

AMENDMENT NO.2 TO  
MASTER LICENSE AGREEMENT

By and Between

The Board of Regents of  
The University of Texas System  
(as Licensor)

and

Invention Development Management Company, LLC.  
(as Licensee)

This Amendment No.2 to the Master License Agreement (the “*MLA Amendment*”) effective as of May 17, 2010 is entered into by and between (i) the Board of Regents (the “*Board*”) of the The University of Texas System (“*System*”), an agency of the State of Texas, as Licensing Party on behalf of (a) the Board and the System and (b) The University of Texas at Austin, a component institution of the System (the “*University*”) (the Board, the System and the University are collectively referred to as “*Licensor*”) and (ii) Invention Development Management Company, LLC (“*Licensee*”) and amends that certain Master License Agreement made by and between the parties dated June 26, 2009, as amended by Amendment No.1 dated August 31, 2009, (the “*MLA*”).

WHEREAS, Licensor and Licensee wish to amend the MLA to provide that Licensor may also submit patent applications to Licensee for possible acceptance and licensing by Licensee under the MLA;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Licensor and Licensee hereby agree as follows:

1. The definitions “Invention” and “Invention Disclosure” are hereby deleted in their entirety and replaced with the following definition:

“*Invention Disclosure*” means a document, in substantially the form posted on the website of the University’s technology commercialization office from time to time for disclosure of inventions by its inventors, describing the Invention either alone or together with a provisional patent application with respect to an Invention that has already been filed prior to submission to Licensee under Section 1.1. For the avoidance of doubt, in the case of provisional patent applications, a copy of the provisional patent application, as filed, will be submitted to Licensee with the Invention Disclosure form.

“*Invention*” means the inventions and discoveries disclosed in an Invention Disclosure and claimed in the provisional patent application filed by Licensor and/or the patent applications filed by Licensee in accordance with Section 1.3 of the Agreement (or that could have been claimed in such patent application based on the written specification actually contained therein).

2. Section 1.3 is hereby deleted in its entirety and replaced with the following:

For each Selected Invention Disclosure, unless otherwise prohibited by applicable law and subject to the cooperation of the applicable Inventors with Licensee and patent prosecution counsel, Licensee will file at least one (1) United States patent application, within six (6) months after Licensee's execution of the Invention-Specific Agreement; provided that if Licensor has already filed a provisional patent application with respect to such Selected Invention Disclosure, then Licensee will file a non-provisional patent application on or prior to the deadline for converting such provisional patent application. If any such filing is prohibited by applicable law, Licensee shall notify Licensor within such six (6) month period or with respect to provisional patent application, prior to the deadline for such conversion, and the applicable Selected Invention Disclosure and the Invention disclosed therein (and any resulting Patents) shall no longer be covered by this Agreement or by the applicable Invention-Specific Agreement.

3. Section 2.1(a) is hereby deleted in its entirety and replaced with the following:

(a) License Payment; Patent Expenses. Subject to paragraphs (b) and (c) below, for each Selected Invention Disclosure, Licensee shall pay to Licensor non-refundable payments of (i) Ten Thousand United States Dollars (US \$10,000) upon Notification, and (ii) Ten Thousand United States Dollars (US\$10,000) at each applicable Closing (collectively, "License Payment"). In addition to the License Payments, Licensee will pay to Licensor all past expenses for filing and prosecuting any provisional patent application (including, costs related to the patent filing, translation, search and prosecution costs and fees) incurred on or prior to Notification with respect to the related Invention Disclosure under Section 1.2(b) of this Agreement (the "Past Patent Expenses"); provided that (i) if Licensee has provided specific reasonable directions to Licensor with respect to the filing of a provisional patent (e.g., the law firm to be used, the approach to be taken, etc.), then Licensor shall use commercially reasonable efforts to comply with such directions and (ii) failure to comply with any such directions shall not affect Licensee's obligation to pay to Licensor any related Past Patent Expenses. Upon submission to Licensee, Licensor shall provide to Licensee a copy of the provisional patent application and a good faith estimate of the applicable patent expenses. Licensee shall pay the Past Patent Expenses upon Notification. Licensor will furnish Licensee with all necessary information to make an electronic transfer to a designated bank account of Licensor.

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4. Section 4.1 is hereby deleted in its entirety and replaced with the following new Section 4.1:

Within twenty (20) calendar days following the date Licensee receives a Transmitted Copy of the applicable Invention-Specific Agreement executed by Licensor, Licensor shall send to Licensee, or its legal counsel, copies of all Reported Publications (defined in paragraph 7.5) and any non-public prior art references cited in the Invention Disclosure. Licensor will provide any other relevant documents relating to the Invention Disclosure reasonably requested by Licensee and reasonably available to Licensor within twenty (20) calendar days after such request. Within twenty (20) days of Licensee notifying Licensor of the filing of (a) a patent application (provisional or non-provisional) with respect to any Invention or (b) if Licensor has already filed a provisional patent application, a non-provisional patent application with respect to any Invention, Licensee's counsel will send the Form of Assignment Agreement (Attachment 1) to applicable Inventors for signatures. As may be necessary from time to time, Licensor will use reasonable efforts to (i) obtain fully executed Assignment Agreements from the Inventors with respect thereto; and (ii) cause such fully executed Assignment Agreements to be delivered to Licensee's representatives. The items required to be delivered by Licensor under this paragraph 4.1 are collectively referred to as the "**Deliverables**".

5. Section 7.5 is hereby deleted in its entirety and replaced with the following new Section 7.5:

7.5 No Prior Disclosure

For each Invention Disclosure, Licensor has not, and to UT's knowledge formed after reasonable due diligence and investigation, Inventor has not disclosed the Invention, or any related information or ideas, in whole or in part, to any third party or in any public way or in a way that could become public, and no third party has had access to the Invention (in whole or in part) except (a) any prior and pending disclosures and/or the publications identified in the Invention Disclosure or in the Invention-Specific Agreement ("Reported Publications") (b) any non-enabling invention profiles thereof published on the University website ("Non-enabling Profiles"), (c) under a non-disclosure agreement ("NDA Disclosures") (d) as required by law or regulation ("Legal Disclosures") or (e) any prior and pending provisional patent application with respect to an Invention. Without limiting the foregoing, neither Licensor nor any Inventor has applied for patent protection with respect to any Invention. Licensor shall also disclose to Licensee in the Invention Disclosure or in the Invention-Specific Agreement (i) the number of NDA Disclosures, (ii) any Legal Disclosures (other than to sponsoring agencies identified in the Invention Disclosure) that have been made with respect to any such Invention prior to the date of the related Invention Disclosure and (iii) any Non-enabling Profiles (by delivering copies to Licensee of such Non-enabling Profiles).

Except as specifically amended hereby, the MLA shall remain in full force and effect. This MLA Amendment shall be governed by, construed and enforced in accordance with the laws of the State of Texas, without reference to conflicts of laws principles.

IN WITNESS WHEREOF, each of the parties has executed this MLA Amendment as of the date indicated in the initial paragraph of this MLA Amendment.

Licensors:

ON BEHALF OF THE BOARD OF  
REGENTS OF THE UNIVERSITY OF  
TEXAS SYSTEM

By: Richard Miller

Richard A. Miller, M.D.  
Associate Vice President for Research  
The University of Texas at Austin  
Date: 1-19-11

Licensee:

INVENTION DEVELOPMENT  
MANAGEMENT COMPANY, LLC

By: Chris Alliegro

Name: Chris Alliegro  
Title: Global Head of Invention Mgmt  
Date: 1/6/11