

05-04-1998



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COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Docket No. 46963

APR 20 1998

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To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

MRD 4-20-98

1. Name of conveying party(ies):  
**Jeffrey M. Isner**  
**Takayuki Asahara**

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):  
Name: **St. Elizabeth's Medical Center of Boston, Inc.**  
Internal Address: \_\_\_\_\_  
Street Address: **736 Cambridge Street**  
City: **Boston** State: **MA** ZIP: **02135**  
Additional name(s) & address(es)  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: **2/20/97 and 2/24/97**

4. Application number(s) or registration numbers(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_  
A. Patent Application No.(s)  
**08/744,882**  
Additional numbers  Yes  No

6. Total number of applications and patents involved: **1**  
7. Total fee (37 CFR 3.41):.....\$ **40.00**  
 Enclosed  
 Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **David G. Conlin**  
Internal Address: **Dike, Bronstein, Roberts**  
**& Cushman, LLP**  
Street Address: **130 Water Street**  
City: **Boston** State: **MA** ZIP: **02109**

8. Deposit account number:  
**04-1105**  
(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

**David S. Resnick (34,235)**

Name of Person Signing

Signature

**4/15/98**

Date

Total number of pages including cover sheet, attachments, and

**4**

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, We, Jeffrey M. Isner and Takayuki Asahara, residing at 34 Brenton Road, Weston, Massachusetts 02193 and 38 Hayes Street, Arlington, Massachusetts 02174, respectively, having invented certain improvements in METHODS FOR REGULATING ANGIOGENESIS and

WHEREAS, St. Elizabeth's Medical Center of Boston, Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts, and having a regular and established place of business at 736 Cambridge Street, Boston, MA 02135, for the benefit of itself, its successors and assigns, all inclusively hereinafter referred to as the Assignee, is desirous of acquiring the entire right, title and interest in and to said invention and to any and all Letters Patent of the United States and of all other countries which may be granted therefor; and

NOW, THEREFORE, BE IT KNOWN THAT FOR and in consideration of one dollar and other valuable considerations paid to us by the Assignee St. Elizabeth's Medical Center of Boston, Inc., the receipt of which is hereby acknowledged, we [I] do hereby sell, assign and transfer unto said Assignee, the entire right, title and interest for the United States of America and for all foreign countries in and to any and all improvements which are disclosed in the application for United States Letters Patent entitled: METHODS FOR REGULATING ANGIOGENESIS invented by us and described in said application filed in the United States Patent and Trademark Office on November 8, 1996 and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and including all rights of priority resulting from the filing of any such applications.

We [I] agree that said Assignee may apply for and receive Letters Patent in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and legal representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, and legal representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements, and

for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and we [I] do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said U.S. application(s) to said Assignee, its successors and assigns.

We [I] covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreements affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

By: Jeffrey M. Isner Date: 2/20/97  
Jeffrey M. Isner

Commonwealth of Massachusetts, ss.  
County of Suffolk, ss.

Before me this 20<sup>th</sup> day of February, 1996, personally appeared Jeffrey M. Isner, to me personally known to be the person who is described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purpose therein set forth.

Linda M. Haley  
My commission expires 11/28/97

By: Takayuki Asahara Date: 2/24/97  
Takayuki Asahara

Commonwealth of Massachusetts, ss.  
County of Suffolk, ss.

Before me this 24<sup>th</sup> day of February, 1996, personally appeared Takayuki Asahara, to me personally known to be the person who is described in and who executed the above instrument, and acknowledged to me that she/he executed the same of her/his own free will for the purpose therein set forth.

Linda M. Nelson  
My commission expires 11/28/97