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FINANCE SECTION

Form PTO-1594 (Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

04-08-2002

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings



To the Honorable Commissioner of Patents

original documents or copy thereof.

102047599

1. Name of conveying party(ies):

Immtech Holdings, LLC

3-25-02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: January 4, 2002

2. Name and address of receiving party(ies)

Name: Novartis Animal Health, Inc.

Internal Address:

Address:

Street Address: Postfach Mattenstrasse 22

City: Basel State: Switzerland Zip: CH-4002

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State: Switzerland, 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 registration number(s):

A. Trademark Application No.(s)

76/363,820 76/363,819

B. Trademark Registration No.(s)

2,170,254 2,445,673 2,173,724 2,401,672

Additional number(s) attached Yes No

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

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed, Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

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

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.

Chad M. Yohn Name of Person Signing

Signature

March 15, 2002 Date

Total number of pages including cover sheet, attachments, and document: 17

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

04/08/2002 6TON11 00000077 76363820

01 FC:481 40.00 DP 02 FC:482 125.00 DP

# Continuation of Recordation Form Coversheet

## Continuation of Box 1.

2. Name of conveying party(ies):

Immtech Biosciences, LLC

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other Limited Liability Company

3. Name of conveying party(ies):

Immtech, LLC

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other Limited Liability Company

4. Name of conveying party(ies):

Immtech Biologics, L.L.C.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other Limited Liability Company

5. Name of conveying party(ies):

Custom Biologics, LLC

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other Limited Liability Company

6. Name of conveying party(ies):

Biosciences Consulting, LLC

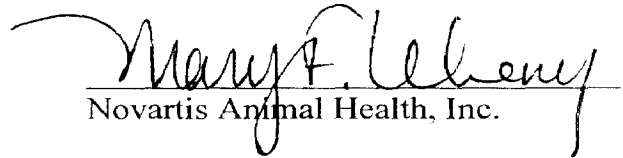
- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other Limited Liability Company

**No Additional Pages**

76/363, 820

**Designation of Domestic Representative**

Novartis Animal Health, Inc. hereby designates Mary F. Leheny, Novartis Pharmaceuticals Corp., 564 Morris Avenue, Summit, New Jersey 07901 as its domestic representative on whom process or notices of proceedings affecting the trademark registration set forth below may be served. It is requested that the Patent and Trademark Office direct all correspondence and telephone calls relative to this registration to: Mary F. Leheny, Novartis Pharmaceuticals Corp., 564 Morris Avenue, Summit, New Jersey 07901, telephone (908) 522-6928.

  
Novartis Animal Health, Inc.

**Trademark**

IMMTECH

**Registration No.**

2,170,254

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement"), dated as of January 4, 2002, is made and entered into by and among IMMTECH HOLDINGS, LLC, a Kansas limited liability company ("ImmTech Holdings"), IMMTECH BIOSCIENCES, LLC, a Kansas limited liability company ("ImmTech Biosciences"), IMMTECH, LLC, a Kansas limited liability company ("ImmTech LLC"), IMMTECH BIOLOGICS, L.L.C., a Kansas limited liability company ("ImmTech Biologics"), CUSTOM BIOLOGICS, LLC, a Kansas limited liability company ("Custom Biologics"), BIOSCIENCES CONSULTING, LLC, a Kansas limited liability company ("Biosciences Consulting"; ImmTech Holdings, ImmTech Biosciences, ImmTech LLC, ImmTech Biologics, Custom Biologics and Biosciences Consulting are collectively referred to herein as the "Sellers"), and NOVARTIS ANIMAL HEALTH, INC., a Swiss corporation ("NAH"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement (as defined below).

## RECITALS

WHEREAS, the Sellers, individually or collectively, own all right, title and interest in and to the Owned Intellectual Property, including, without limitation, (i) the Patents set forth on Schedule A attached hereto (the "Assigned Patents"), (ii) the Trademarks, including those pending Trademarks filed as intent-to-use applications (the "ITU Marks"), set forth on Schedule B attached hereto (the "Assigned Trademarks"), and (iii) the Copyrights set forth on Schedule C attached hereto (the "Assigned Copyrights");

WHEREAS, the Sellers have a *bona fide* intent to use the ITU Marks in connection with the goods and/or services for which each application for an ITU Mark has been filed;

WHEREAS, the Sellers, NAH and Novartis Animal Vaccines, Inc. are parties to that certain Asset Purchase Agreement, dated January 4, 2002 (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, the Purchasers agreed to purchase the Business, including (i) all of the Sellers' right, title and interest in and to and the Owned Intellectual Property, (ii) that portion of the Sellers' business in which such Sellers have a *bona fide* intent to use the ITU Marks, and (iii) any and all goodwill of the business symbolized by the Trademarks; and

WHEREAS, pursuant to Section 2.06 of the Asset Purchase Agreement, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective upon the Closing, the Sellers hereby assign to NAH all of the Sellers' right, title and interest in and to the Owned Intellectual Property, including, without limitation, the Assigned Patents, the Assigned Trademarks (with any and all goodwill of the business symbolized by the Assigned Trademarks), the Assigned Copyrights, and all rights in such Owned Intellectual Property provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.

2. No Warranties. Except as expressly provided in the Asset Purchase Agreement, the Sellers make no warranties, express or implied, with respect to the Owned Intellectual Property.

3. Further Assurances. The Sellers shall, at the cost and expense of NAH, take all actions and execute all documents necessary or desirable to record and perfect the interest of NAH in and to the Owned Intellectual Property, and shall not enter into any agreement in conflict with this Assignment.

4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois applicable to contracts executed in and to be performed in that State. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in any Illinois state or federal court sitting in The City of Chicago. The parties hereto hereby (a) submit to the exclusive jurisdiction of any state or federal court sitting in The City of Chicago for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above-named courts. The parties agree that neither party shall bring any action, claim or suit relating to this Agreement or any of the transactions contemplated by this Agreement in any Federal court located in the State of Kansas or the State of Missouri or in any Kansas or Missouri state court.

[Remainder of Page Intentionally Left Blank]

IP Assignment

IN WITNESS WHEREOF, each of the Sellers has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

IMMTECH HOLDINGS, LLC

By: [Signature]  
Name: Gary A. Anderson  
Title: Manager and President

IMMTECH BIOSCIENCES, LLC

By: [Signature]  
Name: Gary A. Anderson  
Title: Manager and President

IMMTECH, LLC

By: [Signature]  
Name: Adrian Liem  
Title: Manager and President

IMMTECH BIOLOGICS, L.L.C.

By: [Signature]  
Name: Gary A. Anderson  
Title: Manager and President

CUSTOM BIOLOGICS, LLC

By: [Signature]  
Name: Douglas Stine  
Title: Manager and President

BIOSCIENCES CONSULTING, LLC

By: ImmTech Biologics, L.L.C., its sole member  
By: [Signature]  
Name: Gary A. Anderson  
Title: Manager and President

SCHEDULE A

PATENTS

<u>U.S. Patent Application Serial Number</u>	<u>Title</u>	<u>Filing Date</u>
09/408,328	Fusobacterium Necrophoum Vaccine and Method for Making such Vaccine	September 29, 1999
09/814,311 (co-owned with Intervet, Inc.)	A Cloned Human Rectal Tumor Cell and Use Thereof in a Method for Growing BRCV or BECV	March 10, 1997

SCHEDULE B

**TRADEMARKS AND SERVICE MARKS**

<b><u>Mark</u></b>	<b><u>Status</u></b>	<b><u>Registration or Application Number</u></b>
IMMTECH	Registered	Reg. No. 2,170,254
IMMTECH and design	Registered	Reg. No. 2,445,673
SUPRIMM (adjuvant)	Registered	Reg. No. 2,173,724
FUSOGARD	Registered	Reg. No. 2,401,672
COLIMAST J5	Pending	Serial No. 76/363,820
FUSOMAST	Pending	Serial No. 76/363,819
MHYOGARD	Pending – ITU	Serial No. 76/207,687
MYCOFLU	Pending – ITU	Serial No. 76/197,420
SPIROGARD	Pending – ITU	Serial No. 76/314,572

**INTERNET DOMAIN NAMES**

Imm-Tech.com



SCHEDULE C

**COPYRIGHTS**

None