

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3407060

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
EASTERN VIRGINIA MEDICAL SCHOOL	06/19/2015
RECEIVING PARTY DATA	
Name:	CHILDREN'S HEALTH FOUNDATION, INC.
Street Address:	601 CHILDREN'S LANE
City:	NORFOLK
State/Country:	VIRGINIA
Postal Code:	23507
Name:	CHILDREN'S SPECIALTY GROUP, PLLC
Street Address:	601 CHILDREN'S LANE
City:	NORFOLK
State/Country:	VIRGINIA
Postal Code:	23507
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12304717
Application Number:	13809371
CORRESPONDENCE DATA	
Fax Number:	(202)663-6363
<i>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.</i>	
Phone:	2026636000
Email:	raquel.ambers@wilmerhale.com
Correspondent Name:	WILMERHALE, LLP
Address Line 1:	1875 PENNSYLVANIA AVENUE, NW
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	0113019.00221US2/00270US1
NAME OF SUBMITTER:	RAQUEL AMBERS
SIGNATURE:	/Raquel Ambers/
DATE SIGNED:	06/22/2015

Total Attachments: 4

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CONFIRMATORY ASSIGNMENT UNDER JOINT INVENTION AGREEMENT

This Confirmatory Assignment ("Assignment") is made effective as of the 19th day of June 2015 ("Effective Date") by and between Children's Health Foundation, Inc. ("CHF"), a Virginia not-for-profit corporation, Eastern Virginia Medical School, a public body corporate and a political subdivision of the Commonwealth of Virginia ("EVMS"), and Children's Specialty Group, PLLC, a Virginia professional limited liability company ("CSG").

RECITALS

WHEREAS, CHF, EVMS, and CSG entered into that certain Joint Invention Agreement made effective among all of them as of December 4, 2014 ("Agreement");

WHEREAS, the Agreement covers medical and scientific research activities that have been and are now being performed by Neel K. Krishna, Ph.D., who is an employee of EVMS ("Dr. Krishna"), and Kenji Cunnion, M.D., who is an employee of CSG ("Dr. Cunnion"), which research activities Dr. Krishna, Dr. Cunnion, and the parties generally refer to as the "PIC1 Hypoxic Ischemic Encephalopathy Research" (collectively, "Research");

WHEREAS, the Research has resulted in (a) the creation of the invention or inventions described in Exhibit 1 hereto (collectively, "Inventions"), (b) the patents and patent applications for the Inventions listed in Exhibit 1 hereto (collectively, "Patents"), and any other intellectual property listed in Exhibit 1 hereto (Inventions, Patents, and any other intellectual property listed in Exhibit 1 hereto, collectively, "PIC1 Property");

WHEREAS, CHF, EVMS, and CSG entered into that certain Grant Recipient Agreement made effective among them as of August 18, 2011, and subsequently amended (as amended, "Grant Recipient Agreement"), which Grant Recipient Agreement addresses certain funding for the Research;

WHEREAS, both the Agreement and the Grant Recipient Agreement make various references to the rights (including without limitation the ownership rights and the rights to seek patent and any other types of protection) of one or more of the parties in and to the intellectual property resulting from the Research (all such intellectual property, collectively, "IP");

WHEREAS, for the avoidance of doubt, CHF, EVMS, and CSG now wish to clarify and restate the parties' rights in and to the IP;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and adequacy of which each party acknowledges, all of the parties hereby agree as follows:

ASSIGNMENT

1. The parties acknowledge and agree that, notwithstanding any prior assignment(s) by Dr. Krishna, Dr. Cunnion, or any of the parties of any right, title, or interest in and to any part or all of the IP, the parties will own (and each party hereby agrees to make and does make any and all assignments necessary for such ownership to be effective) all rights in and to the IP jointly (with undivided interests), including without limitation the rights to seek, own, and enforce patent or any other types of protection anywhere in the world (the joint ownership of all such rights, collectively, "Joint Ownership"), as follows:

CHF—thirty-three and one-third percent (33.3%);

EVMS—thirty-three and one-third percent (33.3%); and

CSG—thirty-three and one-third percent (33.3%).

2. The parties acknowledge and agree that their Joint Ownership encompasses, without limitation, any and all PIC1 Property. The parties further acknowledge and agree that their Joint Ownership of any and all PIC1 Property applies to the Inventions and to the Patents notwithstanding that one or more of the parties may have previously recorded with the United States Patent and Trademark Office or elsewhere one or more assignments of rights in and to one or more Inventions and/or Patents that do not reflect the Joint Ownership confirmed hereby. The parties agree to cooperate with one another fully and promptly to address, change, and/or correct, as may be necessary (a) in their collective judgment or (b) to comply with any applicable laws, rules, or regulations, any such prior recordations of assignments.

3. CHF and CSG appoint EVMS as their attorney in fact to prosecute any and all of the patent applications listed in Exhibit 1 hereto and any and all other patent or other intellectual property applications anywhere in the world that may result from the Research. If EVMS is ever unwilling or unable to act as such attorney in fact for CHF and CSG, CHF and EVMS agree to appoint, and hereby do appoint, CSG as their attorney in fact to prosecute the foregoing patent or other intellectual property applications. If CSG is ever unwilling or unable to act as such attorney in fact for CHF and EVMS, EVMS and CSG agree to appoint, and hereby do appoint, CHF as their attorney in fact to prosecute the foregoing patent or other intellectual property applications.

4. Each party will promptly execute and deliver to each of the other parties or to its successors or assigns (each, a "Receiving Party") any and all such further documents, including without limitation any additional assignment or any assignment-recordation documents, that may be necessary for the Receiving Party to perfect and have quiet enjoyment of any of its rights hereunder.

5. Except as expressly permitted hereunder, no party will claim, challenge, or seek to register, directly or indirectly anywhere in the world, any of the rights owned hereunder by either or both of the other parties or by its or their successors and assigns.

7. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment will be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to the principles of conflicts of laws thereof.


8. The parties agree that any dispute among them concerning this Agreement or the subject matter hereof will be brought in the federal or state courts in Virginia, and each party consents to the jurisdiction of such courts and agrees not to raise any objections thereto, whether in the nature of jurisdiction or venue, or to seek a jury trial of any dispute brought hereunder.

9. This Assignment may be executed in multiple counterparts, each of which will be deemed an original, and all of which, taken together, will constitute one and the same instrument. Signatures hereon delivered by facsimile or in electronic versions of documents will be deemed as binding as original signatures.

IN WITNESS WHEREOF, the parties have executed this Assignment as set forth below.

Children's Health Foundation, Inc.

Eastern Virginia Medical School

By: 
Name: JAMES D. DARLING
Title: PRESIDENT
Date: 6.19.2015

By: Mark R. Babashagian
Name: Mark R. Babashagian
Title: VP for Admin & Finance
Date: 5/22/15

Children's Specialty Group, PLLC

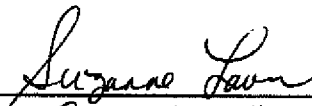
By: 
Name: SUZANNE LAVIN
Title: CEO
Date: 6/18/15

EXHIBIT ONE

Astrovirus Coat Protein Applications

United States	12/304,717
Canada	2655371
Australia	2007259287
Europe	7809212.9
Japan	2009-515409
France	7809212.9
Germany	7809212.9
Switzerland	7809212.9
United Kingdom	7809212.9

Astrovirus Coat Protein Patents

US	8,241,843
Japan	5,238,695
Australia	2,007,259,287
Europe	2,035,585
France	2,035,585
Germany	2,035,585
Switzerland	2,035,585
United Kingdom	2,035,585

Peptide Compounds Applications

United States	13/809,371
Japan	2013-520856
Australia	2011281089
Canada	2804998
Europe	11810386

Peptide Compound Patents

United States	US 8,906,845
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