## 505075077 08/31/2018

## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT		
NATURE OF CONVEYAN	ICE:	ASSIGNMENT	ASSIGNMENT		
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EKATERINA V. BREOUS	S-NYSTF	ROM	07/19/2017		
VOLKER SEIBERT			07/17/2017		
OLIVIER LÉGER			07/18/2017		
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Property Type Application Number: 1578		Number 15781043			
Property Type		Number			
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## ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: Marc VAN DIJK, Ekaterina V. BREOUS-NYSTROM, Volker SEIBERT and Olivier LÉGER hereby sell and assign to Agenus Switzerland Inc., a corporation formed under the laws of Switzerland, whose mailing address is Hochbergerstrasse 60C, CH-4057 Basel, Switzerland (hereafter referred to as the Assignee), his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

(a) in the invention(s) known as ANTIBODIES AND METHODS OF USE THEREOF for which an International patent application was filed on December 2, 2016 (also known as International Application No. PCT/US2016/064642), and for Taiwan Patent Application No. 105139958, filed December 2, 2016, in any and all non-provisional applications therefrom, in any and all Letters Patent(s) granted from such non-provisional applications, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, di isional, or continuation-inpart), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant the patent practitioners associated with **CUSTOMER NUMBER 26111** the power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

The undersigned inventors hereby represent that he/she understands that the patent practitioners associated with CUSTOMER NUMBER 26111 are the legal representatives of, and attorneys for, the assignee, and are <u>NOT</u> the legal representatives of, and attorneys for, the inventors.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date:

Date:

Date:

Signature of Inventor

Marc VAN DIJK

Signature of Inventor:

Ekaterina V. BREOUS-NYSTROM

Signature of Inventor:

Signature of Inventor:

Volker SEIBERT

Date:\_\_\_\_\_

**Olivier LÉGER** 

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PATENT REEL: 046771 FRAME: 0322

Any. Docket No. 3617.016PC02/EKS/CLD/MKK Int'l Appl. No. PCT/US2016/064642

assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

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IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date:	Signature of Inventor:	·
Date: <u>19 Duly 2017</u>		Marc VAN DIJK Ekaterina V. BREOUS-NYSTROM
Date:	Signature of Inventor:	Volker SEIBERT
Date:	Signature of Inventor:	Olivier LÉGER

Page 2 of 3

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IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date:	Signature of Inventor:	,
	Marc VAN DIJK	
Date:	Signature of Inventor:	
	Ekaterina V. BREOUS	-NYSTROM
Date: MANL 2017	Signature of Inventor:	
	Volker SEIBERT	
Date:	Signature of Inventor:	
	Olivier LÉGER	

Page 2 of 3

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IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date:		Signature of Inventor:	
			Marc VAN DIJK
Date:		Signature of Inventor:	
			Ekaterina V. BREOUS-NYSTROM
Date:	······	Signature of Inventor:	
	10 11 200		Volker SEIBERT
Date:	18 July 2017	Signature of Inventor:	010
			Olivier LÉGER
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PATENT REEL: 046771 FRAME: 0325

Atty. Docket No. 3617.016PC02/EKS/CLD/MKK Int'l Appl. No. PCT/US2016/064642

ACCEPTED AND AGREED TO BY ASSIGNEE, Agenus Switzerland Inc.:

Churthi M. Kar Signature:\_\_\_

Date: 5 JUly 2017

Printed Name:\_\_\_\_

<u>Christine M. Klaskun</u> Directur Title:

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Page 3 of 3

**RECORDED: 08/31/2018**