

LICENSE AGREEMENT

between

ABC PHARMACEUTICAL COMPANY

and

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

TABLE OF CONTENTS

<u>Article No.</u>	<u>Title</u>	<u>Page</u>
1	DEFINITIONS	2
2	GRANT	3
3	SUBLICENSES	4
4	LICENSE ISSUE FEE	5
5	ROYALTIES	5
6	DUE DILIGENCE	7
7	QUARTERLY REPORTS	10
8	BOOKS AND RECORDS	10
9	LIFE OF THE AGREEMENT	11
10	TERMINATION BY THE REGENTS	11
11	TERMINATION BY THE LICENSEE	11
12	DISPOSITION OF LICENSED PRODUCTS	
	ON HAND UPON TERMINATION	12
13	PATENT PROSECUTION AND MAINTENANCE	12
14	PATENT MARKING	14
15	USE OF NAMES, TRADE NAMES, & TRADEMARKS	14
16	WARRANTY BY THE REGENTS	15
17	INFRINGEMENT	16
18	WAIVER	17
19	LICENSE RESTRICTIONS	17
20	ASSIGNABILITY	17
21	INDEMNITY	17
22	LATE PAYMENTS	18
23	NOTICES	18
24	FOREIGN LICENSE REGISTRATION	19
25	GOVERNING LAWS	19
26	MISCELLANEOUS	19

LICENSE AGREEMENT FOR METHOD OF CURING COMMON COLD

THIS LICENSE AGREEMENT is made and is effective this _____ day of _____, 1984 by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation having statewide administrative offices at 2199 Addison Street, Berkeley, California 94720, hereinafter referred to as "The Regents", and ABC PHARMACEUTICAL COMPANY, a California corporation, having a principal place of business at 123 Oakland Highway, Oakland, California 94611, hereinafter referred to as the "Licensee".

W I T N E S S E T H:

WHEREAS, certain inventions, generally characterized as METHOD FOR CURING THE COMMON COLD, hereinafter collectively referred to as "the Invention", were made in the course of research at the University of California, Berkeley by Professor Justin Credible and are covered by Regents' Patent Rights as defined below;

WHEREAS, The Regents are desirous that the Invention be developed and utilized to the fullest extent so that the benefits can be enjoyed by the general public;

WHEREAS, the Licensee is desirous of obtaining certain rights from The Regents for the commercial development, use, and sale of the Invention, and The Regents are willing to grant such rights; and

NOW, THEREFORE, for and in consideration of the covenants, conditions and undertaking hereinafter set forth, it is agreed by and between the parties, as follows:

1. DEFINITIONS

1.1 "Regents' Patent Rights", as used herein, means patent rights to any subject matter claimed in or covered by any of the following:

The pending U.S. and foreign patent applications recited in Exhibit A; any continuing applications thereof; any patents issuing on said applications or continuing applications including reissues; and any corresponding foreign patents or applications other than those listed in Exhibit A.

1.2 "Licensed Products", as used herein, means any product, apparatus, kit or component part thereof, or other subject matter whose manufacture, use, or sale is covered by any claim or claims included within Regents' Patent Rights.

1.3 "Licensed Method", as used herein, means any method, procedure, process or other subject matter whose use or practice is covered by any claim or claims included within Regents' Patent Rights.

1.4 "...covered by...", as used herein, means Licensed Products that when made, used, or sold or Licensed Method that when practiced would constitute, but for the license granted to the Licensee pursuant to this Agreement, an infringement of any claim or claims of Regents' Patent Rights.

1.5 "Net Selling Price", as used herein, means the gross invoice price of Licensed Products sold, less the sum of the following deductions where applicable: cash, trade or quantity discounts; sales, use, tariff, import/export duties or other excise taxes imposed upon particular sales; transportation

charges and allowances or credits to customers because of rejections or returns.

2. GRANT

2.1 Except as otherwise provided herein, The Regents hereby grant to the Licensee a license under Regents' Patent Rights to make, have made, use, and sell Licensed Products and to practice the Licensed Method within the United States and elsewhere throughout the world where The Regents may lawfully grant such a license.

2.2 The Regents expressly reserve the right to use the Invention and associated technology for their educational and research purposes.

UNITED STATES:

2.3 The license granted in paragraph 2.1 shall be exclusive in the United States from the effective date of this Agreement until five (5) years after the latest date of occurrence of any one of the following events:

(2.3a) approval by the United States Food and Drug Administration for marketing of the first Licensed Product, provided that such approval is obtained within five (5) years from the effective date of this Agreement; or

(2.3b) approval by the United States Food and Drug Administration subsequent to the approval specified in subparagraph 2.3a for marketing a Licensed Product, provided that such subsequent approval is obtained within five (5) years from the date of the approval specified in subparagraph 2.3a and

also provided that such subsequent approval is either for a new dosage form or for a new indication for the Licensed Product.

2.4 If there is a plurality of subsequent approvals as defined in subparagraph 2.3b obtained by the Licensee, then the last occurring subsequent approval shall be used to compute the start of the five (5) year period of exclusivity.

2.5. At the end of the period of exclusivity set forth in paragraph 2.3 or if the approval specified in subparagraph 2.3a is not obtained within five (5) years from the effective date of this Agreement, then the license granted in paragraph 2.1 in the United States shall become nonexclusive until either Regents' United States Patent Rights expire or for the term of this Agreement, whichever is earlier.

FOREIGN COUNTRIES:

2.6 In all countries outside of the United States where The Regents may lawfully grant such a license the license granted in paragraph 2.1 shall be exclusive until Regents' foreign Patent Rights expire or for the term of this Agreement, whichever is earlier.

3. SUBLICENSES

3.1 The Regents also grant to the Licensee the right to issue sublicenses to third parties to make, have made, use, and sell Licensed Products and to practice the Licensed Method, provided that the Licensee has current exclusive rights thereto under this Agreement in the territory being sublicensed. These sublicenses shall include all of the rights and obligations due The Regents that are contained in this Agreement to the extent applicable.

3.2 The Licensee shall provide The Regents with a copy of each sublicense issued hereunder; collect and guarantee

payment of all royalties due The Regents from sublicensees; and summarize and deliver all reports due The Regents from sublicensees.

3.3 Upon termination of this Agreement for any reason, The Regents, at their sole discretion, shall determine whether any or all sublicenses shall be cancelled or assigned to The Regents.

4. LICENSE ISSUE FEE

4.1 The Licensee agrees to pay The Regents a License Issue Fee of One Hundred Thousand Dollars (\$100,000.00) within five (5) days from the effective date of this Agreement.

4.2 This fee is non-refundable and is not an advance against earned royalties.

5. ROYALTIES

5.1 As consideration for this license, the Licensee shall pay to The Regents an earned royalty based on a percentage of the Net Selling Price of Licensed Products. Such royalties shall accrue to The Regents according to the following schedule when Licensed Products are either made or used and shall be payable when Licensed Products are sold:

(5.1a) six percent (6%) of the Net Selling Price of Licensed Products. Said six percent (6%) shall be net of all taxes on said royalty.

5.2 Earned royalties under paragraph 5.1 shall accrue in each country for the duration of Regents' Patent Rights in that country.

5.3 Licensed Products shall be considered sold when invoiced, and if not invoiced, when delivered to a third party.

5.4 Royalties accruing to The Regents shall be paid to The Regents within forty-five (45) days following the calendar quarter in which the Licensed Products were sold.

5.5 The Licensee shall pay to The Regents a royalty with respect to manufacture, use or sale of Licensed Products by sublicensees equal to the royalty which would have been payable by the Licensee under this Agreement if such sales had been made by the Licensee rather than such sublicensees.

5.6 The Licensee shall pay to The Regents a minimum annual royalty according to the schedule below for the life of Regents' Patent Rights:

1988	-0-
1989	-0-
1990	-0-
1991	-0-
1992	-0-
1993	10,000.00
1994	10,000.00
1995	20,000.00
1996	20,000.00
1997	20,000.00
1998	30,000.00
1999	30,000.00
2000	30,000.00
2001	40,000.00
2002	40,000.00

In the event that Regents' Patent Rights extend beyond the year 2002, then the Licensee shall pay a minimum royalty equal to the minimum royalty due in the year 2002 for each subsequent year in which Regents' Patent Rights are enforceable by law. One fourth (1/4) of the above specified annual minimum royalty shall be paid to The Regents within forty-five (45) days of the end of each calendar quarter and shall be credited against the earned royalty due and owing for the calendar year for which the minimum payment was made.

5.7 All monies due The Regents shall be payable in United States funds collectible at par in San Francisco, California. When Licensed Products are sold for monies other than United States dollars, the Net Sales of such Licensed Products will first be determined in the foreign currency of the country in which such Licensed Products were sold and then converted into equivalent United States funds at the rate established for that foreign currency. This rate shall be the average of the rates existing on the last business day of each month of the calendar quarter.

5.8 In the event that any patent or any claim thereof included within the Regents' Patent Rights shall be held invalid in a decision by a court of competent jurisdiction and last resort and from which no appeal has or can be taken, all obligation to pay royalties based on such patent or claim or any claim patentably indistinct therefrom shall cease as of the date of such decision. The Licensee shall not, however, be relieved from paying any royalties that accrued before such decision or that are based on another patent or claim not involved in such decision.

6. DUE DILIGENCE

6.1 The Licensee, upon execution of this Agreement, shall diligently proceed with the development, manufacture and sale of Licensed Products and shall earnestly and diligently endeavor to market the same within a reasonable time after execution of this Agreement in quantities sufficient to meet the market demands therefor.

6.2 The Licensee shall be entitled to exercise prudent and justifiable business judgment in meeting its due diligence obligations hereunder.

6.3 The Licensee shall endeavor to obtain all necessary approvals for the manufacture, use and sale of Licensed Products.

6.4 The Licensee agrees to keep The Regents informed as to its progress in the development and testing of all Licensed Products and the preparing, filing, and obtaining of the approvals necessary for marketing. Beginning January 1, 1985 and semi-annually thereafter, the Licensee shall submit to The Regents a progress report covering the Licensee's activities related to the development and the securing of the requisite approvals. These reports shall be made until the market introduction of the first Licensed Product in the United States.

6.5 If the Licensee fails to perform any of the following:

- (6.5a) apply to the United States Food and Drug Administration for Investigational New Drug (IND) status for Licensed Products within eighteen (18) months from the effective date of this Agreement;
- (6.5b) market Licensed Products in the United States within six (6) months after receiving marketing approval from the United States Food and Drug Administration;
- (6.5c) spend or incur obligations to spend an aggregate of not less than one million dollars (\$1,000,000.00) for the development of Licensed Products during the first three (3) years of this Agreement;
- (6.5d) support research on Licensed Products at the University of California, Berkeley in an amount of not less than five hundred thousand dollars (\$500,000.00)

for three (3) years commencing on
January 1, 1985; or

(6.5e) reasonably fill the market demands for
Licensed Products at any time during the
exclusive period of this Agreement and
after market introduction;

then The Regents shall have the right and option either to
terminate this Agreement or to reduce the Licensee's exclusive
license to a nonexclusive license. This right, if exercised by
The Regents, supersedes the rights granted in Article 2 (GRANT).

6.6 At the request of either party, any controversy or
claim arising out of or relating to the diligence provisions of
this Agreement shall be subject to arbitration conducted in San
Francisco, California in accordance with the then current
Licensing Agreement Arbitration Rules of the American Arbitration
Association. Judgment upon the award rendered by the
Arbitrator(s) shall be binding on the parties and may be entered
by either party in the court or forum, state or federal, having
jurisdiction.

6.7 To exercise either the right to terminate this
Agreement or to reduce the license to a nonexclusive license for
lack of diligence, providing that arbitration has not been
requested, The Regents must give the Licensee written notice of
the deficiency. The Licensee thereafter has thirty (30) days to
cure the deficiency or to request arbitration. If The Regents
have not received a written request for arbitration or
satisfactory tangible evidence that the deficiency has been cured
by the end of the thirty (30) day period, then The Regents may,
at their option, either terminate this Agreement or reduce the
Licensee's exclusive license to a nonexclusive license by giving
written notice to the Licensee.

6.8 If The Regents exercise their option to reduce the Licensee's exclusive license to a nonexclusive license for lack of diligence and thereafter The Regents grant to a third party under another agreement a nonexclusive license to manufacture, use or sell Licensed Products on royalty terms more favorable than those herein contained, then the Licensee shall have the right and option to substitute all the terms of the other agreement for all the terms of this Agreement.

7. QUARTERLY REPORTS

7.1 After the market introduction of the first Licensed Product the Licensee shall provide The Regents with a written report showing all sales or use made of Licensed Products during the preceding calendar quarter. If no sales or use of Licensed Products has been made during any reporting period, a statement to this effect shall be required. These reports shall be made no later than forty-five (45) days following each calendar quarter.

7.2 Pursuant to paragraphs 2.3, 6.4 and 6.5 herein, the Licensee also agrees to report to The Regents the date of first commercial sale in each country of a Licensed Product within thirty (30) days of its occurrence.

8. BOOKS AND RECORDS

8.1 The Licensee shall keep books and records accurately showing all Licensed Products manufactured, used, or sold under the terms of this Agreement. Such books and records shall be open to inspection by representatives or agents of The Regents at reasonable times for the purpose of verifying the accuracy of the quarterly reports and the royalties due.

8.2 The fees and expenses of the representatives performing such an examination shall be borne by The Regents.

8.3 The books and records required by paragraph 8.1 herein shall be preserved for at least five (5) years from the date of the royalty payment to which they pertain.

9. LIFE OF THE AGREEMENT

9.1 This Agreement shall be in full force and effect from the date first herein written and shall remain in effect for the life of the last to expire patent licensed under this Agreement or unless otherwise terminated by operation of law or by acts of the parties in accordance with the terms of this Agreement.

10. TERMINATION BY THE REGENTS

10.1 It is expressly agreed that, notwithstanding the provisions of Article 22 hereof concerning late payments, if the Licensee should fail to deliver to The Regents any statement or report when due, or fail to pay any royalty at the time that the same should be due or if the Licensee should violate or fail to perform any covenant, condition, or undertaking of this Agreement on its part to be performed hereunder, then and in such event The Regents may give written notice of such default to the Licensee. If the Licensee should fail to repair such default within thirty (30) days from the receipt by it of such notice, The Regents shall have the right to terminate this Agreement and the license herein by written notice to the Licensee. Upon delivery of such notice of termination to the Licensee, this Agreement shall automatically terminate. Such termination shall not relieve the Licensee of its obligation to pay any royalty or license fees due or owing at the time of such termination and shall not impair any accrued right of The Regents.

11. TERMINATION BY THE LICENSEE

11.1 The Licensee shall have the right to terminate this Agreement or the license granted herein, in whole or as to any specified patent or any claim of such patent, at any time, and from time to time, by giving notice in writing to The Regents. Such termination shall be effective ninety (90) days

from the date such notice is mailed and all the Licensee's rights associated therewith shall cease as of that date.

11.2 Any termination pursuant to the above paragraph shall not relieve the Licensee of any obligation or liability accrued hereunder prior to such termination, or rescind or give rise to any right to rescind anything done by the Licensee or any payments made (including the payment of the license issue fee) or other consideration given to The Regents hereunder prior to the time such termination becomes effective, and such termination shall not affect in any manner any rights of The Regents arising under this Agreement prior to such termination.

12. DISPOSITION OF LICENSED PRODUCTS

ON HAND UPON TERMINATION

12.1 Upon termination of this Agreement by either party the Licensee shall provide The Regents with a written inventory of all Licensed Products in process of manufacture, in use or in stock and shall have the privilege of disposing of such Licensed Products, but not more, within a period of ninety (90) days, provided, however, that the Licensee shall pay royalties thereon at the rate and at the time herein provided and shall render reports thereon in the manner herein provided.

13. PATENT PROSECUTION AND MAINTENANCE

13.1 The Regents shall diligently prosecute and maintain the United States and foreign patent applications set forth in Exhibit A using counsel of their choice and after due consultation with the Licensee. The Regents shall provide the Licensee with copies of all relevant documentation so that the Licensee may be informed and apprised of the continuing prosecution and the Licensee agrees to keep this documentation confidential.

13.2 The Regents shall use their best efforts to amend any patent application to include claims reasonably requested by

the Licensee and required to protect the products contemplated to be sold under this Agreement.

13.3 The costs and legal fees incurred on or before May 11, 1984 for the prosecution, maintenance and taxes for the United States patent applications recited in Exhibit A shall be borne by The Regents. The Licensee agrees to pay all costs and legal fees incurred after May 11, 1984 for the prosecution, maintenance and taxes for said United States patent applications and for all other United States patent applications which may arise under its funding of research on the Invention at the University of California, Irvine. The Licensee further agrees to pay all costs and legal fees incurred for the prosecution, maintenance and taxes for all foreign patents listed in Exhibit A.

13.4 The Licensee shall have the right to obtain patent protection on the Invention in foreign countries in addition those patent applications listed in Exhibit A if available and if it so desires. The Licensee must notify The Regents within eight (8) months of the filing of the corresponding United States application of its decision to obtain foreign patents. The absence of a decision in writing from the Licensee to The Regents shall be considered an election not to secure said foreign rights.

13.5 The preparation, filing and prosecuting of all foreign patent applications filed at the Licensee's request, as well as the maintenance of all resulting patents, shall be at the sole expense of the Licensee. Such patents shall be held in the name of The Regents and shall be obtained using counsel of The Regents' choice. Such patents shall be held in the name of The Regents and shall be obtained using counsel of The Regents' choice.

13.6 The Licensee's obligation to underwrite and to pay foreign patent prosecution costs filed at its request shall continue for so long as this Agreement remains in effect, provided, however, that the Licensee may terminate its obligations with respect to any foreign patent application or patent upon three (3) months' written notice to The Regents. The Regents will use their best efforts to curtail foreign patent costs when such a notice is received from the Licensee. The Regents may continue prosecution and/or maintenance of such application(s) or patent(s) at their sole discretion and expense; provided, however, that the Licensee shall have no further right or licenses thereunder.

13.7 The Regents shall have the right to file patent applications at their own expense in any country in which the Licensee has not elected to secure such rights, and such applications and resultant patents shall not be subject to this Agreement.

14. PATENT MARKING

14.1 The Licensee agrees to mark all Licensed Products made, used or sold under the terms of this Agreement, or their containers, in accordance with the applicable patent marking laws.

15. USE OF NAMES, TRADE NAMES, AND TRADEMARKS

15.1 Nothing contained in this Agreement shall be construed as conferring any right to use in advertising, publicity, or other promotional activities any name, trade name, trademark, or other designation of either party hereto (including any contraction, abbreviation or simulation of any of the foregoing). Unless required by law, the use of the name, "The Regents of the University of California" or the name of any campus of the University of California is expressly prohibited.

16. WARRANTY BY THE REGENTS

16.1 The Regents warrant that they have the lawful right to grant this license.

16.2 The Regents make no express or implied warranties of merchantability or fitness of the Invention for a particular purpose.

16.3 Nothing in this Agreement shall be construed as:

(16.3a) a warranty or representation by
The Regents as to the validity or
scope of any Regents' Patent Rights;
or

(16.3b) a warranty or representation that
anything made, used, sold or otherwise
disposed of under any license granted
in this Agreement is or will be free
from infringement of patents of third
parties; or

(16.3c) an obligation to bring or prosecute
actions or suits against third parties
for patent infringement; except as
provided in Article 17; or

(16.3d) conferring by implication, estoppel or
otherwise any license or rights under
any patents of The Regents other than
Regents' Patent Rights as defined herein,
regardless of whether such patents are
dominant or subordinate to Regents' Patent
Rights; or

(16.3e) an obligation to furnish any know-how not
provided in Regents' Patent Rights.

17. INFRINGEMENT

17.1 In the event that either party to this Agreement shall learn of the substantial infringement of any patent contemplated by this Agreement, that party shall call the attention thereto of the other party in writing and shall provide the other party with reasonable evidence of such infringement.

17.2 Both parties shall use their best efforts in cooperation with each other to terminate such infringement without litigation.

17.3 Both parties agree that neither party will make a charge of infringement of any of the Regents' Patent Rights against third parties without first obtaining the consent of the other party, which consent shall not be unreasonably denied.

17.4 If the efforts of the parties are not successful in abating the infringement within ninety (90) days after the infringer has been formally notified of the infringement by one of the parties pursuant to paragraph 17.3, The Regents shall have the right to:

(17.4a) commence suit on their own account;

(17.4b) join with the Licensee in such suit; or

(17.4c) refuse to participate in such suit,

and The Regents shall give notice in writing to the Licensee within sixty (60) days after said 90 day period of their election. The Licensee may bring suit for patent infringement only if The Regents elect not to commence or join in any suit other than as nominal party plaintiff and if the infringement occurred during the period and in a country where the Licensee had exclusive rights under this Agreement.

17.5 Such legal action as is decided upon shall be at the expense of the party on account of whom suit is brought and all recoveries recovered thereby shall belong to such party, provided, however, that legal action brought jointly by The

Regents and the Licensee and fully participated in by both shall be at the joint expense of the parties and all recoveries shall be shared jointly by them in proportion to the share of expense paid by each party.

17.6 Each party agrees to cooperate with the other in litigation proceedings instituted hereunder but at the expense of the party on account of whom suit is brought. Such litigation shall be controlled by the party bringing the suit, except that The Regents shall control the suit if brought jointly. The Regents may be represented by counsel of their choice pursuant to The Regents' determination in any suit brought by the Licensee.

18. WAIVER

18.1 It is agreed that no waiver by either party hereto of any breach or default of any of the covenants or agreements herein set forth shall be deemed a waiver as to any subsequent and/or similar breach or default.

19. LICENSE RESTRICTIONS

19.1 It is agreed that the rights and privileges granted to the Licensee are each and all expressly conditioned upon the faithful performance on the part of the Licensee of every requirement herein contained. Each of such conditions and requirements is a specific license restriction.

20. ASSIGNABILITY

20.1 This Agreement is binding upon and shall inure to the benefit of The Regents, their successors and assigns, but shall be personal to the Licensee and assignable by the Licensee only with the written consent of The Regents, which consent shall not be unreasonably withheld.

21. INDEMNITY

21.1 The Licensee agrees to indemnify, hold harmless and defend The Regents, their officers, employees, and agents, against any and all claims, suits, losses, damage, costs, fees,

and expenses resulting from or arising out of exercise of this license.

22. LATE PAYMENTS

22.1 In the event royalty payments or fees are not received by The Regents when due, the Licensee shall pay to The Regents interest charges at the rate of ten percent (10%) per annum on the total royalties or fees due for the reporting period.

22.2 In the event of a failure of performance due under the terms of this Agreement and if it becomes necessary for either party to undertake legal action against the other on account thereof, then the prevailing party shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.

23. NOTICES

23.1 Any payment, notice or other communication required or permitted to be given to either party hereto shall be deemed to have been properly given and to be effective on the date of delivery if delivered in person or by first-class certified mail, postage paid, to the respective address given below, or to such other address as it shall designate by written notice given to the other party as follows:

In the case of the Licensee: ABC PHARMACEUTICAL COMPANY
123 Oakland Highway
Oakland, California 94611
Attention: Leonard D. Vinci

In the case of The Regents: THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA
2199 Addison Street
Berkeley, California 94720
Attention: Director, Patent,
Trademark & Copyright Office

24. FOREIGN LICENSE REGISTRATION

24.1 The Licensee agrees to register this Agreement when required by local national law, to pay all costs and legal fees connected therewith, and to otherwise insure that the local national laws affecting this Agreement are fully satisfied.

25. GOVERNING LAWS

25.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of California.

26. MISCELLANEOUS

26.1 The headings of the several sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

26.2 This Agreement will not be binding upon the parties until it has been signed hereinbelow by or on behalf of each party, in which event, it shall be effective as of the date first above written.

26.3 No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed as aforesaid.

26.4 This Agreement embodies the entire understanding of the parties and shall supersede all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof.

26.5 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, but this Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

IN WITNESS WHEREOF, both The Regents and the Licensee have executed this Agreement, in duplicate originals, by their respective officers hereunto duly authorized, on the day and year hereinafter written.

ABC PHARMACEUTICAL COMPANY

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By _____
Leonard D. Vinci

By _____
Roger G. Ditzel

Title _____
President

Title _____
Director, Patent,
Trademark & Copyright Ofc.

Date _____

Date _____