

09-21-1999

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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

1. Name of conveying party(ies):

Ulrich Bierbach

mlp
9-15-99

Additional names(s) of conveying party(ies)



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

Name: Virginia Commonwealth University

Internal Address: _____

1101 E. Marshall Street

Street Address: _____

City: Richmond

State: VA

ZIP: 23298

Additional name(s) & address(es)

☐ Yes

☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other _____

Execution Date: 3/3/99

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

09/263,222

filed 3/5/99

Additional numbers

☐ Yes ☒ No

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

Name: Michael E. Whitham

Internal Address: Whitham, Curtis & Whitham

Street Address: 11800 Sunrise Valley Drive, Suite 900

City: Reston

State: VA

ZIP: 20191

6. Total number of applications and patents involved:

1

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

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

23-1951

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

09/17/1999 NTHA11 00000144 09263222

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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.

Michael E. Whitham

Name of Person Signing

Signature

September 15, 1999

Date

3

Total number of pages including cover sheet, attachments, and

Docket No.: VCU 97-26

ASSIGNMENT

WHEREAS, I, Ulrich Bierbach, have invented certain new and useful improvements in an invention entitled WATER SOLUBLE TRANSPLATINUM COMPLEXES WITH ANTI-CANCER ACTIVITY AND METHOD OF USING SAME, for which a United States Letters Patent Application was executed on 3/3/99; and

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 me as a former employee of Virginia Commonwealth University pursuant to Section 23-6.3.B 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 employees-inventors are obligated to assign their rights in the invention and any patent application(s) 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, I 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), of any country, which have been or may be granted on said invention or any part thereof, or any divisional, substitute, continuation-in-whole- or in part, renewal, reissue or other patent application based thereon, and based upon said invention, together with the right of said UNIVERSITY to apply for such patent in its own name in all countries of the world where such is permissible by law, and the right to claim the benefit of the priority right provided by the International convention of 1883, as amended to date, and any such priority right;

TO BE HELD AND ENJOYED BY said UNIVERSITY, its successors and assigns, to the full ends of the respective terms for which said patents or any of them have been or may be granted as fully and entirely as the same would have been held and enjoyed by us had no sale and assignment of said interest been made;

AND I do hereby authorize and request the Commissioner of Patents of the United States of America to issue any and all United States Patents which may be granted upon said invention or any part thereof, to said UNIVERSITY;

AND I hereby agree for myself, and for my heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any divisional, continuation-in-whole or in part, substitute, renewal, reissue, or other applications for

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patents 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 I 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 I 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;

AND I do hereby covenant for myself and my legal representatives and agree with said UNIVERSITY, its successors and assigns that I 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 my right, title and interest in said invention has not been otherwise encumbered, and that I have not executed and will not execute any instrument in conflict herewith.

Executed this 3/3/99.

Robert J. Labadie
Witness

Ulrich Bierbach
Ulrich Bierbach