

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4504428

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IGENICA BIOTHERAPEUTICS, INC.	05/05/2017
RECEIVING PARTY DATA	
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City:	BOULOGNE-BILLANCOURT
State/Country:	FRANCE
Postal Code:	92100
PROPERTY NUMBERS Total: 1	
Property Type	Number
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ATTORNEY DOCKET NUMBER:	03715.0218-00000
NAME OF SUBMITTER:	CARLA MOUTA-BELLUM
SIGNATURE:	/Carla A. Mouta-Bellum/
DATE SIGNED:	07/13/2017
Total Attachments: 7	
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source=Assignemnt#page6.tif	

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "Assignment"), dated May 5, 2017, between Igenica Biotherapeutics, Inc., ("Assignor") (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) and Pierre Fabre Médicament ("Assignee") (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated April 26, 2017 (the "Agreement");

WHEREAS, the Agreement provides for the execution and delivery of this Assignment by Assignor to Assignee;

WHEREAS, the Assignor owns the patent applications and patents set forth in Appendix A attached hereto (collectively, the "Assigned Patents"); and

WHEREAS, the parties desire that Assignor shall assign to Assignee all of its right, title and interest in and to the Assigned Patents;

NOW, THEREFORE, subject to the terms and conditions of the Agreement, and in consideration of the premises set forth above and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor hereby sells, conveys, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Assigned Patents, free and clear of all encumbrances; all rights to apply for registration in foreign countries with full benefit of such priority as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Patents, including, without limitation, the right to compromise, sue for and collect such profits and damages; all of the foregoing to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Agreement. To the extent any provision of this Assignment conflicts with or is inconsistent with the terms of the Agreement, the applicable terms of the Agreement shall control and govern.

3. Capitalized terms used herein without definition shall have the meanings set forth in the Agreement.

4. Clause 13(e) (*Further Assurances*) of the Agreement applies equally to this Assignment and is hereby incorporated herein by reference.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws rules thereof.

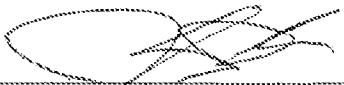
6. This Assignment shall be deemed effective upon the signing of this Assignment by the second party to do so.

7. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

IGENICA BIOTHERAPEUTICS, INC.

By: 
Name: _____
Title: *Chief Financial Officer*

PIERRE FABRE MÉDICAMENT

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

IGENICA BIOTHERAPEUTICS, INC.

By: _____
Name:
Title:

PIERRE FABRE MÉDICAMENT

François Duchesne
By: _____
Name:
Title:

Président

Appendix A to Patent Assignment

Patents

1. WO2014/197849: All of the patent family listed in the table below, including the priority applications, the international application, the national phases applications, and all of the eventual patent applications derived thereof, including divisionals, continuations, continuations in part, and patent term extensions, as well as the right of priority associated with all these applications.

FAMILY 7 - IGN381				
ANTI-C10ORF54 ANTIBODIES AND USES THEREOF	61/832,135	Jun-06-2013	LIPPINCOTT, JOHN; VAN DER HORST, EDWARD THEIN HTUN; YOUNG, SUN KIM; and PRESTA, LEONARD G.	United States of America
ANTI-C10ORF54 ANTIBODIES AND USES THEREOF	61/934,615	Jan-31-2014	LIPPINCOTT, JOHN; VAN DER HORST, EDWARD THEIN HTUN; YOUNG, SUN KIM; and PRESTA, LEONARD G.	United States of America
ANTI-C10ORF54 ANTIBODIES AND USES THEREOF	PCT/US2014/041388 [WO2014/197849]	Jun-06-2014	LIPPINCOTT, JOHN; VAN DER HORST, EDWARD THEIN HTUN; YOUNG, SUN KIM; and PRESTA, LEONARD G.	Patent Cooperation Treaty ¹
¹ National filings of PCT in: Australia (2014274660), Canada (2,914,369), European Patent Office (14807930.4), Israel (242962), Japan (2016-518049), New Zealand (714765), Singapore (11201509982U), South Africa (2015/08896), United States (14/895,919)				



Patents

1. WO2014/197849: All of the patent family listed in the table below, including the priority applications, the international application, the national phases applications, and all of the eventual patent applications derived thereof, including divisionals, continuations, continuations in part, and patent term extensions, as well as the right of priority associated with all these applications.

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2. WO2016/094837: All of the patent family listed in the table below, including the priority applications, the international application, and all of the future and eventual patent applications derived thereof, including the national phases applications, divisionals, continuations, continuations in part, and patent term extensions, as well as the right of priority associated with all these applications.

FAMILY 11 - IGN381				
ANTI-C10ORF54 ANTIBODIES AND USES THEREOF	62/090,880	Dec-11-2014	LIPPINCOTT, JOHN; VAN DER HORST, EDWARD THEIN HTUN; YOUNG, SUN KIM; PRESTA, LEONARD G.	United States of America
ANTI-C10ORF54 ANTIBODIES AND USES THEREOF	PCT/US2015/065331 [WO2016/094837]	Dec-11-2015	LIPPINCOTT, JOHN; VAN DER HORST, EDWARD THEIN HTUN; YOUNG, SUN KIM; PRESTA, LEONARD G.	Patent Cooperation Treaty