



MARC WOOD INTERNATIONAL, INC.

30 ROCKEFELLER PLAZA • NEW YORK 20, N. Y. • COLUMBUS 5-3029 • CABLE: MARWOODIN
international engineering consultants and technical negotiators

July 31, 1959

Mr. Jacques Monod
 Institut Pasteur
 28, rue du Dr. Roux
 Paris XV, France

Dr. Leo Szilard ✓
 The Quadrangle Club
 1155 East 57th St.
 Chicago 37, Illinois

Dr. Aaron Novick
 Institute of Molecular Biology
 University of Oregon
 Eugene, Oregon

Dr. Melvin Cohn
 Stanford University
 School of Medicine
 Stanford, California

Mr. Frank J. Rinderer
 Rinco Instruments
 511 So. Prairie St.
 Greenville, Illinois

Gentlemen :

I am pleased to announce that we seem to have obtained the final approval of American Sterilizer to the agreement we have been negotiating with them for many months concerning continuous bacteria culture.

Enclosed is a copy of the final version just received from them. You will note that it includes a provision for back royalties on Biogen units previously manufactured and a fairly strict clause concerning improvements. The latter is designed to prevent them from attempting to circumvent the patents as they tried to do with their present Biogen. We have fought very hard for these provisions and I believe they now provide all of the protection desired.

You will also notice that in addition to the 60% of process royalties obtained from sublicensees, Amsco is required to pay to the group 3% of its net sales of apparatus not covered by the apparatus patents but embodying the licensed process. We believe that this, too, is a very favorable provision and offers added protection.



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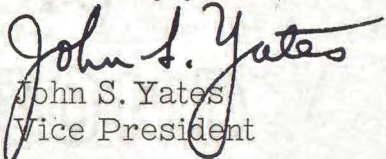
Page 2

I am also enclosing copies of the letter we have just received from Amsco and my reply to it. You will notice from these that there are still some small points at issue, but I would not recommend letting them stand in the way of an execution of the present agreement. I am sure a simple exchange of letters, after signature, can dispose of these points if such is found to be desirable. Therefore, I suggest that each of you expedite matters by signing the enclosed copy of the agreement and forwarding it to another member of the group who has not signed. The last person to sign each copy of the agreement will kindly return it to me and I will forward all of them to Amsco.

As I mentioned in my letter to Mr. Jewell, now that we seem to have an agreement, it is extremely important that we all work together toward insuring that Amsco will exercise the option when the time comes - only eleven months hence. It is, therefore, essential that each of you give as much thought as possible to some concrete applications for the process which show promise of an early commercialization. It would also be extremely helpful if those members of the group, such as Mr. Rinderer, who are in close daily contact with industry, could continue aggressively to develop sales leads for Biogen apparatus.

We look forward to working with all of you on this matter and we sincerely hope that it will be a profitable venture.

Sincerely yours,


John S. Yates
Vice President

JSY:eb

Encls.

Memorial Hospital, Room 804
444 East 68th Street
New York, New York
January , 1960

Mr. John S. Yates
Vice President
Marc Wood International Corp.
30 Rockefeller Plaza
New York, New York

Dear Mr. Yates:

I enclose herewith a duplicate original of an assignment from me to my wife, Gertrud Weiss Szilard, of all of my right, title and interest in and to my 16% share of the net receipts of certain patent license agreements, payable to me under Paragraph 4 of the letter agreement between Centre National de la Recherche Scientifique, Institut Pasteur, Dr. Jacques Monod, Dr. Leo Szilard, Dr. Aaron Novick, Dr. Melvin Cohen and Frank J. Rinderer, as signers of the letter, and Marc Wood International, Inc. as the recipient of the letter. I signed the letter agreement on or about January 12, 1960.

I understand from your explanatory letter of January 5, 1960 to Dr. Aaron Novick, and from your telephone talk on January 13, 1960 with my attorney, Mr. Bernard H. Greene, that under your interpretation of the letter agreement, my 16% share of the net receipts of the license agreements is not only payable to my estate in case of my death, but is freely assignable by me during my life. Would you therefore be good enough to acknowledge receipt of the enclosed assignment to me at the above address, and to Mr. Greene, c/o Paul, Weiss, Rifkind, Wharton & Garrison, 575 Madison Avenue, New York, N.Y. Would you also be good enough to confirm to us

Mr. John S. Yates

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that you will honor this assignment and will make all future payments on account of my 16% share of the net receipts of the license agreements to my wife, at her address as set forth in the assignment.

Thank you for your attention to the foregoing.

Sincerely yours,

A handwritten signature in dark ink, appearing to be "J. L. Yates". The signature is written in a cursive style with a large, prominent initial "J" and a long, sweeping underline.



MARC WOOD INTERNATIONAL, INC.

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January 27, 1960

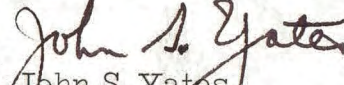
To the Members of the Biogen Group :

Enclosed is your executed copy of the agreement forming the Biogen Group.

This document completes the various transactions that were required for creating the Group and for granting American Sterilizer an option for a license under the continuous culture apparatus and process patents. However, to obtain the license, American Sterilizer must exercise the option on or before June 30, 1960.

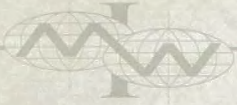
For your information, Mr. Larguier and the writer recently visited American Sterilizer in Erie and discussed their promotion program with them. It was learned that those in charge of the program are enthusiastic about the future of continuous culture and are aggressively pushing it, but there are a number of problems on which they will need the assistance and guidance of the members of the Group if they are to progress to a point where they can justify exercising the option. You will hear from us further on this subject in due course.

Very truly yours,


John S. Yates
Vice President

JSY:eb
Encl.

To : Mr. Jacques Monod
✓ Dr. Leo Szilard
Dr. Aaron Novick
Dr. Melvin Cohn
Mr. Frank Rinderer
Centre National de la Recherche Scientifique
Institut Pasteur



MARC WOOD INTERNATIONAL, INC.

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international engineering consultants and technical negotiators

January 28, 1960

Dr. Leo Szilard
Memorial Hospital
Room 804
444 East 68th Street
New York, New York

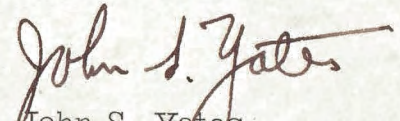
Dear Dr. Szilard :

This will acknowledge receipt of an assignment dated January 27, 1960 conveying to your wife, Gertrud Weiss Szilard, your 16% share of the net receipts under a letter agreement between Centre National de la Recherche Scientifique, Institut Pasteur, Dr. Jacques Monod, Dr. Aaron Novick, Dr. Melvin Cohen, Frank J. Rinderer and yourself as signers of the letter and Marc Wood International, Inc. as recipient.

In accordance with my interpretation of such letter agreement, as explained to Dr. Novick in my letter of January 5, 1960 and my telephone conversation of January 13, 1960 with your attorney, Mr. Bernard H. Greene, we confirm that we will honor this assignment and will make all future payments on account of your 16% of the net receipts of the said letter agreement to your wife at her address as set forth in the assignment.

Please be assured of our attention to the foregoing.

Sincerely yours,


John S. Yates
Vice President

ic

cc: Bernard H. Greene

Revised
PLAYER BOND

Marc Wood International, Inc.
30, Rockefeller Plaza
New York 20, N.Y.

Gentlemen,

This Letter Agreement, which is in accordance with a contract dated November 18, 1958 between your company and the Centre National de la Recherche Scientifique and a letter agreement dated September 17, 1959 between your company and Frank J. Rinderer, is to confirm an understanding previously existing amongst the undersigned parties and your company :

1. Your company is hereby retained by each of the undersigned to promote the exploitation in the United States and Canada of the technique of continuous micro-organism and animal tissue culture covered by the following patents and patent applications -

Country	Date of Issue	Date of Filing	N°
U.S.A.	August 17, 1954		2,686,754
U.S.A.	February 4, 1958		2,822,319
U.S.A.		August 21, 1957	SN 679,368
Canada	January 10, 1956		520,643

as well as any other United States or Canadian patents or patent applications hereafter granted to or applied for by any of the undersigned individuals in the said continuous culture field.

2. Each of the undersigned individuals undertakes, so long as this Agreement or any agreement negotiated by your company in our behalf remains in effect, to render consulting services, within the limits of his available time, with respect to the said patents and field, to any licensee under said patents, its sublicensees and customers, and to no other party in the United States and Canada. Compensation for such services shall be fixed by agreement between the beneficiary thereof and the party or parties rendering the services, the latter remaining exclusively entitled to any consulting fees received therefor.

.../..

3. As compensation for its services, your company shall be entitled to twenty percent (20 %) of the gross receipts derived from the license agreements it negotiates and administers on our behalf.

4. Your company shall collect all amounts due us under such agreements, shall pay out of such amounts the commission provided for in Paragraph 3 hereof and any expenses or disbursements incurred on our account, which are authorized by existing or future agreements between your company and any or all of the undersigned, and shall distribute the remainder to the undersigned annually on or before August 15, or at more frequent intervals, in the following proportions :

- 20 % to the Centre National de la Recherche Scientifique and the Institut Pasteur jointly,
- 16 % to Jacques Monod,
- 16 % to Leo Szilard,
- 16 % to Aaron Novick,
- 16 % to Melvin Cohn and
- 16 % to Frank J. Rinderer.

5. On or before August 15 of each year, your company shall account to us for the preceeding fiscal year ending June 30 ; provided, however, that for the first period of operations hereunder such account shall be for the period commencing with the execution of this Agreement and terminating on the next August 15.

6. This Agreement shall continue until terminated by mutual agreement or until fulfilment or failure of its purpose.

7. This Agreement is personal to the parties hereto and may not be assigned, except that a corporation or institution may assign it to any corporation or institution succeeding to or purchasing a substantial part of its business and good will and that the monetary benefits accruing to an individual shall accrue to his estate in case of death.

8. This Agreement and performance hereunder shall be governed in all respects by the laws of the Republic of France. Any controversy or claim arising out of or relating to this Agreement, or any breach hereof, shall be submitted by the parties to arbitration in Paris in accordance with the rules of the International Chamber of Commerce of Paris, and judgment upon any award so rendered may be entered in any court having jurisdiction thereof.

The terms of this Letter Agreement shall become a binding contract between

the undersigned and your company upon your returning to each of us one of the enclosed copies of this Letter Agreement signed by your company.

Very truly yours,

Jacques Monod

Dr Jacques Monod

Date : 12/11/59

Leo Szilard

Dr Leo Szilard

Date : Jan 12/60

Aaron Novick

Dr Aaron Novick

Date : Jan 7, 1960

Melvin Cohn

Dr Melvin Cohn

Date : Jan 16, 1960

Frank J. Rinderer
Frank J. Rinderer

Date : Jan 20, 1960

Centre National de la
Recherche Scientifique
LE DIRECTEUR GENERAL

By *J. Coulomb*
J. COULOMB

Date : 16/10/59

LE CONTROLLEUR FINANCIER
DU C.N.R.S.

EBNER



Date : 21 Decembre 1959.

Accepted :

Marc Wood International, Inc.

By *John S. Yates* Vice President

Date : January 25, 1960

ASSIGNMENT

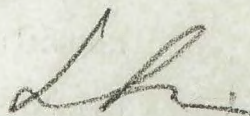
KNOW ALL MEN BY THESE PRESENTS:

1. Under Paragraph 4 of an agreement (hereinafter called the "letter agreement") contained in a letter from Centre National de la Recherche Scientifique, Institut Pasteur, Dr. Jacques Monod, Dr. Leo Szilard, Dr. Aaron Novick, Dr. Melvin Cohn and Frank J. Rinderer to Marc Wood International, Inc., which was executed by Dr. Leo Szilard on or about January 12, 1960, Dr. Leo Szilard is entitled to a sixteen (16%) percent share of the net receipts derived from certain license agreements referred to in Paragraph 3 of the letter agreement. The foregoing license agreements are to be made in the course of exploitation of certain patents and patent applications described in Paragraph 1 of the letter agreement.

2. Dr. Leo Szilard hereby grants, assigns and conveys to his wife, Gertrud Weiss Szilard, of 6101 East 11th Avenue, Denver, Colorado, all of his right, title and interest in and to his sixteen (16%) percent share of the foregoing net receipts, to which he is entitled under Paragraph 4 of the letter agreement, to have and to hold the same unto herself, her executors, administrators and assigns forever, to and for the use of herself, her executors, administrators and assigns. Dr. Leo Szilard hereby constitutes and appoints said Gertrud Weiss Szilard his true, lawful and irrevocable attorney, in his name, place and stead to ask, demand, sue for, attach, levy, recover and receive all sums of money which now are or may hereafter become due, owing and payable on account of the sixteen (16%) percent share of the foregoing net receipts hereby assigned, giving and granting to said Gertrud Weiss Szilard full power and authority to do

and perform each and every act and thing whatever requisite and necessary, as fully, to all intents and purposes, as he might or could do, if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said Gertrud Weiss Szilard or her substitute shall lawfully do, or cause to be done, by reason of this assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of January, 1960.



Dr. Leo Szilard

Signed, Sealed and Delivered

In the Presence of

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the day of January, 1960, before me personally came DR. LEO SZILARD to me known, and known to me to be the individual described in, and who executed the foregoing assignment, and duly acknowledged to me that he executed the same.
