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ASSIGNMENT OF PATENT APPLICATION

"INVENTOR(S)" means Eric T. Kool

"INVENTION" means NOVEL NUCLEOSIDE ANALOGS WITH POLYCYCLIC AROMATIC GROUPS ATTACHED, METHODS OF SYNTHESIS AND USES THEREFOR.

"APPLICATION" means the U.S. Patent Application covering the INVENTION, filed along with this Assignment or designated as U.S. Serial Number 08/857,721, filed May 15, 1997.

"INSTITUTION" means University of Rochester

"RCT" means Research Corporation Technologies, Inc., a Delaware corporation at 101 North Wilmot Road, Suite 600, Tucson, Arizona 85711-3335.

1. The INVENTOR(S) made the INVENTION. Each INVENTOR is obligated to assign his or her rights, title and interest in the INVENTION and APPLICATION to the INSTITUTION or its designee.

2. RCT and the INSTITUTION are parties to an agreement under which RCT has evaluated and is now attempting to commercialize the INVENTION. As provided in that agreement, RCT is obligated to pay to INSTITUTION a share of the revenues generated by the INVENTION.

3. In furtherance of his or her obligations to the INSTITUTION, and the INSTITUTION's obligations to RCT, each INVENTOR wishes to assign his or her rights, title and interest in the INVENTION and APPLICATION directly to RCT.

4. Each INVENTOR hereby assigns to RCT his or her entire right, title and interest in:

- (a) the INVENTION;
- (b) the APPLICATION, all foreign applications and all divisional and continuation, in whole and in part, applications based on the APPLICATION;
- (c) all patents resulting from the APPLICATION and applications described in (b); and
- (d) all reissues, extensions, renewals and reexaminations of the patents described in (c).

5. This assignment shall allow RCT to file the applications described in paragraph 4 in its own name (but naming the INVENTORS as the inventors) in all countries of the world (where it is permissible) and the right to claim the benefit of the priority right provided by the International Convention of 1883, as amended.

6. Each INVENTOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to issue to RCT all U.S. patents described in paragraph 4 that may be granted.

7. Each INVENTOR agrees for himself or herself and his or her heirs, executors and administrators to execute any further lawful documents that RCT might consider necessary to fully protect RCT's interest in the INVENTION and the documents described in paragraph 4.

8. Each INVENTOR covenants that he or she has not granted any right or license to make, use or sell the INVENTION to anyone, provided however, the Government of the United States of America may have rights in the INVENTION and APPLICATION by reason of sponsorship of research leading to the making of the INVENTION.

9. Each INVENTOR also covenants that he or she has not encumbered his or her right, title and interest in the INVENTION or APPLICATION, and has not, and will not, sign any document that conflicts with this assignment, other than the exception listed in paragraph 8 and has not, and will not, sign any document that conflicts with this assignment, except for documents necessary to memorialize or protect the rights of the U.S. Government (if any) in the INVENTION and APPLICATION.


INVENTOR's Signature

6/15/98
Date

Eric T. Kool
Typed Name of INVENTOR

~~27 Hoyt Place~~ 1431 Victor Holcomb Rd.
Address

Victor
~~Rochester~~ New York ~~14010~~ 14564

STATE OF)
COUNTY OF) : ss.
)

On this 15th day of June, 1998, personally appeared the above-named, personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be a free act and deed, before me.

DIANE M. VISIKO
Notary Public, State of New York
Qualified in Monroe County

Notary Public
Commission Expires October 28 1998

My Commission expires:

