

11-03-1999

ASSIGNMENT



COVER SHEET Patents Only

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Attorney Dkt. No.: 5721-10

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

1. Name of conveying party(ies):

Eddie Wayne Cupp
Mary Smith Cupp

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

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

Auburn University
309 Samford Hall
Auburn, Alabama 36849

3. Nature of conveyance:

 Assignment
 Merger
 Security Agreement
 Change of Name
 Other _____
Execution Date: October 20, 1999

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

4. Application No. 09/376,113 Patent No. _____

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

Additional numbers attached? Yes No

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

W. Murray Spruill
ALSTON & BIRD LLP
P. O. Drawer 34009
Charlotte, NC 28234-4009

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: 16-0605

DO NOT USE THIS SPACE

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.

W. Murray Spruill, Reg. No. 32,943
Name of Person Signing


Signature

10/29/99
Date

Total number of pages including cover sheet, attachments and document: 4

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RTA01/2069497v1

PATENT
REEL: 010347 FRAME: 0450

ASSIGNMENT

THIS ASSIGNMENT, made by us, Eddie Wayne Cupp, citizen of the United States of America, residing at 740 Burke Place, Auburn, Alabama 36830, and Mary Smith Cupp, citizen of the United States of America, residing at 740 Burke Place, Auburn, Alabama 36830 respectively;

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in ANTITHROMBIN NUCLEOTIDES AND PROTEINS FROM HORN FLY for which an application for United States Letters Patent has been filed in the United States Patent and Trademark Office on August 17, 1999, under Application No. 09/376,113, and

WHEREAS, Auburn University, an Alabama corporation having a principal place of business at 309 Samford Hall, Auburn, Alabama 36849-5112 hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in said application, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries;

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold and by these presents do hereby sell, assign, transfer, and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

We hereby request that said Letters Patent be issued in accordance with this assignment.

We further covenant and agree that, at the time of the execution and delivery of these presents, we possess full title to the invention and application above-mentioned, and that we have the unencumbered right and authority to make this assignment.

RTA01/2068428v1

We further covenant and agree to bind our heirs, legal representatives, and assigns promptly to communicate to said assignee or its representatives any facts known to us relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors, or assigns to secure patent or similar protection for the said invention in all countries and to vest in the assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 20th day of October, 1999.

Eddie Wayne Cupp (SEAL)
Eddie Wayne Cupp
Mary Smith Cupp (SEAL)
Mary Smith Cupp

STATE OF Alabama)
COUNTY OF Lee)

I, Jan Dowdle Thornton, a Notary Public for said County and State, do hereby certify that Eddie Wayne Cupp personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 20th day of October, 1999.

(Official Seal)

Jan Dowdle Thornton
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: July 9, 2000.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

My commission expires: 7/9/2000

STATE OF Alabama)

COUNTY OF Lee)

I, Jan Doudle Thornton, a Notary Public for said County and State, do hereby certify that Mary Smith Cupp personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 20th day of October, 1999.

(Official Seal)

Jan Doudle Thornton
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: July 9, 2000.
HOLDERS MUST BE NOTARY PUBLIC UNDERWRITERS.

My commission expires: 7/9/2000