

11-03-1998

U.S. DEPARTMENT OF COMMERCE



R SHEET

Patent and Trademark Office
Docket No. 221612000521

100865994

10-19-98

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Leroy B. TOWNSEND
John C. DRACH

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Other

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

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

Name: **The Regents of the University of Michigan**
Internal Address:
Street Address: **Room 2071, 3003 South State Street**
City: **Ann Arbor** State: **Michigan** ZIP: **48109-1280**

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: **05 Oct 1998 and 23 Sept 1998**

Additional name(s) & address(es) attached? Yes No

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) B. Patent No.(s)
09/124,484

Additional numbers attached? Yes No

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

Antoinette F. Konski
Morrison & Foerster LLP
755 Page Mill Road
Palo Alto, California 94304-1018

6. Total number of applications and patents involved: **ONE (1)**

7. Total fee (37 C.F.R. § 3.41): **\$40.00**

Enclosed
 Authorized to be charged to deposit account, referencing Attorney Docket 203442139200

8. Deposit account number: **03-1952**

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to **Deposit Account No. 03-1952**.

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.

Name: **Antoinette F. Konski** *Antoinette Konski* **Oct. 12, 1998**
Registration No: **34,202** Signature Date

Total number of pages comprising cover sheet, attachments and document: **TWO (2)**

Mail documents to be recorded with required cover sheet information to:

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11/02/1998 SBURNS 00000052 09124484

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pa-310615

PATENT
REEL: 9544 FRAME: 0302

ASSIGNMENT, JOINT

THIS ASSIGNMENT, by **Leroy B. TOWNSEND**, and **John C. DRACH**, both residing at **Ann Arbor, Michigan, U.S.A.**, (collectively hereinafter referred to as "said Assignors"), witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in **LYXOFURANOSYL BENZIMIDAZOLES AS ANTIVIRAL AGENTS** (hereinafter referred to as "said inventions"), set forth in an application for patent of the United States of America, bearing Serial No. **09/124,484** and filed on **29 July 1998** (hereinafter referred to as "said filed patent application"); and

WHEREAS, **The Regents of the University of Michigan**, a constitutional corporation of the state of Michigan and having its principal place of business at **Wolverine Tower, Room 2071, 3003 South State Street, Ann Arbor, Michigan 48109-1280, U.S.A.** (hereinafter referred to as "said Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, and said filed patent application, and in and to any and all Letters Patent or Patents, United States of America or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, and to the extent that they have not already done so, said Assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, said filed patent application, any and all Letters Patent or Patents in the United States of America or any foreign country which may be granted therefor and thereon, any and all applications for Letters Patent or Patent in the United States of America or any foreign country for said inventions, any and all divisional, continuation, or continuation-in-part applications for Letters Patent or Patent in the United States of America or any foreign country for said inventions, any and all reissues or extensions of any Letters Patent or Patent in the United States of America or any foreign country for said inventions, any and all applications for Letters Patent or Patent in the United States of America or any foreign country claiming priority benefit of said filed patent application, and all rights under the International Convention for the Protection of Industrial Property for said inventions, the same to be held and enjoyed by said Assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.

AND for the same consideration, said Assignors hereby covenant and agree to and with said Assignee, its successors, legal representatives and assigns, that said Assignors will, whenever counsel of said Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, said filed patent application, or Letters Patent or Patents, United States of America or foreign, for said inventions, including interference proceedings, is lawful and desirable, or that any application for Letters Patent or Patent, United States of America or foreign, for said inventions, any divisional, continuation, or continuation-in-part application for Letters Patent or Patent, United States of America or foreign, for said inventions, any reissue or extension of any Letters Patent or Patent, United States of America or foreign, for said inventions, or any application for Letters Patent or Patent in the United States of America or any foreign country claiming priority benefit of said filed patent application, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents, United States of America or foreign, for said inventions, without charge to said Assignee, its successors, legal representatives and assigns, but at the cost and expense of said Assignee, its successors, legal representatives and assigns.

5 Oct 98
Date

Leroy B. Townsend
Leroy B. TOWNSEND

9/23/98
Date

John C. Drach
John C. DRACH