

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT7577771

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATORY ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOSEPH S. SHAN	02/18/2021
NIKOLETTA L. KALLINTERIS	09/09/2013
MIN TANG	02/25/2021
F. ANDREW DORR	02/15/2021
RECEIVING PARTY DATA	
Name:	AVID BIOSERVICES, INC.
Street Address:	14282 FRANKLIN AVENUE
City:	TUSTIN
State/Country:	CALIFORNIA
Postal Code:	92780
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15943304
CORRESPONDENCE DATA	
Fax Number:	(202)371-2540
<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>	
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ATTORNEY DOCKET NUMBER:	4488.0090003
NAME OF SUBMITTER:	JAIME M. CANAVES
SIGNATURE:	/Jaime M. Canaves/
DATE SIGNED:	10/06/2022
Total Attachments: 27	
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CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment Agreement is entered into by and between **Joseph S. Shan**, having a mailing address of 14282 Franklin Avenue, Tustin, California 92780; **Nikoletta L. Kallinteris**, having a mailing address of 14282 Franklin Avenue, Tustin, California 92780; **Min Tang**, having a mailing address of 14282 Franklin Avenue, Tustin, California 92780; and **F. Andrew Dorr**, having a mailing address of 14282 Franklin Avenue, Tustin, California 92780, hereinafter generally referred to as "ASSIGNORS" and **AVID BIOSERVICES, INC.**, formerly PEREGRINE PHARMACEUTICALS, INC., a corporation having a place of business at 14282 Franklin Avenue, Tustin, California 92780, hereinafter referred to as "ASSIGNEE".

WHEREAS, ASSIGNORS seek to confirm, and ASSIGNEE desires execution of a confirmatory assignment confirming ASSIGNORS's Assignment dated April 27, 2017 of all their right, title and interest in and to all inventions, discoveries, patents/utility models, applications, and rights described in paragraphs (1) through (8) below.

(1) all inventions and discoveries described in the provisional or non-provisional patent application(s) entitled

METHODS FOR TREATING CANCER USING BAVITUXIMAB IN COMBINATION WITH IMMUNO-ONCOLOGY AGENTS;

for which has been filed as U.S. Provisional Patent Application Serial No.: **62/481,064**, filed **April 3, 2017**;

and for which has been filed as U.S. Provisional Patent Application Serial No.: **62/507,545**, filed **May 17, 2017**;

(2) the application(s) identified in paragraph (1), and all applications claiming priority from such application(s), directly or indirectly, including all national stages of any international patent application(s);

(3) the right to file patent, utility model, or other applications on any invention or discovery disclosed in any of the applications identified in paragraphs (1) and (2), including the right to file such applications on said inventions and discoveries in the names of ASSIGNEE or their designees, or on behalf or in the name(s) of the inventor(s) of said inventions and discoveries, at ASSIGNEE's election and in accordance with applicable law in all countries and regions; and the right to file all patent, utility model, or other applications in all countries and regions claiming the priority of any of the provisional or non-provisional application(s) identified in paragraphs (1) or (2);

(4) all rights to claim priority from any of the applications referred to in paragraphs (1), (2), and (3) or from any application from which any of the applications referred to in paragraphs

(1), (2) and (3) claim priority in all countries and regions under the Paris Convention for the Protection of Industrial Property, the WTO GATT TRIPS Agreement, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the United States patent application is a provisional patent application, under 35 USC 119(e);

(5) all continuations, continuations-in-part, and divisionals of any United States patent application(s) or international patent application(s) designating the United States, any national stages of any international application(s), and any other patent application(s) described in paragraphs (1) through (4) hereof, including further continuations, continuations-in-part, and divisionals such as, but not limited to, continuations of continuations and continuations of divisionals;

(6) all patents, utility models, or other grants that issue from any of the applications referred to herein and all rights and remedies associated therewith including the right to sue for and recover past damages and to recover under 35 U.S.C. § 154 (d) or any other law permitting remedies for infringement prior to issuance of the patent;

(7) all registrations and confirmations of, and importation certificates based upon, one or more of said patents, utility models, or other grants, and applications for such registrations, confirmations and importation certificates and;

(8) all reissues, renewals and extensions of said patents, utility models, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said ASSIGNEE to the full ends of the terms for which said patents, utility models, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS if this sale, assignment and transfer had not been made.

ASSIGNORS hereby authorize ASSIGNEE and their representatives to insert or correct in paragraph (1) of this Assignment the filing date(s) and Application Number(s) of said patent, utility model, or other application(s) when notified thereof.

ASSIGNORS hereby covenants and agrees that it will, at any time, (i) upon the request, but at the expense, of ASSIGNEE, execute and deliver all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, applications, patents, utility models, registrations, confirmations, importation certificates, reissues, renewals, extensions, reexamination certificates, supplementary protection certificates, and applications within the scope of (7) and (8), in ASSIGNEE, including the execution and procurement of all further documents evidencing this sale, assignment and transfer as may be necessary or desirable for recording the same in the patent office or other intellectual property office, agency or the like of any country or region, (ii) upon the request, but at the expense, of ASSIGNEE execute all

additional applications within the scope of paragraphs (1) through (6) and all applications within the scope of (7) or (8), and (iii) make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of ASSIGNEE.

Should any provision of this Assignment be deemed invalid or unenforceable by reason of any law, statute, regulation or judgment, existing now or in the future in any jurisdiction, such provision shall be modified in such jurisdiction so as to nearly approximate the intent of the Parties. If this cannot be done, such invalid or unenforceable provision shall be divisible and be deleted in any such jurisdiction, and all other provisions shall remain in full force and effect. The modification or deletion of any provision in one jurisdiction shall have no effect on this Assignment in any other jurisdiction.

This Assignment shall be governed by the laws of Delaware.

This Assignment is effective as from the earliest priority date as stated above.

Said Assignee does hereby acknowledge and accept the above sale, assignment and transfer of all the rights, title and interest enumerated above, including but not limited to the right to priority and the right to sue for past infringement.

By: AVID BIOSERVICES, INC., formerly
PEREGRINE PHARMACEUTICALS, INC.

Date

Signature

Printed Name of Signor

Title/Authority of Signor

Date

Nikoletta L. Kallinteris

Feb 18, 2021

/ Joseph S. Shan /

Date

Joseph S. Shan

Date

Min Tang

Date

F. Andrew Dorr

Signature: *Joseph S. Shan*
/ Joseph S. Shan / Feb 18, 2021 20:10:46 ET

Email: josephssh@gmail.com

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(3) the right to file patent, utility model, or other applications on any invention or discovery disclosed in any of the applications identified in paragraphs (1) and (2), including the right to file such applications on said inventions and discoveries in the names of ASSIGNEE or their designees, or on behalf or in the name(s) of the inventor(s) of said inventions and discoveries, at ASSIGNEE's election and in accordance with applicable law in all countries and regions; and the right to file all patent, utility model, or other applications in all countries and regions claiming the priority of any of the provisional or non-provisional application(s) identified in paragraphs (1) or (2);

(4) all rights to claim priority from any of the applications referred to in paragraphs (1), (2), and (3) or from any application from which any of the applications referred to in paragraphs

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PEREGRINE PHARMACEUTICALS, INC.

Date

Signature

Printed Name of Signor

Title/Authority of Signor

Date

Nikoletta L. Kallinteris

Date

Joseph S. Shan

Feb 25, 2021

/ Min Tang /

Date

Min Tang

Date

F. Andrew Dorr

Signature: *Min Tang*
/ Min Tang / (Feb 25, 2021, 09:45:15 PT)
Email: statbeyond@gmail.com

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By: AVID BIOSERVICES, INC., formerly
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Date

Signature

Printed Name of Signor

Title/Authority of Signor

Date

Nikoletta L. Kallinteris

Date

Joseph S. Shan

Date

Min Tang

Feb 15, 2021

/F. Andrew Dorr/

Date

F. Andrew Dorr

Signature: 
/F. Andrew Dorr (Feb 15, 2021 1:28:07 PM)

Email: adorr414@me.com

**CONFIDENTIAL INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT**

As a condition of my becoming employed (or my employment being continued) by or retained as a consultant (or my consulting relationship being continued) by Peregrine Pharmaceuticals, Inc., a Delaware corporation ("Peregrine") or any of its current or future subsidiaries, affiliates, successors or assigns (the entity by whom I am employed or have been retained, the "Company" and Peregrine, together with its current or future subsidiaries, affiliates, successors or assigns, collectively, the "Peregrine Group"), and in consideration of my employment or consulting relationship with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. **Employment or Consulting Relationship.** I understand and acknowledge that this Confidential Information and Invention Assignment Agreement (this "Agreement") does not alter, amend or expand upon any rights I may have to continue in the employ of, or in a consulting relationship with, or the duration of my employment or consulting relationship with, the Company under any existing agreements between the Company and me or under applicable law. Any employment or consulting relationship between the Company and me, whether commenced prior to or upon the date of this Agreement, shall be referred to herein as the "Relationship."

2. **Duties.** I will perform for the Company such duties as may be designated by the Company from time to time. During the Relationship, I will devote my best efforts to the interests of the Company and will not engage in other employment or in any activities detrimental to the best interests of the Company without the prior written consent of the Company.

3. **At-Will Relationship.** I understand and acknowledge that my Relationship with the Company is and shall continue to be at-will, as defined under applicable law, meaning that either I or the Company may terminate the Relationship at any time for any reason or no reason, without further obligation or liability.

4. **Confidential Information.**

(a) **Company Information.** I agree, at all times during the term of my Relationship with the Company and thereafter, to hold in strictest confidence, not to use (except for the benefit of the Company to the extent necessary to perform my obligations to the Company under the Relationship), and not to disclose to any person, firm, corporation or other entity (without prior written authorization of the Company) any Confidential Information of the Peregrine Group which I obtain, receive or create. I further agree not to make copies of such Confidential Information except as authorized by the Company. I understand that "Confidential Information" means any Peregrine Group technical data, trade secrets, know-how or other proprietary information, including, without limitation, research, product and business plans, products, services, suppliers, customer lists and past, current and future customers (including, without limitation, customers of the Peregrine Group on whom I called or with whom I became acquainted during the Relationship), prices and costs, markets, software (both object code and source code), data bases, developments, experimental work, inventions, original works of

authorship, notebooks, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing materials and plans, licenses, finances, budgets or other business information pertaining to any business of the Peregrine Group or any of its partners, investors, employees, clients, customers, consultants or licensees, in each case, that is disclosed to me by the Peregrine Group either directly or indirectly in writing, orally or by drawings or observation (including without limitation, documents, parts, equipment or experimental work) or created by me during the period of the Relationship, whether or not during working hours. I further understand that Confidential Information includes, without limitation, information pertaining to any aspect of the Peregrine Group's business that is either information not known by actual or potential competitors of the Peregrine Group or other third parties not under confidentiality obligations to the Peregrine Group or is otherwise proprietary information of the Peregrine Group or its partners, investors, customers or suppliers, whether of a technical nature or otherwise. I also understand that Confidential Information does not include any of the foregoing items that has become publicly and widely known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

(b) Prior Obligations. I represent and covenant that (i) my performance of all terms of this Agreement as an employee or consultant of the Company has not breached and will not breach any agreement to keep in confidence proprietary or confidential information, knowledge or data acquired by me prior or subsequent to the commencement of my Relationship with the Company, and (ii) I will not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. I will not induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer or any other party. I acknowledge and agree that I have listed on Exhibit A all agreements (e.g., non-competition agreements, non-solicitation of customers agreements, non-solicitation of employees agreements, confidentiality agreements, inventions agreements, etc.) with any current or former client or employer, or any other person or entity, that may restrict my ability to accept employment with the Company or my ability as an employee or consultant to recruit or engage customers, service providers, employees or consultants on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties as an employee or consultant of the Company or any obligation I may have to the Company (collectively referred to as "Prior Obligations"). If no Prior Obligations are listed, I am not party to or subject to any Prior Obligations.

(c) Third Party Information. I recognize that the Peregrine Group has received and in the future will receive proprietary or confidential information from third parties subject to a duty on the Peregrine Group's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such proprietary or confidential information in the strictest confidence, not to disclose it to any person, firm, corporation or other entity, and not to use it except as necessary in carrying out my work for the Company consistent with the Peregrine Group's agreement with such third party. I agree that such third party information shall also be treated in the same way as Confidential Information hereunder.

5. Inventions.

(a) Inventions Retained and Licensed. I have attached hereto as Exhibit B a list describing with particularity all inventions, original works of authorship, developments, improvements, and trade secrets that were made by me prior to the commencement of the Relationship (collectively referred to as "**Prior Inventions**") and that (i) belong solely to me or belong to me jointly with another, (ii) relate in any way to any of the Company's proposed businesses, products or research and development, and (iii) are not assigned to Peregrine hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If, in the course of my Relationship with the Company, I incorporate into a Peregrine Group product, process or machine a Prior Invention owned by me or in which I have an interest, the Peregrine Group is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, perform, display, use, sell, offer for sale, import, and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

(b) Assignment of Inventions. I agree that I will promptly make full written disclosure to Peregrine, will hold in trust for the sole right and benefit of Peregrine, and will assign, and hereby do assign, to Peregrine all my right, title and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, that I may solely or jointly create, conceive, develop or reduce to practice, or cause to be created, conceived, developed or reduced to practice, during the period of my Relationship with the Company (collectively referred to as "**Inventions**") and in any and copyrights, patents, trademarks, maskwork rights, moral rights, or other intellectual property rights relating thereto, except as provided in Section 5(e) below. I further acknowledge that all Inventions made by me (solely or jointly with others) within the scope of and during the period of my Relationship with the Company are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated by my salary (if I am an employee) or by such amounts paid to me under any applicable consulting agreement or consulting arrangements (if I am a consultant), unless regulated otherwise by mandatory applicable law. I also acknowledge and agree that I have not retained any right in any such Inventions and that Peregrine, at its sole discretion, shall have the right to exploit or practice any such Inventions.

(c) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) [during the term of my Relationship with the Company]. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, notebooks, and any other format. The records will be available to and remain the sole property of the Company at all times. I agree not to remove such records from the Company's place of business except as expressly permitted by Company policy, which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company's business. I agree to return all such records (including any copies thereof) to the Company at the time of termination of my Relationship with the Company as provided for in Section 6.

(d) Patent and Copyright Rights.

(i) I agree to assist Peregrine or its designee at its expense, in every proper way to secure and enforce the rights of Peregrine in the inventions and any copyrights,

patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries (the "Assigned Rights"). Such assistance shall include (A) disclosing to Peregrine or its designee of all pertinent information and data with respect thereto, (B) testifying in any legal proceedings and making all rightful oaths, and (C) executing all applications, specifications, oaths, assignments, recordations, and all other instruments that Peregrine or its designee shall deem necessary (1) in order to apply for, obtain, maintain, enforce, defend and transfer the Inventions and the Assigned Rights, or, if not transferable, waive such rights, and (2) in order to assign and convey to Peregrine, and any successors, assigns and nominees, the sole and exclusive rights, title and interest in and to such Inventions and the Assigned Rights. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement until the expiration of the last such intellectual property right to expire in any country of the world. If Peregrine or its designee is unable, because of my mental or physical incapacity or unavailability or for any other reason, to secure my signature to any such instrument or papers (including any such instruments needed apply for or to pursue any application for any United States or foreign patents, copyright, mask works or other registrations covering Inventions assigned to Peregrine as set forth above), then I hereby irrevocably designate and appoint Peregrine and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such instruments or papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright or other registrations thereon with the same legal force and effect as if originally executed by me. I hereby waive and irrevocably quitclaim to Peregrine any and all claims, of any nature whatsoever, which I now or hereafter have for infringement of any and all proprietary rights assigned to Peregrine.

(ii) If a patent application, copyright registration or other application or registration for intellectual property rights is filed by me or on my behalf, or a copyright notice indicating my authorship is used by me or on my behalf, within twelve (12) months after the termination of my Relationship with the Company, that describes or identifies any invention, original work of authorship, development, concept, know-how, improvement or trade secret within the scope of my work for the Company or that otherwise relates to a portion of the Peregrine Group's business of which I had knowledge during my Relationship, it is to be conclusively presumed that such invention, original work of authorship, development, concept, know-how, improvement or trade secret was conceived by me during the period of such Relationship and is an "Invention" hereunder. I agree to notify Peregrine promptly of any such application or registration and to assign, and do hereby assign, to Peregrine my entire right, title and interest in such Invention and in such application or registration.

(e) Exception to Assignments. I understand that the provisions of this Agreement requiring assignment of Inventions to Peregrine do not apply to any invention that qualifies fully under the provisions of California Labor Code Section 2870 (attached hereto as Exhibit C). I will advise Peregrine promptly in writing of any inventions that I believe meet such provisions and are not otherwise disclosed on Exhibit B.

6. Company Property: Returning Company Documents. I acknowledge and agree that I have no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, stored company

files, e-mail messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice. 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. I agree that, at the time of termination of my Relationship with the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or copies or reproductions of any of the aforementioned items developed by me pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns. In the event of the termination of the Relationship, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit D; however, my failure to sign and deliver the Termination Certificate shall in no way diminish my continuing obligations under this Agreement.

7. Notification to Other Parties.

(a) Employees. In the event that I leave the employ of the Company, I hereby consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

(b) Consultants. I hereby grant consent to notification by the Company to any other parties besides the Company with whom I maintain a consulting relationship, including parties with whom such relationship commences after the effective date of this Agreement, about my rights and obligations under this Agreement.

8. Solicitation of Employees, Consultants and Other Parties. I agree that during the term of my Relationship with the Company, and for a period of eighteen (18) months immediately following the termination of my Relationship with the Company for any reason, whether with or without cause, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity. Further, during my Relationship with the Company and at any time following termination of my Relationship with the Company for any reason, with or without cause, I shall not use any Confidential Information of the Peregrine Group to attempt to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct his, her or its purchase of products and/or services to any person, firm, corporation, or other entity in competition with the business of the Company.

9. Representations and Covenants.

(a) Facilitation of Agreement. I agree to execute promptly any proper oath or verify any proper document required to carry out the terms of this Agreement upon the Company's or Peregrine's written request to do so.

(b) Conflicts. I represent that my performance of all the terms of this Agreement does not and will not breach any agreement I have entered into or will enter into with any third party, including, without limitation, any agreement to keep in confidence proprietary or confidential information acquired by me in confidence or in trust prior to commencement of my Relationship with the Company. I agree not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

(c) Voluntary Execution. I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

10. General Provisions.

(a) Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without regard to conflict of law principles thereof that would result in the application of the laws of a jurisdiction other than the California.

(b) Entire Agreement. This Agreement sets forth the entire agreement and understanding between Peregrine or the Company and me relating to the subject matter herein and merges all prior discussions and correspondence between us; provided this Agreement does not merge or supersede any other confidentiality agreements between Peregrine or the Company and me. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

(c) Severability. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(d) Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of Peregrine, the Company, and their respective successors and its assigns. Peregrine and the Company may assign this Agreement without my prior consent, whether oral or written.

(e) Survival. The provisions of this Agreement shall survive the termination of the Relationship and the assignment of this Agreement by the Company or Peregrine to any successor-in-interest or other assignee.

(f) Remedies. I acknowledge and agree that violation of this Agreement by me may cause the Company or Peregrine irreparable harm and, therefore, agree that the Company and Peregrine will be entitled to seek extraordinary relief in court, including, without limitation, temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting a bond or other security and in addition to and without prejudice to any other rights or remedies that the Company or Peregrine may have for a breach of this Agreement.

(g) Acknowledgement of Understanding. I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[Signature Page Follows]

The parties have executed this CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT on the respective dates set forth below:

PEREGRINE:

Peregrine Pharmaceuticals, Inc.

Linda Donaldson
Signature

[Name] LINDA DONALDSON
[Title] SR. ADMIN. ASSISTANT

Date: 09/09/13

Address: 14282 Franklin Ave.,
Tustin, CA 92780

COMPANY (if an entity other than Peregrine is employs or hires the employee):

Signature

[Name]
[Title]

Date: _____

Address: _____

EMPLOYEE:

N. Kallinteris
Signature

Date: 9-9-2013

Address: 15 MacArthur place
Apt. 2107
Santa Ana CA 92707

EXHIBIT A

PRIOR OBLIGATIONS
IDENTIFIED IN ACCORDANCE WITH SECTION 4(b)

Exhibit A

Confidential Information and Invention Assignment Agreement

NY1-4368882v3

PATENT
REEL: 061620 FRAME: 0661

EXHIBIT B

LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP
EXCLUDED IN ACCORDANCE WITH SECTION 5(a)

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
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..... No inventions or improvements

..... Additional Sheets Attached

Signature of Employee/Consultant:

Print Name of Employee/Consultant:

Date:

Exhibit B

Confidential Information and Invention Assignment Agreement

EXHIBIT C

Section 2870 of the California Labor Code is as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

Exhibit C

Confidential Information and Invention Assignment Agreement

CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment Agreement is entered into by and between **Joseph S. Shan**, having a mailing address of 14282 Franklin Avenue, Tustin, California 92780; **Nikoletta L. Kallinteris**, having a mailing address of 14282 Franklin Avenue, Tustin, California 92780; **Min Tang**, having a mailing address of 14282 Franklin Avenue, Tustin, California 92780; and **F. Andrew Dorr**, having a mailing address of 14282 Franklin Avenue, Tustin, California 92780, hereinafter generally referred to as "ASSIGNORS" and **AVID BIOSERVICES, INC.**, formerly PEREGRINE PHARMACEUTICALS, INC., a corporation having a place of business at 14282 Franklin Avenue, Tustin, California 92780, hereinafter referred to as "ASSIGNEE".

WHEREAS, ASSIGNORS seek to confirm, and ASSIGNEE desires execution of a confirmatory assignment confirming ASSIGNORS's Assignment dated April 27, 2017 of all their right, title and interest in and to all inventions, discoveries, patents/utility models, applications, and rights described in paragraphs (1) through (8) below.

(1) all inventions and discoveries described in the provisional or non-provisional patent application(s) entitled

METHODS FOR TREATING CANCER USING BAVITUXIMAB IN COMBINATION WITH IMMUNO-ONCOLOGY AGENTS;

for which has been filed as U.S. Provisional Patent Application Serial No.: **62/481,064**, filed **April 3, 2017**;

and for which has been filed as U.S. Provisional Patent Application Serial No.: **62/507,545**, filed **May 17, 2017**;

(2) the application(s) identified in paragraph (1), and all applications claiming priority from such application(s), directly or indirectly, including all national stages of any international patent application(s);

(3) the right to file patent, utility model, or other applications on any invention or discovery disclosed in any of the applications identified in paragraphs (1) and (2), including the right to file such applications on said inventions and discoveries in the names of ASSIGNEE or their designees, or on behalf or in the name(s) of the inventor(s) of said inventions and discoveries, at ASSIGNEE's election and in accordance with applicable law in all countries and regions; and the right to file all patent, utility model, or other applications in all countries and regions claiming the priority of any of the provisional or non-provisional application(s) identified in paragraphs (1) or (2);

(4) all rights to claim priority from any of the applications referred to in paragraphs (1), (2), and (3) or from any application from which any of the applications referred to in paragraphs

(1), (2) and (3) claim priority in all countries and regions under the Paris Convention for the Protection of Industrial Property, the WTO GATT TRIPS Agreement, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the United States patent application is a provisional patent application, under 35 USC 119(e);

(5) all continuations, continuations-in-part, and divisionals of any United States patent application(s) or international patent application(s) designating the United States, any national stages of any international application(s), and any other patent application(s) described in paragraphs (1) through (4) hereof, including further continuations, continuations-in-part, and divisionals such as, but not limited to, continuations of continuations and continuations of divisionals;

(6) all patents, utility models, or other grants that issue from any of the applications referred to herein and all rights and remedies associated therewith including the right to sue for and recover past damages and to recover under 35 U.S.C. § 154 (d) or any other law permitting remedies for infringement prior to issuance of the patent;

(7) all registrations and confirmations of, and importation certificates based upon, one or more of said patents, utility models, or other grants, and applications for such registrations, confirmations and importation certificates and;

(8) all reissues, renewals and extensions of said patents, utility models, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said ASSIGNEE to the full ends of the terms for which said patents, utility models, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS if this sale, assignment and transfer had not been made.

ASSIGNORS hereby authorize ASSIGNEE and their representatives to insert or correct in paragraph (1) of this Assignment the filing date(s) and Application Number(s) of said patent, utility model, or other application(s) when notified thereof.

ASSIGNORS hereby covenants and agrees that it will, at any time, (i) upon the request, but at the expense, of ASSIGNEE, execute and deliver all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, applications, patents, utility models, registrations, confirmations, importation certificates, reissues, renewals, extensions, reexamination certificates, supplementary protection certificates, and applications within the scope of (7) and (8), in ASSIGNEE, including the execution and procurement of all further documents evidencing this sale, assignment and transfer as may be necessary or desirable for recording the same in the patent office or other intellectual property office, agency or the like of any country or region, (ii) upon the request, but at the expense, of ASSIGNEE execute all

additional applications within the scope of paragraphs (1) through (6) and all applications within the scope of (7) or (8), and (iii) make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of ASSIGNEE.

Should any provision of this Assignment be deemed invalid or unenforceable by reason of any law, statute, regulation or judgment, existing now or in the future in any jurisdiction, such provision shall be modified in such jurisdiction so as to nearly approximate the intent of the Parties. If this cannot be done, such invalid or unenforceable provision shall be divisible and be deleted in any such jurisdiction, and all other provisions shall remain in full force and effect. The modification or deletion of any provision in one jurisdiction shall have no effect on this Assignment in any other jurisdiction.

This Assignment shall be governed by the laws of Delaware.

This Assignment is effective as from the earliest priority date as stated above.

Said Assignee does hereby acknowledge and accept the above sale, assignment and transfer of all the rights, title and interest enumerated above, including but not limited to the right to priority and the right to sue for past infringement.

By: AVID BIOSERVICES, INC., formerly
PEREGRINE PHARMACEUTICALS, INC.

Feb 15, 2021

Date



Signature

Mark Ziebell

Printed Name of Signor

General Counsel

Title/Authority of Signor

_____/_____/_____
Date Nikoletta L. Kallinteris

_____/_____/_____
Date Joseph S. Shan

_____/_____/_____
Date Min Tang

_____/_____/_____
Date F. Andrew Dorr