

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2715345

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MEDIGENE, INC.	12/14/2010
RECEIVING PARTY DATA	
Name:	CATHEREX, INC.
Street Address:	3500 SOUTH DUPONT HIGHWAY
City:	DOVER
State/Country:	DELAWARE
Postal Code:	19901
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	09922271
Application Number:	09031006
Patent Number:	6277621
Patent Number:	6642207
CORRESPONDENCE DATA	
Fax Number:	(617)428-7045
Phone:	6174280200
Email:	smmichaud@clarkelbing.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	SUSAN M. MICHAUD
Address Line 1:	CLARK & ELBING LLP
Address Line 2:	101 FEDERAL STREET, 15TH FLOOR
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	50806-002001
NAME OF SUBMITTER:	SUSAN M. MICHAUD

Signature:	/Susan M. Michaud/
Date:	02/06/2014
Total Attachments: 6 source=50806_002001_medigene_to_catherex#page1.tif source=50806_002001_medigene_to_catherex#page2.tif source=50806_002001_medigene_to_catherex#page3.tif source=50806_002001_medigene_to_catherex#page4.tif source=50806_002001_medigene_to_catherex#page5.tif source=50806_002001_medigene_to_catherex#page6.tif	

MediGene

Catherex Inc.
Michael Christini
128 Penarth Road
Bala Cynwyd, PA 19004
USA

Martinsried, 14. December 2010
UMI

Confirmation Letter

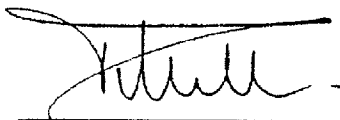
Dear Mike,

In regards to the Contribution Agreement between Catherex Inc. and MediGene Inc. effective as of April 1, 2010 as amended November 30, 2010 MediGene hereby confirms to be satisfied that the Initial Financing Event according to Section 1 of the Contribution Agreement is fulfilled and proved by copy of the bank statements submitted by email on December 10, 2010. Furthermore an agreement to use the rights on MO32 data with the University of Alabama is reached and signed.

As consequence MediGene hereby assigns to Catherex Inc. the Assets. MediGene will notify all contractual partners to the Assets of the assignment.

We would kindly ask you to indicate your agreement with the above by signing and returning to MediGene AG the attached copy of this Confirmation Letter.

Yours sincerely
MediGene Inc.



Dr. Frank Mathias, President & CEO

Catherex Inc. hereby agrees to the above (including the assignment of the contracts).
For Catherex Inc.



Michael Christini, President & CEO

MediGene, Inc, 10650 Scripps Ranch Blvd. Suite 230 San Diego, CA 92131 USA
Phone: (858) 586-2240

CONTRIBUTION AGREEMENT

This Contribution Agreement (the "Agreement") is entered as of April 1, 2010 (the "Effective Date") by and between Catherex, Inc., a Delaware corporation with an address at 3500 South DuPont Highway in the City of Dover, County of Kent ("Company"), on the one hand, and MediGene, Inc., a Delaware corporation with an address at 10650 Scripps Ranch Blvd., Suite 230, San Diego, CA 92131, (the "Assignor").

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:


1. Contribution. Upon and/or other accredited investors committing in writing to provide of equity or debt financing to the Company (the "Initial Financing Event"), Assignor shall (and, as of the occurrence of the Initial Financing Event, does) assign, transfer and convey to Company exclusively throughout the world all rights, title and interest in and to the Assets (as defined below); such assignment is effective automatically upon occurrence of the Initial Financing Event without any further action or documentation. If the Company fails to obtain

2010 (each, a "Reconveyance Event"), then Company will reconvey the Assets to Assignor at Company's cost and Assignor will reconvey any equity in the Company to the Company. The "Assets" shall mean: (i) the subject matter referred to in Exhibit 1, (ii) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, technology, information, know-how, materials and tools relating thereto or to the development, production, use, support or maintenance thereof, (iii) all copyrights, patent rights, trade secret rights, trademark rights, domain name rights, and other intellectual property rights, and all business, and goodwill in, incorporated or embodied in, used to develop or produce or use, or relevant to any of the foregoing, and (iv) all rights to sue or bring and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all actions for past, present and future use or violation or infringement of any of the foregoing. However, Assignor may be entitled to access to certain Assets as provided in Section 5.

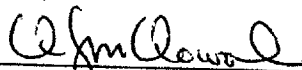
2. Contracts. The foregoing includes assignment all of the Contracts (as defined in Exhibit 1); provided that if a Contract is not capable of assignment without the consent of the other party to that Contract, then both parties shall, at Assignor's cost, use diligent endeavors to procure the necessary consent. Nothing in this Agreement shall be construed as an assignment or attempted assignment of a Contract if such assignment or attempted assignment of such Contract would constitute a breach of such Contract (a "Non-assignable Contract"). However, if less than all the Contracts have been assigned to Company by June 30, 2010, Company may, in its discretion, elect to (a) treat such occurrence as a Reconveyance Event (with the consequences specified above in Section 1) or (b) to require Assignor to reconvey to Company a portion of Assignor's equity in the Company that the Company's Board of Directors determines to be representative of the loss of anticipated value

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

Catherex, Inc.

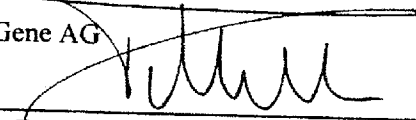
By: 
Name: Michael Christini, JD
Title: President and CEO

MediGene, Inc.

By: 
Name: K. Jon Kowal, PhD
Title: Managing Director

ACKNOWLEDGED:

MediGene AG

By: 
Name: Dr. Frank Mathias
Title: CEO

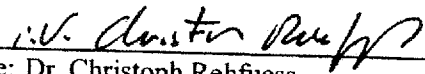
By: 
Name: Dr. Christoph Rehfuess
Title: Senior Director Intellectual Property

EXHIBIT 1

All technology, know-how, information, rights, intellectual property and assets relevant to Assignor's (or its affiliates') business or activity relating to oncolytic herpes simplex virus (oHSV), including, without limitation:

- The patents and patent applications listed on Schedule A and all inventions described therein, as well as all continuations, continuations in part, divisionals, reexaminations, reissues and provisionals, of such patents and patent applications and/or other child patents or patent applications, and all foreign counterparts to such patent or patent applications now existing or that may exist in the future, and any patents issuing with respect to any of the foregoing.
- All rights, licenses and obligations first due (and not required to be performed until) after the Effective Date under the agreements listed on Schedule B (collectively, the "Contracts"). For the avoidance of doubt, while such agreements are being assigned to Company, (a) Company is not assuming (and will not be responsible for) any obligation or liability in connection therewith, except that, after such an agreement is properly assigned, Company will perform all prospective obligations that arise thereafter under such agreement (other than obligations that arise as a result of any action or failure or breach prior to effectiveness of such assignment) and (b) Assignor will remain responsible and liable for all obligations to the extent that were to have been performed and/fulfilled through the date of such assignment and for any pre-assignment failure or breach and will fully indemnify Company with respect to any consequences of thereof.
- The materials and assets specified in Schedule C, including all stocks, progeny, derivatives and units wherever located.
- The reports, documentation, data and other information referenced in Schedule D, including all copies.

All the foregoing are provided with out lien or encumbrance.

SCHEDULE A TO EXHIBIT 1

NOTE: Abandoned patents/patent applications, international patent applications in nat./reg. phases and issued European patents are listed for sake of completeness.

Assigned Patents

1. Title

MediGene Reference
Applicants
Inventors

Artificial chromosome constructs containing nucleic acid sequences capable of directing the formation of a recombinant virus

MG-HSV/ 98-01

MediGene

Horsburgh, Qiang, Tufaro, Ostrove

Country	Patent No.	Application No.	Status
	WO 9943842	PCT/IB99/00285	nat./reg.-Phase
AU	765521	2294599	issued
CA		2,321,964	pending
EP	1056878	99902747.7	issued
DE	69932599	99902747.7	issued
ES	2270580 T3	99902747.7	issued
FR	1056878	99902747.7	issued
GB	1056878	99902747.7	issued
IT	1056878	99902747.7	issued
JP		2000-533581	abandoned
US	6,277,621	09/031,006	issued
US	6,642,207	09/922,271	issued
US		10/701,152	abandoned

2. MediGene's share in Title

MediGene Reference
Applicants

Inventors

Viral vectors and their use in therapeutic methods (G47delta)
MG-HSV/01-01

MediGene, The General Hospital Corporation, Georgetown
University

Johnson, Martuza, Rabkin, Todo

Country	Patent No.	Application No.	Status
	WO 02/076216	PCT/US02/09512	nat./reg.-Phase
EP		2753865.1	pending
US		10/107,036	allowed
US		12/721,599	pending
US		09/279,069	abandoned

3. Title

MediGene Reference
Applicants
Inventors

Use of oncolytic viruses and antiangiogenic agents in the
treatment of cancer
MG-HSV/06-09
MediGene
Karrasch, Mescheder

Country	Patent No.	Application No.	Status
	WO 2008043576	PCT/EP2007/008930	pending
EP		7819001.4	pending
US		12/445,019	pending
US		60/851,598	abandoned

4. MediGene's share in
Title

MediGene Reference
Applicants
Inventors

Use of viral vectors and charged molecules for gene therapy
MG-HSV/99-05
MediGene, University of British Columbia
Tufaro, Yeung, Horsburgh

Country	Patent No.	Application No.	Status
	WO 0076553	PCT/US00/16167	nat./reg.-Phase
AU	777120	56089/00	issued
CA		2,376,956	pending
EP	1185306	941379	issued
AT	E 311205	941379	issued
BE	1185306	941379	issued
CH	1185306	941379	issued
DE	60024442.3	941379	issued
ES	2252017	941379	issued
FR	1185306	941379	issued
GB	1185306	941379	issued
IE	1185306	941379	issued
IT	1185306	941379	issued
LU	1185306	941379	issued
MC	1185306	941379	issued
JP		2001-502884	pending
US		09/592,007	abandoned
US		10/787,598	pending
US		60/138,875	abandoned