

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4439267

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GALE SMITH	03/31/2009
RICK BRIGHT	01/13/2006
PETER M. PUSHKO	03/31/2009
JINYOU ZHANG	05/01/2006
KUTUB MAHMOOD	03/30/2009
RECEIVING PARTY DATA	
Name:	NOVAVAX, INC.
Street Address:	20 FIRSTFIELD ROAD
City:	GAITHERSBURG
State/Country:	MARYLAND
Postal Code:	20878
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15608532
CORRESPONDENCE DATA	
Fax Number:	(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>	
Email:	zpatdcdocketing@cooley.com
Correspondent Name:	FRASER D. BROWN
Address Line 1:	1299 PENNSYLVANIA AVENUE, NW
Address Line 2:	SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	NOVV-029/04US 305047-2754
NAME OF SUBMITTER:	FRASER D. BROWN
SIGNATURE:	/Fraser D. Brown/
DATE SIGNED:	06/01/2017
Total Attachments: 12	
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ASSIGNMENT

Gale SMITH, residing in Rockville, MD; Rick BRIGHT, residing in Washington, DC; Peter M. PUSHKO, residing in Rockville, MD; Jinyou ZHANG, residing in Plainsboro, NJ; and Kutub MAHMOOD, residing in Cupertino, CA (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 FUNCTIONAL INFLUENZA VIRUS LIKE PARTICLES (VLPs), and which is a:

- (1) provisional application
 - (a) to be filed herewith; or
 - (b) bearing Application No. _____, and filed on _____; or
- (2) non-provisional application
 - (a) to be filed herewith; or
 - (b) bearing Application No. 12/340,186, and filed on December 19, 2008.

WHEREAS, NOVAVAX, INC., a corporation having its principal place of business at 2920 Belward Campus Drive, Rockville, MD 20850 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent 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 if the Assignor has already done so via a prior agreement with 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 for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

20 FIRSTFIELD ROAD, GAITHERSBURG, MD 20878
Z.A.
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(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 the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); 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) 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.

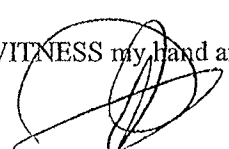
The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, 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 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: 3/31/09

By: Gale Smith
Gale SMITH

State of Maryland)
County of Montgomery) ss.
On March 31, 2009, before me, Geraldine C. Smith, Notary Public, personally appeared Gale Smith, personally known to me or 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.

WITNESS my hand and official seal.

Geraldine C. Smith, Notary Public
Montgomery County, Maryland
My commission expires 4/1/12

Signature of Notary Public Place Notary Seal Above

My Commission Expires: 4/1/12

Date: _____

By: _____

Rick BRIGHT

State of _____)
County of _____) ss.

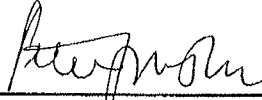
On _____, before me, _____, Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.

WITNESS my hand and official seal.

Signature of Notary Public

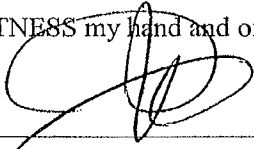
Place Notary Seal Above

My Commission Expires: _____

Date: March 31, 2009 By: 
Peter M. PUSHKO

State of Maryland)
 County of Montgomery) ss.

On March 31, 2009, before me, Geraldine C. Smith, Notary Public, personally appeared Peter Pushko, personally known to me or 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.

WITNESS my hand and official seal.
 **Geraldine C. Smith, Notary Public**
 Montgomery County, Maryland
 My commission expires 4/1/12

Signature of Notary Public Place Notary Seal Above

My Commission Expires: 4/1/12

Date: _____

By: _____
Jinyou ZHANG

State of _____) County of _____) ss.	
On _____, before me, _____, Notary Public, personally appeared _____, personally known to me or 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.	
WITNESS my hand and official seal.	
_____ Signature of Notary Public	Place Notary Seal Above
My Commission Expires: _____	

Date: 30th March 2009

By: *Kutub MAHMOOD*
Kutub MAHMOOD ..

State of _____)
County of See attached) ss.

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me or 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.

WITNESS my hand and official seal.

Signature of Notary Public

gmr
Place Notary Seal Above

My Commission Expires: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

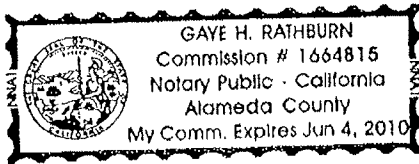
On March 30, 2009 before me, Gaye H. Rathburn, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kutub Mahmood
Name(s) of Signer(s)

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.

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.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment

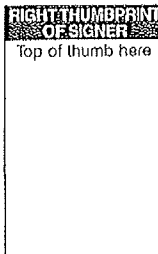
Document Date: N/A Number of Pages: 2 + separate notarizations

Signer(s) Other Than Named Above: Gale Smith, Rick Bright, Peter M. Pushko, Jinyou Zhang

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kutub Mahmood

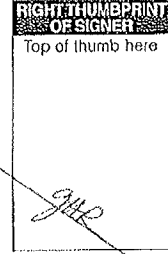
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: _____



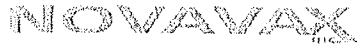
Signer Is Representing: Self

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____




EMPLOYEE PROPRIETARY INFORMATION AGREEMENT

As a condition of my employment by Novavax, Inc. I agree as follows:

1. I hereby assign and agree to Novavax, Inc., all rights, title and interest I may now or at any time hereafter have in or to any of the Proprietary Information.
2. I will at all times hereafter take all action and sign and deliver all instruments Novavax, Inc. may require to vest or perfect full right, title and interest in and to the Proprietary Information or to assist Novavax, Inc. in filing or prosecuting any application in any country, for any patent, trademark, copyright or other right therein, or any modification, reissue, division, continuation, revival, or extension thereof, or in conducting any legal or administrative proceedings for securing, protecting or enforcing any of the foregoing. I further agree, upon request made by Novavax, Inc., at any time, which I will promptly return to Novavax, Inc. all Proprietary Information which may be in my possession in any form.
3. I am not subject to any agreement of restriction, limiting in any way the scope of this agreement or in any way inconsistent herewith. I will not hereafter assume any such restriction.
4. I will not at any time hereafter disclose to third persons or use for my benefit of any third party, any Proprietary Information without Novavax, Inc.'s prior written authorization in each particular case. Section 5 and 6 shall supplement and not limit this section.
5. During this period of my employment by Novavax, Inc.;
 - a. I will devote my full time and best effort solely to the business of Novavax, Inc. I will sell or negotiate with respect to goods and services offered by Novavax, Inc. only under the terms and conditions prescribed by Novavax, Inc.
 - b. I will not directly or indirectly, without Novavax, Inc.'s prior written consent;
 1. employ, nor negotiate with concerning employment, any person who was employed by Novavax, Inc. during the period of Novavax, Inc. employment nor;
 2. sell to, offer to sell to, nor negotiate with any third party with respect to goods or services offered by any third party which goods and services are similar to those offered by Novavax, Inc. nor;

3. have interest (other than less than 1% stock interest in a corporation) in, or be affiliated with, or render any services for, any third party.
6. As used herein, " Proprietary Information" shall mean: (a) any and all inventions, ideas, research, processes, formulas, projects, improvements and developments which have not been generally available and which are made, conceived or reduced to practice during the period of my employment with Novavax, Inc. by me, alone or in concert with other employees or consultants or at any time, in whole or in part at the expense of Novavax, Inc. or on Novavax, Inc.'s premises and (b) any and all clients or customer lists, trade secrets, or any of its licensees during the period of my employment; all whether or not unpublished, confidential or protected by patent, trademark, copyright of another form of legal protection, whether or not if any attempt has been made to secure each protection, and whether or not in any way attempt has been made to secure each protection, and whether or not in any way related to subject matter of work done by me for or at the request of Novavax, Inc.
7. I shall be entitled to reimbursement for reasonable out of pockets expenses incurred pursuant to, and if I am not then an employee of Novavax, Inc. compensation (on a reasonable per diem basis), for the performances of my obligations under section 2, but shall not be entitled to any additional compensation or payment or reimbursement of any other expenses, by reason of the agreement or anything done pursuant hereto.
8. This agreement shall be binding upon my personal representative and shall inure to the benefit of Novavax, Inc. and its successors and assigns. If any provision of this agreement shall be invalid or unenforceable to any extent, the remainder of this agreement shall not be affected thereby. Each and every provision of this agreement shall be valid and enforced to the fullest extent permitted by law. All of the terms of this agreement shall survive any termination of any employment, whether such termination is voluntarily or involuntarily or with or without cause. As my obligation hereunder are special, unique and extraordinary, breach by me of any term or provision of this agreement shall be deemed material, and shall be deemed to cause irreparable injury not properly compensable by damage in an action at law, and the rights and remedies of Novavax, Inc. hereunder may therefore be enforced both at law and in equity, by injection or otherwise. All of the rights and remedies of Novavax Inc. shall be cumulative and not alternative. Neither this agreement, nor any term or provision hereof, may be waived or modified in whole or in part except by a written instrument signed by one of Novavax, Inc.'s officers expressly stating that it is intended to operate as a waiver or modification of this agreement.


Signature

Jinyou Zhang
Print Name

May 1, 2006
Date

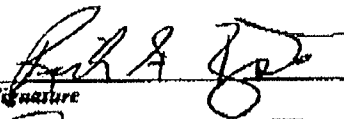



EMPLOYEE PROPRIETARY INFORMATION AGREEMENT

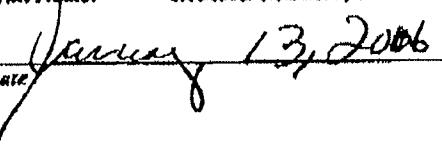
As a condition of my employment by Novavax, Inc. I agree as follows:

1. I hereby assign and agree to Novavax, Inc., all rights, title and interest I may now or at any time hereafter have in or to any of the Proprietary Information.
2. I will at all times hereafter take all action and sign and deliver all instruments Novavax, Inc. may require to vest or perfect full right, title and interest in and to the Proprietary Information or to assist Novavax, Inc. in filing or prosecuting any application in any country, for any patent, trademark, copyright or other right therein, or any modification, reissue, division, continuation, revival, or extension thereof, or in conducting any legal or administrative proceedings for securing, protecting or enforcing any of the foregoing. I further agree, upon request made by Novavax, Inc., at any time, which I will promptly return to Novavax, Inc. all Proprietary Information which may be in my possession in any form.
3. I am not subject to any agreement of restriction, limiting in any way the scope of this agreement or in any way inconsistent herewith. I will not hereafter assume any such restriction.
4. I will not at any time hereafter disclose to third persons or use for my benefit of any third party, any Proprietary Information without Novavax, Inc.'s prior written authorization in each particular case. Section 5 and 6 shall supplement and not limit this section.
5. During this period of my employment by Novavax, Inc.;
 - a. I will devote my full time and best effort solely to the business of Novavax, Inc. I will sell or negotiate with respect to goods and services offered by Novavax, Inc. only under the terms and conditions prescribed by Novavax, Inc.
 - b. I will not directly or indirectly, without Novavax, Inc.'s prior written consent;
 1. employ, nor negotiate with concerning employment, any person who was employed by Novavax, Inc. during the period of Novavax, Inc. employment nor;
 2. sell to, offer to sell to, nor negotiate with any third party with respect to goods or services offered by any third party which goods and services are similar to those offered by Novavax, Inc. nor;

3. have interest (other than less than 1% stock interest in a corporation) in, or be affiliated with, or render any services for, any third party.
6. As used herein, "Proprietary Information" shall mean: (a) any and all inventions, ideas, research, processes, formulas, projects, improvements and developments which have not been generally available and which are made, conceived or reduced to practice during the period of my employment with Novavax, Inc. by me, alone or in concert with other employees or consultants or at any time, in whole or in part at the expense of Novavax, Inc. or on Novavax, Inc.'s premises and (b) any and all clients or customer lists, trade secrets, or any of its licensees during the period of my employment; all whether or not unpublished, confidential or protected by patent, trademark, copyright or another form of legal protection, whether or not if any attempt has been made to secure each protection, and whether or not in any way attempt has been made to secure each protection, and whether or not in any way related to subject matter of work done by me for or at the request of Novavax, Inc.
7. I shall be entitled to reimbursement for reasonable out of pockets expenses incurred pursuant to, and if I am not then an employee of Novavax, Inc. compensation (on a reasonable per diem basis), for the performances of my obligations under section 2, but shall not be entitled to any additional compensation or payment or reimbursement of any other expenses, by reason of the agreement or anything done pursuant hereto.
8. This agreement shall be binding upon my personal representative and shall inure to the benefit of Novavax, Inc. and its successors and assigns. If any provision of this agreement shall be invalid or unenforceable to any extent, the remainder of this agreement shall not be affected thereby. Each and every provision of this agreement shall be valid and enforced to the fullest extent permitted by law. All of the terms of this agreement shall survive any termination of any employment, whether such termination is voluntarily or involuntarily or with or without cause. As my obligation hereunder are special, unique and extraordinary, breach by me of any term or provision of this agreement shall be deemed material, and shall be deemed to cause irreparable injury not properly compensable by damage in an action at law, and the rights and remedies of Novavax, Inc. hereunder may therefore be enforced both at law and in equity, by injunction or otherwise. All of the rights and remedies of Novavax Inc. shall be cumulative and not alternative. Neither this agreement, nor any term or provision hereof, may be waived or modified in whole or in part except by a written instrument signed by one of Novavax, Inc.'s officers expressly stating that it is intended to operate as a waiver or modification of this agreement.


Signature


Print Name: RICK A. BRIGHT, MD


Date