

18-02242-E

February 01 2018

US Securities & Exchange Commission
Office of FOIA and Privacy Act Operations
100 F Street, NE Mail Stop 5100
Washington, DC 20549-5100



Dear FOIA Office:

Under the Freedom of Information Act (FOIA), please send a copy of the following: **A copy of:**

Exhibit: 10.25 to the form S-1/A filed by QUARK BIOTECH INC on April 16, 2007 In the event

confidential treatment has not expired provide the specific date for which confidential

treatment is still in effect. I do not need a copy of the order. We authorize up to \$61.00 in

processing fees.

Thank You,

Paul D'Souza
Editor - Deals

Clarivate Analytics Friars House, 160 Blackfriars Road London, UK SE1 8EZ
Phone: +44-2074334789
Managing Editor - Deals



UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
STATION PLACE
100 F STREET, NE
WASHINGTON, DC 20549-2465

Office of FOIA Services

February 16, 2018

Mr. Paul D'Souza
Clarivate Analytics
Friars House, 160 Blackfriars Road
Southwark, London SE18EZ
United Kingdom

RE: Freedom of Information Act (FOIA), 5 U.S.C. § 552
Request No. 18-02242-E

Dear Mr. D'Souza:

This letter is in response to your request, dated and received in this office on February 1, 2018, for access to Exhibit 10.25 to Form S-1/A filed by Quark Biotech, Inc. (now known as Quark Pharmaceuticals, Inc.) on April 16, 2007.

The search for responsive records has resulted in the retrieval of 9 pages of records that pertain to Exhibit 10.25. They are being provided to you in their entirety with this letter.

As shown on the enclosed invoice, the processing fee is \$30.50 in accordance with our fee schedule. You may use our new [Online Payment](#) option to pay by debit or credit card. If paying by mail, checks or money orders should be made payable to the SEC and a copy of the invoice should be mailed to our new payment address: Enterprise Services Center, HQ Bldg, Room 181, AMZ-341, 6500 South MacArthur Boulevard, Oklahoma City, OK, 73169. Please refer to the following link for detailed instructions on how to remit payments. <http://www.sec.gov/about/offices/ofm.htm>

If you have any questions, please contact me at neilsonc@sec.gov or (202) 551-3149. You may also contact me at foiapa@sec.gov or (202) 551-7900. You also have the right to seek assistance from Dave Henshall as a FOIA Public Liaison or contact the Office of Government Information Services (OGIS) for dispute resolution services. OGIS can be reached at 1-877-684-6448 or Archives.gov or via e-mail at ogis@nara.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Neilson".

Curtis Neilson
FOIA Research Specialist

Enclosures

[] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, IS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 OF THE SECURITIES ACT OF 1933, AS AMENDED.

Exhibit 10.25

AMENDMENT TO COLLABORATION AGREEMENT

This Amendment to the Collaboration Agreement ("Amendment") is made as of May 25, 2006 ("Effective Date") by and between Quark Biotech, Inc., a private limited company incorporated under the laws of California with a principal office at 6540 Kaiser Drive, Fremont, California 94555 (hereinafter "Quark") and QBI Enterprises Ltd., a private company incorporated under the laws of the State of Israel with a principal office at Weizmann Science Park, P.O. Box 4071, Nes Ziona 70400, Israel (together hereinafter "QBI"), and Atugen AG, a company incorporated under the laws of Germany with a registered office at Robert-Rössle-Strasse 10, D-13125 Berlin, Germany ("Atugen").

RECITALS

WHEREAS, QBI and Atugen are parties to a Collaboration Agreement dated December 6, 2004 ("Agreement");

WHEREAS, Quark and Atugen have filed patent applications for inventions arising from their collaboration pursuant to the Agreement both before and after December 6, 2004;

WHEREAS, QBI and Atugen desire that all such patent applications be jointly owned, consistent with and subject to the terms of the Agreement;

NOW, THEREFORE, the parties wish to amend the Agreement as set forth herein.

AGREEMENT

In consideration of the mutual promises, covenants and conditions recited herein and for good and valuable consideration, the parties agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein have the meaning given to them in the Agreement.
2. Quark Assignment to Atugen. Quark, while retaining for itself an equal, undivided right, title and interest, has assigned to Atugen an equal, undivided right, title and interest in and to all Patent Rights to the patent applications listed at the end of this Paragraph 2 ("QBI Patents"). A copy of the assignment document is attached

hereto as Exhibit A. Quark at its sole cost will promptly take steps to record or otherwise make of record Atugen's undivided right, title and interest in the QBI Patents. Quark agrees that it will, at its sole expense, execute all documents reasonably necessary to effectuate the foregoing assignment.

Country	Application	Filing Date
[USA	60/604,668	Aug. 25, 2004
USA	60/609,786	Sept. 14, 2004
USA	60/638,659	Dec. 22, 2004
USA	60/664,236	March 22, 2005
USA	60/688,943	June 8, 2005
USA	11/207,119	Aug. 16, 2005
PCT	PCT/US200 5/029236	Aug. 16, 2005]

3. Atugen Assignment to Quark. Atugen, while retaining unto itself an equal, undivided right, title and interest, has assigned to Quark (with Quark acknowledging that such patent rights will be abandoned by Atugen under paragraph 6 hereunder) an equal, undivided right, title and interest in an to all Patent Rights to the patent applications listed at the end of this Paragraph 3 ("Atugen Patents"). A copy of the assignment is attached hereto as Exhibit B. Quark at its sole cost will at an appropriate time take steps to record or otherwise make of record Quark's undivided right, title and interest in such Atugen Patents. Atugen agrees that it will, at Quark's sole expense, execute all additional documents reasonably necessary to effectuate the foregoing assignment.

4.

Country	Application	Filing Date
[EP	04019405.2	Aug.16, 2004
USA	60/601,983	Aug. 17, 2004
PCT	PCT/EP2005/ 008891	Aug. 16, 2005
USA	11/204,022	Aug. 16, 2005]

5. Atugen Grant to QBI. In order to effectuate the intent of the parties that the licenses from Atugen to QBI under the Agreement include the QBI Patents and Atugen Patents (with QBI acknowledging that the Atugen Patents will be abandoned by Atugen under paragraph 6 hereunder), Sections 6.2.1 and 6.2.2 of the Agreement are amended to insert “and the QBI Patents and the Atugen Patents” after “Joint Program IP”.
6. QBI Grant to Atugen. In order to effectuate the intent of the parties that the licenses from QBI to Atugen under the Agreement include the QBI Patents and Atugen Patents (with Atugen acknowledging that the Atugen Patents will be abandoned by Atugen under paragraph 6 hereunder), Sections 6.1.1 and 6.1.2 of the Agreement are amended to insert “and the QBI Patents and the Atugen Patents” after “Joint Program IP”.
7. Abandonment of Atugen Patents. Atugen will affirmatively abandon, and take all reasonable steps necessary to prevent all the Atugen Patents from being published by any patent office throughout the world.
8. Prosecution of QBI Patents. QBI will be responsible [at its sole cost] for prosecuting and maintaining the QBI Patents, and QBI will handle all post grant proceedings in relation to the QBI Patents (such as reissues, reexaminations and interferences, if any) (collectively, “the Patent Activities”). QBI will keep Atugen informed concerning the Patent Activities by, among other things, supplying Atugen with copies of all substantive documents related to the Patent Activities, and will consult with Atugen in relation thereto. QBI shall furnish such documents and consult with Atugen in sufficient time (at least two weeks) before any action by

QBI is due, to allow Atugen to provide comments on the Patent Activity under consideration, which comments QBI shall consider in good faith. QBI will not [reduce the scope of any claim in the QBI Patents without the prior written approval of Atugen, which approval shall not be unreasonably withheld or delayed]. Should QBI decide that it does not desire to continue the Patent Activities in relation to a QBI Patent in any country, or in relation to any pending claim, then QBI shall promptly inform Atugen and Atugen, at its sole option and cost, will have right to continue the Patent Activities in relation to any such QBI Patent or claim. In the event that Atugen takes over control of the Patent Activities under the preceding provisions, [QBI shall assign to Atugen QBI's undivided right, title and interest in and to the relevant QBI Patent or claim.]

9. Pursuit of Specific Patent Claims. QBI, in consultation with Atugen, will pursue claims in the QBI Patents to (a) [compositions of matter including specifically REDD14] and (b) [the use of such compositions of matter in the field of cancer].
10. Inventorship. The determination of any disputes regarding inventorship of the QBI Patents will first be brought to QBI's U.S. patent counsel, [John P. White, Esq., of Cooper & Dunham LLP] and Atugen's U.S. patent counsel, [Paul M. Booth, Esq., of Proskauer Rose LLP], or such other counsel as each party may designate for itself for such determination. If such counsel cannot reach a mutual inventorship determination, inventorship will be determined by a third party U.S. patent attorney, mutually agreed to by the parties and having no conflict of interest regarding either of the parties, unless the respective party agrees to waive such conflict, with the cost of such third party determination to be paid for by QBI.
11. [Effective Date of Obligation to Assign. The parties agree that there existed, on or about April 1, 2004, a mutual obligation to jointly assign, to the parties, the patent rights described in the QBI Patents and the Atugen Patents and that this mutual obligation existed on or about April 1, 2004 based on the fact that the parties by then had begun to collaborate, notwithstanding that the Agreement, which formalized the collaboration, was not signed until December 6, 2004].
12. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

13. Effect of Amendment. This Amendment is effective as of the Effective Date above. Except for the explicit amendments herein, the terms of the Agreement shall not be modified by this Amendment.

13. Disclaimer of Liability. The parties, Atugen on the one hand, and QBI on the other, hereby irrevocably waive any and all claims, demands, or causes of action whatsoever in law or in equity that each may have against the other in relation to the preparation, filing and prosecution to date of the Atugen and QBI Patents.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered by their authorized representatives as of the Effective Date.

Atugen AG

QBI Quark Biotech, Inc./QBI Enterprises Ltd.

/s/ T. Christely, /s/ K. Giese
(signatures)

/s/ Daniel Zurr
(signature)

T. Christely / Dr. K. Giese
CEO / CSO, VP Research

Dr. Daniel Zurr
CEO

Date: May 22, 2006

Date: May 25, 2006

Assignment #1

WHEREAS, QUARK BIOTECH, Inc., a corporation having principal place of business at 6540 Kaiser Drive, Fremont, California, 94555, USA, ("Quark"), is the owner of record of all right, title and interest in and to the patent applications listed in Appendix 1 hereto (the "Patent Rights"); and

WHEREAS, atugen AG., a corporation having a principal place of business at Robert Rössle-Str. 10, D-13125 Berlin, Germany, ("Atugen"), is entitled to own an equal, undivided right and interest in and to the Patent Rights as a tenant in common, subject to the exclusive rights in certain fields granted to Quark and its affiliate, QBI Enterprises, Ltd., pursuant to a December 6, 2004 Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Quark, while retaining unto itself an equal, undivided right and interest in and to the Patent Rights, hereby assigns and transfers as a tenant in common to Atugen and its successors and assigns, an equal, undivided right and interest in and to the Patent Rights, as well as all other patent rights that may be based thereon or claim priority thereof, including all renewals, divisions, substitutes, reissues, continuations, reissues or extensions thereof, and every priority right that is or may be predicated upon or arise from the Patent Rights, to the full end of the terms, including any extensions, thereof.

Quark hereby authorizes and requests that any and all appropriate governmental authorities issue all documents evidencing joint ownership of an equal, undivided interest, as tenants in common, in and to the Patent Rights by each of Quark and Atugen, and their lawful successor and assigns.

Atugen represents and warrants that it has not, and will not, exercise or convey any right assigned to it herein in any manner which is inconsistent with the December 6, 2004 Agreement.

Quark (Assignor)

Atugen (Assignee) hereby accepts
this Assignment

By: /s/ R. Skaliter
Rami Skaliter

By: /s/ T. Christely, /s/ K. Giese
T. Christely K. Giese

Title: Executive Vice President

Title: CFO CSO

Date: January 19, 2006

Date: January , 2006

EXHIBIT A

Appendix 1
To ASSIGNMENT #1

Country	Application No.	Filing Date
[USA	60/604,668	August 25, 2004
USA	60/609,786	September 14, 2004
USA	60/638,659	December 22, 2004
USA	60/664,236	March 22, 2005
USA	60/688,943	June 8, 2005
USA	11/207,119	August 16, 2005
PCT	PCT/US2005/029236	August 16, 2005]

Assignment #2

WHEREAS, atugen AG., a corporation having a principal place of business at Robert Rössle-Str. 10, D-13125, Berlin, Germany, ("Atugen"), is the owner of record of all right, title and interest in and to the patent applications listed in Appendix 1 hereto (the "Patent Rights"); and

WHEREAS, QUARK BIOTECH, Inc., a corporation having principal place of business at 6540 Kaiser Drive, Fremont, California, 94555, USA, ("Quark"), is entitled to own an equal, undivided right and interest in and to the Patent Rights as a tenant in common, subject to the exclusive rights in the field of oncology granted to Atugen pursuant to a December 6, 2004 Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Atugen, while retaining unto itself an equal, undivided right and interest in and to the Patent Rights, hereby assigns and transfers as a tenant in common to Quark and its successors and assigns, an equal, undivided right and interest in and to the Patent Rights, as well as all other patent rights that may be based thereon or claim priority thereof, including all renewals, divisions, substitutes, reissues, continuations, reissues or extensions thereof, and every priority right that is or may be predicated upon or arise from the Patent Rights, to the full end of the terms, including any extensions, thereof.

Atugen hereby authorizes and requests that any and all appropriate governmental authorities issue all documents evidencing joint ownership of an equal, undivided interest, as tenants in common, in and to the Patent Rights by each of Atugen and Quark, and their lawful successor and assigns.

Quark represents and warrants that it has not, and will not, exercise or convey any right assigned to it herein in any manner which is inconsistent with the December 6, 2004 Agreement.

Atugen (Assignor)

Quark (Assignee) hereby accepts
this Assignment

By: /s/ T. Christely, /s/ K. Giese
T. Christely K. Giese

By: /s/ R. Skaliter
Rami Skaliter

Title: CEO CSO

Title: Executive Vice President

Date: January , 2006

Date: January 19, 2006

EXHIBIT B

Appendix 1
To ASSIGNMENT #2

Country	Application No.	Filing Date
[EP	04019405.2	August 16, 2004
USA	60/601,983	August 17, 2004
PCT	PCT/EP2005/008891	August 16, 2005
USA	11/204,022	August 16, 2005]

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