

D/S

09-02-1998

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100808335

Attorney Docket Number
8656-022

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS
Box Assignment
Washington, DC 20231

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Guiying Li
Seiji Kondo
John K. Cowell

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: The Cleveland Clinic Foundation

Address: 9500 Euclid Avenue

Cleveland, Ohio 44195

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Country (if other than USA):

Execution Date: July 30, 1998 and August 6, 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) 09/018,125

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

PENNIE & EDMONDS LLP
1155 Avenue of the Americas
New York, NY 10036

6. Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00
Please charge to the deposit account listed in Section 8.

8. Deposit account number:
16-1150

08/25/1998 JSHABAZZ 00000078 161150 09018125

01 FC 581 40.00 CH

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.

Brian M. Poissant

Name of Person Signing Reg. No. 28,462

Brian M. Poissant
Signature

August 19, 1998

Date

By Anthony M. [Signature]
Total number of pages including cover sheet:

5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231

ASSIGNMENT

WHEREAS, We, Robert H. Silverman, residing at 24609 Letchworth Road, Beachwood, OH 44122, a citizen of the United States of America, Seiji Kondo, residing at 20826 Fairmount Blvd., Shaker Heights, OH 44118, a citizen of Japan, John K. Cowell, residing at 14808 Shaker Blvd., Shaker Heights, OH 44120, a citizen of the United Kingdom, and Guiying Li, residing at 5011 South Alaton Avenue, Durham, North Carolina 27713, a citizen of the Peoples Republic of China, are co-inventors with Paul F. Torrence of RNase L ACTIVATORS AND ANTISENSE OLIGONUCLEOTIDES EFFECTIVE TO TREAT TELOMERASE-EXPRESSING MALIGNANCIES, for which we have executed an application for a Patent of the United States

☒ which is identified by Pennie & Edmonds LLP docket no. 8656-022

☒ which was filed on February 3, 1998 as Application No. 09/018,125

and WHEREAS, THE CLEVELAND CLINIC FOUNDATION, 9500 Euclid Avenue, Cleveland, Ohio 44195, ASSIGNEE is desirous of obtaining my entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, and for other good and valuable consideration pursuant to the terms and conditions of the Major Policies for the Professional Staff of the Cleveland Clinic, that were effective October, 1995, We, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

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 or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that WE have full right to convey our entire interest herein assigned, and that WE have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that WE will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, WE hereunto set my hand and seal this ____ day of _____, 1998.

L.S.

Robert H. Silverman

State of _____)
) SS.:
County of _____)

On this _____ day of _____, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT H. SILVERMAN, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Notary Public.

PATENT

REEL: 9411 FRAME: 0131

PENY4-691076.1

Date: 8-6, 1998

Seiji Kondo
Seiji KONDO

L.S.

State of Ohio)
County of Cuyahoga) SS.:

On this 6th day of August, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Seiji KONDO, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Martina E. Steele
Notary Public.

Date: 6th August, 1998

John K. Cowell
John K. Cowell

L.S.

State of Ohio)
County of Cuyahoga) SS.:

On this 6th day of August, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared John K. Cowell, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Martina E. Steele
Notary Public.

MARTINA E. STEELE
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
Exp. Comm. Expires 06-29-02

Date: _____, 1998

Guiying LI

L.S.

State of)
County of) SS.:

On this _____ day of _____, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Guiying LI, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Notary Public.

ASSIGNMENT

☒ which is identified by Pennie & Edmonds LLP docket no. 8656-022

☒ which was filed on February 3, 1998 as Application No. 09/018,125

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, and for other good and valuable consideration pursuant to the terms and conditions of the Major Policies for the Professional Staff of the Cleveland Clinic, that were effective October, 1995, We, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

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 or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that WE have full right to convey our entire interest herein assigned, and that WE have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that WE will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, WE hereunto set my hand and seal this _____ day of _____, 1998.

Robert H. Silverman L.S.

State of)
) SS.:
County of)

On this _____ day of _____, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT H. SILVERMAN, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Notary Public.

Date: _____, 1998 _____ L.S.
Seiji KONDO

State of _____)
) SS.:
County of _____)

On this _____ day of _____, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Seiji KONDO, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

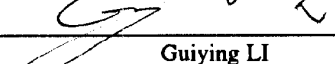
Notary Public.

Date: _____, 1998 _____ L.S.
John K. Cowell

State of _____)
) SS.:
County of _____)

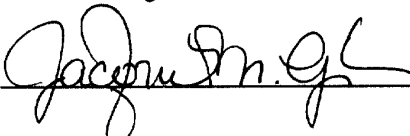
On this _____ day of _____, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared John K. Cowell, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Notary Public.

Date: July 30, 1998 _____ L.S.

Guiying LI

State of) CT
) SS.:
County of New Haven)

On this 30th day of July, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Guiying LI, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.


Notary Public.

My Commission Expires April 30, 2003