#### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3023458

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
NOVIMMUNE SA	01/20/2006

#### **RECEIVING PARTY DATA**

Name:	MAXIVAX SA	
Street Address:	7, RUE MASSOT	
City:	GENEVE	
State/Country:	SWITZERLAND	
Postal Code:	1206	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	14218171	

#### **CORRESPONDENCE DATA**

**Fax Number:** (202)842-7899

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 617-937-2383

Email: | Iromano@cooley.com | Correspondent Name: | CHRISTINA K. STOCK |

Address Line 1: COOLEY LLP

Address Line 2: 1299 PENNSYLVANIA AVENUE NW, SUITE 700

Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER: MAXI-001/C03US	
NAME OF SUBMITTER:	CHRISTINA K. STOCK
SIGNATURE: /Christina K. Stock/	
DATE SIGNED:	09/16/2014

#### **Total Attachments: 4**

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PATENT 502976859 REEL: 033744 FRAME: 0400

### TH RUGHT ASSUGNMENT

between

NovImmune SA 64, Rue de la Roseraie 1205 GENEVE

(hereinafter called "Assignor")

and

MaxiVax SA 7, Rue Massot 1206 GENEVE

(hereinafter called "Assignee")

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WHEREAS the Assignor is the owner of international application PCT WO 03/105 89503363 filed on June 17, 2003 and patent applications issued from said international application (hereinafter the "Patents"), which are listed in Annex I.

Now it is agreed as follows:

#### <u> Article 1 – Assignment</u>

The Assignor hereby sells, assigns, transfers and delivers to the Assignee, which accepts it, the Patents, as well as the entire right, titles and interest of the Assignor on the Patents and any granted patent and patent applications issued from said Patents, including all continuations, continuations-in-part, divisions, patents of addition, reissues, renewals or extensions thereof and all Supplementary Protection Certificates.

The rights, titles and interests are hereby assigned together with all rights to damages or profits due or accrued, arising out of past infringements of said rights, as well as the right to sue for same.

> **PATENT** REEL: 033744 FRAME: 0401

#### Article 2 - Registration & Cooperation

As of the signature of the present contract, the Assignor will carry out all necessary action before the competent authorities in order to register the Assignee as the new owner of all the assigned rights.

The Assignee agrees to cooperate with the Assignor in order to carry out the intent of this Assignment and to take such further action and to execute such further documents and instruments as may be necessary in order to evidence the transfer of the Patents by the Assignor to the Assignee.

#### Article 3 - Warranties of the Assignor

The Assignor warrants that:

- (a) He has the right to sell, assign, transfer and set-over the Patents and other intellectual property rights herein mentioned with all rights, titles and interests therein contained.
- (b) Annex I reflects the complete status of the Patents as of the date of signature of this Agreement.
- (c) The Patents describe in Annex I are exclusively owned, *legally and beneficially*, by the Assignor, free of all inconveniences.
- (d) To his best knowledge, there is no pending or threatened action, claim suit, arbitration or proceedings regarding the ownership of the Patents.
- (e) To his best knowledge, there is no pending or threatened action, claim suit, arbitration or proceedings alleging that the exploitation of the products, uses, and methods under the Patents infringe third party's intellectual property rights.
- (f) The intellectual property rights hereby assigned are free of any license agreements.
- (g) He is not aware of any unwritten agreements involving the intellectual property rights.

#### Article 4 - Consideration

The present Agreement is made for a good and valuable consideration agreed between the parties by a separate agreement.

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### Article 5 - Governing law and jurisdiction

The validity, construction and performance of this Agreement shall be governed by Swiss law.

All disputes, claims, or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the courts of the Canton of Geneva, Switzerland with the exception of the appeal to the Swiss Federal Court in Lausanne.

The Assignor

Geneva, the 20th day of January 2006

Novimmune SA Jack Barbut The Assignee MaxiVax SA Clarence Peter

> PATENT REEL: 033744 FRAME: 0403

# ANNEX I

## **Patents**

Countries	Filing Date	Filing Number	Publication Number
РСТ	17.06.2003	03/07140	W03/105895
Europe (EPO)	17.06.2003	03759977.6	1513551
Australia			,
Canada			
China			
United States	17.06.2003	10/464,565	
United States CON	16.02.05	11/058,883	
India			
Japan			

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