

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT5017936

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NATIONAL CANCER CENTER	03/22/2016
RECEIVING PARTY DATA	
Name:	EUTILEX CO., LTD
Street Address:	DAERYUNG TECHTOWN 17, #1401,
Internal Address:	GASAN DIGITAL 1-RO, GEUMCHEON-GU
City:	SEOUL
State/Country:	KOREA, REPUBLIC OF
Postal Code:	08594
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15936209
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ATTORNEY DOCKET NUMBER:	2012994-0037
NAME OF SUBMITTER:	TRACY L. VRABLIK, PHD
SIGNATURE:	/TRACY L. VRABLIK/
DATE SIGNED:	06/21/2018
Total Attachments: 14	
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EXCLUSIVE LICENSE AGREEMENT

March 22, 2016

National Cancer Center

(Madu-dong) 323 Ilsan-ro, Ilsandong-gu,
Goyang-si, Gyeonggi-do, 410-769,
Republic of Korea

President:

Lee, Kang-Hyun

Eutilex Co., Ltd.

Daeryung Technotown 17, #1401, Gasan
digital 1-ro, Geumcheon-gu, Seoul,
08594, Republic of Korea

Representative Director:

Kwon, Byoung-Se

The exclusive license agreement (hereinafter referred to as "This agreement") about the patents



related to "therapeutic agent for immune cells," the right of which is held by NCC is made between the holder of the patent rights, National Cancer Center, an organization of the country of Korea and having a place of business of (Madu-dong) 323, Ilsan-ro, Ilsandong-gu, Goyang-si, Gyeonggi-do, 410-769, Republic of Korea (hereinafter referred to as "NCC") and Eutilex Co., Ltd., an organization of the country of Korea, and having a place of business of Daeryung Technotown 17, suite #1401, Gasan digital 1-ro, Geumcheon-gu, Seoul, 08594, Republic of Korea (hereinafter referred to as "Eutilex").

Article 1 (Purpose of agreement)

This agreement is made to grant "Eutilex" the exclusive license with respect to the patents (hereinafter referred to as "the subject patent") held by "NCC" as set forth in Article 2, to cooperate on the development of products thereof, and to define the right and obligation between the parties regarding the payment of the royalties thereof by "Eutilex."

Article 2 (Indication of patent rights)

(1) The subject matter of the patents for which this agreement is made is provided below.

No.	Title of Invention	Country	Application No. (Filing date)	Registration No. (Date of registration)
1	A method for isolating and expanding antigen-specific CD8 ⁺ T cells using an 4-1BB ligand pentamer protein	KR	10-2008-0073198 (July 25, 2008)	10-1103603 (January 2, 2012)
2	Methods for isolation and proliferation of	KR	10-2014-0029198 (March 12, 2014)	10-1503341 (March 11, 2015)
		PCT		

autologous cancer antigen-specific CD8 ⁺ T cells	US	14/656,355 (March 12, 2015)	
	CN	201580001522.6 (February 2, 2016)	
	HK	16109673.7 (August 12, 2016)	
	CA	2,942,557 (September 12, 2016)	
	EP	15761276.3 (September 12, 2016)	
	AU	2015230611 (September 9, 2016)	
	IN	201617033797 (October 3, 2016)	
	JP	2016-575276 (September 12, 2016)	

(2) NCC shall warrant that it is a lawful holder of the rights of the subject patents, and when any objection is raised by a third party with respect to the establishment of the exclusive license hereunder, NCC shall have responsibility therefor and resolve it.

Article 3 (Definition)

Unless otherwise specified in this agreement, the following terms used in this agreement have the following meanings, respectively;

(1) "Working" refers to an act falling under each item of Article 2(3) of the Korean Patent Act, and unless the scope of the act of working the overseas patents is limited according to the laws of the foreign countries, it shall be construed as the same meaning.

(2) "Exclusive license" refers to a right granted to exclusively work the subject patents within the scope determined hereunder.

(3) "Patent Product" shall refer to a product (or an intermediate or material in the event that such an intermediate or material is produced and sold) produced using the subject patent technique or apparatus for producing the product, and shall refer to a process in the event that the process of the subject patent technique is the final target.

(4) "Agreement territory" shall refer to the region within which this agreement is enforceable, and shall be limited to countries in which the subject patent application was filed (including countries for which the national phase will be entered in the future in connection with PCT/KR2015/002356).

(5) "The event that an article is approved" shall refer to a time at which approval of an article (or the corresponding administrative measures in a foreign country) with respect to the subject patent product is completed by the Ministry of Food and Drug Safety (or the corresponding organization in a foreign country).

Article 4 (Scope of the exclusive license and terms of agreement)

(1) NCC shall grant "Eutilex" the exclusive license to exclusively use the subject patent to manufacture and sell the patent product within the agreement territory.

(2) The exclusive license of "Eutilex" over the subject patent shall apply to the agreement territory from the effective date of this agreement, and shall survive until the patent right of the subject patent expires (including the case in which the duration is terminated; the same shall apply hereinafter). In this case, in the event that a part of the patent right of the subject patent expires before another, the agreement for each patent shall expire according to the order in which the date of expiration arrives.

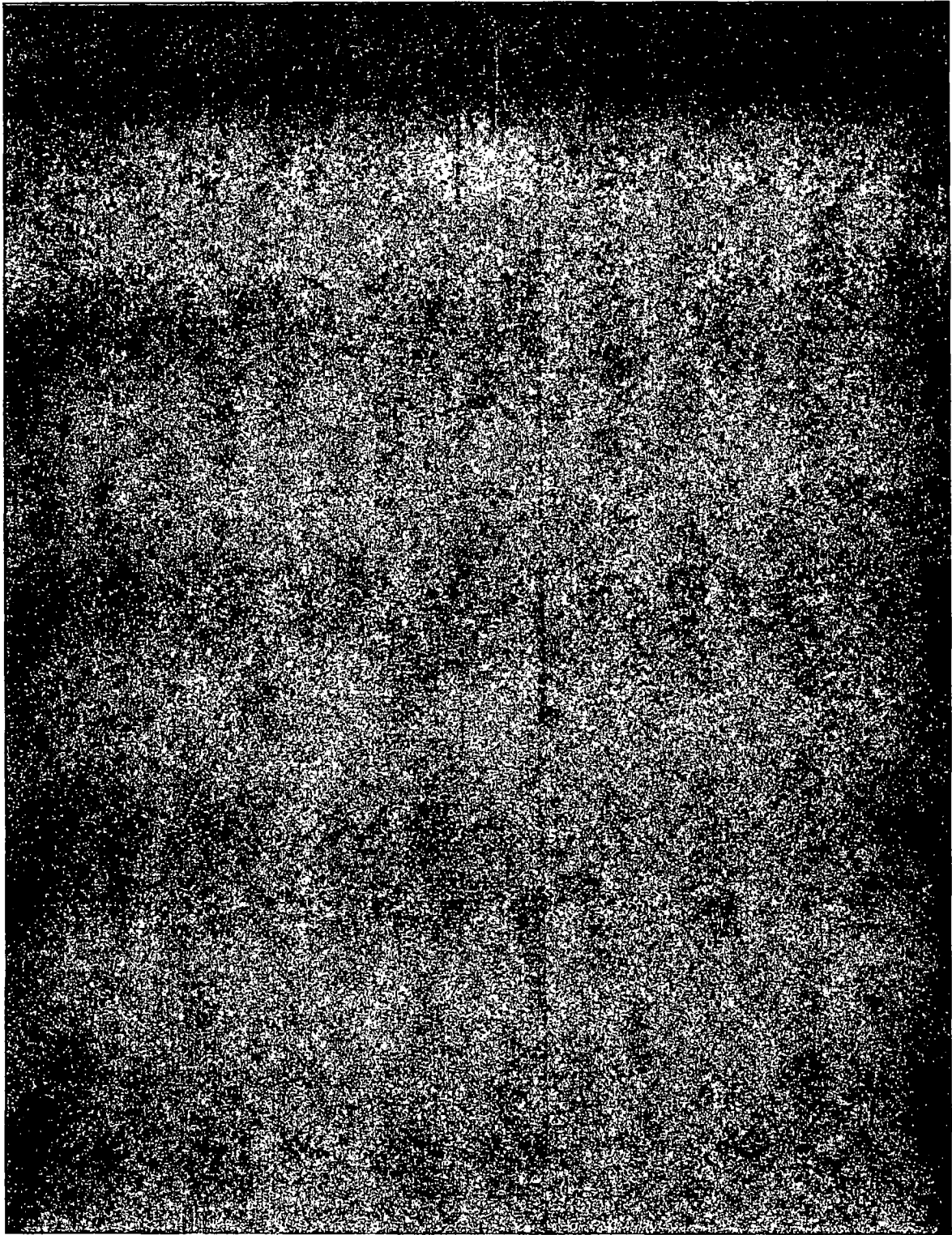
Article 5 (Registration of establishment of exclusive license)

(1) NCC agrees to allow "Eutilex" to register for establishment of the exclusive license (in a foreign country, to register for establishment of a license corresponding to an exclusive license in Korea according to the laws of the corresponding country) granted hereunder with the corresponding authority at its expense in order to ensure the exclusive license within the territory, and shall actively cooperate as necessary to facilitate this.

(2) NCC shall provide Eutilex with the documents necessary to register for the establishment of the above-stated exclusive license immediately after confirmation of the first royalty payment set forth in Article 6(1)(i). However, for an invention that has not been patented by the above payment time limit, the above-stated necessary documents shall be given only after establishment of the patent right is registered.

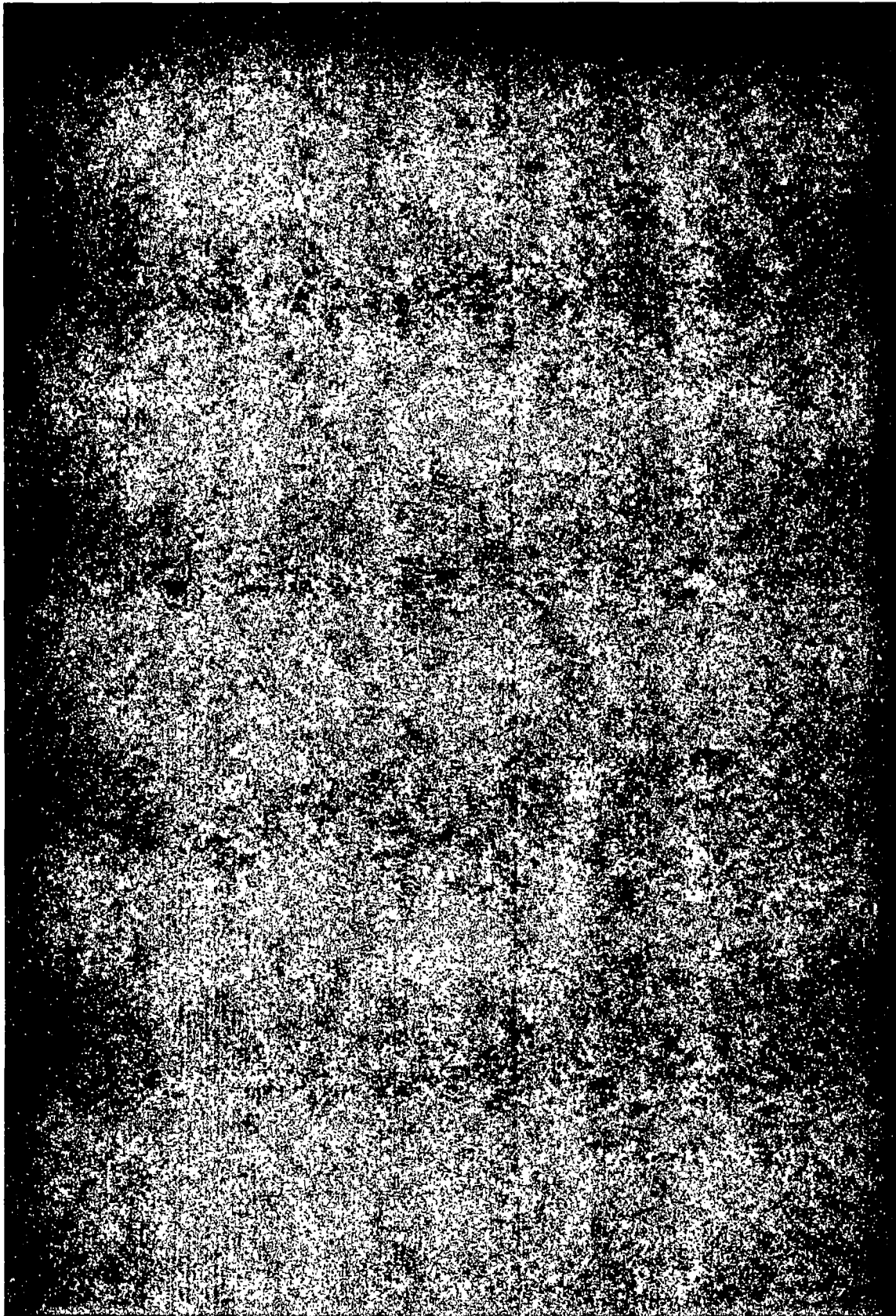
(3) Notwithstanding the registration of establishment of the exclusive license as set forth in

paragraph (1), the holder of the patent right, "NCC," may practice the subject patent technique for the purpose of research.



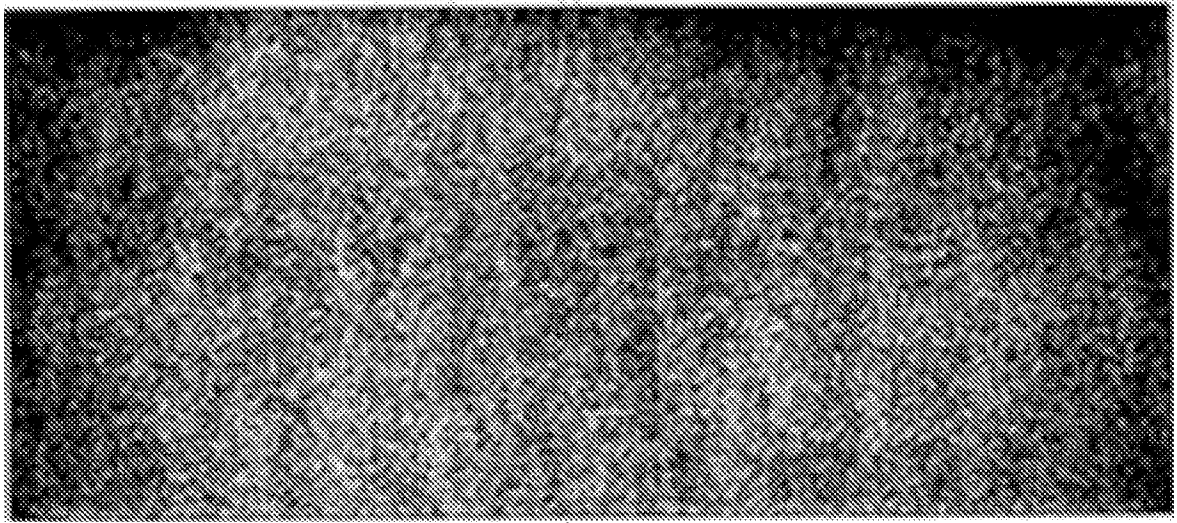
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Article 7 (Technical support and cooperation)

- (1) When "Eutilex" requests "NCC" to provide technical support in development or production of a product by working the subject patents or development of similar products, "NCC," "NCC" shall actively cooperate to provide it. Also, NCC shall cooperate to provide all of GMP documents (computer files and copies thereof) and documents related to the clinical progression for the promotion of commercialization of the subject patents. However, costs (including personnel expenses) incurred therefrom shall be borne by Eutilex in principle, and the details thereof shall be separately determined by mutual agreement.
- (2) Unless particular circumstances require otherwise, NCC shall be appointed as the primary clinical institution, and conduct the clinical experiments for commercialization of the subject techniques (however, NCC shall be designated as an agency in charge and conduct the clinical experiments for EBViNT, h-TERTiNT, WT-liNT, and NY-ESOiNT). NCC shall actively cooperate to facilitate this within an acceptable range. "Eutilex" requests "NCC" to provide technical support in development or production of a product by working the subject patents. "NCC," "NCC" shall actively cooperate to provide it.

Article 8 (Intellectual Property Right)

- (1) With respect to all intellectual property rights obtained by being derived from the subject patents according to each item after this agreement is entered into, when a

researcher of NCC finds out or invents the patents, the patents shall be solely owned by NCC, and when a researcher of Eutilex invents the patents, the patents shall be solely owned by "Eutilex."

1. Novel use of application and a discovery to which the subject patents are applicable.
 2. Improvement or new invention based on the subject patents.
- (2) When the discovery or invention according to each item of paragraph (1) is jointly created by researchers of both parties, the corresponding intellectual property rights shall be jointly owned by both parties, and "Eutilex" shall separately enter into "an agreement of compensation for non-working" with "NCC" within 90 days after the filing of applications for the patents for failure to work the patent for business as a non-profit corporation.
- (3) When the license agreement for the intellectual property right jointly ensured by both parties according to paragraph (2) is granted to a third party, whether the agreement is granted and whether a profit from the royalty accrued therefrom is to be distributed shall be determined by negotiation.
- (4) When filing an application is necessary to ensure the intellectual property right to be shared by both parties according to paragraph (2), the application shall be jointly filed by both parties, and all costs required to file an application for the intellectual property right, registration, maintenance and other management thereof shall be borne by both parties according to an ownership ratio.
- (5) When the discovery or invention according to paragraph (1) is completed, each party shall immediately notify the other party of the results.
- (6) When any matter that can have an influence on the subject patents and the filing of an application for, registration, exercise, and working of the intellectual property rights to be jointly owned according to paragraph (1) occurs, all of the results shall be notified to the other party.

Article 9 (Right of negotiation)

"Eutilex" has a right to exclusively and independently negotiate about sales of the product using the subject patents with a third party within the territory based on the exclusive license of this agreement, and when "Eutilex" requests for materials necessary for the negotiation, "NCC" shall actively cooperate to facilitate this.

Article 10 (Management of patents)

- (1) "NCC" shall have an obligation to manage the subject patents during the term of this agreement, and must proceed with a matter of the management of the patents that can have an influence on a change in the rights in connection with the business through agreement with "Eutilex."
- (2) "Eutilex" shall bear all costs incurred from the maintenance and management of the subject patents and progress thereof after the date of this agreement, and shall take actions against an invalidation trial lodged by a third party.
- (3) When the subject patents are infringed by a third party, "Eutilex" may take actions necessary to prevent the infringement at its expense. In this case, "NCC" shall actively provide cooperation necessary to prevent the infringement to "Eutilex."
- (4) All economic profits such as a compensation for damage recovered from the infringement of the third party shall be the profits of a party who takes legal actions at its cost in order to prevent the infringement.

Article 11 (Assignment of patent right)

"NCC" shall not assign the subject patents, provide the patents as security, and grant a sublicense to a third party without prior written consent of "Eutilex." When NCC unavoidably assigns the subject patents during the term of this agreement, it shall take all actions sufficient to protect the rights of "Eutilex."

Article 12 (Assignment of license)

"Eutilex" shall not assign the subject patents, provide the patents as security, and grant a sublicense to a third party without prior written consent of "NCC."

Article 13 (Obligation to Maintain Confidentiality)

- (1) Neither party shall disclose or provide any confidential information related to this agreement such as the nature, scale, and concerned persons of this agreement to a third party without prior written consent of the other party.
- (2) The obligation to maintain confidentiality defined in this article shall survive permanently.
- (3) If either party breaches any obligation defined herein to cause any loss to the other party, the breaching party shall compensate the non-breaching party for all the losses sustained by reason of the breach.

Article 14 (Termination of agreement)

- (1) If any of the following events occurs, either party may define a period of 1 month or longer and request the breaching party to rectify the breach. If the breach is not rectified within the period, either party has a right to terminate or cancel this agreement by written notice, and to request for the compensation for the damage arising therefrom.
 1. In the event that the subject patent techniques are not commercialized resulting from a reason attributable to one party or the commercialization is delayed by more than 18 months.
 2. In the event that although "NCC" completes the act of establishing the exclusive license according to this agreement, "Eutilex" gives up working the same within 60 days.
 3. In the event that Eutilex stops operations due to a reason attributable to "Eutilex," and the operations are not deemed to be resumed for a considerable period of time.

4. In the event of a breach of other obligations determined by this agreement.
- (2) If this agreement is terminated according to paragraph (1), "Eutilex" has no obligation to pay the royalty under Article 6 after the termination of this agreement. However, royalties (including tax) that "Eutilex" already paid are not refundable.
- (3) Notwithstanding paragraph (1), in the event of any of the following cases, "Eutilex" may define a period of 1 month or longer and request "NCC" to rectify the breach, and when the rectification cannot be or is not made within the period, Eutilex is entitled to the termination of this agreement by written notice:
 1. In the event that the patent rights of the subject patent techniques are invalidated;
 2. In the event that the patent rights of the subject patent techniques are cancelled or abandoned by any reason attributable to "NCC"; and
 3. In the event that any significant defects in the subject patents prevent the product using the patents from being manufactured, sold and used or prevent the commercialization thereof.
- (4) If this agreement is terminated according to paragraph (3), "Eutilex" has no obligation to pay the royalty under Article 6 after the termination of this agreement. However, royalties (including tax) that "Eutilex" already paid are not refundable.
- (5) In the event that this agreement is terminated by reason of termination or cancellation of this agreement while the exclusive license for the subject patent techniques is established, "Eutilex" shall cancel the registration of establishment of the exclusive license within 1 month from the date of termination.
- (6) Other matters necessary for the termination shall be determined by agreement of both parties.

Article 15 (Prevention of assignment)

Neither party shall grant or assign all rights obtained by this agreement to a third party without prior written consent during the term of this agreement.

Article 16 (Force majeure)

In the performance of this agreement, neither party to this agreement shall be liable to the other party for all of losses or damage of every nature arising from acts of God or causes beyond its control.

Article 17 (Settlement of Disputes)

This agreement defines the basic subject matter regarding the establishment of the exclusive license for the subject patents between "NCC" and "Eutilex," and the matter that is not specified in this agreement and causes objections between the parties in the interpretation of this agreement shall be settled according to agreement between both parties. However, if the agreement is not reached, the dispute shall be settled as defined by the laws of the Republic of Korea, and the dispute shall be referred to Seoul Central District Court as exclusive first instance court of jurisdiction except for cases of exclusive jurisdiction.

Article 18 (Amendment of agreement)

Both parties may amend the subject matter of this agreement by written agreement.

Article 19 (Validity of agreement)

This agreement shall come into force from the date of its signature by both Parties (the date of agreement).

IN WITNESS TWHEREOF, "NCC" and "Eutilex" have executed and signed this agreement in two copies, one (1) copy of which is to be retained by each party.

LICENSOR:

NATIONAL CANCER CENTER

BY: 

Name: Changjae Woo

Title: Chief of Technology Transfer Office

LICENSEE:

EUTILIX CO., LTD.

BY: 

Name: Young S Kwon

Title: CEO

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RECORDED: 06/21/2018

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