## 503767922 04/04/2016

# PATENT ASSIGNMENT COVER SHEET

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 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
ANA M. GONZALEZ	07/10/2015
NICHOLAS S. WILSON	07/10/2015
DENNIS J. UNDERWOOD	07/10/2015

## **RECEIVING PARTY DATA**

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State/Country:	MASSACHUSETTS
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#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14724452

## **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 3617.0090002/EKS/CLD

NAME OF SUBMITTER: CYNTHIA L. DERENZO

SIGNATURE: /Cynthia L. DeRenzo #60,789/

DATE SIGNED: 04/04/2016

**Total Attachments: 2** 

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PATENT 503767922 REEL: 038186 FRAME: 0769

#### **ASSIGNMENT**

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to the undersigned inventor: **Ana M. GONZALEZ, Nicholas S. WILSON**, and **Dennis J. UNDERWOOD** hereby sell and assign to **Agenus Inc.**, a corporation formed under the laws of Delaware, whose mailing address is 3 Forbes Road, Lexington, MA 02421 (hereafter referred to as the Assignee), his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

- (a) in the invention(s) known as **Anti-GITR Antibodies and Methods of Use Thereof** for which application(s) have a filing date of May 28, 2015 (also known as United States Application No. 14/724,452, International Application No. PCT/US15/32895, Argentina Application No. P 15 01 01678, and Taiwan Application No. 104117180), in any and all applications thereon, in any and all Letters Patent(s) therefor, and
- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and
- (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor agrees to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

PATENT REEL: 038186 FRAME: 0770

Appl. Nos. 14/724,452, PCT/US15/32895, P 15 01 01678, and 104117180 Atty. Docket No. 3617.0090002

The undersigned inventor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor hereby represents that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor hereby grants the patent practitioners associated with CUSTOMER NUMBER 26111 the power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

The undersigned inventor hereby represents that he/she understands that the patent practitioners associated with CUSTOMER NUMBER 26111 are the legal representatives of, and attorneys for, the assignee, and are <u>NOT</u> the legal representatives of, and attorneys for, the inventor.

IN WITNESS WHEREOF, executed by the undersigned inventor on the date opposite his/her name.

Date: 7/10/2015 Signature of Inventor: MARIO (ON) Ana M. GONZALEZ

Date: 7/10/2015 Signature of Inventor: Nicholas S. WILSON

Date: 7/10/2016 Signature of Inventor: Dennis J. UNDERWOOD

ACCEPTED AND AGREED TO BY ASSIGNEE, Agenus Inc.

By: JUNUNGMALLES

Title: Chief Legal Officer + General Counse

Date: *JU/9 13, 201*5

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