

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5205226

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
UNIVERSITY OF LOUISVILLE RESEARCH FOUNDATION, INC.	01/31/2008
RECEIVING PARTY DATA	
Name:	IMMUNOTHERAGNOSTICS INCORPORATED
Street Address:	201 E. JEFFERSON STREET SUITE 315
City:	LOUISVILLE
State/Country:	KENTUCKY
Postal Code:	40202
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	60951812
Application Number:	61050438
Application Number:	12524462
Application Number:	12711499
Application Number:	13489686
Application Number:	15381668
CORRESPONDENCE DATA	
Fax Number:	(336)721-3660
<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:	4048727000
Email:	KAYLA.FISHER@WBD-US.COM
Correspondent Name:	WOMBLE BOND DICKINSON (US) LLP
Address Line 1:	ATTN: IP DOCKETING
Address Line 2:	P.O. BOX 7037
Address Line 4:	ATLANTA, GEORGIA 30357
NAME OF SUBMITTER:	KAYLA FISHER
SIGNATURE:	/kayla fisher/
DATE SIGNED:	10/25/2018
Total Attachments: 19	

source=1_License Agreement Between ULRF & Immunotheragnostics Inc._Redacted#page1.tif
source=1_License Agreement Between ULRF & Immunotheragnostics Inc._Redacted#page2.tif
source=1_License Agreement Between ULRF & Immunotheragnostics Inc._Redacted#page3.tif
source=1_License Agreement Between ULRF & Immunotheragnostics Inc._Redacted#page4.tif
source=1_License Agreement Between ULRF & Immunotheragnostics Inc._Redacted#page5.tif
source=1_License Agreement Between ULRF & Immunotheragnostics Inc._Redacted#page6.tif
source=1_License Agreement Between ULRF & Immunotheragnostics Inc._Redacted#page7.tif
source=1_License Agreement Between ULRF & Immunotheragnostics Inc._Redacted#page8.tif
source=1_License Agreement Between ULRF & Immunotheragnostics Inc._Redacted#page9.tif
source=1_License Agreement Between ULRF & Immunotheragnostics Inc._Redacted#page10.tif
source=1_License Agreement Between ULRF & Immunotheragnostics Inc._Redacted#page11.tif
source=1_License Agreement Between ULRF & Immunotheragnostics Inc._Redacted#page12.tif
source=1_License Agreement Between ULRF & Immunotheragnostics Inc._Redacted#page13.tif
source=1_License Agreement Between ULRF & Immunotheragnostics Inc._Redacted#page14.tif
source=1_License Agreement Between ULRF & Immunotheragnostics Inc._Redacted#page15.tif
source=1_License Agreement Between ULRF & Immunotheragnostics Inc._Redacted#page16.tif
source=1_License Agreement Between ULRF & Immunotheragnostics Inc._Redacted#page17.tif
source=1_License Agreement Between ULRF & Immunotheragnostics Inc._Redacted#page18.tif
source=1_License Agreement Between ULRF & Immunotheragnostics Inc._Redacted#page19.tif

EXCLUSIVE LICENSE AGREEMENT

BETWEEN

UNIVERSITY OF LOUISVILLE RESEARCH FOUNDATION, INC.

AND

IMMUNOTHERAGNOSTICS INCORPORATED

This exclusive license agreement (the "Agreement") is entered into this 31 day of January 2008 (the "Effective Date") by and between the University of Louisville Research Foundation, Inc. ("ULRF"), a Kentucky 501 (c) 3 non-profit corporation having an office at Med Center Three, 201 E. Jefferson Street, Suite 215, Louisville, KY 40202 as the agent of the University of Louisville ("UofL") and ImmunoTheragnostics Incorporated ("LICENSEE"), a Delaware corporation with a principal place of business located at 201 E. Jefferson Street Suite 315, Louisville, KY 40202.

RECITALS

1. ULRF was established by UofL to enter into and administer research agreements with external funding sources in order to benefit the public by the transfer of technology from UofL to the private sector for development and commercialization;
2. ULRF owns the rights in certain Licensed Technology (as defined below) including rights in any patent applications filed on, and patents that issue on, such Licensed Technology;
3. The Inventors are employees of UofL and are obligated to assign all of their right, interest and title in the Licensed Technology to ULRF;
4. The research was sponsored in part by the United States government, and as a consequence, this Agreement is subject to overriding obligations to the federal government under 31 U.S.C. §§ 200-212 and applicable regulations;
5. ULRF desires to have the Licensed Technology perfected and marketed at the earliest possible time to insure that products resulting therefrom may be available for public use and benefit;
6. LICENSEE desires to obtain from ULRF certain rights for the commercial development, use and sale of the Licensed Technology, and ULRF is willing to grant such rights;
7. In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged;

NOW, THEREFORE, ULRF and LICENSEE hereby agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** Unless the context otherwise requires, the capitalized terms used herein shall have the respective meanings specified or referred to in this Section 1.1, or elsewhere in this Agreement.

- 1.1.1 **"Affiliate"** shall mean any corporation or other legal entity which directly or indirectly controls, is controlled by, or is under common control with LICENSEE as of the Effective Date of this Agreement. For the purpose of this Agreement, "control" shall mean the direct or indirect ownership of greater than fifty percent (50%) of the outstanding shares on a fully diluted basis or other voting rights of the subject entity to elect directors, or if not meeting the preceding, any entity owned or controlled by or owning or controlling at the maximum control or ownership right permitted in the country where such entity exists. For clarity, a Party's status as an Affiliate of LICENSEE shall terminate if and when such control ceases to exist.
- 1.1.2 **"Change of Control"** shall mean: (a) the acquisition, either directly or indirectly, by any third party of more than fifty percent (50%) of the voting stock of LICENSEE; (b) any merger or consolidation involving LICENSEE that requires a vote of the stockholders of LICENSEE; or (c) the transfer to any third party of all or substantially all the assets of LICENSEE relating to the subject matter of this Agreement.
- 1.1.3 **"Field of Use"** shall mean the field for which Licensed Products may be designed, manufactured, used or sold and shall be limited to the following field: all commercial fields, unless further restricted under Section 3.3 and excluding education, academic research, teaching and public service.
- 1.1.4 **"Gross Sales"** shall mean the gross sum which is invoiced (and any revenues received but not billed) to customers by LICENSEE or its Affiliates or sublicensees for the use, sale or other transfer of Licensed Products. In the event Licensed Products are put into use or otherwise disposed of, or if sales are made other than by an arms-length transaction, or if LICENSEE or its Affiliates or sublicensees receive consideration other than cash for Licensed Products, then the gross selling price shall not be less than fair market value.
- 1.1.5 **"Inventors"** shall mean Douglas D. Taylor, Ph.D. and Ciceli Gerzel-Taylor, Ph.D.
- 1.1.6 **"License Year"** shall mean a year in which this Agreement is in effect. The first License Year shall begin on the Effective Date of this Agreement and run until December 31 of the same calendar year. Thereafter, each subsequent License Year shall mean each subsequent calendar year, beginning January 1 and ending December 31, provided that the final License Year shall end on the date of expiration or termination of this Agreement.
- 1.1.7 **"Licensed Patents"** shall mean ULRF's United States patents and patent applications identified in Exhibit A, including any divisions, continuations, continuations-in-part to the extent the claims are specifically described in the priority patent(s), and reissues and extensions thereof, and any foreign counterparts and equivalents thereof.
- 1.1.8 **"Licensed Products"** shall mean any product or service in the Field of Use (i) that is covered by, or is made by a process covered by, any Valid Claim, (ii) for which the use, manufacture, import or sale would, absent this license, infringe, induce infringement or contribute to infringement of a Valid Claim, or (iii) which is made with, uses or incorporates any Licensed Technology. A

Licensed Product may be marketed as a separate single component or may be marketed as a component of a more complex system or apparatus into which it has been incorporated.

- 1.1.9 "Licensed Technology" shall mean collectively the Licensed Patents identified in Exhibit A and any unpatented inventions, discoveries or know-how as further identified in Exhibit B.
- 1.1.10 "Licensed Territory" shall mean the world.
- 1.1.11 "Note" means the convertible promissory note issued by LICENSEE to ULRF substantially in the form of Exhibit G.
- 1.1.12 "Owners" means LICENSEE's 10% or more equity owners listed on Exhibit H.
- 1.1.13 "Party" shall mean either LICENSEE or ULRF, and "Parties" shall mean both LICENSEE and ULRF.
- 1.1.14 "Royalty Periods" shall mean the four (4) three month periods during a License Year, the first beginning January 1 and ending March 31, the second beginning April 1 and ending June 30, the third beginning July 1 and ending September 30, the fourth beginning October 1 and ending December 31; provided that the first Royalty Period of this Agreement shall begin on the Effective Date and end December 31 of that same calendar year.
- 1.1.15 "Term" shall mean the term of this Agreement, which shall begin on the Effective Date and continue until the later of: (i) the latest date that a Valid Claim exists; or (ii) twenty (20) years after the Effective Date; or (iii) the date this Agreement is terminated in accordance with the terms hereof.
- 1.1.16 "Valid Claim" shall mean:
- a. a claim of an issued patent within the Licensed Patents that has not:
 - i. expired or been canceled;
 - ii. been finally adjudicated to be invalid or unenforceable by a decision of a court or other appropriate body of competent jurisdiction (and from which no appeal is or can be taken);
 - iii. been admitted to be invalid or unenforceable through reissue, disclaimer or otherwise; or
 - iv. been abandoned in accordance with or as permitted by the terms of this Agreement or by mutual written agreement; or
 - b. a claim included in a pending patent application within the Licensed Patents, which claim is being actively prosecuted in accordance with this Agreement and which has not been:
 - i. canceled;
 - ii. withdrawn from consideration;

- iii. finally determined to be unallowable by the applicable governmental authority (and from which no appeal is or can be taken), or
- iv. abandoned in accordance with or as permitted by the terms of this Agreement or by mutual written agreement.

1.2 Interpretation. Each definition in this Agreement includes the singular and the plural, and reference to the neuter gender includes the masculine and feminine where appropriate. References to any statutes or regulations mean such statutes or regulations as amended at the time of interpretation and include any successor legislation or regulations. The headings to the Articles and Sections hereof are for convenience of reference and shall not affect the meaning or interpretation of this Agreement. Except as otherwise stated, reference to Articles, Sections, and Exhibits mean the Articles, Sections and Exhibits of this Agreement. Any Exhibits are hereby incorporated by reference into and shall be deemed a part of this Agreement. Unless the context clearly indicates otherwise, the word "including" means "including but not limited to." Any words that are not defined within this Agreement shall have their ordinary dictionary meaning.

ARTICLE 2

LICENSE GRANT AND RESERVATION OF RIGHTS

2.1 Exclusive License. Subject to LICENSEE's compliance with the terms and conditions of this Agreement, ULRF hereby grants and LICENSEE hereby accepts an exclusive, worldwide license under the Licensed Technology for the Term to make, have made, develop, use, sell, offer to sell, import and export Licensed Products in the Fields of Use throughout the Licensed Territory.

2.2 Reservation of Rights

2.2.1 ULRF and UoH reserve the right to license, practice and transfer the Licensed Technology for noncommercial purposes only, such as education, academic research, teaching, and public service. Any transfer of materials covered under the Licensed Patents shall be accompanied by a material transfer agreement that notifies the recipient of this License. The terms of the material transfer agreement to be used by ULRF for such transfers is attached to this Agreement as Exhibit C; the terms of which may be modified upon mutual agreement of the Parties. Upon request, ULRF will provide LICENSEE with a list of its academic or nonprofit recipients which have executed any such material transfer agreement.

2.2.2 The inventors of the Licensed Technology reserve the right to practice the technology solely as provided in Section 2.2.1 above, for their own noncommercial educational and research purposes.

2.2.3 Nothing in this Agreement shall be construed as granting any license, title or any interest, by assumption, implication, estoppel or otherwise, to any patent or other rights not specifically listed as Licensed Technology.

2.2.4 LICENSEE understands and agrees that ULRF may publish or otherwise disseminate information concerning the Licensed Technology at any time in accordance with the provisions of confidentiality set forth in Article 11.

2.3 Government Rights. The inventions covered by Licensed Patents were developed with partial Federal sponsorship and are "subject inventions" as that term is defined under Title 35 United States Code Sections 200 through 204. This Agreement, including the rights granted hereunder, is subject to all of the

terms and conditions of Title 35 United States Code Sections 200 through 212, and as hereafter amended. Among other things, these provisions provide the United States Government with nonexclusive rights in the Licensed Patents. LICENSEE agrees that the Licensed Products shall be manufactured substantially within the United States as required by 35 U.S.C. § 204 and applicable regulations of Chapter 37 of the Code of Federal Regulations.

ARTICLE 3

DUE DILIGENCE BY LICENSEE

3.1 Due Diligence by LICENSEE.

[REDACTED]

3.2 Development Records.

[REDACTED]

3.3 Development Plan.

[REDACTED]

3.4 Development Report

[REDACTED]

3.5 Auditing and Review of Development Records.

[REDACTED]

3.6 Sponsored Research.

[REDACTED]

3.7

3.8 Conversion of License.

ARTICLE 4

SUBLICENSING BY LICENSEE

4.1 Sublicenses.

ARTICLE 5

CONSIDERATION

5.1 License Issue Fee. LICENSEE shall issue to ULRF shares of LICENSEE's common stock ("Common Shares") and the Note as follows:

5.1.1 Common Shares.

5.1.2 Issuance of the Note.

5.1.3

5.2 License Maintenance Fee.

5.3 Earned Royalty.

5.3.1 Royalty.

5.3.2 Stacking.

5.4 Sublicensing Consideration

[REDACTED]

5.5 Milestone Payments

[REDACTED]

[REDACTED]

5.6 Royalty Payment and Report

[REDACTED]

5.7 Accounting

[REDACTED]

5.8 Interest.

5.9 Payment Procedures.

5.10 Non-U.S. Taxes.

ARTICLE 6

PATENT PROSECUTION

6.1 Prosecution and Maintenance of Licensed Patents and Payment of Patent Costs.

6.1.1 Counsel and Representation.

6.1.2 Patent Prosecution.

6.1.3 Reimbursement of Prior Patent Costs.

6.1.4 Reallocation of Patent Costs in the Case of Additional Licensees.

6.1.5 Timing for Notice of Non-Election.

6.1.6 Recovery of Patents

6.1.7 Foreign Patents.

6.2 Patent Term Extensions.

[REDACTED]

ARTICLE 7

EXCLUSIONS AND NEGATIONS OF WARRANTIES; LIMITATION OF LIABILITY;
REPRESENTATIONS

7.1 Negation of Warranties. [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

7.2 No Representation of Licensed Patent. [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

7.3 Representations of ULRF and LICENSEE.

7.3.1.1 Representations of the Parties. [REDACTED]

- [REDACTED]
- [REDACTED]

7.4 No Warranties to Third Parties. [REDACTED]

[REDACTED]

7.5 Limitation of Liability. [REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 8

INDEMNITY & INSURANCE

8.1 Indemnity.

8.1.1

[REDACTED]

8.2 Insurance.

[REDACTED]

ARTICLE 9

MARKING; USE OF NAMES AND TRADEMARKS

9.1 Marking.

[REDACTED]

9.2 Use of Names and Trademarks.

[REDACTED]

9.3

[REDACTED]

ARTICLE 10

INFRINGEMENT

10.1 Infringement.

[REDACTED]

[REDACTED]

[REDACTED]

10.2 Declaratory Judgment

[REDACTED]

ARTICLE II

CONFIDENTIALITY AND PUBLICATION

11.1 Confidentiality

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 12

TERMINATION

12.1 Termination.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12.2 Consequences of Termination.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12.3 Survival Upon Termination. [REDACTED]

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 Notices. [REDACTED]

13.2 Assignment [REDACTED]

13.3 Entire Agreement; Amendments

[REDACTED]

13.4 Invalidity

[REDACTED]

13.5 Force Majeure

[REDACTED]

13.6 Waiver

[REDACTED]

13.7 No Agency

[REDACTED]

13.8 Jurisdiction and Forum

[REDACTED]

13.9 Laws and Regulations of the United States and Export

[REDACTED]

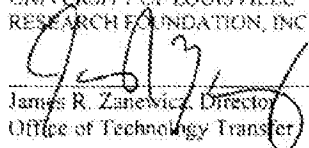
13.10 Dispute Resolution

[REDACTED]

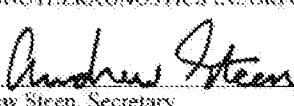
[REDACTED]

THEREFORE, the Parties have executed this Agreement in duplicate originals by their duly authorized officers or representatives.

UNIVERSITY OF LOUISVILLE
RESEARCH FOUNDATION, INC


James R. Zanewicz, Director
Office of Technology Transfer

IMMUNOTHERAGNOSTICS INCORPORATED


Andrew Steen, Secretary

Date:

1/31/08

Date:

1/31/08

Attachments:

Exhibit A:	Licensed Patents
Exhibit B:	Licensed Technology
Exhibit C:	Material Transfer Agreement
Exhibit D:	Development Plan
Exhibit E:	Development Report
Exhibit F:	ULRF Royalty Report
Exhibit G:	Convertible Promissory Note
Exhibit H:	Owners
Exhibit I:	Take Along Rights

EXHIBIT A
LICENSED PATENTS

- United States Provisional Patent Application S/N 60/897,641; *Methods of Detecting Autoantibodies for Diagnosing and Characterizing Disorders*; filed 1/26/2007.
- United States Provisional Patent Application S/N 60/897,645; *Modification of Exosomal Components for Use as a Cancer Vaccine*; filed 1/26/2007.
- United States Provisional Patent Application S/N 60/951,812; *Exosome-Associated MicroRNA as a Diagnostic Marker for Cancer*; filed on 7/25/2007.