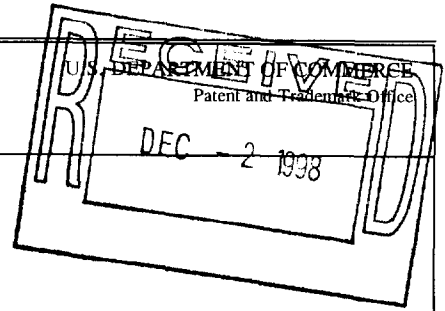


*MW* 12-2-98

12-14-1998



100920683



**Box Assignments**

**Commissioner of Patents and Trademarks  
Washington, D.C. 20231**

Express Mail No. EM593269414US  
 Certified Mail

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

1. Name of conveying party(ies):  
**University of Maryland, Baltimore**  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: **Victoria Beck**  
Internal Address: \_\_\_\_\_  
Street Address: **11 McIntosh Lane, Bedford, NH 03110**  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: October 19, 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)  
**60/047,049**  
**09/080,631**

B. Patent No.(s)  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
**Bourque & Associates, P.A.**  
**835 Hanover Street, Suite 303**  
**Manchester, NH 03104**  
  
BECK-002XX

6. Total number of applications and patents involved: **[ 3 ]**  
7. Total fee (37 CFR 3.41):..... \$ **80.00**  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
02-3285  
(Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.  
**To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.**  
**Daniel J. Bourque, Esquire**  
Name of Attorney of Record  
Attorney Registration No. 35,457

*[Signature]*  
Signature

12-2-98  
Date

Total number of pages including cover sheet, attachments and document: **[ 9 ]**

12/10/1998 JMT/KLS 00000011 60047049 80000000

**PATENT ASSIGNMENT AGREEMENT**

Effective this 19th day of October, 1998, the University of Maryland, Baltimore, a public institution of higher education organized and existing under the laws of the state of Maryland, with an address of 520 West Lombard Street, Suite 200, Baltimore, Maryland 21201-1627 (hereinafter "The University") and Victoria A. Beck, a citizen of the United States of America residing at 11 McIntosh Lane, Bedford, New Hampshire 03110 (hereinafter "Mrs. Beck") hereby agree as follows.

**WITNESSETH:**

**WHEREAS**, The University is the owner of Applications for United States Letters Patent Nos. 60/047,049 and 09/080,631 filed May 19, 1997 and May 18, 1998, respectively, and International Patent Application No. PCT/US98/10224 filed under the Patent Cooperation Treaty on May 19, 1998;

**WHEREAS**, The University desires to assign the Patent Applications to Mrs. Beck;

**WHEREAS**, The University desires to obtain a license to practice the Diagnostic Method described therein and Mrs. Beck is willing to grant such a license; and

**WHEREAS**, The University desires the ability to conduct scientific and/or medical research with respect to the diagnostic and treatment methods described in the Patent Applications and Mrs. Beck does not object to the University having such ability.

NOW THEREFORE, in consideration of the premises, representations, warranties, covenants and agreements hereinafter made, the parties agree as follows:

1. **DEFINITIONS**

1.1 "Diagnostic Method" shall mean a method for aiding in the diagnosis of autism and performed by drawing a blood sample from a patient suspected of suffering from autism, analyzing the level of secretin and correlating the patient's secretin level with norms, such method described in the Patent Applications.

1.2 "Treatment Method" shall mean a method for treatment of autistic symptoms which relies upon secretin administered or produced as a result of stimulation as described in the Patent Applications.

1.3 "Patent Applications" shall mean: U.S. Provisional Patent Application Serial No. 60/047,049, entitled Method for Assisting in Differential Diagnosis and Treatment of Autistic Syndromes, filed May 19, 1997 in the name of Karoly Horvath, MD, Ph.D; U.S. Patent Application Serial No. 09/080,631, entitled Method for Assisting in Differential Diagnosis and Treatment of Autistic Syndromes, filed May 18, 1998 in the name of Karoly Horvath, MD, Ph.D.; and International Patent Application Serial No. PCT/US98/10224, entitled Method for Assisting in Differential Diagnosis and Treatment of Autistic Syndrome, filed May 18, 1998 in the names of The University and Karoly Horvath along with any continuations, continuations-in-part, divisionals, reissue and reexamined United States patent applications and patents originating and claiming priority from the Patent

Applications, as well as any and all foreign counterpart patent applications and patents.

1.4 "Patents" shall mean any patent issued by the United States or other foreign governmental entity stemming from the Patent Applications along with any continuations, continuations-in-part, divisional, reissue and reexamined United States patents originating and claiming priority from the Patent Applications, as well as any and all foreign counterpart patents.

1.5 "Improved Method" shall mean any method for assisting in and with the treatment of autistic syndromes, Pervasive Development Disorders (PDDs) and other conditions using secretin and derived through the use of the Treatment Method as allowed by Section 3.2 below.

## 2. ASSIGNMENT AND RESERVATION OF RIGHTS

2.1 For good and valuable consideration, including the reservation of rights and reimbursement of certain patent fees as set forth below in this agreement, the receipt and sufficiency of which is acknowledged, The University hereby assigns to Mrs. Beck its entire right, title and interest in and to the Patent Applications, subject only to the reservation of rights set forth in Section 3 below, to be held and enjoyed by Mrs. Beck as fully and entirely as the same would have been held and enjoyed by The University if this assignment had not been made.

## 3. RESERVATION OF RIGHTS

3.1 The University hereby reserves and Mrs. Beck hereby ~~acknowledges~~ acknowledges the University's exclusive right to practice

and have practiced the Diagnostic Method. This reservation of rights cannot be terminated by Mrs. Beck for any reason following issuance of any Patent covering the diagnostic method.

3.2 The University hereby reserves and Mrs. Beck hereby acknowledges the University's non-exclusive reservation of its right to practice and have practiced on its behalf the Treatment Method and any Improved Method following issuance of any patent covering either or both for the following use only: medical research supported by the University itself (from its own funds); or medical research supported by Governmental and non-profit organizations. This reservation of rights is personal to the University and cannot be transferred or assigned by the University. Further, the reservation of rights can be terminated as set forth below in section 3.4.

3.3 The University hereby agrees to disclose to Mrs. Beck any Improved Method, and hereby grants to Mrs. Beck a non-exclusive, royalty free, world wide license under the University's rights in such Improved Method, to practice and have practiced the Improved Method under the terms and conditions set forth herein.

3.4 In the event that Mrs. Beck sells, assigns, licenses or otherwise transfers and/or licenses any or all of her rights under the Patent Applications and/or resulting Patents to a third party, the reservation of rights retained by The University in Section 3.2 herein can be terminated, without cause, either by Mrs. Beck or her licensee, assignee or transferee upon sixty (60) days written notice to the University.

4. **WARRANTIES AND REPRESENTATIONS**

4.1 The University warrants that it is the sole owner of all right, title and interest in and to the Patent Applications and that it has not granted any licenses or entered into any agreements that would conflict with the Assignment contained herein.

5. **INDEMNIFICATION**

5.1 The University agrees to indemnify and hold harmless Mrs. Beck, her heirs, executors and assigns, from and against any and all claim, cause of action or award of any nature, including attorney's fees, arising out of the University's use of the Diagnostic Method, Treatment Method or any Improved Method. The University's obligations under this section are subject to the appropriation of funds sufficient to satisfy a claim and designated in the University's State appropriation for payment of claims of this nature.

6. **NOTICES**

6.1 Any notices required under this Agreement, including the disclosure of any Improved Method, shall be in writing and delivered to the parties at the addresses set forth below. Any party may, by notice to the other party, change its address for the receipt of notices. Notices shall be given by registered mail, return receipt requested, and all notices shall be effective upon receipt by the addressee. The addresses of the parties for notice are:

The University

University of Maryland, Baltimore  
520 West Lombard Street, Suite 200  
Baltimore, MD 21201-1627  
Attn.: Susan Gillette, Senior University Counsel

Mrs. Beck

Victoria A. Beck  
11 McIntosh Lane  
Bedford, NH 03110

7. **TERM & TERMINATION OF LICENSE**

- 7.1 The Reservation of Rights by the University and acknowledged by Mrs. Beck shall commence on the effective date hereof and, subject always to the powers of termination conferred upon the parties by the terms of this Agreement, shall continue until the last to expire of the Patents.
- 7.2 In the event that The University shall substantially fail to perform its obligations or fail to abide by the conditions herein required to be performed or fulfilled, and if any default shall continue for thirty (30) days after receipt of written notice thereof from Mrs. Beck, Mrs. Beck shall have the right to terminate this Agreement and the Reservation of Rights any time after the expiration of such thirty (30) day period. Any right to terminate this Agreement, pursuant to this paragraph, shall be in addition to, and shall not be exclusive of, or prejudicial to, any other rights or remedies Mrs. Beck may have on account of the default of the University. No waiver by Mrs. Beck of any breach of any of the provisions herein contained to be performed by the University shall be construed as a waiver of any succeeding breach of the same or any other provision hereof.
- 7.3 The University may, at its sole option, give up and/or terminate either or both of the Reservation of Rights

retained by it at any time and for any reason by providing written notice to Mrs. Beck certifying that it is no longer practicing the Diagnostic and/or Treatment Method, in which case all rights in and to the terminated Reservation of Rights shall immediately revert to Mrs. Beck, her assignee or licensee.

8. GENERAL

- 8.1 Any modification to this Agreement must be in writing and signed by Mrs. Beck and a duly authorized representative of The University.
- 8.2 Any forbearance, express or implied, by either party of any right under this Agreement shall not constitute a waiver of any rights hereunder for a failure to perform or for a breach of contract by the other party.
- 8.3 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, negotiations, oral representations or discussions and understandings on the subject matter hereof.
- 8.4 Mrs. Beck will advise the University promptly of all Office Actions relating the Patent Applications. If the University proposes to respond to any office actions affecting the rights in the Diagnostic Method, the University will submit its response in completed form through Mrs. Beck's patent counsel, at the University's expense and in a format and medium reasonably requested by Mrs. Beck's patent counsel. Mrs. Beck, as owner of the patent applications, will authorize her patent counsel to submit any response suggested by the University which is reasonable, timely and



does not affect or prejudice Mrs. Beck's rights in the Treatment Method or the Improved Method.

8.5 Should Mrs. Beck elect to abandon any Patent Application or resulting Patent without having licensed or assigned her rights in such Patent Application or Patent, Mrs. Beck will notify the University. If the University notifies Mrs. Beck within 14 days that it requests the Mrs. Beck abandon only that part of the Patent Application or the Patent which relates to the Treatment method, Mrs. Beck will abandon only that part and will assign to the University her interest in the claim or claims relating to the Diagnostic Method. Any expenses incurred to effect such assignment will be borne by The University.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

UNIVERSITY OF MARYLAND,  
BALTIMORE

By: *Joanna Boughman*  
Name: Joann A. Boughman, Ph.D.  
Title: Vice President for Academic Affairs  
Date: 10/19/98

VICTORIA A. BECK

By: *Victoria A. Beck*  
Name: Victoria A. Beck  
Date: 10/24/98

Bourque & Associates, P.A.  
835 Hanover Street, Suite 303  
Manchester, NH 03104  
Telephone: (603) 623-5111  
Facsimile: (603) 624-1432

Date: December 2, 1998

HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

Attorney Docket No.: BECK-002XX

Sir:

In re application of: University of Maryland, Baltimore  
Entitled: METHOD FOR ASSISTING IN DIFFERENTIAL DIAGNOSIS AND TREATMENT OF AUTISTIC SYNDROME

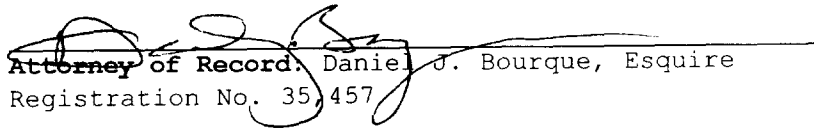
Transmitted herewith is a Recordation Form Cover Sheet in the above-identified application. The following checked items are applicable:

- Recordation Form Cover Sheet;
- Patent Assignment Agreement; and
- a check in the amount of \$80.00 to cover the applicable recordation fees.
- Other:

- The Commissioner is hereby authorized to charge payment of any additional filing fees under \$1.16 associated with this communication or credit any overpayment to Deposit Account No. 02-3285.

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail in an envelope addressed to: Honorable Commissioner of Patents and Trademarks, Washington, D.C. on December 2, 1998.

SUBMIT IN TRIPLICATE

  
Attorney of Record: Daniel J. Bourque, Esquire  
Registration No. 35,457