

4-27-00

05-08-2000

FORM PTO-1594  
(Rev 5-93)

R

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101349047

To the Honorable Commissioner of Patent

documents or copy thereof.

1. Name of conveying party(ies):

Chiron Corporation, Chiron Technologies Pty. Ltd.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State/Country: Chiron Corporation: a Delaware Corporation, Chiron Technologies Pty. Ltd., an Australian Corporation

Other:

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of Conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other: Asset Purchase Agreement

Execution Date: February 7, 2000

Name: Mimotopes Pty. Ltd.

Address: 11 Duerdin Street

City: Clayton State: Victoria, Australia Zip: 3168

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - Country: Australia

Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

2,002,432	1,974,846	1,917,216	1,963,279
2,250,070	2,282,069	2,224,935	

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nancy O. Dix, Esq.  
 Internal Address: **GRAY CARY WARE & FREIDENRICH**  
 401 B Street, Suite 1700  
 San Diego, California 92101-4297

6 Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) . . . . . \$ 190.00

Enclosed

Authorized to be charged to deposit account (in the event that the enclosed fees are insufficient)

8. Deposit account number: 07-1907

(Attach duplicate copy of this page if paying by deposit account)

05/04/2000 BCDATES 00000300 2002432

01 FC:481 40.00 DP  
 02 FC:482 150.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nancy O. Dix  
Name of Person Signing

April 26, 2000  
Date

Total number of pages comprising cover sheet: 118

Mail Documents to be recorded with required cover sheet information to:  
 U.S. Patent and Trademark Office, Office of Public Records  
 1213 Jefferson Davis Highway, 3rd Floor  
 Arlington, VA 22202

SD\1351302  
102126-150497

TRADEMARK  
REEL: 002067 FRAME: 0327

ASSET PURCHASE AGREEMENT

by and among

MITOKOR

MIMOTOPES PTY. LTD.

CHIRON CORPORATION

and

CHIRON TECHNOLOGIES PTY. LTD.

February 7, 2000

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102126-158390

TRADEMARK  
REEL: 002067 FRAME: 0328

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# ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**") is entered into as of February 7, 2000 (the "**Agreement Date**") by and among MitoKor ("**MitoKor**"), Mimotopes Pty. Ltd. ("**Mimotopes**"), Chiron Corporation ("**Chiron**"), and Chiron Technologies Pty. Ltd. ("**CTPL**"). MitoKor, Mimotopes, Chiron and CTPL are referred to collectively herein as the "**Parties.**"

## RECITALS

- A. Chiron owns all of the issued and outstanding shares of capital stock of CTPL.
- B. MitoKor owns all of the issued and outstanding shares of capital stock Mimotopes.
- C. Mimotopes desires to purchase substantially all of the assets and to assume certain specified liabilities of CTPL.
- D. Subject only to the limitations and exclusions contained in this Agreement and on the terms and subject to the conditions hereinafter set forth, CTPL desires to sell and Mimotopes desires to purchase substantially all of the assets and to assume certain specified liabilities of CTPL.
- E. Concurrently herewith, Chiron and Mimotopes are entering into a series of Research and Development Services Contracts in the forms attached hereto as Exhibit A-1, Exhibit A-2, and Exhibit A-3 (the "**R&D Agreements**") pursuant to which Mimotopes will perform certain research and development services for the benefit of Chiron.

## AGREEMENT

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. PURCHASE AND SALE

1.1 Agreement to Sell. CTPL hereby grants, sells, conveys, assigns, transfers and as of the date hereof, will deliver to Mimotopes, upon and subject to the terms and conditions of this Agreement, all right, title and interest of CTPL in and to all of the assets set forth on *Schedule 1.1* attached hereto (the "**Purchased Assets**"). CTPL owns, and has the right to transfer, all of the Purchased Assets owned by it.

1.2 Agreement to Purchase. As of the date hereof, Mimotopes shall purchase the Purchased Assets from CTPL, upon and subject to the terms and conditions of this Agreement and in reliance on the representations, warranties and covenants of Chiron and CTPL

contained herein, in exchange for the Purchase Price (as defined in Section 1.3). In addition, Mimotopes shall assume as of the date hereof and agree to pay, discharge or perform, as appropriate, certain specified liabilities and obligations of CTPL only to the extent and as provided in Section 1.5 of this Agreement. Except as specifically provided in Section 1.5 hereof, Mimotopes shall not assume or be responsible for any liabilities or obligations of CTPL.

1.3 The Purchase Price. The consideration for the purchase of the Purchased Assets and Assumed Liabilities (as defined below) is:

(a) US\$3,000,000 payable to CTPL in accordance with the provisions of Section 1.4 (the “**Cash Payment**”); and

(b) 500,000 shares of MitoKor Series E Convertible Preferred Stock, which the Parties agree have an aggregate fair market value of US\$3,000,000 (the “**Series E Shares,**” and together with the Cash Payment, the “**Purchase Price**”).

1.4 Payment of Purchase Price. Subject to the terms hereof, the Purchase Price shall be paid by Mimotopes to CTPL as follows:

(a) As of the date hereof, Mimotopes shall deliver to CTPL, or its assigns, a certified or bank cheque or bank draft, payable to CTPL, or its assigns, or wire a transfer to the account of CTPL, or its assigns, in the amount of US\$1,000,000;

(b) As of the date hereof, Mimotopes shall deliver to CTPL, or its assigns, an executed stock certificate representing the issuance to CTPL, or its assigns, of the Series E Shares;

(c) On the date eighteen (18) months following the Closing Date, in accordance with a Promissory Note to be executed by Mimotopes and CTPL, or its assigns (the “**Promissory Note**”) attached hereto as Exhibit B, Mimotopes shall deliver to CTPL, or its assigns, a bank cheque or bank draft, payable to CTPL, or its assigns, or a wire transfer to the account of CTPL, or its assigns, in the amount of US\$1,000,000 (“**Installment 2**”); and

(d) On the date thirty-six (36) months after the Closing Date, in accordance with the Promissory Note, Mimotopes shall deliver to CTPL, or its assigns, a bank cheque or bank draft, payable to CTPL, or its assigns, or a wire transfer to the account of CTPL, or its assigns, in the amount of US\$1,000,000 (“**Installment 3**”); provided, however, in the event MitoKor raises cumulative financing (exclusive of that associated with research and development collaborations or similar commercial partnerships) after the Closing Date in excess of US\$7,500,000, the payment obligation for Installment 3 will be accelerated and be due and payable at the later of (i) eighteen (18) months after the Closing Date, or (ii) within thirty (30) days of the closing of such financing.

1.5 Assumption of Liabilities. As of the date hereof, CTPL shall convey and assign to Mimotopes, and, subject to required consents of third parties, Mimotopes shall accept and assume all liabilities of CTPL set forth on *Schedule 1.5* hereto (the “**Assumed Liabilities**”). The Assumed Liabilities shall not include any indebtedness owed to any commercial lending institution, other than lease financing incurred in the ordinary course of business. CTPL shall

remain fully responsible and liable for all obligations and liabilities of CTPL not specifically set forth on *Schedule 1.5*. Mimotopes does not in any way or manner assume or agree to become obligated to satisfy any liability of CTPL other than the Assumed Liabilities. Mimotopes agrees to assume, satisfy and perform when due, all liabilities, duties, contracts, agreements and obligations of CTPL arising or accruing from and after the Closing Date directly related to the Purchased Assets.

## 2. CLOSING; DELIVERIES ON THE CLOSING

2.1 Closing Date. The closing of the transactions contemplated by this Agreement shall occur on and as of the Agreement Date (the “**Closing Date**”).

### 2.2 Deliveries on the Closing Date.

(a) Mimotopes shall deliver to CTPL:

(i) an officer’s certificate of Mimotopes, in the form attached hereto as Exhibit C;

(ii) an officer’s certificate of MitoKor, in the form attached hereto as Exhibit D;

(iii) a bank cheque or bank draft, payable to CTPL, or its assigns, or a wire transfer to the account of CTPL, or its assigns, in the amount of US\$1,000,000;

(iv) a certificate representing the Series E Shares affixed with the legend set forth in Section 3.21 below;

(v) the Promissory Note;

(vi) the R&D Agreements executed by a duly authorized officer of Mimotopes;

(vii) the Warehousing and Transportation Agreement in the form attached hereto as Exhibit E (the “**Blood Testing Agreement**”), executed by a duly authorized officer of Mimotopes;

(viii) the Transition Services Agreement by and among Mimotopes, Chiron and CTPL in the form attached hereto as Exhibit F (the “**Transition Agreement**”) executed by a duly authorized officer of Mimotopes;

(ix) the Noncompetition Agreement by and between CTPL and Mimotopes in the form attached hereto as Exhibit G (the “**CTPL Noncompetition Agreement**”) executed by a duly authorized officer of Mimotopes;

(x) the Noncompetition Agreement by and between Chiron and Mimotopes in the form attached hereto as Exhibit H (the “**Chiron Noncompetition Agreement**”) executed by a duly authorized officer of Mimotopes;



due and payable; (ii) purchase money liens identified in the Disclosure Schedule; (iii) liens imposed by law; and (iv) liens pursuant to equipment, vehicle and facility leases identified in the Disclosure Schedule ("**Permitted Liens**"). All leases of Material Tangible Assets to which CTPL is a party are in full force and effect and valid, binding and enforceable against CTPL in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to creditors' rights generally, and general principles of equity. The Disclosure Schedule sets forth a true and correct list of all such leases, and true and correct copies of all such leases have been provided to MitoKor and Mimotopes.

(b) CTPL does not own any real property. The Disclosure Schedule sets forth a true and complete list of all real property leased by CTPL. Assuming the due execution and delivery thereof by the other parties thereto, all such real property leases are in full force and effect and valid, binding and enforceable against CTPL in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to creditors' rights generally, and general principles of equity. True and correct copies of all such real property leases have been provided to MitoKor and Mimotopes.

### 3.7 Intellectual Property.

(a) CTPL owns, or is licensed or otherwise possesses legally enforceable rights to use, and the Purchased Assets include (except for transactions executed in connection with this Agreement), all patents, trademarks, trade names, service marks and copyrights, and any applications for and registrations of such patents, trademarks, trade names, service marks, and copyrights and all processes, formulas, methods, schematics, technology, know-how, computer software programs, data or applications and tangible or intangible proprietary information or material that are used in the Business as currently conducted, or as currently proposed to be conducted, free and clear of all liens, claims or encumbrances (all of which are referred to as the "**CTPL Intellectual Property Rights**").

(b) The Disclosure Schedule contains an accurate and complete description of (i) all patents and patent applications and all registered trademarks, trademark applications, trade names, service marks and registered copyrights included in the CTPL Intellectual Property Rights, including the jurisdictions in which each such CTPL Intellectual Property Right has been issued or registered or in which any such application for such issuance and registration has been filed; (ii) all licenses and sublicenses, distribution agreements and other agreements to which Chiron or CTPL is a party and pursuant to which any person is authorized to use any CTPL Intellectual Property Rights or has the right to manufacture, reproduce, market, or exploit any product of CTPL (a "**CTPL Product**") or any adaptation, translation, or derivative work based on a CTPL Product or any portion thereof, other than nonexclusive end-user licenses entered into in the ordinary course of business pursuant to standard forms of license agreement of CTPL; (iii) all licenses, sublicenses, and other agreements to which Chiron or CTPL is a party and pursuant to which CTPL is authorized to use any third party technology, trade secret, know-how, process, patent, trademark or copyright, including software ("**Licensed Intellectual Property**"), which is used in the manufacture of, incorporated in or forms a part of any CTPL Product or in the conduct of the Business (other than licenses for off-the-shelf

software); (iv) all joint development agreements to which CTPL is a party; and (v) all agreements with Governmental Entities or other third parties pursuant to which CTPL has obtained funding for research and development activities.

(c) CTPL is not, nor will it be as a result of the execution and delivery of this Agreement or the performance of its obligations under this Agreement, in breach of any license, sublicense or other agreement relating to the Purchased Assets.

(d) All patents and registered trademarks, service marks and copyrights claimed by or issued to CTPL are valid, currently maintained and subsisting. The manufacturing, marketing, licensing or sale of any CTPL Product does not, to Chiron's or CTPL's knowledge, infringe any patent, trademark service mark, copyright, trade secret or other proprietary right of any third party. Neither Chiron nor CTPL (i) has received notice that CTPL has been sued in any suit, action or proceeding that involves a claim of infringement of any patent, trademark, service mark, copyright, trade secret or other proprietary right of any third party; and (ii) has any knowledge of any claim challenging or questioning the validity or effectiveness of any license or agreement relating to any CTPL Intellectual Property Rights or Licensed Intellectual Property.

(e) CTPL has at all times used commercially reasonable efforts to protect its trade secrets and, to its knowledge, has not acted in such a manner as to cause the loss of such trade secrets by their release into the public domain.

(f) Each person currently or formerly employed by CTPL (including independent contractors, if any) that has or had access to confidential information of CTPL has executed and delivered to CTPL a confidentiality and non-disclosure agreement in one of the standard forms of CTPL. To CTPL's knowledge, neither the execution or delivery of any such agreement by any such person, nor the carrying on of the Business as currently conducted has conflicted with or resulted in a breach of the terms, conditions or provisions of, or constituted a default under, any contract, covenant or instrument under which any of such persons is obligated.

### 3.8 Contracts.

(a) CTPL is not a party or subject to any agreement, obligation or commitment, written or oral:

(i) that is not in the ordinary course of its Business;

(ii) that entitles the other party or parties to end such agreement, obligation or commitment by reason of any change in the ownership of the Purchased Assets, or the compliance with any provision of this Agreement;

(iii) that calls for any fixed or contingent payment or expenditure or any related series of fixed or contingent payments or expenditures by or to CTPL totaling more than AU\$25,000 in any twelve-month period;

IN WITNESS WHEREOF, MitoKor, Mimotopes, Chiron, and CTPL have caused this Agreement to be signed as of the date first written above.

MITOKOR

CHIRON TECHNOLOGIES PTY. LTD.

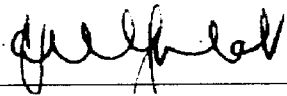
By: \_\_\_\_\_  
Walter H. Moos  
Its: Chief Executive Officer

By: \_\_\_\_\_  
Its: \_\_\_\_\_

MIMOTOPES PTY. LTD.

CHIRON CORPORATION

By: \_\_\_\_\_  
Walter H. Moos  
Its: Chairman of the Board of Directors

By:  \_\_\_\_\_  
Name: James R. Sulat  
Title: Vice President and Chief Financial Officer

IN WITNESS WHEREOF, MitoKor, Mimotopes, Chiron, and CTPL have caused this Agreement to be signed as of the date first written above.

MITOKOR

CHIRON TECHNOLOGIES PTY. LTD.

By: \_\_\_\_\_  
Walter H. Moos  
Its: Chief Executive Officer

By: James Hatten  
Its: Vice President

MIMOTOPES PTY. LTD.

CHIRON CORPORATION

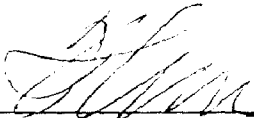
By: \_\_\_\_\_  
Walter H. Moos  
Its: Chairman of the Board of Directors

By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, MitoKor, Mimotopes, Chiron, and CTPL have caused this Agreement to be signed as of the date first written above.

MITOKOR

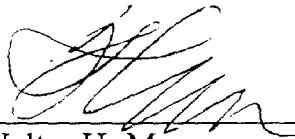
CHIRON TECHNOLOGIES PTY. LTD.

By:   
Walter H. Moos  
Its: Chief Executive Officer

By: \_\_\_\_\_  
Its: \_\_\_\_\_

MIMOTOPES PTY. LTD.

CHIRON CORPORATION

By:   
Walter H. Moos  
Its: Chairman of the Board of Directors

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**FOR INFORMATIONAL PURPOSES ONLY**

**Summary of Purchased Assets  
Schedule 1.1**

Tab#			
1.	Trade Receivables:	AUS	261,236.33
	Allowance for Doubtful Accounts		(31,806.63)
2.	Fixed Assets		3,745,614.05
3.	Inventory		153,301.00
4.	Capital Work-In-Process		104,650.77
5.	Stock Work-In-Process		50,350.00
6.	Prepayments		71,938.00
7.	Other Accounts Receivable		25,238.00
8.	Patents		n/a
9.	Trademarks		n/a
10.	Software		n/a
11.	Know-How and other Intangibles, except those listed on Schedule 5.8 to the Agreement		n/a
12.	Books, Records and Customer Lists		n/a
13.	Research Supplies and Equipment		n/a
14.	Office Supplies and Equipment		n/a

9

Country Name	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date
Australia	MULTIPIIN	Registered	654235	27-Feb-95	654235	13-Mar-98
Australia	PEPSETS	Registered	675604	19-Oct-95	675604	26-Sep-97
Australia	PEPSETS	Registered	675605	19-Oct-95	675605	26-Sep-97
Australia	PINAID	Registered	613674	12-Oct-93	613674	20-Dec-94
Australia	PINPOINTS	Registered	553978	22-Feb-95	653978	17-Jun-96
Australia	SYNPHASE	Registered	729698	11-Mar-97	729698	13-Feb-98
Australia	TRANSORT	Registered	747721	03-Nov-97	747721	19-Jun-98
Australia	TRANSTEM	Registered	729695	11-Mar-97	729695	26-Jun-98
Canada	SYNPHASE	Pending	839014	11-Mar-97		
Canada	TRANSORT	Pending	866320	09-Jan-98		
Canada	TRANSTEM	Pending	839016	11-Mar-97		
European Community	SYNPHASE	Registered	449926	14-Jan-97	449926	01-Mar-99
European Community	TRANSTEM	Registered	447979	14-Jan-97	090447979	05-Feb-99
Japan	SYNPHASE	Registered	928946	10-Mar-97	4237544	05-Feb-99
Japan	TRANSORT	Registered	1022612	17-Mar-98	4330968	29-Oct-99
Korea (South)	SYNPHASE	Registered	972442	26-May-98	402681	26-May-98
Korea (South)	TRANSORT	Registered	9752433	11-Nov-97	441240	09-Feb-99
Korea (South)	TRANSTEM	Registered	9724443	26-May-98	402682	26-May-98
Switzerland	SYNPHASE	Pending	461997	06-Jan-97		
Switzerland	TRANSTEM	Registered	451997	06-Jan-97	446227	21-Oct-97
United States of America	MULTIPIIN	Registered	74659600	05-Apr-95	2002432	24-Sep-96
United States of America	PEPSETS	Registered	74656114	05-Apr-95	1974846	21-May-96
United States of America	PINAID	Registered	74468647	13-Dec-93	1917216	05-Sep-95
United States of America	PINPOINTS	Registered	74659599	05-Apr-95	1963279	19-Mar-96
United States of America	SYNPHASE	Registered	75216566	20-Dec-96	2250070	01-Jun-99
United States of America	TRANSORT	Registered	75372436	14-Oct-97	2282069	28-Sep-99
United States of America	TRANSTEM	Registered	75216567	20-Dec-96	2244935	11-May-99