

ASSIGNMENT AND MUTUAL RELEASE AGREEMENT

This ASSIGNMENT AND MUTUAL RELEASE AGREEMENT (this “Agreement”) is made this ___ day of _____, 2006 by and between Saint Vincents Catholic Medical Centers of New York, a New York not-for-profit corporation (“Assignor”) and Curevax, LLC, a New Jersey limited liability corporation formerly known as CVAC, LLC (the “Assignee”).

WHEREAS, Assignor and Assignee are parties to a certain License Agreement dated as of September 1, 2000 (the “License Agreement”), pursuant to which Assignor granted to Assignee an exclusive world-wide license to make, have made, use, lease, sell, offer for sale, export and import Licensed Products and to practice Licensed Processes based on certain Patent Rights, and granted Assignee certain rights with respect to Related Technology, as such capitalized terms are defined the License Agreement; and

WHEREAS, Assignor and Assignee also are parties to a certain Clinical Trials Agreement dated as of September 1, 2000 (the “Trials Agreement”), pursuant to which Assignor agreed to perform certain Services for Assignee, including conducting clinical trials to study the safety and efficacy of a Vaccine for the treatment of melanoma, and the methods of preparing the Vaccine and methods of treatment of melanoma using the Vaccine; which Technology is the subject of a pending United States Patent Application entitled “Melanoma Vaccine and Methods of Making and Using Same”, dated October 18, 1999, as such capitalized terms are defined the Trials Agreement, and

WHEREAS, Assignor and Marc K. Wallack, MD (“Wallack”) have entered into (i) an agreement (the “Wallack/St. Vincents Agreement”) under which, among other things, Wallack assigned any interest he retained under the Assignment Agreement, dated August 1, 1999 between Wallack and Assignor, to Assignor and (ii) a separation agreement containing mutual releases (the “Wallack Separation Agreement”) under which the parties set forth the terms of Wallack’s separation from employment with Assignor; and

WHEREAS, it is the intention of the parties that this Agreement, the Wallack/ St. Vincents Agreement and the Wallack Separation Agreement become simultaneously effective at such time as Assignor has obtained a final and non-appealable Order from the United States Bankruptcy Court for the Southern District of New York which, pursuant to applicable law including, inter alia, Section 363 of the United States Bankruptcy Code and Rule 9019 of the United States Bankruptcy Rules of Procedure, has approved this Agreement, the Wallack/St. Vincents Agreement and the Wallack Separation Agreement:

NOW, THEREFORE, in consideration of the receipt of the premises and the mutual promises and releases hereinafter set forth, and for other good and valuable consideration, the parties agree as follows, intending to be legally bound hereby.

1. Assignment of Intellectual Property Rights. Assignor irrevocably assigns and transferred to Assignee, free and clear of all liens, claims and encumbrances, all of Assignor's right, title and interest in and to:

(a) the patent applications listed below, any foreign counterparts thereof, and divisionals, renewals, continuations, continuations-in-part, substitutions, additions and extensions thereof, including the right to sue for past infringement, if there may be any (the "Patent Applications"):

<u>Country</u>	<u>U.S. Serial Number</u>	<u>Filing Date</u>
U.S. 60/240,933	No. 09/419,960(converted to provisional application No.	October 18, 1999
U.S.	No. 09/691,504	October 18, 2000

(b) any patents, reissue patents, patents of addition, divisionals, renewals, continuations, continuations-in-part, substitutions, additions and extensions of any of the foregoing in any country or other geographic area in the world which have been or may be issued with respect to any of the Patent Applications, including the right to sue for past infringement, if there may be any, and any other patent or application claiming priority thereto (the "Patents");

(c) All trade secrets and confidential information (including without limitation ideas, discoveries, research and development, know-how, methods, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings specifications, cost information, and business and marketing plans and proposals created or acquired by Assignor, its affiliates or any of their respective employees from the beginning of time through during the date hereof, in each case relating to or derived from the Patent Applications or Patents or the inventions described therein and relating to the treatment of cancer and not covered by the Patent Applications or Patents, including without limitation, all information contained in any United States or foreign patent applications relating thereto or based in whole or in part thereon ("Related Technology");

(d) All inventor's work papers and notebooks, disclosures of inventions, technical data, know-how, designs, drawings, specifications, compositions and other materials embodying or practicing the Patent Applications, the Patents and/or the Related Technology in the Assignor's possession ("Materials"); and

(e) All of Assignor's books and records relating to the Patent Applications, the Patents, the Related Technology and the Materials ("Records").

2. Recording and Perfection of Intellectual Property Assignment. Assignor, on the date hereof, has executed and delivered to Assignee an Assignment of Patents, Patent Applications and Related Assets in the form attached hereto as Exhibit A, and authorizes Assignee to file the same in the United States Patent and Trademark Office and the equivalent offices of any foreign country. Assignor agrees to cooperate with Assignee in

order to carry out the intent of this Assignment and to take such further action and to execute such further documents and instruments as may, in Assignee's reasonable judgment, be necessary in order to evidence Assignee's ownership of the Patent Applications, Patents, Related Technology, Materials and Records, at the sole expense of Assignee.

3. Termination of Prior Agreements. Assignor and Assignee agree that the Trials Agreement and the License Agreement are hereby terminated and of no further force or effect.
4. Assignment of Study Data, Vaccine and Materials. Assignor hereby assigns to Assignee and shall within thirty (30) days after the date of this Agreement deliver to Assignee, all Study Data and unused Vaccine, materials and supplies in Assignor's possession for purposes of the Study, free and clear of all liens, claims and encumbrances.
5. Assignment of Laboratory Equipment. Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to the equipment and other tangible assets described and listed in Exhibit B attached hereto ("Equipment"), free and clear of all liens, claims and encumbrances. Assignee shall be responsible to remove the Equipment from Assignor's premises within thirty (30) days after the date of this Agreement, at Assignee's expense.
6. Cell Line Storage. Assignor agrees that it will, within thirty (30) days after the date of this Agreement and at its expense, deliver one half of the cell lines that are in Assignor's possession and which are part of the Study under the Trials Agreement to a storage facility designated in writing by Assignee, and pay the first year's storage charges, up to \$10,000, and will secure and preserve the remaining one-half of such cell lines for pick-up by Assignee at Assignor's facility within thirty (30) days of the date of this Agreement.
7. Documents and Reports. Within fourteen (14) days of the date of this Agreement, Assignor shall deliver to Assignee all documentation in its possession that is referred to in Article IV of the Trials Agreement, including without limitation, the Study Records referred to in Section 4.4 of the Trials Agreement, all Study Data referred to in Section 5.2 of the Trials Agreement.
8. Counsel Fees; Patent Files. Assignor shall be responsible for and shall pay all fees of its patent counsel, Kenyon & Kenyon. Within fourteen (14) days after the date of this Agreement, Assignor shall deliver and cause Kenyon & Kenyon to deliver to Assignee all files relating to the Patent Application that are not privileged or otherwise confidential and a summary of the current status of such application. As of the date of this Agreement, Assignee agrees to undertake complete and sole responsibility for the prosecution of any and all patent applications related to the Technology and the Related Technology.
9. Mutual Releases

9.1. By Assignee. Assignee, on behalf of itself and its affiliates, parents, subsidiaries, successors, predecessors, officers, directors, members, representatives, partners, agents,

shareholders, employees, and any corporation, partnership or similar entity which could claim by, through or under Assignee, intending to be legally bound, does hereby remise, release, and forever discharge Assignor and its affiliates, parents, subsidiaries, successors, predecessors, officers, directors, members, employees, representatives, partners, agents, attorneys, insurers, assigns, and all persons, partnerships, corporations and other entities who might be claimed to be jointly and severally liable with them, of and from all, and all manner of, claims, actions and causes of action, suits, debts, damages, costs, expenses, compensation, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever, whether arising in law or equity, in contract or tort, including but not limited to all claims arising from, or with respect to, the Trials Agreement and the License Agreement, or arising from any other contract, agreement, transaction, or other relationship whatsoever which Assignor has ever had, now has or hereafter can, shall or may have with Assignee for, or by reason of, any cause, matter or thing whatsoever, whether known or unknown from the beginning of the world to the date hereof. Assignee agrees not to sue Assignor at any time in the future on any of the claims released in this paragraph.

9.2. By Assignor. Assignor, on behalf of itself and its affiliates, parents, subsidiaries, successors, predecessors, officers, directors, members, representatives, partners, agents, shareholders, employees, and any corporation, partnership or similar entity which could claim by, through or under Assignor, intending to be legally bound, does hereby remise, release, and forever discharge Assignee and its affiliates, parents, subsidiaries, successors, predecessors, officers, directors, members, representatives, partners, agents, attorneys, insurers, assigns, and all persons, partnerships, corporations and other entities who might be claimed to be jointly and severally liable with them, of and from all, and all manner of, claims, actions and causes of action, suits, debts, damages, costs, expenses, compensation, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever, whether arising in law or equity, in contract or tort, including but not limited to all claims arising from, or with respect to, the Trials Agreement and the License Agreement, or arising from any other contract, agreement, transaction, or other relationship whatsoever which Assignee has ever had, now has or hereafter can, shall or may have with the Assignor for, or by reason of, any cause, matter or thing whatsoever, whether known or unknown from the beginning of the world to the date hereof. Assignor agrees not to sue Assignee at any time in the future on any of the claims released in this paragraph.

9.3. Both parties agree that this Release is entered into as a compromise of all the claims released above, and neither party admits any liability or wrongdoing on its own part or the part of any other person in connection with any of the claims described above.

9.4. This Release shall not be the subject of any claim of mistake of fact, and is intended to avoid further litigation and to be final and complete mutual general release.

9.5. Each person signing this Release on behalf of an entity represents and warrants that he or she has all requisite power and authority to enter into this Release and is duly authorized to execute this Release on behalf of that party or entity. Each party represents that it enters into this Release freely and voluntarily; that it read and understands all terms of this Release; and has either conferred with counsel with respect to it or has had adequate opportunity to seek advice of counsel regarding this agreement and has freely chosen not to do so. No

provision of this Release is to be interpreted for or against any party because that party or that party's representative or counsel drafted such provision.

9.6. No Conflicting Agreements. Assignor represents and warrants to Assignee that as of the date of this Agreement, it is not a party to or bound by any other contract, agreement or arrangement under which any person or entity, including but not limited to Marc K. Wallack, M.D. and Muthukumaran Sivanandham, PhD., has any rights in or with respect to the Patent Applications, Patents, Related Technology, Licensed Process, License Products or Materials.

10. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Trials Agreement or the License Agreement, as the case may be.
11. This Agreement may be executed in counterparts, any complete set of which shall constitute an original document.
12. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.
13. This Agreement shall be effective upon the issuance of a final and non-appealable Order from the United States Bankruptcy Court for the Southern District of New York which, pursuant to applicable law including, inter alia, Section 363 of the United States Bankruptcy Code and Rule 9019 of the United States Bankruptcy Rules of Procedure, has approved this Agreement, the Wallack/St. Vincents Agreement and the Wallack Separation Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the date first above written.

SAINT VINCENTS CATHOLIC MEDICAL CENTERS OF NEW YORK

By: _____

Name: _____

Title: _____

CUREVAX, LLC

By: _____

Name: _____

Title: _____

STATE OF NEW YORK :
 : SS
COUNTY OF _____ :

_____, being duly sworn, says that he/she is the _____ of Saint Vincents Catholic Medical Centers of New York, the corporation which has executed the foregoing instrument, and acknowledged that he/she did sign said instrument on behalf of said corporation and by authority of its Board of Directors, and that said instrument is his free act and deed as such officer and the free and corporate act of Saint Vincents Catholic Medical Centers of New York.

Sworn to before me and subscribed in my presence this ____ day of _____, 2006.

NOTARY PUBLIC

STATE OF _____ :
 : SS
COUNTY OF _____ :

_____, being duly sworn, says that he/she is the _____ of Curevax, LLC, the corporation which has executed the foregoing instrument, and acknowledged that he/she did sign said instrument on behalf of said corporation and by authority of its Board of Directors, and that said instrument is his free act and deed as such officer and the free and corporate act of Curevax, LLC.

Sworn to before me and subscribed in my presence this ____ day of _____, 2006.

NOTARY PUBLIC

EXHIBIT A

**ASSIGNMENT OF PATENTS APPLICATIONS, PATENTS,
AND RELATED ASSETS**

Saint Vincents Catholic Medical Centers of New York, a New York not-for-profit corporation (“Assignor”), hereby sells, assigns, transfers and delivers to Curevax, LLC, a New Jersey limited liability corporation (“Assignee”), the entire right, title and interest of Assignor in and to the following, free and clear of all liens, claims and encumbrances:

(a) the patent applications listed below, any foreign counterparts thereof, and divisionals, renewals, continuations, continuations-in-part, substitutions, additions and extensions thereof, including the right to sue for past infringement, if there may be any (the “Patent Applications”):

<u>Country</u>	<u>U.S. Serial Number</u>	<u>Filing Date</u>
U.S. 60/240,933	No. 09/419,960(converted to provisional application No.	October 18, 1999
U.S.	No. 09/691,504	October 18, 2000

(b) any patents, reissue patents, patents of addition, divisionals, renewals, continuations, continuations-in-part, substitutions, additions and extensions of any of the foregoing in any country or other geographic area in the world which have been or may be issued with respect to any of the Patent Applications, including the right to sue for past infringement, if there may be any, and any other patent or application claiming priority thereto (the “Patents”);

(c) All trade secrets and confidential information (including without limitation ideas, discoveries, research and development, know-how, methods, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings specifications, cost information, and business and marketing plans and proposals created or acquired by Assignor, its affiliates or any of their respective employees from the beginning of time through during the date hereof, in each case relating to or derived from the Patent Applications or Patents or the inventions described therein and relating to the treatment of cancer and not covered by the Patent Applications or Patents, including without limitation, all information contained in any United States or foreign patent applications relating thereto or based in whole or in part thereon (“Related Technology”);

(d) All inventor’s work papers and notebooks, disclosures of inventions, technical data, know-how, designs, drawings, specifications, compositions and other materials embodying or practicing the Patent Applications, the Patents and/or the Related Technology in Assignor’s possession(“Materials”); and

(e) All of Assignor's books and records relating to the Patent Applications, the Patents, the Related Technology and the Materials.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and, as appropriate, the corresponding officials of the several states and of all foreign countries, to record Assignee as the owner of and/or to issue in accordance with this instrument all patents of every description, and all applications for any of the same, which are assigned to Assignee by this instrument.

Assignor agrees to cooperate with Assignee in order to carry out the intent of this Assignment and to take such further action and to execute such further documents and instruments as may in Assignee's judgment be necessary in order to evidence Assignee's ownership of the assets transferred by this instrument.

This instrument shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment this __ day of _____, 2006.

Attest:

SAINT VINCENTS CATHOLIC MEDICAL
CENTERS OF NEW YORK

Title:

Title:

STATE OF NEW YORK)

: SS

COUNTY OF _____)

_____ being duly sworn, says that he/she is the _____ of SAINT VINCENTS CATHOLIC MEDICAL CENTERS OF NEW YORK, the corporation which has executed the foregoing instrument, and acknowledges that he/she did sign said instrument on behalf of said corporation and by authority of its Board of Directors, and that said instrument is his free act and deed as such officer and the free and corporate act of SAINT VINCENTS CATHOLIC MEDICAL CENTERS OF NEW YORK.

Sworn to before me and subscribed in my presence this __ day of _____, 2006.

NOTARY PUBLIC _____

Equipments in the cGMP Facility

Item	Model / Cat. #	Supplier	Sr. / No.	Description of Use	
Freezer -90C					
Freezer -70C	Model 916	Forma Scientific, Inc.	87170-249	Store reagents, vaccine, etc.	
	4IT1786-5-A35	Kendro Lab Products	T12M-586290-TM	Store reagents, vaccine, etc.	
Freezer -30C	Model 3670	Forma Scientific, Inc.		Store reagents, serum, plasma	Discarded
	UFP2330A18	Kendro Lab Products	T10M-585965-TM	Store reagents, serum, plasma	
Refrigerator	CTB1923ARW	Magic Chef	12326679UQ	Store reagents & media	
	66-455	Gibson		Store reagents & media	
Refrigerator (Marvel)					
Refrigerator (Duracrest)					
CO2 Incubator (2)	Model 3110	Forma Scientific, Inc.	300306-19030	Cell culture and maintenance	
	Model 3110	Forma Scientific, Inc.	02568-11427	Cell culture and maintenance	
CO2 Incubator (2)					
Tabletop Centrifuge: (Refrigerated)	IEC Centra GP8R	Cardinal Health Co.	31221602	Pellet cells Programable temperature control	
	IEC Centra GP8	Cardinal Health Co.	31211340	Pellet cells Programable temperature control	
Microplate Reader	680XR	BIO-RAD	10112	ELISAs, <i>in vitro</i> assays	
Freezer -20C	MFU20F38W2	White Westinghouse	WB55015099	Store reagents & media	
Freezer -20C (GE)					

Item	Model / Cat. #	Supplier	Sr. / No.	Description of Use
Freezer -20C (Kenmore)				
Ultracentrifuge	XL-80K	Beckman Instruments	COLD02E02	Virus preparation
Liquid Nitrogen Tank				
New	Model 7402	Forma Scientific Inc.	500281-834	MCB-WCB, rIL-2VV storage
Old (back-up)	Model 8179	Forma Scientific Inc.	52332-106	Cell storage
small (back-up) (3)	Model 35 VHC	Taylor-Wharton Inc.	501-130-J4	Cell storage
Laminar Flowhood:				
Large	Model 1284	Thermo Forma	100129-2360	Class II A/B3 Biol. Safety Hood
Large	Model 3010-74000	Belco Glass Inc.	LL88	Cell and virus culture
Large X 3				Animal surgery/sterile manipulations
Small	Model 1118	Forma Scientific Inc.	29684-458	Cell and virus culture
Small	Model 1113	Forma Scientific Inc.	14599-324	Enclose PCR machine area
Microscope (Phase contrast)	109318	Carl Zeiss	470916-9924/45	Cell counting and observation
Microscope (Inverted tissue culture)	1820	Reichert Scientific	2644	Observe growing cell cultures
Microscope (Epifluorescence)	E600W	Nikon Eclipse	724644	Cell counting and IF documentation
Water bath	W3085-5A	Cardinal Health Co. (Precision)	602051198	Media thawing & warming
Bath Sonicator	Model 1510R-DTH	Branson Corp.	RKC039907385D	Separate virus from cell mem.
UV spectrophotometer	SmartSpec 3000	BIO-RAD	269BR05877	Protein and DNA quantification

Item	Model / Cat. #	Supplier	Sr. / No.	Description of Use
Steam Sterilizer (Autoclave)	HL161626SCE001	HotPack	15473	Sterilize materials and waste
Utility cart (two)				Transport supplies & reagents
Stainless steel	Model 11926102	Fisher Scientific Co.	S1	
Laboratory cart	C1202-21	Cardinal Health Co.	S2	
Vortex mixer	Cat # S8223-1	Fisher Scientific Inc.	O158	Mix reagents and loosening cell pellets
Water purification (Biopure210)	PROG00002	Millipore Inc.	F2DN35121A	Reagent preparation
Coulter counter	ZI Series	Beckman Coulter	AF16194	Cell counting
Reference Thermometer	Traceable	Fisher Scientific Inc.	22070450	Measure Temperature
Sonicator (Vibra cell)	VC 750	Sonics	35278F	Mechanical lysis of cells for VMO productions
UV Monitor (Photometer / Radiometer)	Model PMA2100	Solar Light Co.	6991	Measure intensity of UV Irradiation
Microcentrifuge	5415R	Eppendorf	CE23118	Pellet small amounts of cells
Scanner Printer (Colored)	Model psc 2210	Hewlett-Packard	SP-1	Scan and print cGMP documents
UV Trans-Illuminator	T1201	Sigma Chemical Co.	SSA1-0195-1146	Illuminate stained DNA and RNA in Agarose gels
Electrophoresis hood:				Documentation analysis of gels
small	170-3742	BIO-RAD	EH-1	Enclose small gels
large	170-3743	BIO-RAD	EH-2	Enclose large gels

Item	Model / Cat. #	Supplier	Sr. / No.	Description of Use
Direct Screen Camera	DS34	Polaroid	EC-1	Take pictures of electrophoresis gels
Horizontal Electrophoresis Cell				Run Agarose electrophoresis gels Nucleic acid analysis
DNA Sub Cell	170-4402	BIO-RAD	16S/7798	For large gels
Mini Sub DNA Cell	170-4406	BIO-RAD	01S/7384	For small gels
Power Supply (PowerPac)	Model 200/2.0	BIO-RAD	162BR 01906	Supply power to separate DNA and Protein bands from gels
	Model 1645050	BIO-RAD	041BR 19308	Supply power to separate DNA and Protein bands from gels
Mini Electrophoresis Cell System				
	Criterion Cell	BIO-RAD	135BR 0009501 135BR 0009502	Separate bands in a gel Separate bands in a gel
	Criterion Blotter	BIO-RAD	560BR 01680 560BR 01693	Transfer bands into membranes Transfer bands into membranes
	GT Gel Casting System	BIO-RAD	T015297	Separate bands in a gel
	Sub-Cell GT System	BIO-RAD	S61S/25170	Separate bands in a gel
Hotplate / Stir Plate	SP-18425	Thermolyne (Sybron Corp.)	184 / 2564 A	Heat and/or mix samples & reagents
Orbital Shaker	Model 421105	Beckton Dickinson	11001096	Mix media with or w/o cells; Grow bacterial cultures; Stain electrophoresis gels
Microliter Pipette (Air-displacement pipette)		Rainin Instrument Co. (Gilson Inc.)		Pipet reagents, media and cell suspensions
	Model P10SE		PMP-1	Pipet volumes of 1 - 10 ul
	Model P20		PMP-2	Pipet volumes of 2 - 20 ul
	Model P100		PMP-3	Pipet volumes of 10 - 100 ul
	Model P1000		PMP-4	Pipet volumes of 200 - 1000 ul

Item	Model / Cat. #	Supplier	Sr. / No.	Description of Use
Thermal Labeling System	TLS 2200	BRADY	BPTLS520302432	Laser Print Labels for tubes & flasks
Dessicator	H42050	Fisher Scientific	999320237	Desicate membranes, etc.
RT-PCR Cycler Module	MyiQ	BIO-RAD	582BR 013089	Amplify DNA, etc.
Laptop Computer with Printer				
Tabletop computers X 2				
Cryogenic CRF 2000				