

08-20-1998

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Docket No. SALK2310

To the Honorable Commissioner for Pa

100800614

ached original documents or copy thereof.

1. Name of Conveying party(ies):

Ronald M. EvansAdditional name(s) of conveying party(ies)
attached? ☐ Yes ☒ No

2. Name and address of receiving Party(ies)

Name: HOWARD HUGHES MEDICAL INSTITUTE

Internal Address: _____

Street Address: 4000 Jones Bridge RoadCity: Chevy Chase State: MD Zip: 20815-6789

Additional name(s) & address(es) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of name
☐ Other _____
Execution Date: July 15, 1998

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)

09/079,570

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Stephen E. Reiter, Esq.
GRAY CARY WARE & FREIDENRICH LLPStreet Address 4365 Executive Drive, Suite 1600City: San Diego State: CA Zip: 921216. Total number of Applications and patents involved: 17. Total fee (37 CFR 3.41) \$ 40.00
☐ : Enclosed
☒ : Authorized to charge the recordation fee or
any underpayment to deposit account.
8. ☒ Deposit account Number: 07-1895

DO NOT USE THIS SPACE

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.

Stephen E. ReiterName of Person Signing
Registration No. 31,192

Signature

Date

8/12/98Total number of pages including cover sheet, attachments, and document: 3
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ASSIGNMENT

Assignment made July 15, 1998, by Ronald M. Evans, Ph.D. ("Inventor") to the Howard Hughes Medical Institute, a Delaware corporation (the "Institute").

Recitals

WHEREAS, Inventor is an employee of the Institute and, as a condition of his employment, has signed the Agreement appended to the Institute's Policy on Intellectual Property (the "Intellectual Property Agreement");

WHEREAS, pursuant to the Intellectual Property Agreement, Inventor has agreed (a) to assign to the Institute all rights he may acquire in any invention, discovery, improvement, or other intellectual property, whether or not patentable or copyrightable, developed directly or indirectly as a result of a program of research financed by Institute funds or by funds under the control of the Institute (each a "Subject Property") and (b) to execute any agreements that may be desired by the Institute in connection with such assignment;

WHEREAS, Inventor has, alone or with others, invented FORMULATIONS USEFUL FOR MODULATING EXPRESSION OF EXOGENOUS GENES IN MAMMALIAN SYSTEMS, AND PRODUCTS RELATED THERETO (the "Invention"), and the Invention is a Subject Property; and

WHEREAS, Inventor seeks to make a formal assignment of his interest in the Invention to the Institute, and the Institute desires the execution of a formal assignment of all of Inventor's right, title and interest in the Invention.

NOW, THEREFORE, in consideration of the promises contained in and the acts performed and to be performed pursuant to the Intellectual Property Agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged by Inventor, Inventor agrees as follows:

1. Assignment. Inventor hereby assigns to the Institute his entire right, title, and interest in the Invention; any United States patent applications and all corresponding foreign patent applications which are directed to the Invention (including, without limitation, the patent application entitled "FORMULATIONS USEFUL FOR MODULATING EXPRESSION OF EXOGENOUS GENES IN MAMMALIAN SYSTEMS, AND PRODUCTS RELATED THERETO" filed in the United States Patent and Trademark Office on May 14, 1998, and any and all patents issued therefrom; all United States or foreign division and continuation applications based on any of the foregoing, and any and all patents issued therefrom; and all claims which are directed to the Invention and which may be contained in continuation-in-part applications or in patents which issue therefrom.

I authorize and request insertion of the serial number of the application when officially known:

United States Serial No.: 09/079,570 _____;

2. Cooperation. Inventor agrees to execute upon request such further assignments, documents, and other instruments as may be necessary or desirable to assign Inventor's entire right, title and interest in the Invention to the Institute and to assist the Institute (or others at the direction of the Institute) in applying for, obtaining, and enforcing patents, copyrights, or other rights in the United States and in any foreign country with respect to the Invention.

3. Parties. The terms and provisions of this Agreement shall inure to the benefit of the Institute and its successors and assigns and shall be binding on Inventor and his heirs, personal representatives and assigns.

4. Warranty. Inventor warrants and represents that he has not entered into any assignment, contract, or understanding in conflict herewith, and that there is no other person or entity whose consent is required in order for the Inventor to make the assignment contained herein.

Inventor: Ronald M. Evans
Ronald M. Evans

State of California
County of San Diego

Then personally appeared before me the above-named Ronald M. Evans and acknowledged that he executed the foregoing instrument as his free act and deed this 15th day of July, 1998.



Constance Mueller Notary Public

Constance Mueller (Print Name)

My Commission expires 12/16/1999

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HHMI _____

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RECORDED: 08/20/1998

PATENT
REEL: 9385 FRAME: 0817