504159468 12/30/2016

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

### **CONVEYING PARTY DATA**

Name	Execution Date
PHILOCHEM AG	11/12/2009

# **RECEIVING PARTY DATA**

Name:	PHILOGEN S.P.A.	
Street Address:	LA LIZZA 7	
City:	SIENA	
State/Country:	ITALY	
Postal Code:	53100	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	14874923	

## **CORRESPONDENCE DATA**

**Fax Number:** (503)595-5301

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:** (503) 595-5300

Email: tanya.harding@klarquist.com
Correspondent Name: TANYA M. HARDING, PH.D.
Address Line 1: 121 S.W. SALMON STREET

Address Line 2: ONE WORLD TRADE CENTER, SUITE 1600

Address Line 4: PORTLAND, OREGON 97204

ATTORNEY DOCKET NUMBER:	6947-83916-05 TMH	
NAME OF SUBMITTER:	TANYA M. HARDING, PH.D.	
SIGNATURE:	/Tanya M. Harding/	
DATE SIGNED:	12/30/2016	

# **Total Attachments: 3**

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PATENT 504159468 REEL: 040810 FRAME: 0770

# ASSIGNMENT OF INVENTION AND RELATED INTELLECTUAL PROPERTY RIGHTS

### Parties:

- 1 The Inventor' ALESSANDRA VILLA
  of Hänggersmasse 90, 8105 Regenselock 3WITZERIAND
  (Address)
- 2 'The Company' PHILOCHEM AG (a corporation organized under the laws of Switzerland) c/o ETH-Zürich, Wolfgang-Pauli-Str. 10, HCI E520 8093 Zürich, Switzerland
- 2 'The Assignee' PHILOGEN S.p.A. (a corporation organised under the laws of Italy) of La Lizza 7, 53100 Siena, Italy

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### Recitals:

- (A) The Inventor is the joint inventor with others of the invention or inventions entitled A NOVEL ANTIGEN ASSOCIATED WITH THE NEOVASCULATURE OF TUMOUR METASTASES ("the Invention") for which the United States Provisional Patent Applications ("The Priority Applications") and the International PCT Application ("the PCT Application") set forth in the schedule hereto have been filed
- (B) The Inventor and the Company have agreed to execute this Assignment in order to confirm and ensure that, as between the parties to this Assignment, the contributions of the Inventor to the invention belong to the Assignee

### Operative provisions:

In consideration for the payment of £1.00 and other valuable consideration by the Assignee to the Inventor and the Company the receipt and sufficiency of which is hereby acknowledged by the Inventor and the Company:

- 1 The Inventor hereby sells and assigns to the Company, which accepts and further assigns to the Assignee, which accepts, absolutely and free from incumbrances and with effect from immediately prior to the filing of the PCT Application:
- 1.1 all their respective rights title and interest in all countries of the world in to and under the Invention, the Priority Applications and the PCT Application and all national and regional phases thereof and any and all divisionals, continuations and continuations-in-part of any of the aforesaid applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof and to retain any damages obtained as a result of such action:
- 1.2 all such rights as they may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention to the intent that the grant of any patents or other intellectual property protection for the Invention shall be in the

PATENT REEL: 040810 FRAME: 0771 name of and shall vest in the Assignee or its successors or assigns;

1.3 all such rights as they may have to claim priority from the Priority Applications in any and all applications for patent protection for the Invention, such rights to be enjoyed by the Assignee with effect from the date of filing of the PCT Application;

to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by the Inventor or the Company had this assignment not been made.

- The Inventor and the Company hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any patent applications in any countries or regions of the world which fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules of the any Patent Office for recordation of this document. It is understood and agreed that the Assignee's attorneys Mewburn Ellis LLP have represented only the Assignee and will continue to represent only the Assignee with respect to this invention.
- The Inventor and the Company hereby UNDERTAKE that at the request and cost of the Assignee or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning the Invention or any application for patent or other intellectual property protection for the Invention or any intellectual property protection granted pursuant to any such application.
- 4 The Inventor and the Company hereby request the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of the Assignee or its successors or assigns in accordance with this assignment.
- 5 This assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of the Inventor and the Company and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Assignee.

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IN WITNESS WHEREOF the parties hereto have executed this assignment and undertaking

# SCHEDULE

COUNTRY	Mewburn Eilis LLP COVER NO.	APPLN No.	FILING DATE
US	SMWFP6433114	60/909580	2 April 2007
US	SMWFP6468342	60/948564	9 July 2007
PCT	SMWFP6530604	PCT/IB2008/000965	31 March 2008

SIGNED BY ALESSANDRA VILLA
on: 18. NOVEITER 2009 ) Signature: Africa South
in the presence of:
Witness
Signature/UUQ_II/ommoccu
Name: LUCA MANNOCCI
Address: C/O ETH HONCGERBERG WOLFGANG PAULI STRASSE 10 BZURICH - SWITZERLAND SIGNED for and on behalf of )
PHILOCHEM AG
on: AL NOVERBER 2009. ) Signature:
in the presence of: ) Name: DVCGO NERI
Witness   Managet Position: PRESIDENT
Signature: JUCO MOMOCCU
Name: LUCA MANNOCCI
Address: C/O ETH HONGGERBERG
WOLF CANG PAULI STRASSE 10 ZURICH - SWITZERLAND
SIGNED for and on behalf of )
PHILOGEN S.p.A. )
on: 12 NOVEMBER 2009 ) Signature: Miouaum Abri
in the presence of: ) Name: GIOVANNI NERU
Witness Position: MANAGER OF IP RIGHTS
Signature AMCO III OMMOCO
Name: LUCA MANNOCCI
Address: C/O ETH HONGLERBERG
WOLFGANG - PAULI STRASSE 10
EURICH -SWITZERUAMD

PATENT REEL: 040810 FRAME: 0773

**RECORDED: 12/30/2016**