

BOX ASSIGNMENTS

01-25-1999

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TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS:

SIR PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. NAME OF CONVEYING PARTY(IES) (ASSIGNORS(S)):

1. FRANCIS GOWLAND HUTCHINSON

3.

5.

7.

2.

4.

6.

8.

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? ☐ YES ☒ NO

2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:

NAME: ZENECA Limited

ADDRESS: 15 Stanhope Gate, London W1Y 6LN, United Kingdom

ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED? ☐ YES ☒ NO

3. NATURE OF CONVEYANCE (DOCUMENT):

(Submit herewith only one document for recordation—multiple copies of same Assignment signed by different inventors is one document)☒ ASSIGNMENT OF ☒ WHOLE ☐ PART INTEREST

EXEC. DATE: May 13, 1999

☐ CHANGE OF NAME ☐ VERIFIED TRANSLATION☐ SECURITY ☐ MERGER ☐ OTHER

EXECUTION DATE(S) ON THE DECLARATION IF FILED HERewith: (NOTE: IF DATES ON DECLARATION AND ASSIGNMENT DIFFER SEE ATTY!)

4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached? ☐ YES ☒ NOA. PAT. APP. NO.(S)
series code/serial
no

M#

1st INVENTOR
if not in item 1

B. PATENT NO(S)

M#

1st INVENTOR
if not in item 1

08/473,303

213962

Hutchinson

5. Name & Address of Party to Whom Correspondence
Concerning Document Should be Mailed:Pillsbury Madison & Sutro LLP
Intellectual Property Group
1100 NEW YORK AVENUE, N.W.
NINTH FLOOR, EAST TOWER
WASHINGTON, D.C. 20005-3918

6. NUMBER INVOLVED:

APPLNS 1 + PATS _____ = TOTAL 1

7. AMOUNT OF FEE ENCLOSED: (Code 581)

ABOVE TOTAL x \$40 = \$40

5.5 ATTY DKT

8. IF ABOVE FEE IS MISSING OR INADEQUATE CHARGE
INSUFFICIENCY TO DEPOSIT ACCOUNT NUMBER: 03-3975

PMS 213962

PHM.36986/US/A

UNDER ORDER NO

9901

213962

MATTER NO.

CLIENT REF.

dup. sheet not required

CLIENT NO.

MATTER NO.

01/22/1999 DCOATE5 00000010 08473303

01/22/1999 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.

Signature

Attorney: Donald J. Birc

Reg. No. 25323

Atty/Sec: DJB/mk

TEL: (202) 861-3027

Date: January 8, 1999

FAX: (202) 822-0944

10. Total number of pages including this
cover sheet, attachments and document
(do not file dup. Cover sheet)

4

FILE WITH PTO RETURN RECEIPT (PAT-103A)

PAT 114X 3/96

PATENT
REEL: 9706 FRAME: 0801

ASSIGNMENT

WHEREAS, I/We,

FRANCIS GOWLAND HUTCHINSON

29 Woodlands Drive, Lymm, Cheshire WA13 0BL, England

have invented and own a certain invention entitled:

SALTS OF PEPTIDES WITH CARBOXY-TERMINATED POLYESTERS

which is fully set forth and described in:

X

(a) ----- the United States patent application I, as the sole inventor
(if only one name is listed above) or as a joint inventor
(if plural names are listed above), am executing before the
filing thereof and on the same date as I/we am/are executing
this Assignment, which is the date appearing next to my/our
signature below and I/we hereby authorize an attorney of record
to insert here in parenthesis (application serial no: -----
and filing date: -----) the filing date and application
serial number of said application when known; or

(b) ----- United States patent application serial number -----,
filed on -----.

WHEREAS, ZENECA Limited having its head office at Imperial Chemical House, 9 Millbank, London SW1P 3JF, United Kingdom is desirous of acquiring the entire right, title and interest in and to the inventions described in said specification, all applications filed or to be filed for Letters Patent therefor and all Letters Patent granted or to be granted therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, I/we, by these presents, and intending to be legally bound, do hereby sell, assign, and transfer unto the said ZENECA Limited its successors and assigns, the entire right, title and interest in and to the inventions described in said specification and the application for United States Letters Patent therefor, all applications for Letters Patent therefor which I may subsequently file in countries foreign to the United States and all original and reissued patents granted to me/us for said inventions and all divisions and continuations of said applications, including the subject matter of any and all claims which may be obtained in every such patent and the right, where such right can be legally exercised, in its own name to apply for and obtain patents therefor in countries foreign to the United States of America, including the full right to claim for any such application the benefits of the International Convention as fully and entirely as I/we could have done if the application had been filed in my/our name(s), the entire interest in any Letters Patent which may be granted on any such application in such foreign countries and all improvements on said inventions or variations thereof which I/we may have made or may make hereafter, all of said inventions, applications, Letters Patents and improvements or variations to be held and enjoyed by the said ZENECA Limited its successors and assigns, for their own use and behalf, as fully and entirely as the same would have been held by me/us had this sale, assignment and transfer not been made;

AND I AGREE TO execute upon request and without further consideration any and all instruments and documents for the filing and prosecution of applications for Letters Patent, including original, divisional, continuing, and re-issue applications, for the inventions assigned hereunder and for the assignment of the entire right, title, and interest therein to ZENECA Limited its successors and assigns;

AND I/WE AGREE to execute upon request and without further consideration any and all instruments and documents for the filing and prosecution of applications for Letters Patent, including original, divisional, continuing and re-issue applications, for the inventions assigned hereunder and for the assignment of the entire right, title and interest therein to ZENECA Limited, its successors and assigns;

AND I/WE DO 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 on applications as aforesaid, to issue any said Letters Patent to ZENECA Limited its successors and assigns, as sole assignee.

Francis Gowland Hutchinson
FRANCIS GOWLAND HUTCHINSON

[Date] *13th May 1993.*

[Date]

[Date]

[Date]

[Date]

[Date]

Witnesses;

Lynda M. Slack

[Date] *13th May 93.*

Mary Burgess

[Date] *13th May 93.*

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re PATENT APPLICATION of:

Group Art Unit: 1711

HUTCHINSON

Examiner: Nutter

Appln. No : 08/473,303

Allowed: Oct. 9, 1998

Filed: June 7, 1995

Batch No.: K28

FOR: SALTS OF PEPTIDES WITH CARBOXY-TERMINATED POLYESTERS

AMENDMENT UNDER 37 C.F.R §1.312

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

Date: January 8, 1998

Sir:

Pursuant to 37 C.F.R. §1.312, please enter the following minor amendments to the claims:

IN THE CLAIMS:

Claim 20, line 3, after "vehicle", insert "--", and delete lines 4-6 in their entirety.

Claim 23, line 2, change "homo-" to "--homo-polymer of lactic acid--.

Claim 26, line 6, change "caboxylic acid" to "--carboxy--.

Claim 27, line 6, change "caboxylic acid" to "--carboxy--.

Claim 29, line 10, change "caboxy ic acid" to "--carboxy--.

Claim 32, line 6, change "caboxylic acid" to "--carboxy--.

Claim 34, line 6, change "caboxylic acid" to "--carboxy--.

Claim 36, line 6, change "caboxylic acid" to "--carboxy--.

Claim 38, line 6, change "caboxylic acid" to "--carboxy--.

Claim 41, line 6, change "caboxylic acid" to "--carboxy--.

Claim 45, line 3, change "caboxylic acid" to "--carboxy--.

Claim 56, line 2, change "caboxylic acid" to --carboxy--.

REMARKS

The above amendments are made for the purpose of clarification and consistency, and in no way change the scope or meaning of the claims:

- The amendment to claim 20 deletes the last three lines thereof, which are redundant and in view of claims 17 and 18, upon which claim 20 is dependent, and may cause confusion. Deletion of these three lines from dependent claim 20 does not change the intended scope or meaning of the claim.
- The amendment to claim 23 is to correct a possible ambiguity in the claim as worded. The clear meaning of the claim is that the homo-polymer is of lactic acid and the co-polymer is of lactic acid and glycolic acid. The proposed amendment makes this clear.
- The amendment to claims 26, 27, 29, 32, 34, 36, 38, 41, 45 and 56 in each case changes the term "caboxylic acid" to --carboxy--. While the intended meaning of these claims is clear as presently written, the proposed amendment provides better consistency of the language within each claim. Thus, reference to "said polyester carboxy end groups" in these claims as amended is more consistent with the term "carboxy-terminated polyester" providing the antecedent basis for the amended term.

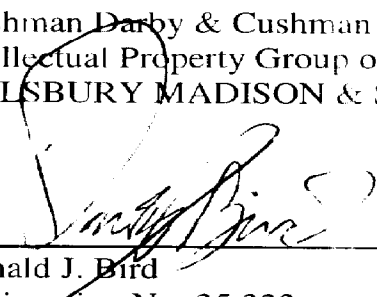
From the above, it is clear that these amendments are simply formal in nature, and do not change the scope or meaning of the claims. The desirability for these minor amendments only recently came to light during a comprehensive final review of the claims prior to payment of the issue fee. It is respectfully submitted that entry of these amendments will not impose an undue burden on the Examiner and most certainly will

not require an additional search. Under these circumstances, entry of these amendments is believed to be in order, and is respectfully requested.

Respectfully Submitted,

Cushman Darby & Cushman
Intellectual Property Group of
PILLSBURY MADISON & SUTRO LLP

By:



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