## 502702607 03/01/2014

### PATENT ASSIGNMENT COVER SHEET

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### **CONVEYING PARTY DATA**

Name	Execution Date
NARAYANAN PRIYADHARSHINI	02/03/2010
DAVID SPENCER	02/03/2010

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### PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	13763591
Application Number:	13786351

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Date:	03/01/2014 PATENT

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# Total Attachments: 4

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#### ASSIGNMENT AND AGREEMENT

WHEREAS, David Spencer of 2811 Prescott Street, Houston, Texas 77025; and Narayanan Priyadharshini of 7900 Cambridge Street, #3-1B, Houston, Texas 77054 (hereinafter referred to singly and collectively as "Assignor") have invented a certain invention entitled METHODS AND COMPOSITIONS FOR GENERATING AN IMMUNE RESPONSE BY INDUCING CD40 AND PATTERN RECOGNITION RECEPTOR ADAPTERS for which United States Patent Application No. 12/563,991 was filed on September 21, 2009; and International Application No. PCT/US2009/057738 was filed on September 21, 2009; and

WHEREAS, **Baylor College of Medicine**, a University having its principal place of business at One Baylor Plaza, Houston, Texas 77030 (hereinafter referred to as "Assignee") is desirous of acquiring the entire interest therein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto Assignee, its successors, assigns and nominees, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application(s) and all other applications for patent and patents in any and all countries and jurisdictions for the above-identified invention or inventions and all improvements and modifications thereof, (c) all patents which may issue from said applications in any country or jurisdiction. (d) all divisions, continuations, reissues, and extensions of said applications and patents, and (e) the right to claim for any of said applications the full benefits and rights to priority resulting from filing any of the applications, including, without limitation, rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by Assignee, its successors, assigns and nominees, to the full end of the term or terms for which any and all such patents may be granted as fully and entirely as would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor hereby authorizes and requests any official whose duty it is to issue patents to issue any patent on said invention, or improvement or modification thereof, or resulting therefrom, to Assignee as assignee of the entire interest, or its successors, assigns or nominees.

Assignor hereby agrees (a) to communicate to Assignee, its successors and assigns, or their representatives or agents, all facts and information known or available to Assignor respecting said invention or inventions, improvements, and modifications, including, without limitation, evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by Assignee; (b) to testify in person or by affidavit as required by Assignee, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by

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Assignee, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to Assignee, its successors, assigns and nominees, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

Assignor hereby represents and warrants that (a) Assignor has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein to Assignee; (b) Assignor has no obligation to sell, assign or transfer any right, title or interest herein to an entity other than Assignee; (c) that Assignor has not executed and will not execute any document or instrument in conflict herewith; (d) no consents of any other parties are necessary or appropriate under any agreements regarding the inventions, applications or patents described above for the assignment of Assignor's entire right, title and interest herein to be legally effective; and (e) to the best of Assignor's knowledge, upon consummation of this Agreement, Assignee will have good and marketable title to the inventions, applications and patents described above, free and clear of any and all encumbrances, pledges, security interests, licenses or charges of any nature whatsoever.

Assignor hereby grants to the law firm of **Grant Anderson LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

Assignor understands and agrees that the attorneys and agents of the law firm of **Grant Anderson LLP** do not personally represent Assignor or Assignor's legal interests, but instead represent the interests of Assignee; since said attorneys and agents cannot provide legal advice to Assignor with respect to this Assignment, Assignor acknowledges its right to seek its own independent legal counsel.

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On this 3 day of Feb , 2010.

On this 3 day of Feb , 2010.

On this 3 day of Feb , 2010.

Notary Public, personally appeared Narayanan Priyadharshini personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

My Commission Expires: .

BRENDA 8. MORROW
Notary Public, State of Texas
My Commission Expires
March 21, 2012

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Executed this $3$ day of $F4B$ , 2010.
DON
David Spencer
On this 3 day of Felipsial hefore the DAVID SOFICE
On this 3 day of February, before me. DAVID SPENCER, Notary Public, personally appeared Barid Spencer personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in
his/her authorized capacity, and that by his/her signature on the instrument the person,
or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal.
Dondo Maray
Notary Public in and for said County and State
(0.11)
(Seal) My Commission Evniros: 32///2
My Commission Expires: 3/1/2
Notary Public, State of Texas  My Commission Expires
March 21, 2012

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