

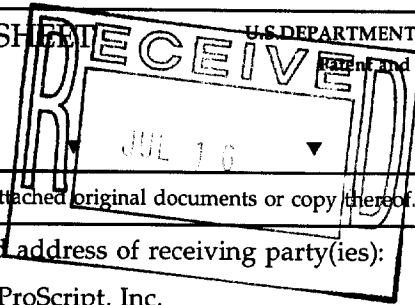
07-23-1999



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FORM COVER SHEET
PATENT ASSIGNMENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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

1. Name of conveying party(ies):

Stephen Brand François Soucy
Alfred L. Goldberg Peter J. Elliott
Louis Plamondon

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

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

Name: ProScript, Inc.

Internal Address: _____

Street Address: 38 Sidney Street

City: Cambridge, State: MA ZIP: 02139

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

3. Nature of conveyance: 7-16-99

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: June 7, 1999 & June 30, 1999

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) 09/285,170 filed 2/17/98;
USSN 08/801,936 filed 2/15/97; USSN 08/988,333
filed 12/3/97; and
International Application No. PCT/US98/03077

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Wayne A. Keown, Ph.D.

Internal Address: Hale and Dorr LLP

Street Address: 60 State Street

City: Boston State: MA ZIP: 02109

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed Charge fees to Deposit Account

Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number:

08-0219

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

07/22/1999 DNGUYEN 00000351 080219 09285170

01 FC:581 160.00 CH

DO NOT USE THIS SPACE

160E

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.

Janice M. Klunder, Ph.D.

Name of Person Signing

Janice M. Klunder
Signature

7/14/99

Date

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

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

PATENT
REEL: 010108 FRAME: 0418

ASSIGNMENT

WHEREAS, we, Stephen Brand, being a citizen of Australia, residing at 4405 Foxhollow Court, San Diego, CA; Alfred L. Goldberg, being a citizen of the United States, residing at 171 Crafts Road, Chestnut Hill, MA; Louis Plamondon, being a citizen of Canada, residing at ~~67 Gilbert Road, Belmont, MA~~ ^{144 Robbins Rd. Watertown, MA}; François Soucy, being a citizen of Canada, residing at 60 Summit Street, Arlington, MA; and Peter J. Elliott, being a citizen of Great Britain, residing at 406 Stearns Road, Marlborough, MA are the inventors of certain new and useful inventions and discoveries, disclosed in applications for Letters Patent of the United States, entitled:

TREATMENT OF INFARCTS

and identified as:

USSN 08/801,936	filed 15 February 1997
USSN 08/988,339	filed 3 December 1997
USSN 09/285,170	filed 17 February 1998

and an International Application filed under the Patent Cooperation Treaty, entitled:

TREATMENT OF INFARCTS

and identified as:

PCT/US98/03077	filed 17 February 1998;
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WHEREAS, ProScript, Inc., whose address is 38 Sidney Street, Cambridge, MA, and which, together with its successors and assigns is hereinafter called "ASSIGNEE," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

NOW, THEREFORE, for and in consideration of employment by ASSIGNEE and other valuable consideration furnished by ASSIGNEE to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to ASSIGNEE the entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, continued prosecution applications, and convention applications based in whole, or in part, upon said inventions or discoveries, or upon said

applications, and any and all Letters Patents, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon, or arise from, said inventions, said discoveries, said applications, and said Letters Patent;

2. Authorize ASSIGNEE to file patent applications in any or all countries on any or all of said inventions and discoveries in our name or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable, under International Conventions or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments throughout the world to issue or transfer all said Letters Patents to ASSIGNEE, as assignee of the entire right, title, and interest therein or otherwise as ASSIGNEE may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents, or any license to use the same, or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to ASSIGNEE without encumbrance;

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon ASSIGNEE's request and at ASSIGNEE's expense, but without additional consideration to us or them, all acts reasonably serving to assure that said inventions and discoveries, said patent applications, and said Letters Patents shall be held and enjoyed by ASSIGNEE as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this Assignment had not been made; and particularly to execute and deliver to ASSIGNEE all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by ASSIGNEE; and to communicate to ASSIGNEE all facts known to us relating to said inventions and discoveries or the history thereof, and to testify as to the same in any court or proceeding; and to furnish ASSIGNEE any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

WITNESS my hand and seal this _____ day of _____, 1999

Stephen Brand

The foregoing instrument was acknowledged before me this _____ day of _____, 1999.

By _____
NOTARY PUBLIC
My Commission Expires:

WITNESS my hand and seal this 7th day of June, 1999

Alfred L. Goldberg
Alfred L. Goldberg

The foregoing instrument was acknowledged before me this 7th day of June, 1999.

By Debra L. Sansone
NOTARY PUBLIC
My Commission Expires:

DEBRA L. SANSONE
Notary Public
My Comm. Expires May 15, 2003

WITNESS my hand and seal this 7th day of JUNE, 1999

Louis Plamondon
Louis Plamondon

The foregoing instrument was acknowledged before me this 7th day of June, 1999.

By Debra L. Sansone
NOTARY PUBLIC
My Commission Expires:

DEBRA L. SANSONE
Notary Public
My Comm. Expires May 15, 2003

WITNESS my hand and seal this 7 day of June, 1999

François Soucy
François Soucy

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June, 1999.

By Debra L. Sansone

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P. J. Elliott
Peter J. Elliott

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1. Assign, transfer, and convey to ASSIGNEE the entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, continued prosecution applications, and convention applications based in whole, or in part, upon said inventions or discoveries, or upon said

applications, and any and all Letters Patents, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon, or arise from, said inventions, said discoveries, said applications, and said Letters Patent;

2. Authorize ASSIGNEE to file patent applications in any or all countries on any or all of said inventions and discoveries in our name or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable, under International Conventions or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments throughout the world to issue or transfer all said Letters Patents to ASSIGNEE, as assignee of the entire right, title, and interest therein or otherwise as ASSIGNEE may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents, or any license to use the same, or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to ASSIGNEE without encumbrance;

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon ASSIGNEE's request and at ASSIGNEE's expense, but without additional consideration to us or them, all acts reasonably serving to assure that said inventions and discoveries, said patent applications, and said Letters Patents shall be held and enjoyed by ASSIGNEE as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this Assignment had not been made; and particularly to execute and deliver to ASSIGNEE all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by ASSIGNEE; and to communicate to ASSIGNEE all facts known to us relating to said inventions and discoveries or the history thereof, and to testify as to the same in any court or proceeding; and to furnish ASSIGNEE any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

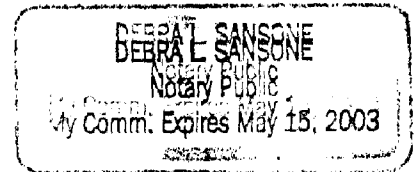
WITNESS my hand and seal this 30 day of June, 1999

Stephen Brand
Stephen Brand

The foregoing instrument was acknowledged before me this 30th day of

June, 1999.

By Debra L. Sansone
NOTARY PUBLIC
My Commission Expires:



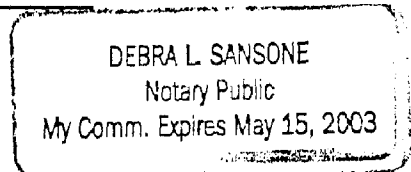
WITNESS my hand and seal this 7th day of June, 1999

Alfred L. Goldberg
Alfred L. Goldberg

The foregoing instrument was acknowledged before me this 7th day of

June, 1999.

By Debra L. Sansone
NOTARY PUBLIC
My Commission Expires:



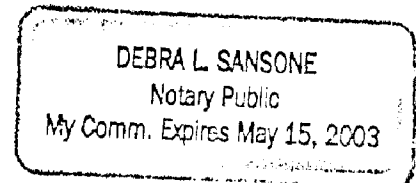
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Louis Plamondon
Louis Plamondon

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June, 1999.

By Debra L. Sansone
NOTARY PUBLIC
My Commission Expires:



WITNESS my hand and seal this 7 day of June, 1999

François Soucy
François Soucy

The foregoing instrument was acknowledged before me this 7th day of

June, 1999.

By Debra L. Sansone
NOTARY PUBLIC
My Commission Expires:

DEBRA L. SANSONE
Notary Public
My Comm. Expires May 15, 2003

WITNESS my hand and seal this 7th day of June, 1999

P. J. Elliott
Peter J. Elliott

The foregoing instrument was acknowledged before me this 7th day of

June, 1999.

By Debra L. Sansone
NOTARY PUBLIC
My Commission Expires:

DEBRA L. SANSONE
Notary Public
My Comm. Expires May 15, 2003