

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3757425

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EXCELIMMUNE, INC.	01/13/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EXCELIMMUNE LIQUIDATING TRUST
<b>Street Address:</b>	282 CENTRAL STREET
<b>Internal Address:</b>	UNIT 9
<b>City:</b>	HUDSON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01749
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14037833
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)502-4095
<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>	
<b>Phone:</b>	617-248-5000
<b>Email:</b>	patentdocket@choate.com
<b>Correspondent Name:</b>	CHOATE, HALL & STEWART, LLP
<b>Address Line 1:</b>	TWO INTERNATIONAL PLACE
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110
<b>ATTORNEY DOCKET NUMBER:</b>	2012168-0005
<b>NAME OF SUBMITTER:</b>	FANGLI CHEN, PHD, JD
<b>SIGNATURE:</b>	/Fangli Chen/
<b>DATE SIGNED:</b>	02/26/2016
<b>Total Attachments: 4</b>	
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## ASSIGNMENT, ASSUMPTION AND BILL OF SALE

THIS ASSIGNMENT, ASSUMPTION AND BILL OF SALE is entered into this 13 day of January, 2016, by and among Excelimmune, Inc., a Delaware corporation ("Corporation"), and Excelimmune Liquidating Trust, a liquidating trust established by the Corporation as of the date hereof (the "Trust").

WHEREAS, the Corporation has entered into that certain Excelimmune Liquidating Trust Agreement, dated as of the date hereof, pursuant to which the Corporation shall sell, assign and transfer to the Trust all of its right title and interest in the assets of the Corporation and the Trust shall assume all of the liabilities and obligations of the Corporation.

NOW, THEREFORE, the parties hereto agree as follows:

1. Conveyance and Acceptance. The Corporation hereby irrevocably sells, assigns, and transfers to the Trust all of the Corporation's right, title and interest in the assets of the Corporation as the same shall exist on the date hereof on a worldwide basis (the "Assets"), except that the Corporation will retain sufficient assets to windup the affairs of the Corporation in accordance with the approved Plan of Liquidation. The Assets shall include, without limitation, all of the Corporation's right title and interest in (A) that certain Exclusive Patent License Agreement dated as of May 29, 2015 by and between Catalent Pharma Solutions, LLC and the Corporation (the "Catalent License Agreement) and (B)(1) the ACT technology described in Schedule 1.2 to the Catalent License Agreement and (ii) the patent rights set forth in Schedule 1.20 to the Catalent License Agreement. Schedule 1 provides a list of the patents assigned to the Trust. The Trust hereby accepts the sale, assignment and transfer of the Assets.

2. Further Assurances. At any time or from time to time after the date hereof, at the Trust's reasonable request, the Corporation shall execute and deliver to the Trust such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as the Trust may reasonably deem necessary or desirable in order more effectively to sell, assign and transfer to the Trust and to confirm the Trust's title to, all of the Assets, and, to the fullest extent permitted by law, to put the Trust in actual possession and operating control of the Assets and to assist the Trust in exercising all rights with respect thereto. The Corporation hereby constitutes and appoints the Trust as the true and lawful attorney of the Corporation, with full power of substitution, in the name of the Corporation or the Trust, but on behalf of and for the benefit of the Trust: (i) to demand and receive from time to time any and all of the Assets and to make endorsements and give receipts and releases for and in respect to the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all proceedings that the Trust may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Assets; (iii) to defend or compromise any and all proceedings in respect of any of the Assets; and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as the Trust shall deem desirable.

3. Assumption of Liabilities. The Trust hereby undertakes and agrees from and after the date hereof, subject to the limitations contained herein, to assume and to pay, perform and discharge when due all of the liabilities and obligations of the Corporation.

4. Miscellaneous.

(a) This Assignment, Assumption and Bill of Sale may be executed in any number of counterparts. Each of which will be deemed an original, but all of which together will constitute

one and the same instrument.

(b) This Assignment, Assumption and Bill of Sale shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Massachusetts without regard to the application of principles of conflicts of laws. Each party hereby consents to the exclusive personal jurisdiction of the state and federal courts located in Massachusetts.

(c) This Assignment, Assumption and Bill of Sale shall be binding upon and shall inure to the benefit of permitted assigns and successors.

[signature page follows]

IN WITNESS WHEREOF, this Assignment, Assumption and Bill of Sale has been duly executed and delivered by a duly authorized officer of each party on the day and year first above written.

EXCELIMMUNE, INC.

By:   
Name: Barry Kallander  
Title: President

EXCELIMMUNE LIQUIDATING TRUST

By:   
Name: Barry Kallander  
Title: Trustee

**Schedule 1**  
**Excelimune Portfolio**

Family I. METHODS FOR PRODUCING RECOMBINANT PROTEINS

CHS Orig Ref.	CHS New Ref.	Excelimune Ref.	Jurisdiction	Case Type	Application No.	Filing Date	Status	Notes
2010446-0007	2012168-0004	Please provide	US	CON	13/495993	13-Jun-2012	Granted (USPN 8617881); To be maintained	1
2010446-0028	2012168-0005	Please provide	US	DIV	14/037833	26-Sep-2013	Pending; To be maintained	1
2010446-0024	2012168-0006	EXL-0023AU	AU	PCT	2011329872	16-Nov-2011	Pending; To be maintained	1
2010446-0023	2012168-0007	EXL-002CA	CA	PCT	2817751	16-Nov-2011	Pending; To be maintained	1
2010446-0021	2012168-0008	EXL-002EP	EP	PCT	11801886.0	16-Nov-2011	Pending; To be maintained	1
2010446-0022	2012168-0009	EXL-002JP	JP	PCT	2013-539992	16-Nov-2011	Pending; To be maintained	1

Family III. STAPHYLOCOCCUS AUREUS SPECIFIC HUMAN RECOMBINANT POLYCLONAL ANTIBODIES AND USES THEREOF

CHS Orig Ref.	CHS New Ref.	Excelimune Ref.	Jurisdiction	Case Type	Application No.	Filing Date	Status
2010446-0016	2012168-TBD	Please provide	CA	PCT	2810030	02-Sep-2011	Abandoned (reinstatement deadline: 02-Sep-2016)

Note 1: Patents licensed to Catalent pursuant to Exclusive Patent License Agreement dated as of May 29, 2015 by and between Catalent Pharma Solutions, LLC and the Corporation (the "Catalent License Agreement")