

## PATENT ASSIGNMENT COVER SHEET

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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>GALE SMITH</td> <td>09/04/2013</td> </tr> <tr> <td>YE LIU</td> <td>09/05/2013</td> </tr> </tbody> </table>		Name	Execution Date	GALE SMITH	09/04/2013	YE LIU	09/05/2013
Name	Execution Date						
GALE SMITH	09/04/2013						
YE LIU	09/05/2013						
RECEIVING PARTY DATA							
Name:	NOVAVAX, INC.						
Street Address:	9920 BELWARD CAMPUS DRIVE						
City:	ROCKVILLE						
State/Country:	MARYLAND						
Postal Code:	20850						
PROPERTY NUMBERS Total: 2							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13883745</td> </tr> <tr> <td>PCT Number:</td> <td>US2011059602</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13883745	PCT Number:	US2011059602
Property Type	Number						
Application Number:	13883745						
PCT Number:	US2011059602						
CORRESPONDENCE DATA							
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>							
Correspondent Name:	COOLEY LLP						
Address Line 1:	1299 PENNSYLVANIA AVE., NW						
Address Line 2:	SUITE 700						
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20004						
ATTORNEY DOCKET NUMBER:	NOVV-047						
NAME OF SUBMITTER:	FRASER BROWN						
Signature:	/Fraser Brown/						

Date:

10/28/2013

**Total Attachments: 5**

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## ASSIGNMENT

Gale SMITH, residing at 9920 Belward Campus Drive, Rockville, MD 20850 and Ye LIU, residing at 9920 Belward Campus Drive, Rockville, MD 20850 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **RABIES GLYCOPROTEIN VIRUS-LIKE PARTICLES (VLPS)**, and which is a:

- (1)  provisional application  
     (a)  to be filed herewith; or  
     (b)  bearing Application No. , and filed on ;
- (2)  non-provisional application  
     (a)  to be filed herewith; or  
     (b)  bearing Application No. 13/883,745, and filed on May 6, 2013; or
- (3)  PCT application  
     (a)  bearing Application No. PCT/US11/59602, and filed on November 7, 2011.

**WHEREAS, NOVAVAX, INC.**, a corporation having its principal place of business at 9920 Belward Campus Drive, Rockville, MD 20850 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; the application for patent identified in paragraph (1), (2) and/or (3); the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent 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 Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) (2) and/or (3);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, 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), (2) and/or (3) 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 Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor 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 Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP 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), (2) and/or (3) when known.

The Assignor hereby requests 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.

Date: Sept 4, 2013

By: Gale Smith  
Gale SMITH

State of Maryland )  
 ) ss.  
 County of Montgomery )

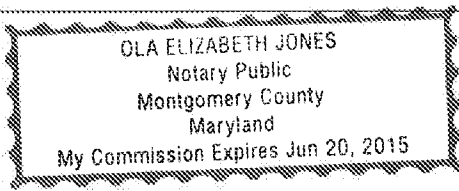
On September 4, 2013, before me, Ola Elizabeth Jones,  
 Notary Public, personally appeared Gale Smith,  
 who proved to me on the basis of satisfactory evidence, to be the person(s) whose  
 name(s) is/are subscribed to the within instrument and acknowledged to me that  
 he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
 his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Ola Elizabeth Jones  
 Signature of Notary Public

Place Notary Seal Above

My Commission Expires: June 20, 2015



Date: 9/5/13

By: Ye Liu  
Ye LIU

State of Maryland )  
 County of Montgomery ) ss.  
 On September 5, 2013, before me, Ola Elizabeth Jones,  
 Notary Public, personally appeared Ye Liu,  
 who proved to me on the basis of satisfactory evidence, to be the person(s) whose  
 name(s) is/are subscribed to the within instrument and acknowledged to me that  
 he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
 his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Ola Elizabeth Jones  
 Signature of Notary Public

Place Notary Seal Above

My Commission Expires: \_\_\_\_\_

