

07-15-1998

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100764524

To The Honorable Commissioner thereof.

record the attached original documents or copy

1. Name of conveying party(ies):
Ellen Leahy

Additional name(s) of conveying party(ies) attached? () YES (X) NO

3. Nature of Conveyance:
 Assignment () Merger
 Security Agreement
 Change of Name
 Other: **Cross-reference of Assignment recorded in parent application, Serial No. 08/200,320, on May 6, 1996 at Reel 7926, Frames 0409-12.**
 Execution Date: **April 23, 1996**

2. Name and address of receiving party(ies):
 Name: **Trustees of the University of Pennsylvania**
 Internal Address:
 Street Address: **3700 Market Street**
 City: **Philadelphia**
 State: **Pennsylvania** ZIP: **19104**
 Additional name(s) & address attached? () YES (X) NO

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) 08/702,811	B. Patent No.(s)
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Additional numbers attached? () YES (X) NO

5. Name and address of party to whom correspondence concerning documents should be mailed:
 Name: **Joseph Lucci, Esq.**
 Internal Address: **WOODCOCK WASHBURN KURTZ MACKIEWICZ & NORRIS LLP**
One Liberty Place - 46th Floor
Philadelphia, Pennsylvania 19103-7301

Street Address: **WOODCOCK WASHBURN KURTZ MACKIEWICZ & NORRIS LLP**
One Liberty Place - 46th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103-7301

6. Total number of applications and patents involved: **one**

7. Total fee (37 CFR 3.41):.....\$40.00
 Enclosed
 Authorized to be charged to Deposit Account Number 23-3050

8. Please charge any deficiency or credit any overpayment to Deposit Account Number 23-3050

07/15/1998 JSHABAZZ 00000038 08702811 DO NOT USE THIS SPACE

9. Statement and signature. **40.00 DP**
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.

Joseph Lucci, Reg. No. 33,307
 Name of Person Signing/Reg. No.

[Signature]
 Signature

June 30, 1998
 Date

Total number of pages including cover sheet, attachments, and document: **4**

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

ASSIGNMENT

WHEREAS, we, **Ralph Hirschmann, Ellen Leahy and Paul Sprengeler**, residing at **740 Palmer Place, Blue Bell, Pennsylvania 19422; 1185 Camellia Court, San Leandro, California 94577 and 614 South 26th Street, Philadelphia, Pennsylvania 19146, respectively** are the inventors of certain inventions or improvements for which we have made application for Letters Patent of the United States, identified as Serial No. **08/200,320** filed **February 23, 1994** and titled **Alicyclic Peptidomimetics**; and

WHEREAS, The Trustees of the University of Pennsylvania, hereinafter referred to as the assignee, of Philadelphia, Pennsylvania, a non-profit corporation of Pennsylvania, U.S.A., is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid by said Trustees of the University of Pennsylvania, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said **Ralph Hirschmann, Ellen Leahy and Paul Sprengeler** have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee to file in our name applications for Letters Patent in all countries the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND, we, hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letter Patent to said assignee, its successors, assigns, nominees or legal representatives, and we agree to communicate to said assignee, or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries, all at the expense, however, of said assignee, its successors, assigns, nominees or legal representatives.

AND, we, hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said

inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, we have hereunto set our hand and seal.

Ralph Hirschmann (L.S.)

Ellen Leahy
Ellen Leahy (L.S.)

Paul Sprengeler (L.S.)

[WHERE ALL INVENTORS SIGN BEFORE THE SAME NOTARY:]

COUNTY OF _____ SS

On this ____ day of _____, 19__, before me personally came the above named _____ to me personally known and known to me to be the same individuals who executed the foregoing assignment, and who acknowledged to me that they executed the same of their own free will for the use and purposes therein set forth.

Notary Public

[WHERE INVENTORS SIGN BEFORE SEPARATE NOTARIES:]

California
COUNTY OF Santa Clara SS

On this 23rd day of April, 1996 before me personally came the above named Ellen Leahy to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Joan Sorci
Notary Public



COUNTY OF _____ SS

On this ____ day of _____, 19__, before me personally came the above named _____ to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Notary Public

COUNTY OF _____:

SS

On this _____ day of _____, 19__, before me personally came the above named _____ to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Notary Public