

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5445475

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KENYA JOHNSON	03/06/2015
FRANK BEDU-ADDO	03/23/2015
ERIC JACOBSON	04/21/2011
RECEIVING PARTY DATA	
Name:	PDS BIOTECHNOLOGY CORPORATION
Street Address:	675 US HIGHWAY 1
City:	NORTH BRUNSWICK
State/Country:	NEW JERSEY
Postal Code:	08902
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16367546
CORRESPONDENCE DATA	
Fax Number:	(215)656-3301
<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:	215-656-3300
Email:	pto.phil@dlapiper.com
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)
Address Line 1:	ONE LIBERTY PLACE
Address Line 2:	1650 MARKET STREET, SUITE 4900
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	PDS-16-1046WO-US-DIV
NAME OF SUBMITTER:	SIMA SINGADIA KULKARNI
SIGNATURE:	/sima singadia kulkarni/
DATE SIGNED:	03/28/2019
Total Attachments: 14	
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PCT APPLICATION
ASSIGNMENT TO BUSINESS CONCERN

Attorney Docket No.: 50165-225611
Client Reference No.: _____

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned,

Name(s) of Inventor(s) Kenya JOHNSON
Frank BEDU-ADDO, and
Eric JACOBSON,

Check applicable boxes and enter serial number and date if available
maker(s) of an invention which is the subject of a United States Provisional Patent Application identified as Serial No. _____ with a filing date of _____ and/or
a ☒ PCT International Application serial no. PCT/US2013/045578, filed June 13, 2013, entitled

Title of Application CATIONIC LIPID VACCINE COMPOSITIONS AND METHODS OF USE
hereinafter (the "Application(s)")

the undersigned hereby sell(s), assign(s), and set(s) over to

Name of Assignee PDS BIOTECHNOLOGY CORPORATION

Address of principal place of business 500 Industrial Drive, Suite A
Lawrenceburg, Indiana 47025

Insert State of Incorporation (if applicable) or "Not Applicable" a corporation of Delaware

(hereinafter designated as the Assignee) their entire right, title and interest in, to and under the Application(s), including all priority rights for the United States and other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries, including Canada and Mexico, which may be granted for such inventions, or any of them, all such inventions and all rights in such Application(s) and Letters Patent to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

The undersigned agree(s) to execute all papers necessary in connection with the Application(s) in the United States and counterpart applications in foreign countries and any continuing, divisional, or reissue applications thereof, and any reexamination of any of such Applications, and also to execute separate assignments in connection with such Applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared or litigation concerning the Application(s), U.S. national counterparts thereof, or continuation(s), division(s), reissue(s), reexamination(s) thereof, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or litigation.

The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

PCT APPLICATION
ASSIGNMENT TO BUSINESS CONCERN

The undersigned agree(s) to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States and in all other countries where Assignee may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue any and all Letters Patent of the United States resulting or following from said Application(s) or any division or divisions or continuing or reissue applications thereof, and any reexamination of any of such applications, to the said Assignee, as Assignee of the entire interest, and hereby covenants that the undersigned has full right to convey the interest herein assigned, and that the undersigned has not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the attorney of record the power to insert on this assignment any further identification which 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.

IN WITNESS WHEREOF, I have executed this assignment at Los Angeles California
this 6th day of March, 2012 2015

Outside the USA: _____
Witnesses are _____
required when _____
acknowledgment _____
before a Notary _____
Public is not _____
feasible. _____
Witness

Kenya JOHNSON
Inventor (Signature)
Kenya Johnson
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF California }
COUNTY OF Los Angeles } SS:

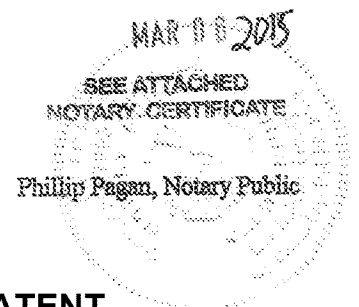
Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal
this 6th day of March, 2015

Phillip Pagan
Notary Public

Phillip Pagan, Notary Public
Printed Name

My Commission Expires: Oct 28, 2018

Resident of Los Angeles County



IN WITNESS WHEREOF, I have executed this assignment at PNC Bank, Carmel, IN
this 23rd day of March, 2015

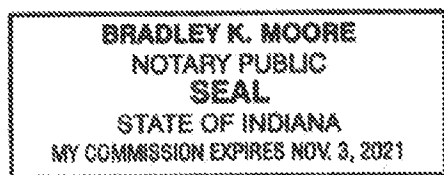
Outside the USA: _____
Witnesses are required when acknowledgment before a Notary Public is not feasible.
Witness _____
Witness _____

[Signature]
Inventor (Signature)
Frank BEDU-ADDO
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Indiana }
COUNTY OF Hamilton } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal
this 23rd day of March, 2015



[Signature]
Notary Public
Bradley K. Moore
Printed Name

My Commission Expires: 11/3/2021

Resident of Marion County

ALL-PURPOSE ACKNOWLEDGMENT
Duplicate Embossment
On Original Document
Phillip Pagan, Notary Public



MAR 06 2015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On MAR 06 2015 before me, Phillip Pagan, Notary Public

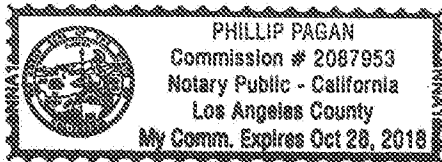
Date

Here Insert Name and Title of the Officer

personally appeared Kanya Johnson

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/they 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 under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Phillip Pagan, Notary Public

Place Notary Seal Above

Signature Phillip Pagan Phillip Pagan, Notary Public

Signature of Notary Public

Phillip Pagan, Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

PATENT ASSIGNMENT COVER SHEET

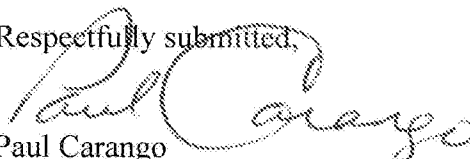
This Patent Assignment Cover Sheet attaches herewith an Employee Offer Letter (the "Offer Letter") signed by PDS Biotechnology Corporation, with offices at 500 Industrial Drive, Suite A, Lawrenceburg, Indiana 47025 (the "Assignee") and inventor Eric Jacobson (the "Assignor") and a PDS Biotechnology Corporation Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement (the "Inventions Assignment") signed by the Assignor.

The Offer Letter and Inventions Assignment are documentary evidence of ownership by the Assignee of the invention entitled CATIONIC LIPID VACCINE COMPOSITIONS AND METHODS OF USE, identified in US Application No. 14/407419, including all divisions and continuations thereof, all rights to claim priority based thereon, all rights to file foreign applications on said invention, and all letters patent and reissues thereof, issuing for said invention in the United States of America and in any and all foreign countries, under 37 C.F.R. 1.46(b)(1):

If the applicant is the assignee or a person to whom the inventor is under an obligation to assign the invention, documentary evidence of ownership (e.g., assignment for an assignee, employment agreement for a person to whom the inventor is under an obligation to assign the invention) should be recorded as provided for in part 3 of this chapter no later than the date the issue fee is paid in the application.

Recordal of the Offer Letter and Inventions Assignment with the United States Patent and Trademark Office (USPTO) is respectfully requested.

Respectfully submitted,



Paul Carango
Reg. No. 42,386
Attorney for Assignee

PDS Biotechnology Corporation

April 19, 2011

Dear Eric:

PDS Biotechnology Corporation (the "Company"), is pleased to offer you the position of Director, Drug Development, at an annual salary of \$85,000. Your net compensation will be less all applicable deductions, withholding taxes, and other amounts required by federal and state laws. Your employment is based on the presentation of documentation proving your eligibility for employment within the United States. Your anticipated starting date with the Company will be Wednesday May 4, 2011 or such date as you and the Company mutually agree, subject to your agreement to the terms and conditions contained in this letter agreement and your execution of the Company's standard Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement, a copy of which is enclosed with this letter agreement (the "Proprietary Information Agreement").

As an integral member of the company's leadership team, you will also be offered 6,000 shares of PDS stock options which will vest over a five year period. Additional shares/ salary could be provided, after each year of employment, based on your performance and the company achieving its milestones. You will also be offered health insurance by the company.

As a Director, you will be entitled to 15 days of vacation annually and 3 personal days so long as you remain employed on a full-time basis. Such vacation will be prorated for your first calendar year of employment with the Company. Such vacation leave may be accumulated and carried forward over one (1) year but in no event shall your vacation leave be accrued in excess of 5 days per year. If your employment terminates for any reason whatsoever, you will not be entitled to receive any cash payment for unused vacation accrued to the date of your termination.

The Company will reimburse you for all reasonable and necessary travel expenses and other disbursements approved by the Company which are actually incurred by you for or on behalf of the Company in the performance of your duties during your employment. As with other employees, you will be required to comply with the Company's policies for reimbursement or advancement of expenses that are then in effect.

As you are aware, your employment by the Company is full-time employment and you will be required to devote, during regular business hours, all your working time to the business of the Company and not to engage in any other business or private services to any other business either as an employee, officer, director, agent, contractor or consultant, except with the express written consent of the Company. You will hold in a fiduciary capacity for the benefit of the Company all information with respect to the Company's finances, sales, profits, and other

proprietary and confidential information acquired by you during your employment. In furtherance of this condition of your employment, we would kindly request that you sign the enclosed Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement ("Proprietary Information Agreement").

By your signature below, you represent and warrant to the Company that you: (i) are not subject to any employment, non-competition or other similar agreement that would prevent or interfere with the Company's employment of you on the terms set forth herein; and (ii) have not brought and will not bring with you to the Company, any materials or documents of a former employer which are not generally available to the public or which did not belong to you prior to your employment with the Company, unless you have obtained written authorization from the former employer or other owner for their possession and use and provided the Company with a copy thereof.

This letter of agreement is not intended to, nor does it, create any employment contract for any specified term or duration between you and the Company. Your employment with the Company is at will and is terminable by you or the Company at any time with or without cause or notice. The Company requests you to provide two (2) weeks notice prior to terminating your employment with the Company. By accepting employment with the Company, you acknowledge that no contrary representation has been made to you.

Upon the termination of your employment with the Company and prior to your departure from the Company, you agree to submit to an exit interview for the purposes of reviewing this letter agreement, the enclosed Proprietary Information Agreement and the trade secrets of the Company, and surrendering to the Company all proprietary or confidential information and articles belonging to the Company.

This letter of agreement, the Proprietary Information Agreement and all ancillary agreements (collectively, the "Agreements") shall be governed by the laws of the State of Indiana. The Agreements constitute the entire agreement between the Company and you, and supersede any and all previous oral or written representation, communication, understanding or agreement between us. All changes or amendments to the Agreements must be made in writing and signed by the parties.

If the foregoing accurately sets forth our agreement, we would appreciate your returning to us the duplicate of this letter agreement and the Proprietary Information Agreement, duly signed and dated in the spaces provided, whereupon this letter of agreement and the Proprietary Information Agreement will become binding upon you and the Company. This offer is valid through May 4, 2011.

Finally, it is with great pleasure that I welcome you to PDS Biotechnology Corporation, and wish you every success in your position. The Company is delighted with the prospect of your joining our team.


PDS Biotechnology Corporation

By: 

Title: President

Consented To and Agreed:


Employee Signature


Date

Enclosures

PDS BIOTECHNOLOGY CORPORATION
PROPRIETARY INFORMATION, INVENTIONS,
NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Proprietary Information, Inventions, Non-competition, and Non-solicitation Agreement ("Agreement") is made in consideration for my employment - by PDS Biotechnology Corporation, a Delaware corporation, or its subsidiaries or affiliates (the "Company"), and the compensation now and hereafter paid to me. I hereby agree as follows:

1. NONDISCLOSURE

1.1 Recognition of Company's Rights; Nondisclosure. At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose or use any Proprietary Information (as defined below), except as such disclosure or use may be required in connection with my work for the Company or unless the Company expressly authorizes such in writing. I will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at the Company and/or incorporates any Proprietary Information. I agree that upon termination of my employment I will acknowledge my possession of Proprietary Information by signing an appropriate list of any and all Proprietary Information of which I have knowledge or about which I have acquired information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company.

1.2 Proprietary Information. The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of other employees of the Company.

1.3 Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or

proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone or use the Third Party Information, except in connection with my work for the Company.

1.4 No Improper Use of Information of Prior Employers and Others. During my employment by the Company, I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality. I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company or me. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

2. ASSIGNMENT OF INVENTIONS

2.1 Proprietary Rights. The term "Proprietary Rights" shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

2.2 **Prior Inventions.** Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement.

2.3 **Assignment of Inventions.** I hereby assign and agree to assign in the future all my right, title and interest in and to any and all inventions (and all Proprietary Rights with respect thereto), trade secrets, confidential and proprietary information, software programs, discoveries, conceptions, preparations and developments, whether or not eligible for or covered by patent, copyright or trade secret protection (collectively, "Inventions"), and whether or not such Inventions constitute works for hire or would otherwise belong to the Company by operation of law which (i) are related to the Company's business or actual or demonstrably anticipated research or development, or (ii) were developed during Company time or using Company resources (collectively, "Assigned Inventions") that become known to, or are made, conceived, reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are hereinafter referred to as "Company Inventions."

3. **NO CONFLICTS OR SOLICITATION.** To protect the Company's Proprietary Information, I agree that during the period of my employment by the Company I will not, without the Company's express written consent, enter into any other employment or business activity with any other person or entity engaged in a Restricted Business (as defined below). I also agree that for the period of my employment by the Company and for one (1) year after the date of termination of my employment by the Company for any reason I will not, either directly or through others, solicit or attempt to solicit or hire or attempt to hire any employee, independent contractor or consultant of the Company to terminate his or her relationship with the Company in order to become an employee, consultant or independent contractor to or for any other person or entity engaged in a Restricted Business in a Restricted Territory (as defined below). I agree further that for the period of my employment by the Company and for one (1) year after the date of termination of my employment for any reason I will not, either directly or through others: (a) solicit or attempt to solicit any

customer or partner of the Company with whom I had contact during my employment with the Company to purchase a product or service competitive with a product or service of the Company; or (b) provide products or services competitive with a product or service of the Company to any customer or partner of the Company with whom I had contact during my employment with the Company. If any restriction set forth in this Section 3 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which such court shall determine it to be enforceable.

4. **COVENANT NOT TO COMPETE.** To protect Proprietary Information, I agree that during my employment with the Company and for a period of one (1) year after my last day of employment with the Company, I will not directly or indirectly engage in (whether as an employee, consultant, proprietor, partner, director or otherwise), or have any ownership interest in, operation, management or control of, any person, firm, corporation or business that engages in a Restricted Business in a Restricted Territory (as defined below).

4.1 **Reasonable.** I agree and acknowledge that the time limitation on the restrictions in Section 4, combined with the geographic scope, is reasonable. I also acknowledge and agree that Section 4 is reasonably necessary for the protection of Proprietary Information that through my employment I shall receive adequate consideration for any loss of opportunity associated with the provisions herein, and that these provisions provide a reasonable way of protecting Company's business value which will be imparted to me.

4.2 As used herein, the terms:

(i) "Restricted Business" shall mean an entity that manufactures, develops, sells or distributes, or conducts research or development with regard to the development of biotechnology-based drug delivery immuno-therapeutics and vaccines or services in specific therapeutic areas that are competitive with the products offered or reasonably anticipated to be offered by the Company.

(B) "Restricted Territory" shall mean (i) the entire world; (ii) North America; (iii) the United States of America; (iv) each state in which the Company does business or did business at any time within two (2) years prior to the termination of my employment by the Company. If a court of competent jurisdiction determines that the Restricted Territory described above in subparagraph (i) is too restrictive, then the parties agree that the Restricted Territory shall be the area specified in subparagraph (ii). If a court of competent jurisdiction determines that the Restricted Territory as set forth in subparagraphs (i) and (ii) above are too restrictive, then the parties agree the Restricted Territory shall be reduced to the area specified in each of the following subsections and in the following order until the court determines an acceptable geographic area: subparagraphs (iii) and (iv). If the court determines that all of the areas mentioned above are too restrictive, then the parties agree that the court may reduce or limit the area to enable the intent of this Section to be enforced in the largest acceptable area.

5. NON-DISPARAGEMENT. I agree not to make any disclosures, issue any statements or otherwise cause to be disclosed any information which is designed, intended or might reasonably be anticipated to disparage the Company, its officers or directors, its business, services, products and/or personnel.

6. RECORDS. I agree to keep and maintain adequate and current records of all Proprietary Information developed by me and all inventions made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

7. NO CONFLICTING OBLIGATION. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

8. RETURN OF COMPANY MATERIALS. When I leave the employ of the Company, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and

documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information in whatever form such information is contained. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice.

9. LEGAL AND EQUITABLE REMEDIES. Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

10. NOTICES. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified mail, three days after the date of mailing.

11. NOTIFICATION OF NEW EMPLOYER. In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

12. GENERAL PROVISIONS.

12.1 Governing Law; Consent to Personal Jurisdiction and Exclusive Forum. This Agreement will be governed by and construed according to the laws of the State of Indiana as such laws are applied to agreements entered into and to be performed entirely within Indiana, notwithstanding principles of conflicts of laws. I hereby expressly understand and consent that my employment is a transaction of business in the State of Indiana and constitutes the minimum contacts necessary to make me subject to the personal jurisdiction of the federal and state courts located in Dearborn County, Indiana for any lawsuit filed against me by Company arising from or related to this Agreement. I agree and acknowledge that any controversy arising out of or relating to this Agreement or the breach thereof, or

PDS Biotechnology Corporation

any claim or action to enforce this Agreement or portion thereof, or any controversy or claim requiring interpretation of this Agreement must be brought solely in a forum located within Dearborn County, Indiana. No such action may be brought in any forum outside of Dearborn County, Indiana. Any action brought in contravention of this paragraph by one party is subject to dismissal at any time and at any stage of the proceedings by the other, and no action taken by the other in defending, countering or appealing shall be construed as a waiver of this right to immediate dismissal. A party bringing an action in contravention of this paragraph shall be liable to the other party for the costs, expenses and attorneys' fees incurred in successfully dismissing the action or successfully transferring the action to the federal courts located in the State of Indiana.

12.2 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

12.3 "Employee"/"Employment" Terms. For purposes of this Agreement, the term "employee" shall be deemed to include "consultant," "independent contractor" and "director," and the term "employment," or any variation thereof, shall be deemed to include "engagement."

12.4 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

12.5 Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

12.6 No Employment Rights. I agree and understand that my employment is at-will which means I or the Company each have the right to terminate my employment at will, with or without advance notice and with or without cause. I further agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause or notice.

12.7 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

12.8 Tolling of Limitation Period. I agree that a breach of any provision(s) of this Agreement will toll the running of the limitation period with respect to such provision(s) for as long as such breach occurs.

12.9 Entire Agreement. The obligations pursuant to Sections 1 through 4 and Sections 6 and 7 (including all subparts) of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as an employee if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us with respect to the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

This Agreement shall be effective as of _____, the first day of my employment with the Company, or the first day I receive any proprietary information from PDS Biotechnology Corporation.

PDS Biotechnology Corporation

I HAVE READ THIS AGREEMENT CAREFULLY AND
UNDERSTAND ITS TERMS. I HAVE COMPLETELY
FILLED OUT EXHIBIT A TO THIS AGREEMENT.

Dated: 4/28/11

Eric Jacobson
Signature

Eric Jacobson
Printed Name

ACCEPTED AND AGREED TO:

PDS BIOTECHNOLOGY CORPORATION

Name:

Title:

500 Industrial Drive, Suite A, IN 47025; Tel: 812-537-0779; Fax: 812-537-1614

EXHIBIT A

TO: PDS BIOTECHNOLOGY CORPORATION

FROM:

Eric Jacobson

DATE:

4/21/11

SUBJECT: Previous Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by PDS Biotechnology Corporation that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment by the Company:



No inventions or improvements.



See below:



Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

Invention or Improvement	Party(ies)	Relationship
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____



Additional sheets attached.

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