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Docket No. ST95022A-US



HEET

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4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 08/723,726

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

6. Total number of applications and patents involved: [1]

Name: Paul F. Fehlner, Ph.D.

Internal Address: Rhône-Poulenc Rorer Inc.
Legal-Patents, #3C437. Total fee (37 CFR 3.41):\$ 40.00 *E*

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PATENT
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ASSIGNMENT AND AGREEMENT

For value received and intending to be legally bound, we, the undersigned, RHÔNE-POULENC RORER S.A. (Assignee), having a principal place of business at 20 Avenue Raymond Aron, 92165 Antony Cedex, FRANCE, sell, assign and transfer to, CASE WESTERN RESERVE UNIVERSITY (Assignors), having a principal place of business at 10900 Euclid Avenue, Cleveland, Ohio 44106, UNITED STATES OF AMERICA and its successors, assigns and legal representatives, our entire right, title and interest in and to the invention relating to

VIRAL VECTORS AND THEIR USE IN THE TREATMENT OF HYPERPROLIFERATIVE DISORDERS, IN PARTICULAR RESTENOSIS

as disclosed and claimed in and to international application, PCT Serial No. US96/04493 filed on March 28, 1996, assigned Attorney Docket No. ST95022 WO and as disclosed and claimed in and to the continuation-in-part application, filed in the United States Patent Office, assigned Attorney Docket No. ST95022A US, on September 30, 1996 as Serial No. 8/723,726, and under any and all Letters Patent which may be granted therefore, and all right, title and interest in and to every patent application filed or to be filed on said invention in the United States and the world, including renewals, revivals, continuations, divisions and any substitute applications of said United States application, and any and all patents which may issue thereon, and any reissues and extensions of the same.

We authorize and request competent authorities to grant and issue any and all patents on said invention to said assignee or its successors, assigns and legal representatives, or to such nominees as said assignee may designate.

We agree that, when requested, we will, without charge to said assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said invention in any and all countries and for vesting title thereto in said assignee, its successors, assigns, legal representatives or nominees.

We covenant with said assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

RHÔNE-POULENC RORER S.A.

Jacques Savina
Vice President - Patents

Date: 02 DEC. 1996