

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3702374

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEPHEN HARRISON	03/12/2014
JUNHUA PAN	03/13/2014
RECEIVING PARTY DATA	
Name:	CHILDREN'S MEDICAL CENTER CORPORATION
Street Address:	55 SHATTUCK STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02115
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14900820
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	081722-0580
NAME OF SUBMITTER:	ROBERT H. UNDERWOOD
SIGNATURE:	/Robert H. Underwood/
DATE SIGNED:	01/20/2016
Total Attachments: 3	
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CONFIRMATORY ASSIGNMENT

PARTIES:

- (1) STEPHEN HARRISON residing at 19R Sparhawk Street, Boston, MA 02135, USA and PAN JUNHUA residing at 32 Prince Street, Brookline MA Massachusetts 02445, USA ("ASSIGNOR")
- (2) CHILDREN'S MEDICAL CENTER CORPORATION of 55 Shattuck Street, Boston, MA 02115 ("ASSIGNEE")

RECITALS:

- A. The ASSIGNEE is the applicant in respect of European patent application number 13175637.1 filed on 8th July 2013 entitled *Rotavirus particles with chimeric surface proteins* (the "APPLICATION").
- B. The ASSIGNOR is one of the inventors in respect of the invention which is the subject of the APPLICATION (the "INVENTION") and made his/her contribution to the INVENTION during the course of and as part of his/her normal duties as an employee of the ASSIGNEE and in circumstances such that the ASSIGNEE became legally and beneficially entitled to and owner of all the ASSIGNOR's rights in the INVENTION.
- C. The parties have agreed to execute this agreement for the purposes of confirming the ASSIGNEE's title to all the ASSIGNOR's rights in the INVENTION including the right to have filed the APPLICATION in its own name in respect of the ASSIGNOR's contribution to the INVENTION.

OPERATIVE TERMS:

In consideration of the sum of US\$1 (one U.S. dollar) paid by the ASSIGNEE to the ASSIGNOR (the receipt and sufficiency of which are hereby acknowledged) IT IS AGREED as follows:

1. Assignment
- 1.1 The ASSIGNOR hereby confirms the ASSIGNEE's ownership of and, insofar as necessary, hereby assigns with full title guarantee to the ASSIGNEE absolutely and free from all liens charges, licences and encumbrances, and the ASSIGNEE hereby confirms its acceptance of and hereby accepts all the ASSIGNOR's property right title and interest anywhere in the world in and to the INVENTION, including without limitation:
 - (a) the APPLICATION and all patent applications and patents which may now or at any time in the future derive or claim priority from the same or otherwise relate to the INVENTION including all divisionals, continuations, reissues, extensions, supplementary protection certificates, renewals and registrations in relation to any thereof and all and any other rights in the INVENTION (the "PATENT RIGHTS"), including the right to apply for any of the same;
 - (b) the benefit of all priority rights, including the right to claim priority from the APPLICATION;
 - (c) the right to seek and obtain registrations in other countries;

- (d) all other intellectual property rights and know-how including without limitation any copyrights and design rights (whether or not registrable) relating in any way to the INVENTION;
- (e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past, present or future) of any of the rights hereby transferred.

1.2 The ASSIGNOR hereby acknowledges and confirms that the ASSIGNEE was entitled to all the ASSIGNOR's rights in the INVENTION at the time that the APPLICATION was filed and that in respect of the ASSIGNOR's contribution to the INVENTION the ASSIGNEE was fully entitled to file the APPLICATION in the ASSIGNEE's name.

2. Covenants

The ASSIGNOR covenants with the ASSIGNEE as follows:

- (a) that the ASSIGNOR has not done or omitted to do any act or thing whatsoever whereby any patents or other intellectual property rights relating to the INVENTION might be invalidated or otherwise prejudicially affected or whereby the due performance of this Agreement might be hindered or prevented;
- (b) to keep the INVENTION confidential and not to disclose it to any person without the prior written consent of the ASSIGNEE;
- (c) that the ASSIGNOR has not given any permission to any third party to use the INVENTION and has not otherwise assigned or granted to any third party any rights in or under the INVENTION or the PATENT RIGHTS.

3. Further Assurance

3.1 The ASSIGNOR agrees to execute any further documents and do all things at the ASSIGNEE's expense which the ASSIGNEE may reasonably require in order to ensure the vesting in the ASSIGNEE (or the ASSIGNEE's successors in title or nominees, as the case may be) of all property rights titles and interests intended to be assigned, transferred or granted to or otherwise confirmed in the ASSIGNEE hereunder (including the PATENT RIGHTS) and to give the ASSIGNEE the full benefit of this Agreement, including doing all acts which may be necessary or desirable in connection with:

- (a) the prosecution of the APPLICATION and the filing and prosecution of any further patent applications anywhere in the world and obtaining grant in relation thereto;
- (b) protecting and enforcing the APPLICATION and any patents or patent applications and other intellectual property rights relating to the INVENTION;
- (c) recording any such patent applications, patents and other rights in the name of the ASSIGNEE or the ASSIGNEE's successors in title or nominees as sole applicant or registered proprietor, as the case may be;
- (d) assisting in the resolution of any question concerning the INVENTION or any of the PATENT RIGHTS or other intellectual property rights relating to the INVENTION.

3.2 The ASSIGNOR hereby authorises the officers from time to time of the ASSIGNEE to do or authorise the doing of all such acts (including the signing of all such documents) on behalf of the ASSIGNOR as the ASSIGNEE may consider appropriate for the purpose of giving effect to the provisions of clause 3.1.

IN WITNESS of which the parties have executed this Assignment in accordance with their statutes by duly authorised officers as of the date of the later of the parties' signatures.

EXECUTED by the ASSIGNOR

Name: STEPHEN HARRISON

Signature: Stephen C Harrison

Title: Professor

Date: March 12 2014

EXECUTED by the ASSIGNOR

Name: PAN JUNHUA

Signature: Pan Junhua

Title: Postdoc fellow

Date: 3/13/2014

EXECUTED by the ASSIGNEE

Name: CHILDREN'S MEDICAL CENTER CORPORATION

Signature of Authorised Officer: Quant C

Title of Authorised Officer: Vice President

Date: 3/29/14