09-28-1998



ET

Attorney Docket Number

7326-073

Express Mail No.: TB 686 626 26X US

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):	2. Name and address of receiving party(ies):
Spyridon Artavanis-Tsakonas, Huilin Qi and Matthew D. Rand	Name: Howard Hughes Medical Institute Address: 4000 Jones Bridge Road
Additional name(s) of conveying party(ies) attached? Yes X No	
3. Nature of conveyance:	Chevy Chase, Maryland 20815
☐Security Agreement ☐ Change of Name	Country (if other than USA):
□Other	<u>.</u>
Execution Date: September 2, 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) 09/121,457 filed July 23, 1998	B. Patent No.(s)
Additional numbers attached? Yes No	
5. Name and address of party to whom correspondence concerning document should be mailed:	Number of applications and patents involved:
PENNIE & EDMONDS LLP 1155 Avenue of the Americas	7. Total fee (37 C.F.R. 3.41):
New York, NY 10036	8. Deposit account number: 16-1150
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.	
Adriane M. Antler 32,605 Manage W. Cartle September 23, 1998 Name of Person Signing Reg. No. Signature Date	
Total number of pages including cover sheet:	

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

00000039 161.150

09121457

40.00 CH 01 FC:581

PENY4-743959.1

REEL: 9467 FRAME: 0408

ASSIGNMENT

Assignment made by Spyridon Artavanis-Tsakonas, Huilin Qi and Matthew D. Rand (herein called "Inventors"), citizens of the United States, People's Republic of China, and the United States, respectively, respectively residing at 192 Ridgewood Avenue, Hamden, Connecticut 06517, 32 Kenwood Lane, Branford, Connecticut 06405, and 17 Wilford Avenue, Branford, Connecticut 06405, to the Howard Hughes Medical Institute, a Delaware corporation (the "Institute").

Recitals

WHEREAS, Inventors are employees of the Institute and, as a condition of each of his/her employment, has signed the Agreement appended to the Institute's Statement of Policy on Intellectual Property (the "Intellectual Property Agreement");

WHEREAS, pursuant to the Intellectual Property Agreement, each of the Inventors has agreed (a) to assign to the Institute all rights he/she may acquire in any invention, discovery, improvement, patent rights thereon, and 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; and (b) to execute any agreements that may be desired by the Institute in connection with such assignment;

WHEREAS, the inventors are co-inventors of the invention ("Invention") in ACTIVATED FORMS OF NOTCH AND METHODS BASED THEREON, for which they have executed an application for a Patent of the United States which is identified by Pennie & Edmonds LLP docket no. 7326-073, which was filed on July 23, 1998, Serial No. 09/121,457;

WHEREAS, Inventors seek to make a formal assignment of each of his/her interests in the Invention to the Institute, and the Institute desires the execution of a formal assignment of all of each Inventor's right, title, and interest in the Invention.

NOW, THEREFORE, in consideration of the promises contained 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 Inventors, the Inventors agree as follows:

Assignment. The Inventors have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Institute, its successors, legal representatives and assigns, our 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

PENY4-735917.1

PATENT REEL: 9467 FRAME: 0409 country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND the Inventors 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 Institute, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND the Inventors hereby covenant and agree that they have full right to convey their entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict herewith.

AND the Inventors hereby further covenant and agree that they will communicate to the said Institute, its successors, legal representatives and assigns, any facts known to them 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 Institute, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Invention in all countries.

- 2. <u>Parties</u>. The terms and provisions of this Assignment shall inure to the benefit of the Institute and its successors and assigns and shall be binding on the Inventors and each of his/her heirs, personal representatives and assigns.
- 3. Warranty. The Inventors warrant and represent that each of them 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 Inventors to make the assignment contained herein.

IN TESTIMONY WHEREOF, to day and year set opposite their respective	the Inventors hereunto set their hands and seals the
Inventor:	That
_	SPYRIDON ARTAVANIS-TSAKONAS

State/Commonwealth of CONNECTICUT
County of MEW XINVEN

Then personally appeared before me the above-named <u>SPYRIDON</u>

ARTAVANIS-TSAKONAS and acknowledged that he executed the foregoing instrument as his free act and deed this ______ day of <u>SPOTEMBER</u>, 1998.

JANET A. BUSZINGEK (print name)

(SEAL)

My Commission expires 09 130 199

- 2 - PENY4-735917.1

State/Commonwealth of CONNECTICUT County of MEW KRUEN Then personally appeared before me the above-named HUILIN QI and acknowledged that she executed the foregoing instrument as her free act and deed this _____ day of <u>SEPTEMBER</u>, 1998. JANET A. BUDZINACK (print name) (SEAL) My Commission expires <u>69/30/9</u>9 Inventor: Mattew D. Tand State/Commonwealth of CONNECTICUT County of NEW NAVEN Then personally appeared before me the above-named <u>MATTHEW D. RAND</u> and acknowledged that he executed the foregoing instrument as his free act and deed this 2 NED day of SEPTEMBER 1998. Janes M. Budenu Wothery Public JANES N. BINZINNCK (print name) (SEAL)

- 3 -

RECORDED: 09/23/1998

PENY4-735917.1

PATENT REEL: 9467 FRAME: 0411

My Commission expires 09/30/99