

10-07-1998



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PATENT

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- Resubmission (Non-Recordation)

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- Secret File

MRD 10-5-98

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name	Execution Date		
	Month	Day	Year
Laura E. Niklason	09	09	1998
Jinming Gao	09	08	1998
Robert S. Langer	09	14	1998
	/	/	
	/	/	

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Mark if additional names of receiving parties attached

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Mail documents to be recorded with required cover sheet(s) information to:
Box Assignment, Commissioner of Patents and Trademarks, Washington, DC 20231

PATENT
REEL: 9486 FRAME: 0243

Correspondent Name and Address

Area Code and Telephone Number (617) 248-7000

Name Patent Administrator

Address (line 1) Testa, Hurwitz & Thibeault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

Pages Enter the total number of pages of the attached conveyance document including any attachments.

Copies of Three (3) Assignments (total of 6 pages)

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

Grid for entering application and patent numbers. Includes entry 09/109,427.

Patent Cooperation Treaty (PCT)

Form for entering PCT application numbers.

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment: Enclosed [X] Deposit Account []

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number # 20-0531

Authorization to charge additional fees: Yes [X] No []

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. Charges to deposit account are authorized, as indicated herein.

Michael J. Twomey Name of Person Signing

[Signature] Signature

Sept. 30, 1998 Date

ASSIGNMENT

WHEREAS, I, Laura E. Niklason, along with Jinming Gao and Robert S. Langer, am a co-inventor of one or more inventions described and disclosed in the following application for Letters Patent of the United States:

TITLE: Tissue-Engineered Constructs
SERIAL NO.: 09/109,427
FILED: July 2, 1998;

WHEREAS, the Massachusetts Institute of Technology (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having a usual place of business at 77 Massachusetts Avenue, Cambridge, Massachusetts, 02139, desires to acquire an interest therein, in accordance with agreements duly entered into with me;

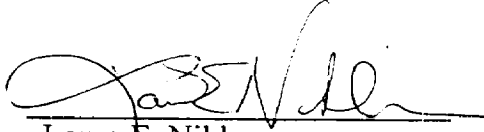
NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with my entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under international convention; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made; I hereby convey all of my rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of my entire right, title and interest therein;

AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving

of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved;

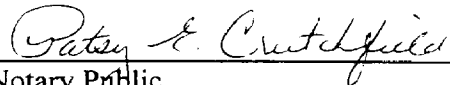
AND, I hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, I have hereunto set my hand on the date set forth below.

Inventor: 
Laura E. Niklason

Commonwealth of Massachusetts)
County of Orange, NC) ss

Subscribed and sworn to before me, by the above-named Laura E. Niklason this 9th day of September, 1998.


Notary Public
My Commission Expires: 6/15/2000.

ASSIGNMENT

WHEREAS, I, Jinming Gao, along with Laura E. Niklason and Robert S. Langer, am a co-inventor of one or more inventions described and disclosed in the following application for Letters Patent of the United States:

TITLE: Tissue-Engineered Constructs
SERIAL NO.: 09/109,427
FILED: July 2, 1998;

WHEREAS, the Massachusetts Institute of Technology (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having a usual place of business at 77 Massachusetts Avenue, Cambridge, Massachusetts, 02139, desires to acquire an interest therein, in accordance with agreements duly entered into with me;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with my entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under international convention; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made; I hereby convey all of my rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of my entire right, title and interest therein;

AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving

of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved;

AND, I hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, I have hereunto set my hand on the date set forth below.

Inventor: *Jinming Gao*
Jinming Gao

Ohio
~~Commonwealth of Massachusetts~~)
County of *Cuyahoga*) ss

Subscribed and sworn to before me, by the above-named Jinming Gao this 8 day of September, 1998.

Therese A. Michemfelden aka Therese
Notary Public
My Commission Expires: *4/24/2000* *A. Geiger*
Cuyahoga
Ohio

395MJT5473/89.638937-1

ASSIGNMENT

WHEREAS, I, Robert S. Langer, along with Laura E. Niklason and Jinming Gao, am a co-inventor of one or more inventions described and disclosed in the following application for Letters Patent of the United States:

TITLE: Tissue-Engineered Constructs
SERIAL NO.: 09/109,427
FILED: July 2, 1998;

WHEREAS, the Massachusetts Institute of Technology (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having a usual place of business at 77 Massachusetts Avenue, Cambridge, Massachusetts, 02139, desires to acquire an interest therein, in accordance with agreements duly entered into with me;

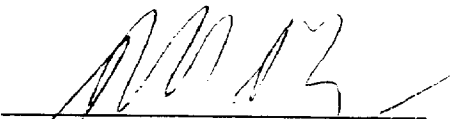
NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with my entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under international convention; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made; I hereby convey all of my rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of my entire right, title and interest therein;

AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving

of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved;

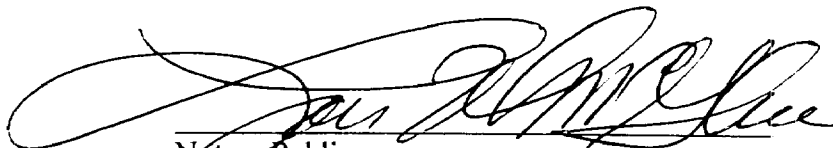
AND, I hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, I have hereunto set my hand on the date set forth below.

Inventor: 
Robert S. Langer

Commonwealth of Massachusetts)
County of Suffolk) ss

Subscribed and sworn to before me, by the above-named Robert S. Langer this 14 day of September, 1998.


Notary Public
My Commission Expires: 9-29-2000

395MJT5473/89.638937-1

SL