

**Confidential Treatment Requested by ITUS Corporation,
IRS Employer Identification No. 11-2622630**

*****CONFIDENTIAL TREATMENT REQUESTED*****

Note: Confidential treatment requested with respect to certain portions hereof denoted with “[***]”

COLLABORATIVE RESEARCH AGREEMENT

This **COLLABORATIVE RESEARCH AGREEMENT** (the “Agreement”) is made as of the 14th day of July, 2015 (the “Effective Date”) by and between **THE WISTAR INSTITUTE OF ANATOMY AND BIOLOGY**, a Pennsylvania nonprofit corporation (“Wistar”) and **ANIXA DIAGNOSTIC CORPORATION**, a Delaware corporation (“Collaborator”).

RECITALS

- A. Frank J. Rauscher, III, PhD, a principal investigator and employee of Wistar, is performing research in the field of cancer diagnostics.
- B. Collaborator is interested in and desires to contribute to and support such research in accordance with the terms and conditions of this Agreement.
- C. The research and development program contemplated by this Agreement is of mutual interest to Collaborator and Wistar and furthers the educational, scholarship and research objectives of Wistar as a nonprofit, tax-exempt research institution.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

The following terms, as used herein, shall have the following meanings:

- 1.1 “Collaborative Research” means the research and development programs as more fully described in Exhibit A to this Agreement, which may be modified by the parties in writing from time to time. For clarity, the Collaborative Research is not a clinical trial.
- 1.2 “Collaborator Background Intellectual Property” means any information, data, tangible materials, inventions, processes, method, results, techniques, technologies, software, patents, copyrights, know-how or other items patentable, copyrightable, or otherwise that are (i) owned or controlled by Collaborator as of the Effective Date, and/or (ii) made available by Collaborator hereunder for the performance of the Collaborative Research.
- 1.3 “Collaborator Invention(s)” means Inventions determined to be made solely by the Collaborator, or other inventors owing a duty to assign to Collaborator, during the performance of the Collaborative Research.