

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3714194

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
BAVARIAN NORDIC INC.		01/01/2016
RECEIVING PARTY DATA		
Name:	BAVARIAN NORDIC A/S	
Street Address:	HEJRESKOVVEJ 10A	
City:	KVISTGAARD	
State/Country:	DENMARK	
Postal Code:	DK-3490	
PROPERTY NUMBERS Total: 19		
Property Type	Number	
Application Number:	62199681	
Application Number:	61992771	
Application Number:	61992788	
Application Number:	61900226	
Application Number:	14435891	
Application Number:	61716181	
Patent Number:	8022039	
Patent Number:	7763452	
Patent Number:	7807441	
Patent Number:	7005498	
Patent Number:	7820633	
Patent Number:	8377688	
Patent Number:	7867483	
Patent Number:	8313740	
Patent Number:	7807146	
PCT Number:	US1529885	
PCT Number:	US1529855	
PCT Number:	US1463516	
PCT Number:	US0880229	

CORRESPONDENCE DATA**Fax Number:** (650)625-1176*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:** 650-681-4681**Email:** todd.north@bavarian-nordic.com**Correspondent Name:** BAVARIAN NORDIC INC**Address Line 1:** 595 PENOBSCOT DRIVE**Address Line 4:** REDWOOD CITY, CALIFORNIA 94063**ATTORNEY DOCKET NUMBER:** BN A-S TRANSFER**NAME OF SUBMITTER:** TODD E NORTH**SIGNATURE:** /Todd E. North/**DATE SIGNED:** 01/27/2016**Total Attachments: 14**

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PATENT & KNOW-HOW TRANSFER AGREEMENT

This Patent & Know-How Transfer Agreement is entered into between Bavarian Nordic Inc., 595 Penobscot Drive, Redwood City, CA 94063, USA (hereinafter referred to as the "ASSIGNOR") and Bavarian Nordic A/S, Central Business Register (CVR) no. 16 27 11 87, Hejreskovvej 10A, DK-3490 Kvistgaard, Denmark (hereinafter referred to as the "ASSIGNEE").

1. PREAMBLE

- 1.1 ASSIGNOR is a wholly owned subsidiary to ASSIGNEE.
- 1.2 ASSIGNOR is the owner of the Patents and the Know-How as further defined under Clause 2.3 and 2.4.
- 1.3 ASSIGNOR hereby wishes to assign and thus transfers its entire right, title and interest in and to the Patents and the Know-How as further defined under Clause 2.2 and 2.3.
- 1.4 ASSIGNOR wishes to accept the transfer of ASSIGNOR's Patents and Know-How as further defined under Clause 2.2 and 2.3.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

2. DEFINITIONS

In this Agreement the following words and expressions have the following meanings, unless the context otherwise requires:

- 2.1 "Agreement" means this Patent & Know-How Transfer Agreement, including Schedule A.
- 2.2 "Patents" mean all patents and patent applications listed on Schedule A, all rights to claim priority on the basis of these applications; all National Stage Applications, divisions, continuations, and continuations-in-part thereof derived from those applications and claiming benefit thereof, which may be or have been filed in the United States or any other country; all Letters Patent or Patents which may be or have been granted thereon in the United States or any other country; and all extensions, renewals, and reissues thereof, also including, but not limited to, all patent rights and other intellectual property rights and Know-How vested in, derived from or connected to the Patents as set forward in Clause 2.3.
- 2.3 "Know-How" means all Know-How, including tangible materials or documents, to the extent that it is controlled by ASSIGNOR and that is vested in, derived from or connected to the Patents or in any other way necessary or reasonably useful for the exploitation of the Patents. ASSIGNOR Know-How includes, to the extent that the same is controlled by ASSIGNOR, all chemical, structural, biological, pharmacological, toxicological, pre-clinical, clinical, assay, or other information that relates to or in any other way is necessary or reasonably useful for the exploitation of the Patents.

3. TRANSFER OF PATENTS

- 3.1 Subject to the terms and conditions of this Agreement, the ASSIGNOR hereby agrees to sell, transfer, assign and deliver and the ASSIGNEE hereby accepts the sale, transfer, assignment and delivery of the Patents and the Know-How free and clear of any and all Third Party Rights (mortgages, charges, liens, security interests and any other form of third party rights), together with all rights of any nature which are now or which may at any time become attached to the Patents and Know-How or accrue in respect of them on or after the date of this Agreement. The Patents are listed in Schedule A.
- 3.2 In respect of the Patents listed in Schedule A, the transfer of the Patents also includes, but is not limited to, all patent rights and other intellectual property rights and Know-How vested in, derived from or connected to Patents or in any other way necessary or reasonably useful for the exploitation of the Patents. Accordingly, the ASSIGNEE is entitled - on a worldwide basis and on its own or via subcontractors - in all existing and future manifestations, utilizations and exploitations, to use, exploit, change, modify, improve and in any other way continue further development and to sell, transfer, assign or license (with the right to sublicense) the Patents and Know-How in whole or in part and include the Patents and Know-How in other products, methods or technologies in whole or in part all over the world.
- 3.3 The ASSIGNEE is not obligated to exploit the Patents and Know-How commercially. If the ASSIGNOR has produced any written or electronic documentation, description or other material regarding the Patents and Know-How and the methods and technologies behind them, the transfer stipulated in Clause 3.1 and 3.2 also comprises such documentation, description and material.
- 3.4 The ASSIGNEE holds all costs connected to the re-registration and transfer of patent registrations and patent applications as well as any other registers related to the Patents.
- 3.5 To the extent required, ASSIGNOR undertakes, at ASSIGNEE's reasonable request promptly to execute and deliver, and shall cause its officers and employees (when appropriate) to execute and deliver, in a form reasonably acceptable to ASSIGNOR, such instruments of sale, transfer, conveyance, assignment and confirmation as may reasonably be required, and shall take such other action as ASSIGNEE may reasonably request, to more effectively transfer, convey and assign to ASSIGNEE all of ASSIGNOR's right, title and interest in the Patents and Know-How and to confirm such sale, transfer, conveyance and assignment by ASSIGNOR to ASSIGNEE.

4. CONSIDERATION AND PAYMENT

- 4.1 The consideration for the Patents and the Know-How payable by the ASSIGNEE to ASSIGNOR shall be six-hundred-seventy-five-thousand USD (675,000 USD) (the "Consideration"). The Consideration is based upon costs incurred by ASSIGNOR for prosecution and annuity fees. The agreed Consideration is not subject to adjustment and is assessed to be equal to the fair market value of the Patents and Know-How.
- 4.2 This Agreement shall become effective as of 1st January 2016. Within ten days following the effective date the ASSIGNEE shall pay the Consideration in USD funds by way of transfer of USD six-hundred-seventy-five-thousand USD (675,000 USD) to ASSIGNOR's bank account with: Nordea Bank Finland PLC, Address: 437 Madison Avenue, New York, NY 10022, United States, Account name: Bavarian Nordic Inc.; Account no.: 7444413001; Routing/ABA: 026010786; SWIFT address: NDEAUS3N.

5. DISPUTE RESOLUTION


- 5.1 This Agreement shall be governed by and construed in accordance with the laws of Denmark excluding any provisions of law that would lead to the application of any law other than Danish law.
- 5.2 Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administrated by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.
- 5.3 The number of arbitrators shall be three, with each Party having the right to designate one arbitrator, and the third member of the arbitration panel to be selected by The Danish Institute of Arbitration.

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IN WITNESS WHEREOF, this Agreement has been executed simultaneously in two (2) counterparts, each of which shall be deemed an original.

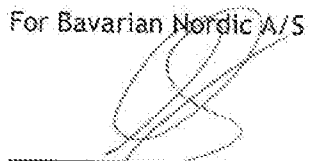
Date: 20 Nov 2015


For Bavarian Nordic Inc.


Paul Chaplin, Chairman of the Board

Date: 20 Nov 2015

For Bavarian Nordic A/S


Paul Chaplin, President & CEO


Troels Winkelmann, Corporate Secretary & CFO

Schedule A - List of Patents and Patent Applications

Bavarian Nordic A/S

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CVR-no: 16 27 11 87

BAYARIAN NORDIC

BN-PAT-Status List

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Report created by:
heidemarie.bauer@bavarian-nordic.com
Date:
18 Nov 2015

OFFICIAL TITLE

METHODS FOR TREATING CANCER WITH MVA.

FAMILY TITLE

BNIT0001-MVA-HER2

ASSIGNEES

RESPONSIBLE

North, Todd

Case Type	Country	Filing Date	Application Number	Publication Number	Patent Number	Grant Date	Note	Opposition
National Applications/Priority applications								
Provisional	US	06 Oct 2006	60/850,031				Expired at end of life	
Normal	US	05 Oct 2007	11/905,876	US 2008-0213302 A1	7,807,146 B2	05 Oct 2010		
Continuation	US	31 Aug 2010	12/672,156	US 2011-0088294 A1	8,313,740 B2	20 Nov 2012		
PCT Applications, National Phase								
Normal	WO	05 Oct 2007	PCT/US2007/021436	WO 2008/045346 A2			Expired at end of life	
PCT National Entry	AU	05 Oct 2007	2007307080		2007307080	24 Apr 2014		
PCT National Entry	CA	05 Oct 2007	2,665,068				Application allowed	
PCT National Entry	IL	05 Oct 2007	197633				Examination in progress	
PCT National Entry	JP	05 Oct 2007	2006-531472				Examination Requested	
Divisional	JP	05 Oct 2007	2014-047741	2014-129416				
PCT National Entry	NZ	05 Oct 2007	575388		575388	09 Jul 2012		
Divisional	NZ	05 Oct 2007	597998		597998	03 Dec 2013		
EP Validations								
PCT National Entry	EP	05 Oct 2007	07839307.1	2 073 837	EP 2 073 837	25 Jun 2014		
EP Validation	AT	05 Oct 2007	07839307.1		EP 2 073 837	25 Jun 2014		
EP Validation	BE	05 Oct 2007	07839307.1		EP 2 073 837	25 Jun 2014		
EP Validation	CH+LI	05 Oct 2007	07839307.1		EP 2 073 837	25 Jun 2014		
EP Validation	DE	05 Oct 2007	07839307.1		EP 2 073 837	25 Jun 2014		
EP Validation	DK	05 Oct 2007	07839307.1		EP 2 073 837	25 Jun 2014		
EP Validation	ES	05 Oct 2007	07839307.1		EP 2 073 837	25 Jun 2014		
EP Validation	FI	05 Oct 2007	07839307.1		EP 2 073 837	25 Jun 2014		
EP Validation	FR	05 Oct 2007	07839307.1		EP 2 073 837	25 Jun 2014		
EP Validation	GB	05 Oct 2007	07839307.1		EP 2 073 837	25 Jun 2014		
EP Validation	GR	05 Oct 2007	07839307.1		EP 2 073 837	25 Jun 2014		
EP Validation	IE	05 Oct 2007	07839307.1		EP 2 073 837	25 Jun 2014		
EP Validation	IT	05 Oct 2007	07839307.1		EP 2 073 837	25 Jun 2014		
EP Validation	LU	05 Oct 2007	07839307.1		EP 2 073 837	25 Jun 2014		
EP Validation	MC	05 Oct 2007	07839307.1		EP 2 073 837	25 Jun 2014		
EP Validation	NL	05 Oct 2007	07839307.1		EP 2 073 837	25 Jun 2014		
EP Validation	PT	05 Oct 2007	07839307.1		EP 2 073 837	25 Jun 2014		
EP Validation	SE	05 Oct 2007	07839307.1		EP 2 073 837	25 Jun 2014		
Divisional	EP	05 Oct 2007	EP 13 154 196.3		EP 2 596 801			

OFFICIAL TITLE

USE OF MVA TO TREAT PROSTATE CANCER

FAMILY TITLE

BNIT0002-MVA-PRO

ASSIGNEES

RESPONSIBLE

North, Todd

Case Type	Country	Filing Date	Application Number	Publication Number	Patent Number	Grant Date	Note	Opposition
National Applications/Priority applications								
Provisional	US	18 Oct 2007	60/960,883				Expired at end of life	
Normal	US	16 Oct 2008	12/253,084	2009/0104225 A1	US Patent No. 7,867,483 B2	11 Jan 2011		
Divisional	US	30 Aug 2010	12/871,017	2011/0008386 A1	US Patent No. 8,377,686 B2	19 Feb 2013		
PCT Applications, National Phase								
Normal	WO	16 Oct 2008	PCT/US08/89229	WO 2009/082328 A1			Expired at end of life	
PCT National Entry	AU	16 Oct 2008	2008312444		2008312444	24 May 2014		
PCT National Entry	CA	16 Oct 2008	2,702,586				Examination not Requested	
PCT National Entry	CN	16 Oct 2008	20088011935 1.7		ZL 20088011935 1.7	13 Mar 2013		
Extension	HK	16 Oct 2008	11103821.6	1149709	1149709	22 Nov 2013		
PCT National Entry	IL	16 Oct 2008	204541		204541	27 May 2015		
PCT National Entry	JP	16 Oct 2008	2010-530124	2011-500718	5669581	26 Dec 2014		
PCT National Entry	KR	16 Oct 2008	10-2010-7010873				Examination in progress	
PCT National Entry	NZ	16 Oct 2008	584042		584042	04 Jan 2013	Application allowed	
Divisional	NZ	16 Oct 2008	601827		601827	01 May 2014		
PCT National Entry	RU	16 Oct 2008	2010115220		2499606	27 Jan 2014	Examination Requested	
EP Validations								
PCT National Entry	EP	16 Oct 2008	08839145.3	2207554			Examination Requested	

OFFICIAL TITLE

NOVEL METHODS FOR THERAPEUTIC VACCINATION

FAMILY TITLE

BNIT0004-CTL

ASSIGNEES

RESPONSIBLE

North, Todd

Case Type	Country	Filing Date	Application Number	Publication Number	Patent Number	Grant Date	Note	Opposition
National Applications/Priority applications								
Normal	DK	05 Oct 1998	PA 1998 01261				Withdrawn	
Provisional	US	20 Oct 1998	60/105,011				Expired at end of life	
Continuation	US		10/441,779	US-2004-0141958-A1	7,820,633 B2	26 Oct 2010		
PCT Applications, National Phase								
Normal	WO	05 Oct 1999	PCT/DK99/00525	WO 00/20027			Expired at end of life	
PCT National Entry	AU	05 Oct 1999	56510/99		751709	22 Aug 2002		
PCT National Entry	CA	05 Oct 1999	2,345,817	Application No. 2,345,817	Canadian Patent No. 2,345,817	12 Feb 2013		
PCT National Entry	IL	05 Oct 1999	141868		141868	22 May 2006		
PCT National Entry	NZ	05 Oct 1999	511055		511055	09 Feb 2004		
PCT National Entry	US	05 Oct 1999	09/806,763	WO 2000/020027	7,005,498 B1	28 Feb 2006		
Divisional	US		11/202,516	US-2008-0008465-A1	7,807,441 B2	05 Oct 2010		

OFFICIAL TITLE

PURIFICATION OF HER-2 VARIANTS

FAMILY TITLE

BNIT0005-HER-2 PURIFICATION

ASSIGNEES

RESPONSIBLE

North, Todd

Case Type	Country	Filing Date	Application Number	Publication Number	Patent Number	Grant Date	Note	Opposition
National Applications/Priority applications								
Normal	DK	25 Jun 2003	PA 2003 00954				Lapsed by inaction	
Provisional	US	25 Jun 2003	60/482,315				Expired at end of life	
PCT Applications, National Phase								
Normal	WO	24 Jun 2004	PCT/DK2004/00451	WO 2004/113377			Expired at end of life	
PCT National Entry	AU	24 Jun 2004	2004249362		2004249362	25 Nov 2011		
PCT National Entry	CA	24 Jun 2004	2,530,233	Publication No. 2,530,233	Canadian Patent No. 2,530,233	11 Sep 2012		
PCT National Entry	IL	24 Jun 2004	171903		171903	01 Apr 2014		
PCT National Entry	JP	24 Jun 2004	2006-515732		4,579,912	03 Sep 2010		
PCT National Entry	NZ	24 Jun 2004	544017		544017	14 Aug 2008		
PCT National Entry	US	24 Jun 2004	10/560,961	US-2006-0240511-A1	7,763,452 B2	27 Jul 2010		
Divisional	US	28 Jun 2010	12/824,420	US 2010-0285071 A1	US Patent No. 8,022,039 B2	20 Sep 2011	Application allowed	
EP Validations								
PCT National Entry	EP	24 Jun 2004	04738948.1	1641819	1641819	22 Apr 2009	Application allowed, Opposition Period Ended	
EP Validation	AT	24 Jun 2004	04738948.1		1641819	22 Apr 2009		
EP Validation	CH+LI	24 Jun 2004	04738948.1		1641819	22 Apr 2009		
EP Validation	DE	24 Jun 2004	04738948.1		1641819	22 Apr 2009		
EP Validation	DK	24 Jun 2004	04738948.1		1641819	22 Apr 2009		
EP Validation	ES	24 Jun 2004	04738948.1		1641819	22 Apr 2009		
EP Validation	FR	24 Jun 2004	04738948.1		1641819	22 Apr 2009		
EP Validation	GB	24 Jun 2004	04738948.1		1641819	22 Apr 2009		
EP Validation	IT	24 Jun 2004	04738948.1		1641819	22 Apr 2009		
EP Validation	NL	24 Jun 2004	04738948.1		1641819	22 Apr 2009		
EP Validation	SE	24 Jun 2004	04738948.1		1641819	22 Apr 2009		

OFFICIAL TITLE

METHODS AND COMPOSITIONS FOR THE TREATMENT OF CANCER

FAMILY TITLE

BNIT0006-MVA-BN-HER2 + HER2

ASSIGNEES

RESPONSIBLE

North, Todd

Case Type	Country	Filing Date	Application Number	Publication Number	Patent Number	Grant Date	Note	Opposition
National Applications/Priority applications								
Provisional	US	19 Oct 2012	61/716,181					
PCT Applications, National Phase								
Normal	WO	16 Oct 2013	PCT/US13/65 197	WO/2014/062 778			Expired at end of life	
PCT National Entry	AU	16 Oct 2013	2013331328					
PCT National Entry	CA	16 Oct 2013	2,888,367					
PCT National Entry	IL	16 Oct 2013	PCT/US13/65 197					
PCT National Entry	JP	16 Oct 2013	2015-537785					
PCT National Entry	NZ	16 Oct 2013	797762					
PCT National Entry	US	16 Oct 2013	14/435,891	US 2015/0283220				
EP Validations								
PCT National Entry	EP	16 Oct 2013	13783779.5	2908851				

OFFICIAL TITLE

COMBINATION THERAPY FOR TREATING CANCER WITH AN ORTHOPOXVIRUS
EXPRESSING A TUMOR ANTIGEN

FAMILY TITLE

BNIT0007-MVA + CHECKPOINT
INHIBITORS

ASSIGNEES

RESPONSIBLE

North, Todd

Case Type	Country	Filing Date	Application Number	Publication Number	Patent Number	Grant Date	Note	Opposition
National Applications/Priority applications								
Provisional	US	05 Nov 2013	61/900,228					
PCT Applications, National Phase								
Normal	WO	31 Oct 2014	PCT/US14/63516	WO 2015/069571			Application filed	

OFFICIAL TITLE

COMBINATION THERAPY FOR TREATING CANCER WITH A RECOMBINANT POXVIRUS
EXPRESSING A TUMOR ANTIGEN AND AN IMMUNE CHECKPOINT MOLECULE
ANTAGONIST OR AGONIST

FAMILY TITLE

ASSIGNEES

RESPONSIBLE

BNIT0008-CHECKPOINT
INHIBITOR DOSAGING &
COMBINATIONS

Case Type	Country	Filing Date	Application Number	Publication Number	Patent Number	Grant Date	Note	Opposition
National Applications/Priority applications								
Provisional	US	13 May 2014	61/992,788				Application filed	
PCT Applications, National Phase								
Normal	WO	08 May 2015	PCT/US15/29855					

OFFICIAL TITLE

COMBINATION THERAPY FOR TREATING CANCER WITH A POXVIRUS EXPRESSING A
TUMOR ANTIGEN AND AN ANTAGONIST OF TIM-3

FAMILY TITLE

ASSIGNEES

RESPONSIBLE

BNIT0009-POXVIRUS + TIM-3

Case Type	Country	Filing Date	Application Number	Publication Number	Patent Number	Grant Date	Note	Opposition
National Applications/Priority applications								
Provisional	US	13 May 2014	61/992,771				Application filed	
PCT Applications, National Phase								
Normal	WO	08 May 2015	PCT/US15/29885					

OFFICIAL TITLE

PROMOTERS FOR POXVIRAL BRACHYURY EXPRESSION

FAMILY TITLE

ASSIGNEES

RESPONSIBLE

PROMOTERS FOR POXVIRAL
BRACHYURY EXPRESSION

Case Type	Country	Filing Date	Application Number	Publication Number	Patent Number	Grant Date	Note	Opposition
National Applications/Priority applications								
Provisional	US	31 Jul 2015	62/199,681					