| Docket No.: WHI97-21p3N |
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| |
| nd address of receiving party(les) nitehead Institute for Biomedical Research ress: |
| |
| ss: Nine Cambridge Center |
| |
| mbridge State: MA ZIP: 02142 |
| me(s) & address(es) attached? [] Yes [X] No |
|] Yes [X] No |
| nber of applications and patents involved: [1] |
| (37 C.F.R. 3.41) \$ 40.00 |
| Enclosed Authorized to charge any deficiencies or credit any overpayment to deposit account Authorized to be charged to deposit account |
| ccount number: 08-0380 |
| duplicate copy of this page if paying by deposit account) |
| ACE |
| ACE correct and any attached copy is a true copy of the original |
| gner april 7, 1999 Date |
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Joint

ASSIGNMENT

WHEREAS, we, Andreas Stahl, David J. Hirsch, and Harvey F. Lodish, have invented a certain improvement in FATTY ACID TRANSPORT PROTEINS described in an application for Letters Patent of the United States, the specification of which:

| [] | States Patent Office; |
|-----|---|
| [X] | was filed on <u>January 14, 1999</u> as Application No. <u>09/232,191</u> ; |
| [] | was patented under U.S. Patent Noon |

WHEREAS, Whitehead Institute for Biomedical Research (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at Nine Cambridge Center, Cambridge, Massachusetts 02142 desires to acquire an interest therein in accordance with agreements duly entered into with us;

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, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with the entire right, title and interest in and to said application and such Letters Patent as may issue thereon; said invention, application 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 us had this assignment and sale not been made; we hereby convey all 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. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, 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 such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our 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, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do 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, we have hereunto set our hands and affixed our seals the date set forth below.

Andreas Stahl

State/Commonwealth

of Massachusetts

County of Middlesey

Then personally appeared before me the above-named Andreas Stahl and acknowledged that he executed the foregoing instrument as his free act and deed this 16th day of March, 1999.

(SEAL)

Cynthia W. Peterson (print name)

My Commission expires 4/5/02

Inventor:

David J. Hirsch

| State/Commonwealth | | |
|--|--|--|
| of Massac Lusetts | | |
| County of Midd levery | ~ _ | |
| , | | |
| Then personally appeared be acknowledged that he executed the day of, 1999 | efore me the above-named David J. Hirsch and foregoing instrument as his free act and deed this | |
| | Cynthia W. Peterson Notary Public Cynthia W. Peterson (print name) | |
| (SEAL) | Cynthia W. Peterson (print name) | |
| | My Commission expires 4/5/02 | |
| | | |
| | Inventor: Harvey F. Lodish | |
| State/Commonwealth | | |
| of Massachusetts | | |
| of Massachusetts County of Middlesey | | |
| Then personally appeared before me the above-named Harvey F. Lodish and acknowledged that he executed the foregoing instrument as his free act and deed this | | |
| (SEAL) | My Commission expires 4/5/02 | |

K:\CEGNER\WHI\9721p3ME\Assignment

RECORDED: 04/12/1999