

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5181935

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ANNE DE GROOT	03/10/2017
WILLIAM MARTIN	03/10/2017
DANIEL S. RIVERA	09/09/2005
RECEIVING PARTY DATA	
Name:	EPIVAX, INC.
Street Address:	188 VALLEY STREET
Internal Address:	SUITE 424
City:	PROVIDENCE
State/Country:	RHODE ISLAND
Postal Code:	02909
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16015837
CORRESPONDENCE DATA	
Fax Number:	(937)449-6405
<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>	
Phone:	937-449-6400
Email:	daytonipdocket@dinsmore.com
Correspondent Name:	DINSMORE & SHOHL LLP
Address Line 1:	FIFTH THIRD CENTER, ONE S. MAIN STREET
Address Line 2:	SUITE 1300
Address Line 4:	DAYTON, OHIO 45402
ATTORNEY DOCKET NUMBER:	EPV 0003 NA8/117742-33
NAME OF SUBMITTER:	CHRISTI PROVINI
SIGNATURE:	/Christi Provini/
DATE SIGNED:	10/10/2018
Total Attachments: 10	
source=Assignment - DeGroot - Martin - Rivera#page1.tif	
source=Assignment - DeGroot - Martin - Rivera#page2.tif	

source=Assignment - DeGroot - Martin - Rivera#page3.tif
source=Assignment - DeGroot - Martin - Rivera#page4.tif
source=Assignment - DeGroot - Martin - Rivera#page5.tif
source=Assignment - DeGroot - Martin - Rivera#page6.tif
source=Assignment - DeGroot - Martin - Rivera#page7.tif
source=Assignment - DeGroot - Martin - Rivera#page8.tif
source=Assignment - DeGroot - Martin - Rivera#page9.tif
source=Assignment - DeGroot - Martin - Rivera#page10.tif

ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

EpiVax, Inc.
146 Clifford Street
Providence, RI 02903

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

REGULATORY T CELL EPITOPES, COMPOSITIONS AND USES THEREOF

as set forth in this United States Patent Application

check one ☐ executed concurrently herewith,
 ☐ executed on _____
 ☒ Serial No. 14/857,693 Filed 9/17/2015

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the Patent Cooperation Treaty, the Paris Convention and any other international agreement; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 10 day of March, 2017.



ANNE DE GROOT

State of RI
County of Providence

On 5/10/17, before me, Sarah Botelho (Notary Public)
Date Here insert Name and Title of the Officer (Notary Public)

personally appeared ANNE DE GROOT
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/their 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.

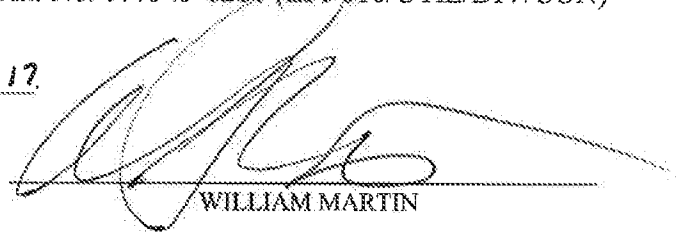
I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sarah Botelho
Signature of Notary Public

Place Notary Seal Above

Executed this 10 day of march, 20 17.


WILLIAM MARTIN

State of RI
County of Providence

On 3/10/17, before me, Sarah Botelho (Notary Public)
Date Here insert Name and Title of the Officer (Notary Public)

personally appeared WILLIAM MARTIN
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/their 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 that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sarah Botelho
Signature of Notary Public

Place Notary Seal Above

Executed this _____ day of _____, 20____.

DANIEL S. RIVERA

State of _____ }
County of _____ }

On _____, before me, _____
Date Here insert Name and Title of the Officer (Notary Public)

personally appeared DANIEL S. RIVERA
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/their 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 that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

EpiVax, Inc.

Confidentiality and Invention Assignment Agreement for Employee

This CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT (the "Agreement") is made between EpiVax, Inc. (the "Company") and the undersigned employee.

In consideration of my employment with the Company (which for purposes of this Agreement shall be deemed to include any subsidiaries or Affiliates of the Company), the receipt of confidential information while associated with the Company, and other good and valuable consideration, I, the undersigned individual, agree that:

1. Term of Agreement This Agreement shall continue in full force and effect for the duration of my employment by the Company (the "Period of Employment") and shall continue thereafter until terminated through a written instrument signed by both parties.

2. Confidentiality

(a) Definitions

[REDACTED]

[REDACTED]

[REDACTED]

(b) Existence of Confidential Information

[REDACTED]

(c) Protection of Confidential Information

[REDACTED]

(d) Delivery of Confidential Information

(e) Location and Reproduction

(f) Prior Actions and Knowledge

(g) Third-Party Information

(h) Third Parties

3. Proprietary Rights, Inventions and New Ideas

(a) Definition The term "Subject Ideas or Inventions" includes any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable works products, marketing and business ideas, and all improvements, know-how, data, rights, and claims related to the foregoing that, whether or not patentable, which are

conceived, developed or created which; (1) relate to the Company's current or contemplated business or activities; (2) relate to the Company's actual or demonstrably anticipated research or development; (3) result from any work performed by me for the Company; (4) involve the use of the Company's equipment, supplies, facilities or trade secrets; (5) result from or are suggested by any work done by the Company or at the Company's request, or any projects specifically assigned to me; or (6) result from my access to any of the Company's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials (collectively, "Company Materials").

(b) Company Ownership All right, title and interest in and to all Subject Ideas and Inventions, including but not limited to all registrable and patent rights which may subsist therein, shall be held and owned solely by the Company, and where applicable, all Subject Ideas and Inventions shall be considered works made for hire. I shall mark all Subject Ideas and Inventions with the Company's copyright or other proprietary notice as directed by the Company and shall take all actions deemed necessary by the Company to protect the Company's rights therein. In the event that the Subject Ideas and Inventions shall be deemed not to constitute works made for hire, or in the event that I should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, I agree to assign to the Company, without further consideration, my entire right, title and interest in and to each and every such Subject Idea and Invention.

(c) Maintenance of Records

(d) Determination of Subject Ideas and Inventions

(e) Access [REDACTED]

(h) Exhibit [REDACTED]

(f) Assistance [REDACTED]

(i) No Use of Name [REDACTED]

4. Competitive Activity

(a) Acknowledgment [REDACTED]

(b) Prohibited Activity [REDACTED]

(g) Authorization to Company [REDACTED]

5. Representations and Warranties [REDACTED]

6. Termination Obligations [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. Injunctive Relief

[REDACTED]

8. Modification

[REDACTED]

9. Binding Effect

[REDACTED]

10. Governing Law

[REDACTED]

11. Integration

[REDACTED]

12. Employment at Will

[REDACTED]

13. Construction

[REDACTED]

14. Attorneys' Fees

[REDACTED]

15. Severability

[REDACTED]

force

16. Rights Cumulative

[REDACTED]

17. Nonwaiver

[REDACTED]

[REDACTED]

Printed Name of Employee: Dan Fivern

EpiVax, Inc.

By: [Signature]

Name: _____

Title: _____

18. Notices [REDACTED]

19. Date of Effectiveness This Agreement shall be deemed effective as of the commencement of my employment with the Company.

20. Agreement to Perform Necessary Acts [REDACTED]

21. Assignment [REDACTED]

22. Compliance with Law [REDACTED]

23. Employee Acknowledgment [REDACTED]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below.

CAUTION: THIS AGREEMENT CREATES IMPORTANT OBLIGATIONS OF TRUST AND AFFECTS THE EMPLOYEE'S RIGHTS TO INVENTIONS AND OTHER INTELLECTUAL PROPERTY THE EMPLOYEE MAY DEVELOP DURING HIS OR HER EMPLOYMENT.

Dated: 5/19, 2005

✓

Employee Signature