

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2817143

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MAXYGEN, INC.	07/13/2011
RECEIVING PARTY DATA		
Name:	ALTRAVAX, INC.	
Street Address:	725 SAN ALES0 AVE	
Internal Address:	SUITE 2	
City:	SUNNYVALE	
State/Country:	CALIFORNIA	
Postal Code:	94085-1400	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14204846
CORRESPONDENCE DATA		
Fax Number:	(877)769-7945	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	612-335-5070	
Email:	wasilkus@fr.com	
Correspondent Name:	FISH & RICHARDSON P.C.	
Address Line 1:	60 SOUTH SIXTH STREET	
Address Line 2:	3200 RBC PLAZA	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402	
ATTORNEY DOCKET NUMBER:	30699-0007006	
NAME OF SUBMITTER:	J. PATRICK FINN III, PH.D., REG.# 44,109	
SIGNATURE:	/J. Patrick Finn III, Reg. No. 44,109/	
DATE SIGNED:	04/16/2014	
Total Attachments: 6		
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PATENT

TECHNOLOGY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TECHNOLOGY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated and effective as of July 13, 2011, is executed and delivered pursuant to that certain Asset Purchase Agreement, dated as of December 31, 2009 (the "Purchase Agreement"), by and among AltraVax, Inc., a North Dakota corporation (the "Buyer"), and Maxygen, Inc., a Delaware corporation (the "Seller"). All capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

WHEREAS, the Purchase Agreement provides for, among other things, the purchase by Buyer of the Purchased Program-Specific Technology (as defined in the Purchase Agreement) from Seller and the assumption of the Purchase Closing Liabilities (as defined in the Purchase Agreement); and

WHEREAS, pursuant to and subject to the terms of the Purchase Agreement, Seller has agreed to assign to Buyer, and Buyer has agreed to assume, all of Seller's rights, title and interest in and to the Purchased Program-Specific Technology, the related Assigned Third Party Agreements set forth in Schedule 1.1(b) of the Purchase Agreement (the "Transferred Contracts") and the other Purchase Closing Liabilities.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and for the other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, and subject to and on the terms and conditions herein set forth, the parties do hereby agree as follows:

1. Terms of the Purchase Agreement. Nothing contained herein shall be deemed to alter or amend the terms and provisions of the Purchase Agreement and in the event of any conflict or inconsistency between the terms and provisions of this Agreement and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall be deemed to govern and be controlling in all circumstances.

2. Assignment. Seller hereby irrevocably sells, conveys, transfers, assigns and delivers to Buyer all of Seller's right, title and interest in and to the Purchased Program-Specific Technology, the Transferred Contracts and the other Purchase Closing Liabilities. This shall include, without limitation, the Purchased Program-Specific Patents listed on **Schedule 1** hereto. Seller hereby further irrevocably sells, conveys, transfers, assigns and delivers to Buyer all claims for past, present and future infringement or misappropriation of the intellectual property rights within the Purchased Program-Specific Technology, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Purchase Closing Date as well as the right to grant releases for past infringements (the obligations set forth under this Section 2 collectively referred to herein as the "Assignment").

3. Assumption. Buyer does hereby accept the Assignment and assumes and hereafter shall pay, perform and discharge when due all liabilities of Seller that are Purchase Closing Liabilities; *provided, however*, that Buyer does not assume any liability with respect to any Transferred Contracts that arises from (a) defaults thereunder or breaches thereof prior to the Purchase Closing or (b) events or conditions occurring prior to the Purchase Closing, which, after notice or lapse of time or both, would constitute a default or breach, in each case whether a claim for such default or breach is made prior to, on or following the Purchase Closing. Buyer assumes no Excluded Liabilities and the parties hereto agree that Buyer shall not be obligated to pay, perform or otherwise discharge any Excluded Liabilities.

4. Registration. With respect to the Purchased Program-Specific Patents, Seller will assist Buyer in order to effect the assignment with respect to the owner of such Patents with the respective patent authorities without delay, and take such other actions and provide information (and instruct its counsel to do

the same) as may reasonably be necessary for Buyer to prosecute, obtain and maintain such Patents until such time as the respective patent authorities recognize Buyer as the assignee and owner of such Patents. If at any time Buyer is unable to secure Seller's signature because of Seller's unavailability on any letters patent assignments or applications for registrations, or other documents or filings pertaining to the Purchased Program-Specific Patents, Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stand to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Seller.

5. Consent. All consents, approvals and waivers necessary to effect the Assignment have been obtained by Seller and delivered to Buyer, and none of such consents, approvals or waivers are conditioned upon the giving of any consideration by Buyer or any material change in the terms of any Transferred Contracts.

6. Notices. All notices and other communications hereunder shall be given as set forth in the Purchase Agreement.

7. Entire Agreement; Amendment; Waiver. This Agreement, the Collateral Agreements and the schedules and exhibits attached hereto and thereto set forth the entire agreement of the parties with respect to the matters contained herein and no prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective for any purpose. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, any waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

8. Headings. The headings contained in this Agreement are for reference purposes only and shall not limit or otherwise affect the meaning or interpretation of this Agreement.

9. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the applicable laws of the State of Delaware without regard to any principles governing conflicts of laws.

10. Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument and the invalid provision will be deemed severed from this Agreement.

11. Consent to Assignment. Neither this Agreement nor any of the rights of the parties hereunder shall be assigned transferred by any party (including by operation of law or in connection with a merger or sale of substantially all the assets, stock or membership interests of such party) without the prior written consent of the other party; provided that either party may assign any or all of its rights and obligations hereunder, by operation of law or otherwise, (a) pursuant to any merger or consolidation to which it is a party (and regardless of whether Seller is the surviving entity thereof), (b) in connection with any sale of all or substantially all of its assets or (c) to any successor entity (including a liquidating trust) in connection with the liquidation or winding up of its business. Subject to the preceding sentence, this Agreement shall apply to, be binding in all respects upon and inure to the benefit of the permitted assigns of the parties. Any attempted assignment in violation of the provisions hereof shall be null and void and have no effect.

12. No Additional Remedies. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than Buyer or Seller and

their respective successors and assigns, any remedy or claim under or by reason of this Agreement or any terms, covenants or conditions hereof, and all the terms, covenants and conditions, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of Buyer and Seller and their respective successors and assigns.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party. Copies of executed counterparts transmitted by electronic facsimile or other means of electronic transmission shall be considered original executed counterparts for purposes of this Section 13.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

SELLER

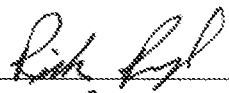
MAXYGEN, INC.



Name: James Sulat
Title: CEO & CFO

BUYER

ALTRAVAX, INC.



Name: Rick Rayl
Title: CEO

Schedule 1

Purchased Program-Specific Patents

Filing Number	Country	Status	Application Number	Application Date	Patent Number	Grant Date	Publication Number	Publication Date
Case Number: 308								
Title: Hepatitis B Surface Antigen Variants								
110	US	Unfiled						
Case Number: 342								
Title: Novel Antigens that Induce Immune Responses Against HIV-1								
210	US	Unfiled						
110	US	Inactive	60/570,998	May-14-2004				
Case Number: 344								
Title: Novel HIV-1 Antigens								
110	US	Inactive	60/681,575	May-17-2005				
Case Number: 345								
Title: Chimeric HIV Antigens								
110	US	Inactive	60/951,396	Jul-23-2007				
210	WO	Filed	PCT/US08/70947	Jul-23-2008			WO 2009/015247	Jan-29-2009
Case Number: 358								
Title: Novel Immunogens for Vaccines to HIV-1								
110	US	Filed	60/953,069	Jul-31-2007				
Case Number: 361								
Title: Novel Immunogens, Including Glycosylation Variants, for Vaccines to HIV-1								
110	US	Filed	60/953,079	Jul-31-2007				
Case Number: 322								
Title: Novel Flavivirus Antigens (Dengue Virus)								
210	AU	Granted	2003267943	Feb-26-2003	2003267943	May-07-2009		
210	CA	Filed	2,481,479	Feb-26-2003				
210	CN	Filed	03809357.X	Feb-26-2003			1909922	Feb-07-2007
210	EP	Filed	3748890.5	Feb-26-2003			1 572 941	Dec-11-2003
210	HK	Unfiled						
210	IN	Granted	2154/CHENP/2004	Feb-26-2003	228631	May-11-2008		
220	IN	Inactive	02383/CHENP/2008	Feb-26-2003				

210	NZ	Granted	535690	Feb-26-2003	535690	Oct-22-2009	535690	Apr-30-2009
220	NZ	Inactive	567341	Feb-26-2003				
210	SG	Granted	200406204-8	Feb-26-2003	107778	Oct-31-2006	107778	Jun-27-2006
220	SG	Inactive	200606663-3	Feb-26-2003				
210	US	Granted	10/375,932	Feb-26-2003	7,476,390	Jan-13-2009	2004-0009469-A	Jan-15-2004
110	US	Inactive	60/360,030	Feb-26-2002				
240	US	Filed	12/075,097	Mar-07-2008			2009-0181044	Jul-16-2009
220	US	Filed	11/897,320	Aug-30-2007			2009-0311287	Dec-17-2009
230	US	Inactive	11/900,908	Sep-12-2007				
210	WO	Inactive	US03/005918	Feb-26-2003			WO 03/102166	Dec-11-2003