

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4069888

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GALE SMITH	09/22/2016
YE LIU	09/22/2016
JING-HUI TIAN	09/22/2016
MICHAEL J. MASSARE	09/12/2016
SARATHI BODDAPATI	09/12/2016
ERICA SHANE	09/12/2016
CYNTHIA OLIVER	09/12/2016
GREGORY GLENN	09/23/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NOVAVAX, INC.
<b>Street Address:</b>	20 FIRSTFIELD ROAD
<b>City:</b>	GAITHERSBURG
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20878
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	62213947
Application Number:	62255786
Application Number:	62309216
Application Number:	62350973
Application Number:	15257436
PCT Number:	US1650413
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)842-7899
<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>	202-842-7800
<b>Email:</b>	zpatdcdocketing@cooley.com, mwardrick@cooley.com
<b>Correspondent Name:</b>	COOLEY LLP
<b>Address Line 1:</b>	1299 PENNSYLVANIA AVE, NW

PATENT

**Address Line 2:** SUITE 700  
**Address Line 4:** WASHINGTON, D.C. 20004

**ATTORNEY DOCKET NUMBER:** NOV-06-03US 305047-2730

**NAME OF SUBMITTER:** FRASER D. BROWN

**SIGNATURE:** /Fraser D. Brown/

**DATE SIGNED:** 09/27/2016

**Total Attachments: 12**

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source=NOV-06-03US\_305047-2730\_Assignment#page12.tif

## ASSIGNMENT

SMITH, Gale, residing at 14959 Finegan Farm Drive, Germantown, MD 20874, Ye LIU, residing at 6828 Walnut Creek Court, Clarksville, MD 21029, Jing-Hui TIAN, residing at 13429 Rising Sun Lane, Germantown, MD 20874, Michael J. MASSARE, residing at 5370 Ridge Road, Mt. Airy, MD 21771, Sarathi BODDAPATI, residing at 19254 Circle Gate Drive #203, Germantown, MD 20874, Erica SHANE, residing at 7254 Spring Side Way, McLean, VA 22101, Cynthia OLIVER, residing at 13517 Stonebarn Lane, North Potomac, MD 20878, and Gregory GLENN, residing at 14525 Montevideo Road, Poolesville, MD 20837 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled VACCINE COMPOSITIONS HAVING IMPROVED STABILITY AND IMMUNOGENICITY, and which is a:

- (1)  provisional application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. 62/213,947, and filed on **September 3, 2015**;
  - (c)
- (2)  provisional application
  - (d)  to be filed herewith; or
  - (e)  bearing Application No. 62/255,786, and filed on **November 16, 2015**;
  - (f)
- (3)  provisional application
  - (g)  to be filed herewith; or
  - (h)  bearing Application No. 62/309,216, and filed on **March 16, 2016**;
  - (i)
- (4)  provisional application
  - (j)  to be filed herewith; or
  - (k)  bearing Application No. 62/350,973, and filed on **June 16, 2016**;
- (5)  non-provisional application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. 15/257,436, and filed on **September 6, 2016**; and/or
- (6)  PCT application
  - (a)  bearing Application No. PCT/US2016/50413, and filed on **September 6, 2016**.

**WHEREAS, Novavax, Inc.**, a corporation having its principal place of business at 20 Firstfield Road, Gaithersburg, MD 20878 its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 9/22/16

By: Gale Smith  
Gale SMITH

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of MARYLAND )  
 ) ss.  
 County of MONTGOMERY )

On SEPTEMBER 22, 2016, before me, JOYCE MOONEY,  
 Notary Public, personally appeared GALE SMITH,  
 who proved to me on the basis of satisfactory evidence, to be the person(s) whose  
 name(s) is/are subscribed to the within instrument and acknowledged to me that  
 he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
 his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
 which the person(s) acted, executed the instrument.

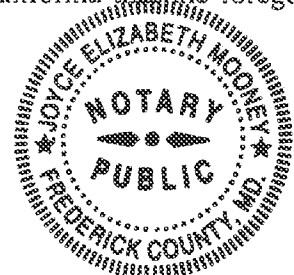
REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under  
 PENALTY OF PERJURY under the laws of the State of California that the foregoing  
 paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
 Signature of Notary Public

Place Notary Seal Above

My Commission Expires: December 16, 2019



Date: 9/22/16

By: Ye Liu  
Ye LIU

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of MARYLAND )  
 ) ss.  
 County of MONTGOMERY )

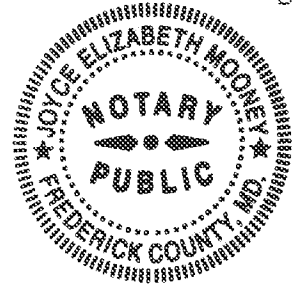
On SEPTEMBER 22, 2016, before me, JOYCE MOONEY,  
 Notary Public, personally appeared YE LIU,  
 who proved to me on the basis of satisfactory evidence, to be the person(s) whose  
 name(s) is/are subscribed to the within instrument and acknowledged to me that  
 he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
 his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
 which the person(s) acted, executed the instrument.

REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under  
 PENALTY OF PERJURY under the laws of the State of California that the foregoing  
 paragraph is true and correct.

WITNESS my hand and official seal.

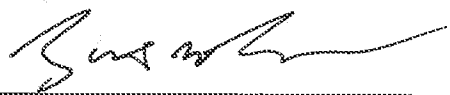
[Signature]  
 Signature of Notary Public

My Commission Expires: DECEMBER 16, 2019



Place Notary Seal Above

Date: 22 Sep 2016

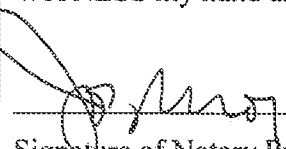
By:   
Jing-Hui TIAN

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

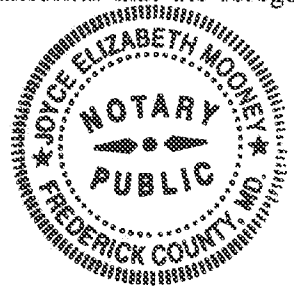
State of MARYLAND )  
 County of MONTGOMERY ) ss.  
 On SEPTEMBER 22, 2016, before me, JOYCE MOONEY  
 Notary Public, personally appeared JING-HUI TIAN  
 who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
 Signature of Notary Public

My Commission Expires: DECEMBER 16, 2019



Place Notary Seal Above



Date: 9/2/16

By: Michael J. Massare

**Michael J. MASSARE**

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State of MARYLAND )  
 ) ss.  
 County of MONTGOMERY )

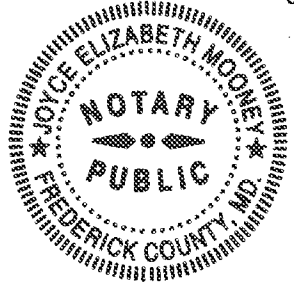
On SEPTEMBER 12, 2016, before me, Joyce MOONEY,  
 Notary Public, personally appeared MICHAEL MASSARE,  
 who proved to me on the basis of satisfactory evidence, to be the person(s) whose  
 name(s) is/are subscribed to the within instrument and acknowledged to me that  
 he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
 his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
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REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under  
 PENALTY OF PERJURY under the laws of the State of California that the foregoing  
 paragraph is true and correct.

WITNESS my hand and official seal.

Joyce Mooney  
 Signature of Notary Public

My Commission Expires: DECEMBER 16, 2019



Place Notary Seal Above

Date: 12 Sep 16

By: [Signature]  
**Sarathi BODDAPATI**

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State of MARYLAND )  
 ) ss.  
 County of MONTGOMERY )

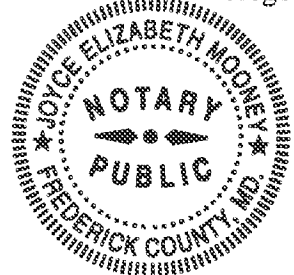
On SEPTEMBER 12, 2016, before me, JOYCE MOONEY,  
 Notary Public, personally appeared SARATHI BODDAPATI,  
 who proved to me on the basis of satisfactory evidence, to be the person(s) whose  
 name(s) is/are subscribed to the within instrument and acknowledged to me that  
 he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
 his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
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REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under  
 PENALTY OF PERJURY under the laws of the State of California that the foregoing  
 paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
 Signature of Notary Public

My Commission Expires: DECEMBER 16, 2019



Place Notary Seal Above

Date: 12 Sept/16

By: Erica Shane  
Erica SHANE

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State of MARYLAND )  
 ) ss.  
 County of MONTGOMERY )

On SEPTEMBER 12, 2016, before me, JOYCE MODNEY,  
 Notary Public, personally appeared ERICA SHANE,  
 who proved to me on the basis of satisfactory evidence, to be the person(s) whose  
 name(s) is/are subscribed to the within instrument and acknowledged to me that  
 he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
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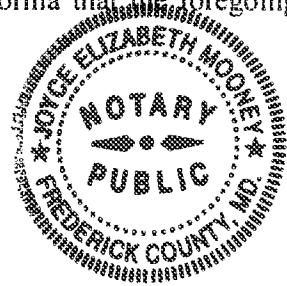
REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under  
 PENALTY OF PERJURY under the laws of the State of California that the foregoing  
 paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
 Signature of Notary Public

Place Notary Seal Above

My Commission Expires: December 16, 2019



Date: 18 September 2016

By: Cynthia Oliver  
Cynthia OLIVER

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State of MARYLAND )  
) ss.  
County of MONTGOMERY )

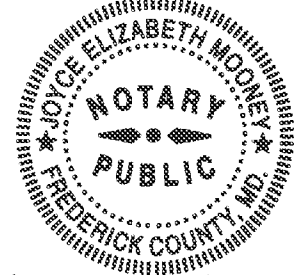
On SEPTEMBER, 2016, before me, JOYCE MOONEY,  
Notary Public, personally appeared CYNTHIA OLIVER,  
who proved to me on the basis of satisfactory evidence, to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
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paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

My Commission Expires: December 16, 2019



Place Notary Seal Above

Date: 23 Sep 2016

By: \_\_\_\_\_

*[Handwritten Signature]*  
Gregory GLENN

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of MARYLAND )  
 ) ss.  
 County of MONTGOMERY )

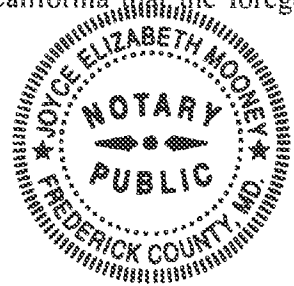
On SEPTEMBER 23, 2016, before me, JOYCE MOONEY,  
 Notary Public, personally appeared GREGORY GLENN,  
 who proved to me on the basis of satisfactory evidence, to be the person(s) whose  
 name(s) is/are subscribed to the within instrument and acknowledged to me that  
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WITNESS my hand and official seal.

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Signature of Notary Public

My Commission Expires: DECEMBER 16, 2019



Place Notary Seal Above

For and on behalf of ASSIGNEE:

Date: 23 September 2016

By: [Signature]

Name: JOHN A. HERRMANN III

Title: SVP, GENERAL COUNSEL, CORP. SECRETARY

Company: Novavax, Inc.

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State of MARYLAND )  
 ) ss.  
 County of MONTGOMERY )

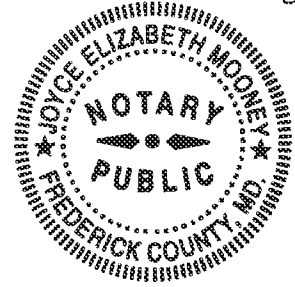
On SEPTEMBER 23, 2016, before me, JOYCE MOONEY,  
 Notary Public, personally appeared JOHN A. HERRMANN III,  
 who proved to me on the basis of satisfactory evidence, to be the person(s) whose  
 name(s) is/are subscribed to the within instrument and acknowledged to me that  
 he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
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WITNESS my hand and official seal.

[Signature]  
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My Commission Expires: DECEMBER 16, 2019



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