

01-20-1999

FORM PTO-1595 (modified)
(Rev. 6-93)

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IEET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

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

1 Name of conveying party(ies):

Herbert J. EVANS and Manjunatha Kini

Name and address of receiving party(ies)

Name: VIRGINIA COMMONWEALTH UNIVERSITYAdditional name(s) of conveying party(ies) attached? No

Internal Address:

3. Nature of conveyance:

☒ Assignment
☐ Security Agreement
☐ Other

☐ Merger
☐ Change of Name
Execution Date: September 30, 1997Street Address: 1101 East Marshall StreetCity: Richmond, State: VA ZIP: 23298-0614Additional name(s) & address(es) attached? 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: N/A

A. Patent Application No.(s)

08/532,818
08/933,402
08/934,222
08/933,843
08/934,223
08/934,224
09/207,621

B. Patent No.(s)

Additional numbers attached? No

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

Name: FOLEY & LARDNERInternal Address: John P. IsacsonStreet Address: 3000 K Street, N.W., Suite 500City: Washington, State: D.C. ZIP: 200076. Total number of applications and patents involved: 77. Total fee (37 C.F.R. § 3.41). \$280.00☒ Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 19-0741

(Attach duplicate copy of this page if paying by deposit account)

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280.00 DP

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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.*John P. Isacson

Name of Person Signing

Signature

January 15, 1999

Date

Total number of pages including cover sheet, attachments, and document: 11

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

PATENT
REEL: 9702 FRAME: 0311

Reproduction of Schedule A

Schedule A of the Assignment of Evans and Kini

The following patent applications are being assigned by Evans and Kini to the UNIVERSITY:

- (1) U.S. Patent Application Serial No. 08/051,741
- (2) U.S. Patent Application Serial No. 08/143,364
- (3) International Application No. PCT/US94/04294
- (5) Canadian Application No. 2,161,108
- (6) U.S. Application Serial No. 08/532,818
- (7) U.S. Divisional Application of U.S. Application Serial No. 08/532,818, currently Foley & Lardner Docket No. 60808-107, and awaiting U.S. Serial Number
- (8) U.S. Divisional Application of U.S. Application Serial No. 08/532,818, currently Foley & Lardner Docket No. 60808-108, and awaiting U.S. Serial Number
- (9) U.S. Divisional Application of U.S. Application Serial No. 08/532,818, currently Foley & Lardner Docket No. 60808-109, and awaiting U.S. Serial Number
- (10) U.S. Divisional Application of U.S. Application Serial No. 08/532,818, currently Foley & Lardner Docket No. 60808-110, and awaiting U.S. Serial Number
- (11) U.S. Divisional Application of U.S. Application Serial No. 08/532,818, currently Foley & Lardner Docket No. 60808-111, and awaiting U.S. Serial Number

ASSIGNMENT

WHEREAS, Herbert J. Evans and Manjunatha Kini, of Virginia, being employees or former employees of Virginia Commonwealth University, have inventions entitled:
"Polypeptides that include conformation constraining groups which flank a protein-protein interaction site."

WHEREAS, Virginia Commonwealth University, a corporate instrumentality of the Commonwealth of Virginia, hereinafter referred to as **UNIVERSITY**, is desirous of acquiring certain rights thereunder; and

WHEREAS, the invention was made using facilities and resources controlled by the **UNIVERSITY**; and

WHEREAS, Virginia Commonwealth University's Intellectual Properties Policy, which applies to us as employees of Virginia Commonwealth University pursuant to Section 23-4.3.3 of the Code of Virginia provides, among other things, that inventions made using facilities and resources controlled by the **UNIVERSITY** become the property of the **UNIVERSITY**, and that **UNIVERSITY** employee-inventors are obligated to assign their rights in the invention and any patent applications) and any patent(s) issued thereon to the **UNIVERSITY**;

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, We agree to and do hereby sell, assign and transfer unto said **UNIVERSITY** the entire right, title, and interest in and throughout the United States of America (including its possessions and dependencies) and all countries foreign thereto, in and to said invention (whether patentable or not), and any and all patents and patent applications identified in appended schedule A, said patent applications including all divisional, renewal, substitute, continuation and International Convention applications based in whole or in part upon said inventions or upon said applications, and any and all patents and reissues, reexaminations and extensions of patents granted for said inventions or upon said applications and every priority right based upon international treaties that is or may be predicated upon or arise from said inventions, said applications, and said patents; said Assignee being hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the undersigned or in the name of said Assignee or otherwise as said Assignee may deem advisable under the International Convention or otherwise; the Commissioner of Patents and Trademarks of the United States of America being hereby authorized to issue or transfer all said patents to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned right is not encumbered by any grant, license, or other right theretofore given, and that the undersigned will do all acts reasonably serving to ensure that the said inventions, patent applications and [patents shall be held and enjoyed by said Assignee as fully and entirely as the same could have been held and enjoyed by the undersigned if this assignment had not been made, and particularly to execute and deliver to said Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, and lawful affidavits in form and substance which may be

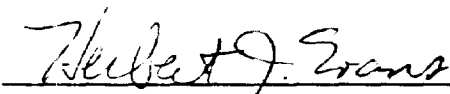
requested by said Assignee, to furnish said Assignee with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may be of said inventions, and to testify in any proceedings relating to said inventions, patent applications and patents.

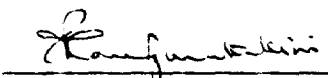
AND we hereby agree for ourselves, and for our heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any applications for patents and the like for any country that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said several patents or any of them;

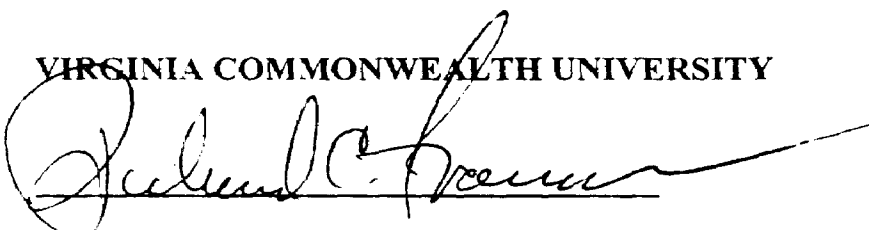
AND in addition we agree that any and all royalties, rents, payments or any receipts from the sale, assignment, transfer licensing or use of said invention, whether patented or not, which are received by the said **UNIVERSITY** shall be the property of the **UNIVERSITY** with the understanding that we will receive a percentage of said royalties, rents, payments, or receipts pursuant to and in accordance with the Virginia Commonwealth University Intellectual Properties Policy as adopted May 20, 1988 or as amended or superseded thereafter; or as otherwise agreed to by the University and the undersigned now or in the future.

AND we do hereby covenant for ourselves and our legal representatives and agree with said **UNIVERSITY**, its successors and assigns that we have granted no right or license to make, use or sell said invention to anyone except said **UNIVERSITY**, that prior to the execution of this deed our right, title and interest in said invention had not been otherwise encumbered, and that we have not executed and will not execute any instrument in conflict herewith.

Executed this 30th day of Sept, 1997.


Herbert J. Evans, Ph.D.


Marjunatha Kini, Ph.D.

VIRGINIA COMMONWEALTH UNIVERSITY

Title: Richard C. Franson, Ph.D.
Director, Office of Technology Transfer

Commonwealth of Virginia
City of Richmond, to-wit:

Subscribed and sworn to before me this 30 th day of Sept, 1997.

My Commission Expires: January 31, 2001

Alma C. Sine

Notary Public