504244170 02/24/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4290848

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
TAKEFUMI GEMBA	09/12/2016
RYOICHI NAGATA	09/12/2016
IKUMI SHIGA	08/28/2016

RECEIVING PARTY DATA

Name:	SHIN NIPPON BIOMEDICAL LABORATORIES, LTD.
Street Address:	2438, MIYANOURA-CHO
City:	KAGOSHIMA-SHI
State/Country:	JAPAN
Postal Code:	8911394

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15111800

CORRESPONDENCE DATA

Fax Number: (617)502-5002

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: 617-248-5000

Email: PatentDocket@choate.com

CHOATE HALL & STEWART LLP-PATENT DOCKET Correspondent Name:

Address Line 1: TWO INTERNATIONAL PLACE

Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2010577-0007	
NAME OF SUBMITTER:	DANIELLE M. NIHAN	
SIGNATURE:	/Danielle M. Nihan/	
DATE SIGNED:	02/24/2017	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 8

source=0007_Assignment_Declaration#page1.tif source=0007 Assignment Declaration#page2.tif source=0007_Assignment_Declaration#page3.tif

> **PATENT REEL: 041371 FRAME: 0686** 504244170



PATENT REEL: 041371 FRAME: 0687

Docket Number: 2010577-0007

COMBINED JOINT ASSIGNMENT & DECLARATION

A. <u>ASSIGNMENT</u>

WHEREAS, each of the below-named inventors whose name and residence is set forth in the following Table 1:

Inventor Name	City, State
1. Takefumi Gemba	Kagoshima-Shi, Japan
2. Ryoichi Nagata	Kagoshima-Shi, Japan
3. Ikumi Shiga	Kagoshima-Shi, Japan

Table 1

hereby declares and agrees, on behalf of himself/herself and all of his/her successors and assigns that each is aware of the patent application(s) entitled:

CHIRAL NUCLEIC ACID ADJUVANT HAVING IMMUNITY INDUCTION ACTIVITY, AND IMMUNITY INDUCTION ACTIVATOR; and

prepared for filing in the United Sta	ates Patent and T	rademark Office; o	r
x identified by United States Applica	tion Serial No.	15/111800	
filed in the United States Patent and Trademark	k Office on;	July 14, 2016	; and
x identified by International Patent Application No. PCT/JP15/50716 filed on January 14, 2015; and			'16
x and is also aware of the following p	priority application	ons:	
Serial No.		Filed	
JP 2014-005509	Janua	ary 15, 2014	

WHEREAS SHIN NIPPON BIOMEDICAL LABORATORIES, LTD. (hereinafter "ASSIGNEE"), having a usual place of business at 2438, Miyanoura-cho, Kagoshima-shi, 8911394, JAPAN, desires to acquire or confirm an interest therein;

NOW, THEREFORE, to all whom it may concern be it known that, in consideration of agreements previously and duly entered into between the parties, and/or for other good and valuable consideration, the receipt of which is hereby acknowledged, each of us has sold, assigned, and transferred and/or do hereby sell, assign, and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title, and interest in and throughout

Page 1 of 8

2010577-0007

7704319v1

the United States of America, its territories and all foreign countries, in and to any and all inventions described in the patent application, and/or any priority applications noted above, including any right of priority thereto; and hereby confirm that my sale, assignment and transfer is and was effective at least as of the filing date of the patent application and/or priority application. Our sale, assignment and transfer applies to the above-referenced patent application, and to any application that is based in whole or in part on the patent application, including any divisional, continuing, substitute, renewal, reissue, reexamination and other applications, for example that claim priority to the patent application. Also, this sale, assignment and transfer pertains to any and all other rights arising under or pursuant to any and all international agreements, treaties, or laws relating to the protection of industrial property, including all rights of priority under the International Convention for the Protection of Industrial Property, and in and to any such patent(s) as may issue thereon including any and all original and reissued patents which have been or shall be issued in the United States and foreign countries; said inventions, applications, and patent(s) to be held and enjoyed by ASSIGNEE for its own use and for its successors, assigns and legal representatives, to the full end of the term for which said patent(s) may be granted as fully and entirely as the same would have been held by each of us had this sale, assignment and transfer not been made;

AND, each of us hereby acknowledges that this Assignment, being of our entire right, title, and interest in and to the inventions, carries with it the right in ASSIGNEE, by attorneys and agents of ASSIGNEE selection, to apply for and receive any and all patent(s) for said inventions in its own name;

AND, each of us hereby further agrees for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the patent(s) to ASSIGNEE, its successors, assignees, and legal representatives, but at its expense and charges, including the execution of application for patents in foreign countries, the execution of substitution, reissue, divisional or continuation applications, and the giving of testimony, preliminary statements, or other statements in any interference or other proceeding in which the inventions or any applications or patents directed to the inventions may be involved by communicating to the ASSIGNEE all facts we know relating to the inventions and their history, and generally by doing everything possible which ASSIGNEE shall consider desirable for aiding in securing and maintaining proper patent protection for the inventions and for vesting title in the inventions and all applications for patent and all patents on the inventions in ASSIGNEE;

AND, each of us further hereby authorizes ASSIGNEE or its attorneys or agents to insert the correct serial number(s) and/or filing date(s) into this assignment document, if appropriate;

AND, each of us hereby appoints ASSIGNEE as our common agent for purposes of prosecuting international patent applications and any national patent applications for which such common agency is recognized;

AND, each of us hereby requests the Commissioner for Patents of the United States Patent and Trademark Office to issue any and all patent(s) as shall be granted upon said

Page 2 of 8

2010577-0007

7704319v1

application or applications based thereon to ASSIGNEE, its successors, assigns, and legal representatives;

AND, each of us covenants with said ASSIGNEE that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by us, and that full right to convey the same as herein expressed is possessed by us.

Page 3 of 8

B. DECLARATION (37 CFR 1.63)

As below named inventors, we hereby declare that:

This declaration is directed to the patent application entitled:

CHIRAL NUCLEIC ACID ADJUVANT HAVING IMMUNITY INDUCTION ACTIVITY, AND IMMUNITY INDUCTION ACTIVATOR; and

Office;	attached hereto or prepared for filing in the United St	tates Patent and Traden	ıark
	x identified by United States Application Serial No the United States Patent and Trademark Office on	15/111800 July 14, 2016	; or
filed or	identified by International Patent Application No. January 14, 2015	PCT/JP15/50716	

The above-identified application was made or authorized to be made by us.

We believe that we are the original joint inventors of a claimed invention in the application.

We hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

We have reviewed and understand the contents of the application, including the claims and are aware of the duty to disclose to the United States Patent and Trademark Office all information known to be material to patentability as defined in 37 CFR 1.56.

Page 4 of 8

2010577-0007

7704319v1

Signature: Takefumi Ge	- Gull mba		Date:	9/12/16
Witness Signature:	m Su Masara	zuke) Suzuki	Date:	9/12/16
Witness Name (printed): Witness Signature: Witness Name (printed):	Shintaro Shintaro	,	Date:	P/12/16

Page 5 of 8

Signature: Ryoichi Naga	ita		Date:	9/12/16
Witness Signature: Witness Name (printed):		Suzuki	Date:	9/12/16
Witness Signature:	Shintaro	Kuhara	Date:	3/12/16
Witness Name (printed):	Shintaro	Kuhara		

Page 6 of 8

Signature: Ikumi Shiga	Date: <u>August 28, 2011</u>
Ikumi Shiga	
Witness Signature: And Suzaki	Date: 9/12/16
Witness Name (printed): Masaya Suzuki	_
Witness Signature: Shintaro Kuhara	Date: 9/12/16
Witness Name (printed): Shintaro Kuhara	

Page 7 of 8

ASSIGNEE:

SHIN NIPPON BIOMEDICAL LABORATORIES, LTD.

By:	Date: 9/12/16
Name: Ryoichi Nagata	
Title: Chairman & President	
Witness Signature: In Singuhi	Date:
Witness Name (printed): Masaya Suzuki	
Witness Signature: Shintaro Kuhara	Date: _ ?//2 //6
Witness Name (printed): Shintato Kuhata	

Page 8 of 8

7704319v1

RECORDED: 02/24/2017

2010577-0007

PATENT REEL: 041371 FRAME: 0695