

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5429906

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHARLES DAVID PAUZA	03/07/2019
HAISHAN LI	03/07/2019
TYLER LAHUSEN	03/07/2019
GARY MANSFIELD	03/11/2019
RECEIVING PARTY DATA	
Name:	AMERICAN GENE TECHNOLOGIES INTERNATIONAL INC.
Street Address:	9640 MEDICAL CENTER DR.
City:	ROCKVILLE
State/Country:	MARYLAND
Postal Code:	20850
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16312056
CORRESPONDENCE DATA	
Fax Number:	(602)382-6070
<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:	602 382-6000
Email:	IPDOCKET@swlaw.com
Correspondent Name:	SNELL & WILMER L.L.P. (MAIN)
Address Line 1:	400 EAST VAN BUREN
Address Line 2:	ONE ARIZONA CENTER
Address Line 4:	PHOENIX, ARIZONA 85004
ATTORNEY DOCKET NUMBER:	70612.01194
NAME OF SUBMITTER:	WILLIAM F. MULHOLLAND, II
SIGNATURE:	/William F. Mulholland/
DATE SIGNED:	03/19/2019
Total Attachments: 7	
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ASSIGNMENT**UTILITY PATENT**

WHEREAS, the undersigned inventor(s) (singularly and collectively, the "ASSIGNOR") of the addresses indicated below, have invented subject matter disclosed and/or claimed (the "Inventions") in the following papers:

- United States Patent Application No. 16/312,056, filed on December 20, 2018, entitled HIV PRE-IMMUNIZATION AND IMMUNOTHERAPY;
- International Application No. PCT/US2017/041168, filed on July 7, 2017, entitled HIV PRE-IMMUNIZATION AND IMMUNOTHERAPY;
- International Application No. PCT/US2017/13019, filed on January 11, 2017, entitled HIV PRE-IMMUNIZATION AND IMMUNOTHERAPY;
- United States Provisional Patent Application No. 62/360,185, filed on July 8, 2016, entitled HIV PRE-IMMUNIZATION AND IMMUNOTHERAPY;
- United States Provisional Patent Application No. 62/385,864, filed on September 9, 2016, entitled HIV PRE-IMMUNIZATION AND IMMUNOTHERAPY;
- United States Provisional Patent Application No. 62/409,270, filed on October 17, 2016, entitled HIV PRE-IMMUNIZATION AND IMMUNOTHERAPY.

(collectively, the "Subject Application(s)");

AND WHEREAS, American Gene Technologies International Inc., a Delaware corporation, having its principal place of business and mailing address at 9640 Medical Center Dr., Rockville, Maryland 20850 (the "ASSIGNEE"), is desirous of memorializing its interest therein, including its entire right, title, and interest in and to: the Inventions; the Subject Application(s), the right to file one or more additional applications for patent in the United States or other countries or jurisdictions on the Inventions; any application for patent of the United States or other countries or jurisdictions claiming priority to these applications; any patent of the United States or other countries or jurisdictions that may be granted therefore or thereon; the right to commence administrative, judicial or other legal proceedings with respect to the same, and any provisional or other right to recover damages, including royalties, for any infringement of the same;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to the extent that ASSIGNOR has not done so already via a prior agreement with ASSIGNEE, or if ASSIGNOR has already done so via a prior agreement with ASSIGNEE then in confirmation of any obligation to do so in such prior agreement, ASSIGNEE has sold, assigned, and transferred, and by these presents does sell, assign, and transfer, unto ASSIGNEE, its successors, assigns and legal representatives, ASSIGNOR's entire right, title, and interest, in and to:

- (a) the Inventions, including all patent, copyright and any other intellectual property rights as may be contained therein;
- (b) the Subject Application(s);
- (c) the right to file one or more additional applications for patent in the United States or other countries or jurisdictions on the Inventions, including such rights as provided under the Hague Convention, the Paris Convention for the Protection of Industrial Property, the Inter-American Convention Relating to Patents, Designs and Industrial Models, the Patent Cooperation Treaty; and any other like international agreements to which the United States adheres, including any provisional, non-provisional, continuation, continuation-in-part, divisional, reissue, reexamination, extension, foreign, PCT or other patent application or like document, or any other application which claims priority to said application or document, together with any rights of priority thereon or therefrom;
- (d) any application(s) for patent of the United States or other countries or jurisdictions disclosing or claiming the Inventions;
- (e) any application(s) for patent of the United States or other countries or jurisdictions claiming priority to the Subject Application(s);
- (f) any patent(s) of the United States or other countries or jurisdictions that may be granted on or for any application for patent identified in paragraphs (b)-(e), including any reissue(s) and extension(s) thereof;
- (g) the right to commence an administrative, judicial or other legal proceedings for all past, present, and future causes of action in the United States and all foreign countries and other jurisdictions, related to the Inventions and Subject Application(s), and any other applications, patents or like documents identified in paragraphs (b)-(f); and,
- (h) any provisional or other right to recover damages, including royalties, relating to the Inventions and Subject Application(s), and any other applications, patents or like documents identified in paragraphs (b)-(f).

The above-enumerated rights, titles, and interests are held and enjoyed by ASSIGNEE, for its own use and behalf, and the use and behalf of its successors, assigns, and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had the sale, assignment, and transfer by ASSIGNEE, not been made.

ASSIGNOR hereby represents to ASSIGNEE, its successors, assigns and legal representatives, at the time of execution and delivery of this Assignment, or if applicable, at such time said prior agreement(s) was executed, (a) that ASSIGNOR is a lawful owner of an undivided interest in the entire right, title and interest in and to the Inventions, or, in the case of one or more co-inventors listed on the Subject Application(s), that ASSIGNOR is a lawful joint owner of an undivided interest in the entire right, title, and interest in and to the Inventions, (b) that the Inventions are otherwise unencumbered, except, if applicable, by an obligation to assign to ASSIGNEE, or in accordance with said prior agreement(s), and (c) that ASSIGNOR has good

and full right and lawful authority to sell, assign, and transfer the same in the manner set forth herein.

ASSIGNOR hereby covenants and agrees to and with ASSIGNEE, its successors, assigns and legal representatives, that ASSIGNOR will execute and deliver all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Inventions, the Subject Applications, and any other applications or patents described in the aforementioned paragraphs, including any pre-grant or post-grant administrative proceedings, without any charge to ASSIGNOR, its successors, assigns and legal representatives.

ASSIGNOR hereby irrevocably designates and appoints ASSIGNEE, its successors, assigns and legal representatives, as ASSIGNEE's agent and attorney-in-fact, to act for and on ASSIGNEE's behalf to execute and file any papers and oaths and to do all other lawfully permitted acts with respect to such Inventions, Subject Applications, and other applications and patents, with the same legal force and effect as if executed by ASSIGNEE, which power of attorney may be exercised by ASSIGNEE if ASSIGNOR becomes unable, because of change of employment, relocation, mental or physical incapacity, or for any other reason, to assist ASSIGNEE with the covenants and agreements described immediately above, after reasonable attempts by ASSIGNEE to secure the same. This power of attorney will be deemed coupled with an interest, and will be irrevocable.

ASSIGNEE hereby authorizes and requests the Commissioner of Patents, or any like authority, to issue said Letters Patent, patent or like document to ASSIGNEE, for the sole use and benefit of ASSIGNEE, its successors, assigns and legal representatives.

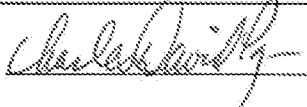
ASSIGNEE hereby authorizes and requests the attorneys of Snell & Wilmer L.L.P. to insert on this document the application number, filing date, attorney docket number, and any further identification that may be necessary or desirable by the U.S. Patent and Trademark Office or foreign counterpart.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date written below:

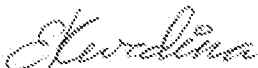


EXECUTED as of the date(s) written below by ASSIGNOR:

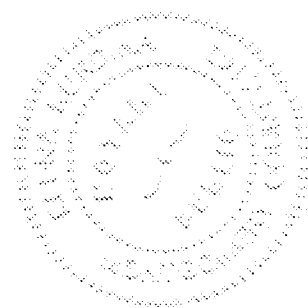
INVENTOR'S NAME	ADDRESS	SIGNATURE	DATE
Charles David Pauza	9640 Medical Center Dr. Rockville, MD 20850		7 March 2019

STATE OF Maryland)
) ss.
COUNTY OF Montgomery)

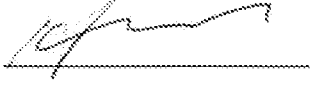
On this 7th day of March, 2019, before me, a notary public in and for said county, appeared Charles David Pauza, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and she acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.



Notary Public
My commission expires: 06 Oct 2019



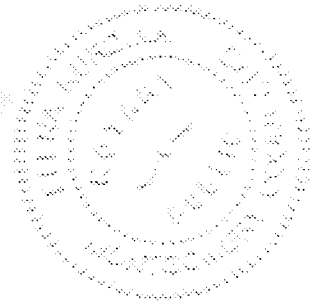


INVENTOR'S NAME	ADDRESS	SIGNATURE	DATE
Haishan Li	9640 Medical Center Dr. Rockville, MD 20850		3/7/2019

STATE OF Maryland)
) ss.
COUNTY OF Montgomery

On this 7th day of March, 2019, before me, a notary public in and for said county, appeared Haishan Li, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and she acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

Ekvordena
Notary Public
My commission expires: 06 Oct 2019





INVENTOR'S NAME	ADDRESS	SIGNATURE	DATE
Tyler Lahusen	9640 Medical Center Dr. Rockville, MD 20850	<i>Tyler Lahusen</i>	07 MAR 2019

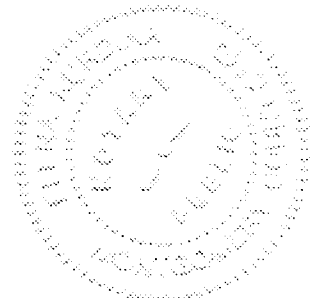
STATE OF Maryland)
COUNTY OF Montgomery) ss.

On this 7th day of March, 2019, before me, a notary public in and for said county, appeared Tyler Lahusen, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and she acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

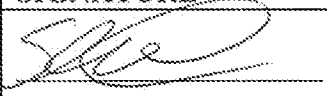
Ekwodina

Notary Public

My commission expires: 06 Oct 2019

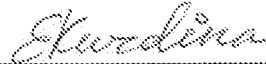




INVENTOR'S NAME	ADDRESS	SIGNATURE	DATE
Gary Mansfield	9640 Medical Center Dr. Rockville, MD 20850		3/11/19

STATE OF Maryland)
) ss.
COUNTY OF Montgomery)

On this 11th day of March, 2019, before me, a notary public in and for said county, appeared Gary Mansfield, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and she acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.



Notary Public

My commission expires: 06 Oct 2019

