

ASSIGNMENT OF UNITED STATES PATENT APPLICATION**Recitals:****WHEREAS**

(1) JONATHON MARK TINSLEY, whose full post office address is Genetics Laboratory, Department of Biochemistry, South Parks Road, Oxford OX1 3QU, United Kingdom and
(2) KAY ELIZABETH DAVIES, whose full post office address is Genetics Laboratory, Department of Biochemistry, South Parks Road, Oxford OX1 3QU, United Kingdom, and
(3) CARINA DENNIS, whose full post office address is 235 East 27th Street, Apt.2A, New York, New York 10016, United States of America, and formerly of Genetics Laboratory, Department of Biochemistry, South Parks Road, Oxford OX1 3QU, United Kingdom
(collectively hereinafter referred to as "the Inventors") have invented certain new and useful improvements in: **UTROPHIN GENE PROMOTER**
the specification of which was filed as United States Patent Application No. 08/945296, filed 24 April 1996, (hereinafter referred to as "the Application")

AND WHEREAS MEDICAL RESEARCH COUNCIL, a body corporate registered in England and having a principal place of business at 20 Park Crescent, London, United Kingdom, W1N 4AL (hereinafter referred to as "the Assignee") is desirous of acquiring the entire right, title and interest, for the United States of America, in and to the Application and the invention and improvements therein disclosed, and any Letters Patent which may issue therefor in the United States of America and all divisionals, continuations, reissues, re-examinations, renewals, and extensions thereof.

Operative Provisions:

NOW THEREFORE in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Inventors hereby **ASSIGN** absolutely unto the Assignee all their right, title and interest in and to the Application and the invention and improvements therein disclosed, for the United States of America, and any patents granted on the Application including any divisionals, continuations re-issues, re-examinations, renewals, and extensions thereof, and including the right to sue for and recover damages in respect of past infringement, the said interest being the entire ownership of the said Letters Patent when granted, to be held and enjoyed by the Assignee to

the full end of the term for which the said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Inventors if this assignment had not been made.

And the Inventors authorize and request the Commissioner of Patents to issue the said Letters Patent to the Assignee.

And for the consideration aforesaid, the Inventors agree that the Inventors will, upon request, communicate to the Assignee or the representatives thereof any facts known to the Inventors respecting the invention or improvements of the Application, and will, upon request, but without expense to the Inventors, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue, re-examination, renewal and extension applications, and generally do all other and further lawful acts deemed necessary or expedient by the Assignee or by counsel for the Assignee to assist or enable the Assignee to obtain and enforce full benefits from the rights and interests herein assigned.

This assignment shall be binding upon the Inventors' heirs, executors, administrators, successors and assigns, and shall inure to the benefit of administrators, successors and assigns, as the case may be, of the Assignee.

(1) Signature of *Jonathon Tinsley*
JONATHON MARK TINSLEY

Date: 19/7/99

(2) Signature of *Kay E. Davies*
KAY ELIZABETH DAVIES

Date: 19/7/99

(3) Signature of *Carina Dennis*
CARINA DENNIS

Date: 6 August 99