

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2792439

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KATHRIN SCHWAGER	07/19/2012
RECEIVING PARTY DATA	
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State/Country:	ITALY
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14346997
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SIGNATURE:	/Aubrey M. Brooks/
DATE SIGNED:	03/31/2014
Total Attachments: 5	
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**ASSIGNMENT OF INVENTION
AND RELATED INTELLECTUAL PROPERTY RIGHTS**

Parties:

1 "The Inventor"

Kathrin SCHWAGER

Stauffacherstrasse 35, 8004 Zurich, Switzerland

2 "The Employer"

PHILOCHEM AG

Libernstrasse 3, CH-8112 Otelfingen, Switzerland

3 "The Assignee"

PHILOGEN S.p.A

La Lizza 7, 53100 Siena, Italy

Recitals:

(A) The Inventor is an inventor of the invention or inventions entitled "Immunocytokine Combination Therapy" ("the Invention") for which the patent application set out in Part 2 of the Schedule hereto has been filed ("the Completion Application").

(B) The contributions of the Inventor to the Invention were made in the course of the duties of the Inventor as employee of the Employer, and either the circumstances were such that an invention might reasonably have been expected to result from the carrying out of those duties, or the nature of those duties was such that the Inventor had a special obligation to further the interests of the Employer's undertaking.

(C) The Inventor and the Employer believe that, either by operation of law or by virtue of an agreement entered into by the Inventor and the Employer before the making of the Invention, the Employer was, at the time the Invention was made, entitled to the whole of the property in the contributions of the Inventor to the Invention.

(D) The Employer has assigned or has agreed to assign all its rights title and interest in to under and arising from the Invention, the "Priority Application" (which is set out in Part 1 of the Schedule hereto) and the Completion Application to the Assignee.

(E) In case the Employer for any reason was not, at the time the Invention was made, entitled to the whole of the property in the contributions of the Inventor to the Invention, and in order to ensure and to provide documentary evidence that the Assignee is now the owner of both the legal title and the beneficial interest in the contributions of the Inventor to the Invention, including any further contributions that the Inventor may make to the development or improvement of the Invention and any matter that shall be contained in any future applications linked by one or more priorities to the Completion Application ("Future Application(s)"), the

Inventor and the Employer have agreed to execute this formal Assignment to the Assignee of all such rights title and interest in to under and arising from the Invention, the Priority Application, the Completion Application, and any Future Application(s) and all matter that shall be contained in any Future Application(s), as they each may own.

Operative provisions:

In consideration for the payment of € 1.00 by the Assignee to each of the Employer and the Inventor, the receipt and sufficiency of which are hereby acknowledged by the Employer and the Inventor:-

1 The Employer and the Inventor HEREBY SELL ASSIGN AND TRANSFER to the Assignee, by way of current assignment of both existing and future rights and property, absolutely and free from encumbrances and with effect from immediately prior to the filing of each Completion Application:

1.1 all their legal and beneficial rights title and interest in Canada and the United States and all other countries of the world in to under and arising from the Invention and the Priority Application and the Completion Application and any Future Application(s) and all matter that shall be contained in any Future Application(s), and all national and regional phases and any and all divisions, continuations and continuations-in-part of all of the aforesaid applications, and any and all patents that may be granted pursuant to any of them for the full period thereof, including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates, and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof and to retain any damages obtained as a result of such action;

1.2 all such rights as they may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention and any invention(s) that shall be disclosed in and all matter that shall be contained in any Future Application(s) to the intent that any patents or other intellectual property protection for the Invention and for such invention(s) and matter may be applied for and shall be granted in the name of and shall vest in the Assignee or its successors or assigns (either alone or jointly with any co-applicants);

1.3 all such rights as they may have to claim priority from any or all of the Priority Application and the Completion Application and any Future Application(s) in any and all applications for patent protection for the Invention and any invention(s) that shall be disclosed in any Future Application(s), such rights to be enjoyed by the Assignee as from the date of filing of each patent application from which priority is claimed;

to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by the Inventor(s) or by the Employer had this assignment not been made.

2 The Inventor and the Employer and the Assignee HEREBY GRANT the firm of Mewburn Ellis LLP the power to insert in Part 3 of the Schedule to this Assignment any further identification of any existing or future patent applications in Canada or the United States or any other countries or regions of the world which shall fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other patent office for recordation of this document. It is understood and agreed that the Assignee's attorneys Mewburn Ellis LLP have represented only the Assignee and will continue to represent only the Assignee and its successors and assigns with respect to this Assignment.

3 The Inventor and the Employer HEREBY UNDERTAKE that at the request and cost of the Assignee or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors or assignors in the course of any and all Canadian or United States or

any other patent applications which relate to the Invention or to any invention(s) that shall be disclosed in any Future Application(s) and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure or to provide further evidence of the vesting in the Assignee or its successors or assigns of all legal and beneficial rights title and interest intended to be assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist (in the course of litigation or interference or any other proceedings or otherwise) in the resolution of any question concerning the Invention or any invention(s) that shall be disclosed in any Future Application(s) or any application for patent or other intellectual property protection for any of the said inventions or any intellectual property protection granted pursuant to any such application.

4 The Inventor and the Employer HEREBY REQUEST the US Commissioner of Patents and the relevant authorities in all countries of the world to issue any patents granted for the Invention or any invention(s) that shall be disclosed in any Future Application(s) in the name of the Assignee or its successors or assigns (either alone or jointly with any co-applicants) in accordance with this assignment.

5 This assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of the Inventor and of the Employer and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Assignee.

6 This agreement shall be governed by and interpreted in accordance with the laws of England, and the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this agreement.

AS WITNESS the signatures of the Inventor(s) and of duly authorised officers of the Employer and the Assignee

THIS ASSIGNMENT MAY BE EXECUTED IN COUNTERPARTS

SCHEDULE

Part 1 - the Priority Application(s)

Country/region	Application No.	Application Date	Title
United States of America	US 61/539,131	26 September 2011	IMMUNOCYTOKINE COMBINATION THERAPY

Part 2 - the Completion Application

Country/region	Application No.	Application Date	Title
International	PCT/EP2012/062705	29 June 2012	IMMUNOCYTOKINE COMBINATION THERAPY

Part 3 - Identification of some, but not necessarily all, patent applications falling within the scope of clause 1 of this Assignment See clause 2 above

Country/region	Application No.	Application Date	Title	Signature for Mewburn Ellis LLP

SIGNED by the said)
Kathrin SCHWAGER)
at: 19.7.2012 / ZURICH)
on: 19.7.2012)
in the presence of:)

Signature: K Schwager

Witness
Signature: P. Wenger
Name: Peter Wenger
Address: Untereisenstr 33
CH-8355 Aadorf

SIGNED for and on behalf of)
the EMPLOYER)
at: SIENA (ITALY))
on: JULY 24th 2012)
in the presence of:)

Signature: Duccio Neri
Name: Duccio NERI
Position: President

Witness
Signature: Daniela Renzi
Name: ~~SARAH ZARATTI~~
Address: LA LIZZA 7
53100 SIENA
ITALY

DANIELA RENZULLI

SIGNED for and on behalf of)
the ASSIGNEE)
at: SIENA (ITALY))
on:)
in the presence of:)

Signature: Giovanni Neri
Name: Giovanni NERI
Position: IP Manager

Witness
Signature: Daniela Renzi
Name: ~~SARAH ZARATTI~~
Address: LA LIZZA 7
53100 SIENA
ITALY

DANIELA RENZULLI