



FORM PTO-1585 1-31-92		R	06-26-1998	HEET	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
 100750467					
To the Assistant Commissioner for Patents and Trademarks, please forward the attached original documents or copy thereof.					
1. Name of conveying party(ies): Michael F. Thomashow, Eric J. Stockinger, Kirsten Jaglo-Ottosen, Daniel Zarka, Sarah Jane Gilmour Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies): Name: Michigan State University Street Address: Office of Intellectual Property Michigan State University 238 Administration Building City: East Lansing, MI 48824-1046 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: <u>May 13, 1998</u>					
4. Application number(s) or patent number(s): 08/949,603 If this document is being filed together with a new application, the execution date of the application is: _____					
A. Patent Application No.(s): 08/949,603			B. Patent No.(s):		
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: David J. Weitz Internal Address: 1117-1 Wilson Sonsini Goodrich & Rosati 650 Page Mill Road Palo Alto, CA 94304-1050			6. Total number of applications and patents involved: [1] 7. Total fee (37 CFR 3.41) \$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>23-2415</u> (Attorney Docket No.: 19117-710)		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i>					
<u>David J. Weitz, Reg. No. 38,362</u> Signature			<u>June 9, 1998</u> Date		
Total number of pages including cover sheet, attachments and document: [4]					

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

(1) Michael F. Thomashow
(3) Kirsten Jaglo-Ottosen
(5) Sarah Jane Gilmour

(2) Eric J. Stockinger
(4) Daniel Zarka

(hereinafter termed "Inventors"), residents of

(1) 805 Southlawn
(3) 307 South Clemens Avenue
(5) 1830 Barnes Road

(2) 1360 Burcham Drive
(4) 2101 Barritt Street

respectively, Cities of

(1) East Lansing
(3) Lansing
(5) Leslie

(2) East Lansing
(4) Lansing

respectively, Counties of

(1) _____
(3) _____
(4) _____

(2) _____
(4) _____

respectively, States of

(1) Michigan
(3) Michigan
(5) Michigan

(2) Michigan
(4) Michigan

respectively, have invented certain new and useful improvements in:

DNA ENCODED PROTEIN WHICH REGULATES COLD AND DEHYDRATION REGULATED GENES

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

____ On the

- (1) ____ day of _____, 1998;
(2) ____ day of _____, 1998;
(3) ____ day of _____, 1998;
(4) ____ day of _____, 1998.

respectively;

Or

X Said application having Application Number 08/949,603 and filed on the 14th day of October, 1997.

WHEREAS Michigan State University, (hereinafter termed "Assignee"), a corporation of Michigan, having a place of business at Office of Intellectual Property, Michigan State University, 238 Administration Building, East Lansing, Michigan 48824-1046, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents" applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee on the date of acknowledgment before the Notary Public as given below.

(1) Michael F. Thomashow
Michael F. Thomashow

(1) State of Michigan
County of Ingham

On 5/13/98 before me, JOAN GILLILAND, personally appeared M. THOMASHOW, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Joan K. Gilliland
Signature
JOAN GILLILAND, NOTARY PUBLIC
INGHAM COUNTY, STATE OF MICHIGAN
MY COMMISSION EXPIRES 12-16-99

(2) Eric J. Stockinger
Eric J. Stockinger

(2) State of Michigan
County of Ingham

On 5/13/98 before me, JOAN GILLILAND, personally appeared E. STOCKINGER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Joan K. Gilliland
Signature
JOAN GILLILAND, NOTARY PUBLIC
INGHAM COUNTY, STATE OF MICHIGAN
MY COMMISSION EXPIRES 12-16-99

(3) Kirsten Jaglo-Ottosen
Kirsten Jaglo-Ottosen

(2) State of Michigan
County of Ingham

On 5/13/98 before me, JOAN GILLILAND, personally appeared K. JAGLO-OTTOSEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Joan K. Gilliland
Signature
JOAN GILLILAND, NOTARY PUBLIC
INGHAM COUNTY, STATE OF MICHIGAN
MY COMMISSION EXPIRES 12-16-99

(4) Daniel Zarka
Daniel Zarka

(2) State of Michigan
County of Ingham

On 5/13/98 before me, JOAN GILLILAND, personally appeared D. ZARKA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Joan K. Gilliland
JOAN GILLILAND, NOTARY PUBLIC
INGHAM COUNTY, STATE OF MICHIGAN
MY COMMISSION EXPIRES 12-16-99

(5) Sarah Jane Gilmour
Sarah Jane Gilmour

(2) State of Michigan
County of Ingham

On 5/13/98 before me, JOAN GILLILAND, personally appeared S. GILMOUR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Joan K. Gilliland
JOAN GILLILAND, NOTARY PUBLIC
INGHAM COUNTY, STATE OF MICHIGAN
MY COMMISSION EXPIRES 12-16-99