc.
Street Address:	73 HIGH STREET
Internal Address:	SUITE 334
City:	BUFFALO
State/Country:	NEW YORK
Postal Code:	14203
Name:	Health Research, Inc.
Street Address:	ELM AND CARLTON STREETS
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14263
PROPERTY NUMBERS Total: 1	
Property Type	Number
PCT Number:	US1051646
CORRESPONDENCE DATA	
Fax Number:	3128191910
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3128191900
Email:	mcooper@polsinelli.com
Correspondent Name:	Teddy C. Scott, Jr., Ph.D.
Address Line 1:	Polsinelli Shughart PC
Address Line 2:	161 North Clark Street, Suite 4200
Address Line 4:	Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	068525.0204.03PC00
NAME OF SUBMITTER:	Teddy C. Scott, Jr., Ph.D.
Total Attachments: 3 source=Assign#page1.tif source=Assign#page2.tif source=Assign#page3.tif	

ASSIGNMENT FROM GUDKOV TO CLEVELAND BIOLABS

WHEREAS, ANDREI GUDKOV, a citizen of the United States, residing at 1933 Sweet Road, East Aurora, New York, 14052 (hereinafter, the "Assignor") has contributed to certain new and useful improvements relating to **USE OF TOLL-LIKE RECEPTORS AND AGONIST FOR TREATING CANCER** (hereinafter, the "Invention") as described in International Application No. PCT/US10/51646 (hereinafter, the "Application");

WHEREAS, Assignor is obligated to assign his entire right, title, and interest in the Invention and Application to **CLEVELAND BIOLABS, INC.**, a corporation organized and existing under the laws of the State of Delaware (hereinafter, "CBL"), and **HEALTH RESEARCH, INC.**, a non-profit corporation organized and existing under the laws of the State of New York (hereinafter, "HRI," together with CBL, the "Assignee") (the "Inventor Obligation");

WHEREAS, CBL has already assigned its right, title, and interest in the Invention and Application to **PANACELA LABS, INC.**, a corporation organized and existing under the laws of the State of Delaware (hereinafter, "Panacela") in an assignment agreement dated September 23, 2011 (hereinafter, the "Panacela Assignment"), thereby making Panacela and HRI joint owners of the Invention and Application;

WHEREAS, this Assignment is being executed pursuant to the Inventor Obligation; and

WHEREAS, to the extent CBL retains any right, title, or interest in the Invention or Application, CBL is simultaneously assigning any such right, title, and interest to Panacela in an assignment agreement of even date, such that Panacela and HRI will have an undivided joint right, title, and interest in the Invention and Application.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Assignor hereby sells, assigns, transfers and conveys unto Assignee the entire right, title and interest of such Assignor in and to said Invention and Application, and all divisions, renewals and continuations thereof, and any and all Letters Patent of the United States which may be granted thereon, and all reissues, reexaminations, and extensions thereof, and all priority rights under all available international agreements, treaties and conventions for the protection of intellectual property in its various forms in every participating country, and all applications for Letters Patent or other grants of protection of proprietary rights including, but not limited to, inventor's certificate, utility model, utility certificate, patent of importation, registration of patent and industrial design registration which may be filed, and which may be granted, upon said inventions in any countries or regions foreign to the United States, and all reissues, renewals and extensions thereof; and each Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks of the United States, and all officials of countries or regions foreign to the United States having authority so to do, to issue all such Letters Patent or other grants of protection upon said inventions to the Assignee or to such nominees as it may designate;

AND each Assignor hereby authorizes and empowers the Assignee or nominees to invoke and claim for any application for such Letters Patent or other grants of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by a convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from such Assignor;

AND each Assignor hereby consents that a copy of this Assignment shall be deemed a full and formal equivalent of any assignment, consent to file or like document which may be required in any country or region for any purpose and more particularly in proof of the right of the Assignee or nominees to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it;

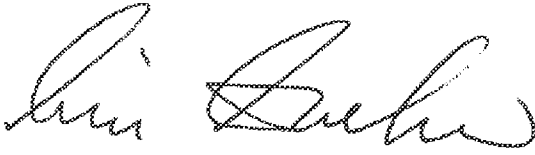
AND each Assignor hereby covenants that such Assignor has the full right to convey the right, title and interest herein assigned and that such Assignor has not executed and will not execute any agreement in conflict herewith;

AND each Assignor hereby covenants and agrees that such Assignor will communicate to Assignee or nominees all facts known to such Assignor pertaining to the Invention, and testify in all legal proceedings, sign all

lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and declarations and in general perform all lawful acts necessary or proper to aid Assignee or nominee in obtaining, maintaining and enforcing all lawful patent or other grants of protection of the Invention in any and all countries and regions.

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IN TESTIMONY WHEREOF, this Assignment is executed by Assignor on the date opposite the signature of Assignor.



ANDREI GUDKOV

11-13-12

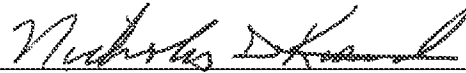
Date

State of New York

SS:

County of Erie

On this 13 day of November, 2012, before me personally appears ANDREI GUDKOV, personally known to me (proved to me on the basis of satisfactory evidence) to be the person named in and who executed the foregoing instrument and thereupon acknowledged to me that they executed the same of their own free will for the purposes set forth, and for a valuable consideration.



Notary Public

My Commission Expires: 8-2-13

NICHOLAS D. KISIEL
NOTARY PUBLIC FOR NEW YORK STATE
QUALIFIED COUNTY ERIE
COMMISSION EXPIRES 8-2-13

[SIGNATURE PAGE TO ASSIGNMENT]