11/04/2021 506961084

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
UNIVERSITY OF LOUISVILLE RESEARCH FOUNDATION, INC.	06/30/2021

RECEIVING PARTY DATA

Name:	UNIVERSITY OF LOUISVILLE RESEARCH FOUNDATION, INC.	
Street Address:	300 E MARKET STREET	
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City:	LOUISVILLE	
State/Country:	KENTUCKY	
Postal Code:	40202	
Name:	THE CURATORS OF THE UNIVERSITY OF MISSOURI	
Street Address:	115 BUSINESS LOOP 70 WEST	
City:	COLUMBIA	
State/Country:	MISSOURI	
Postal Code:	65211-8375	

PROPERTY NUMBERS Total: 6

Property Type	Number		
Application Number:	15736088		
Patent Number:	7598345		
Patent Number:	8017582		
Patent Number:	9079976		
Patent Number:	7927602		
Patent Number:	8076096		

CORRESPONDENCE DATA

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REEL: 058023 FRAME: 0826 506961084

PATENT -

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ATTORNEY DOCKET NUMBER:	089885-0153 ET AL.		
NAME OF SUBMITTER:	COURTENAY C. BRINCKERHOFF		
SIGNATURE:	/COURTENAY C. BRINCKERHOFF/		
DATE SIGNED:	11/04/2021		

Total Attachments: 4

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APPENDIX B: ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS ("AGREEMENT") is made and entered the date of last signature ("EFFECTIVE DATE"), by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, having an office at 115 Business Loop 70 West, Columbia Missouri 65211-8375 ("UNIVERSITY"), and The University of Louisville Research Foundation, Inc, as the agent of the University of Louisville ("UofL") for receiving grants and research agreements from external funding sources and which owns and controls intellectual property on behalf of UofL, with principal offices located at 300 E Market Street, Suite 300, Louisville, KY 40202 ("INSTITUTION"). UNIVERSITY and INSTITUTION may sometimes be referred to herein as a "PARTY" or "PARTIES" as the case may be.

WHEREAS, Haval Shirwan, Esma Yolcu, and Kutlu Elpek (each an "INVENTOR" and collectively the "INVENTORS"), were or are employed by INSTITUTION and are named individually or collectively as joint inventors on: a) the patent applications set forth in Appendix A titled ("PATENT APPLICATIONS"); and b) the subject of UM Invention Disclosure Numbers 21UMC003, 21UMC008, 21UMC009 and 21UMC054; and c) the subject of INSTITUTION Case Numbers 6035, 15059, and 91001.

WHEREAS, the INVENTORS have assigned their rights in a parent application to the PATENT APPLICATIONS to INSTITUTION pursuant to assignments executed on or about the dates listed in Appendix A of the Inter-Institutional Agreement;

WHEREAS, the PARTIES are desirous of having the UNIVERSITY control the prosecution and licensing of the PATENT APPLICATIONS;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, representations and warranties contained herein, the PARTIES agree as follows:

- 1. <u>Assignment.</u> The PARTIES shall jointly own the PATENTS as defined herein. Therefore, subject to and conditioned upon the terms and conditions herein, INSTITUTION hereby assigns, transfers, and conveys to INSTITUTION and UNIVERSITY jointly an undivided interest all of INSTITUTION's right, title and interest in and to:
 - (a) the invention disclosed in the PATENT APPLICATIONS:
 - (b) all patents and patent applications that have been or may hereafter be filed which are based on the PATENT APPLICATIONS, including any provisional, non-provisional, divisional, continuation (but not any continuation-in-part), extension, renewal, re-examination, reissue, substitute, supplementary protection certificate, utility model, or similar legal protection based on the PATENT APPLICATION ("PATENTS");
 - (c) the right to claim priority to any of the PATENT APPLICATIONS under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or laws of the country in which the PATENTS are filed, as may be applicable; and
 - (d) all rights of action, powers, and benefits arising from ownership of the PATENTS, including the right to sue for past, present, and future infringement of the PATENTS, the

right to collect royalties, fees, damages, and payments now or hereafter due or payable with respect to the PATENTS, the right to seek injunctive relief based on the PATENTS, and the right to pursue all causes of action and all enforcement rights relating to the PATENTS, whether known or unknown, currently pending or otherwise.

The rights set forth in (a.) – (d.) above are referred to in this AGREEMENT as the "ASSIGNED RIGHTS."

- 2. <u>Further Assurances.</u> Upon the reasonable request of either UNIVERSITY, INSTITUTION agrees to execute such documents and perform such acts as may be necessary to give full effect to the terms of this AGREEMENT, including, but not limited to, the execution of any assignment documents required, in the United States of America or in any international countries where this Invention is filed for legal protection, to record, vest or perfect the other UNIVERSITY's undivided interest in the ASSIGNED RIGHTS.
- 3. Representations and Warranties. INSTITUTION represents to UNIVERSITY that:
 - (a) INSTITUTION has the full right and power to enter into and perform its obligations under this AGREEMENT, without being in breach of any obligations owed by INSTITUTION to a third party;
 - (b) The ASSIGNED RIGHTS are free and clear of any agreement, lien, charges, encumbrances, ownership claim, or other claim or right, either written, oral or implied, which will impair interfere or conflict with the rights herein assigned by INSTITUTION; and
 - (c) INSTITUTION has not assigned, transferred or otherwise conveyed, nor will INSTITUTION assign, transfer or otherwise convey, to any third party any right or license under or with respect to the ASSIGNED RIGHTS that is in conflict with this AGREEMENT.
 - (d) INSTITUTION has received all necessary consents and permissions in order to perform its obligations herein, including any needed from the National Institutes of Health;
- 4. Government Rights. It is understood that the United States Government (through any of its agencies or otherwise) has funded research, during the course of or under which any inventions of the PATENT APPLICATIONS were conceived or made, the United States Government is entitled, as a right, under the provisions of 35 U.S.C. §§ 200–212 and applicable regulations of Chapter 37 of the Code of Federal Regulations, to a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the invention of such PATENT APPLICATIONS for governmental purposes. The PARTIES will ensure that all obligations under these provisions are met.
- 5. <u>Binding Agreement.</u> The provisions of this AGREEMENT are binding upon and will inure to the benefit of the Parties and their respective heirs, personal representatives, and successors.
- 6. <u>Counterparts.</u> This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT in duplicate originals by their duly authorized officers or representatives.

RESEARCH FOUNDATION, INC.	OF MISSOURI
By: T. Allen Digitally signed by T. Allen Morris Morris Date: 2021.06.30	By: Usa Lorenzen Printed Name: Lisa Lorenzen
Date:16:27:24-04'00'	7/1/2021 Date:

APPENDIX A: INVENTION DISCLOSURES AND PATENT RIGHTS

MU Disclosure #	UoL Disclo sure #	<u>Disclosure Title</u>	UoL Submission Date	Country	Patent/Appl ication No.	Filing Date	Assignment Date
21UMC009 15059		Developing SA-FasL and SA-IL2 as		US	15/736,088	12/13/2017	leconneces
	biologics for the prevention and treatment of autoimmunity and graft rejection	2/18/2015	E Ρ	16812560.7	1/17/2018	January 21, 2016	
21UMC008 6035		Immunostimulatory 6035 compositions and methods	11/11/2006	US	7,598,345	12/7/2006	
	6035			US	8,017,582	9/3/2009	February 28, 2007
				US	9,079,976	9/7/2011	
21UMC054	91001	Fas ligand- 1001 avidin/streptavidin fusion proteins	Unknown	US	7,927,602	7/23/2002	October 29, 2002
21UMC003				us	8,076,096	6/25/2007	

PATENT REEL: 058023 FRAME: 0831

RECORDED: 11/04/2021