

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2956625

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
PROMETHEUS IP HOLDINGS LLC			10/31/2013
RECEIVING PARTY DATA			
Name:	WILEX AG		
Street Address:	GRILLPARZERSTRASSE 10		
City:	MUNICH		
State/Country:	GERMANY		
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PROPERTY NUMBERS Total: 3			
Property Type	Number		
Application Number:	12559839		
Patent Number:	7691375		
Application Number:	12342512		
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NAME OF SUBMITTER:	JOE C. HAO		
SIGNATURE:	/Joe C. Hao/		
DATE SIGNED:	07/28/2014		
Total Attachments: 5			
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PATENT

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Patent Assignment"), by Prometheus IP Holdings LLC, a limited liability company organized under the laws of Delaware (the "Assignor"), is in favor of Willex AG, a company organized and existing under the laws of the Federal Republic of Germany (the "Assignee"). Assignor and Assignee are hereinafter jointly referred to as the "Parties" and separately as a "Party".

RECITALS

WHEREAS, pursuant to the terms of a Settlement Agreement and Release, dated 31st October, 2013 (the "Termination Agreement"), by and between (i) the Assignor and the Assignor's affiliate Prometheus Laboratories Inc. and (ii) the Assignee, effective as of the effective date of the Termination Agreement, the Assignor hereby agrees to assign all of its right, title, and interest in, to, and under the patents and patent applications described on Attachment I, and the Assignee agrees that the Assignee shall acquire such patents and patent applications, upon the terms and subject to the conditions of the Termination Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreements and covenants contained in the Termination Agreement, and the agreements and covenants contained herein, and for the other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Assignment of Intellectual Property. Upon the effective date of the this Agreement, the Assignor does hereby assign to the Assignee and its successors and assigns, all of all of its right, title, and interest in, to, and under the issued patents and pending patent applications set forth in Attachment I hereto, including without limitation (a) all divisionals, continuations, continuations in-part thereof or any other patent application claiming priority directly or indirectly to (i) any such specified patents or patent applications or (ii) any patent or patent application from which such specified patents or patent applications claim direct or indirect priority, and (b) all patents issuing on any of the foregoing, together with all registrations, reissues, re-examinations, renewals, supplemental protection certificates, or extensions of any of the foregoing, including without limitation the right to obtain patent or equivalent protection therein in the United States, (collectively, the "Assigned Patents"). The foregoing includes without limitation the assignment, transfer and conveyance of all causes of actions, claims and demands or other rights for, or arising from, any infringement, including without limitation the right to sue for past infringement, all rights of priority under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to the Assigned Patents, and all rights corresponding thereto. For the avoidance of doubt, the transfers to the Assignee shall be exclusive and perpetual and shall include without limitation all of the Assignor's rights in and to the Assigned Patents. The Assignor hereby authorizes and requests the Director of the

United States Patent and Trademark Office, whose duty it is to issue patents on applications as aforesaid, to issue the same to the Assignee and its successors and assigns, in accordance with the terms of this instrument. This Patent Assignment shall be effective only upon the effective date the Termination Agreement.

2. Perfection and Recordation. The Assignee shall prepare all paperwork that is necessary to perfect and record the assignments of the Assigned Patents in the various jurisdictions.

3. Binding Assignment. This Patent Assignment shall be binding upon and inure to the benefit of each of the Parties and their respective successors and permitted assigns.

4. Governing Law. This Patent Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of laws principles thereof that would require the application of the laws of any other jurisdiction.

5. Severability. If any provision of this Patent Assignment shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Patent Assignment shall not be affected and shall remain in full force and effect, and the Assignor and the Assignee shall negotiate in good faith to replace such illegal, void or unenforceable provision with a provision that corresponds as closely as possible to the intentions of the Parties as expressed by such illegal, void or unenforceable provision.

6. Notices. All notices in connection with this Patent Assignment shall be given to the respective Parties: (a) by facsimile to the following facsimile numbers; (b) by registered letter with receipt confirmed to the following addresses; or (c) by an internationally recognized courier for overnight delivery (receipt verified), postage prepaid:

If to the Assignee:

Wilex AG
attn. CEO
Grillparzerstraße 10
D-81675 München
Facsimile: +49 (0)89-41 31 38-98

With a copy (which shall not constitute notice) to:

Wilex AG
attn. Legal Affairs
Grillparzerstraße 10
D-81675 Munich
Facsimile: +49 (0)89-41 31 38-99

If to the Assignor:

Prometheus IP Holdings LLC
attn. Legal Department
9410 Carroll Park Drive
San Diego, CA 92121
Facsimile: +1 (858) 332-3393

With a copy (which shall not constitute notice) to:

Prometheus Laboratories Inc.
attn. Legal Department
9410 Carroll Park Drive
San Diego, CA 92121
Facsimile: +1 (858) 332-3393

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party.

7. Counterparts. This Patent Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of a copy of an executed counterpart of this Patent Assignment by facsimile or PDF via email shall be equally as effective as delivery of a manually executed counterpart. A Party delivering a counterpart of this Patent Assignment by facsimile or PDF via email shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Patent Assignment to be executed as of 31st October, 2013.

ASSIGNOR:
Prometheus IP Holdings LLC

ASSIGNEE:
Wilex AG

By: _____
Name: PETER WESTLAKE
Title: Director

By: _____
Name: Olaf G. Wilhelm, MD, Ph.D.
Title: CEO and Chairman of the Executive Management Board

By: _____
Name: Olaf G. Wilhelm, MD, Ph.D.
Title: Independent Company Director

By: _____
Name: Dr. Thomas Borcholte
Title: CBO and Member of the Executive Management Board

STATE OF _____)
) SS.
COUNTY OF _____)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Peter Westlake personally known to me to be the Director of Prometheus IP Holdings LLC, a limited liability company organized and existing under the laws of Delaware, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 31 day of October, 2013.

X See Below
Notary Public

My commission expires: July 15, 2014



State of California, County of San Diego
On 10/31/13 before me, Carlos Cedillo, Notary Public,
Personally appeared Peter Westlake,
who proved to me on the basis of satisfactory evidence to be the person
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.
I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.
I willNESS my hand and official seal.

[Signature]

ATTACHMENT I
LIST OF ASSIGNED PATENTS

US Patent No. or Publication No.	Title
US 2009/0274620	Hybridoma Cell Line G-250 And its Use for producing monoclonal antibodies
7,632,496	Co-Administration of CG 250 and IL-2 or INF α for treating cancer such as renal cell carcinoma
US 2010/0008888	Co-Administration of CG 250 and IL-2 or INF α for treating cancer such as renal cell carcinoma
7,691,375	Adjuvant therapy of G250-expressing tumors