

11-18-1999



COVER SHEET
Y

101203921

Attorney's Docket No. 024705-077

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

1. Name of conveying party(ies):

Yoshihide HAYASHIZAKI and
Masanori WATAHIKI

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

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

Other: _____

Execution Date: November 1, 1999

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

Name: THE INSTITUTE OF PHYSICAL AND
CHEMICAL RESEARCH

Address: 2-1, Hirosawa, Wako-shi

Saitama 351-0198

Japan

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

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)

09/254,344

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: E. Joseph Gess

Address BURNS, DOANE, SWECKER & MATHIS, L.L.P.

P.O. Box 1404

Alexandria, Virginia 22313-1404

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, if necessary

8. Deposit account number:

02-4800

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.

E. Joseph Gess
Name of Person Signing

[Signature]
Signature

November 15, 1999
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

11/17/1999 DNGUYEN 00000254 09254344

01 FC:581

40.00 OP

Additional Name and Address of receiving parties:

NIPPON GENE CO., LTD.
Kongo Bldg. 1-4, Wakaba
Shinijuki, Tokyo 106-0011
Japan

ASSIGNMENT

THIS ASSIGNMENT, by YOSHIHIDE HAYASHIZAKI, residing at 1-1, KOYADAI 3-CHOME, TSUKUBA-SHI, IBARAKI 305-0074, JAPAN (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor has invented together with co-inventor Masanori Watahiki certain new and useful improvements in RNA POLYMERASE set forth in an application, as set forth in Application No. 09/254,344, and filed on March 5, 1999; and

WHEREAS, THE INSTITUTE OF PHYSICAL AND CHEMICAL RESEARCH, a corporation duly organized under and pursuant to the laws of JAPAN, and having its principal place of business at 2-1, HIROSAWA, WAKO-SHI, SAITAMA 351-0198 JAPAN (hereinafter referred to as "the Assignee"), is desirous of acquiring one-half of Yoshihide Hayashizaki's right, title, and interest in and to said inventions, the right to file applications on said inventions and one-half of Yoshihide Hayashizaki's right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon, with Yoshihide Hayashizaki retaining the remaining rights.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns one-half of his right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the respective one-half right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the lawful owner of his respective right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming

priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to include the Assignee, as the Assignee of said rights in said inventions and the Letters Patent to be also issued thereon for the use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date Nov. 1, 1999 Signature of Assignor


YOSHIDE HAYASHIZAKI

ASSIGNMENT

THIS ASSIGNMENT, by MASANORI WATAHIKI, residing at 25-13, KAMIKUNISHIGE, FUNAHASHI-VIL., NAKANIKA-GUN, TOYAMA 930-0288 JAPAN (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor has invented together with co-inventor YOSHIHIDE HAYASHIZAKI certain new and useful improvements in RNA POLYMERASE set forth in an application, ☐ which is a provisional application to be filed herewith; ☐ which is a non-provisional application having an oath or declaration executed on even date herewith prior to filing of application; ☒ bearing Application No. 09/254,344, and filed on MARCH 5, 1999; and

WHEREAS, NIPPON GENE CO., LTD., a corporation duly organized under and pursuant to the laws of JAPAN, and having its principal place of business at KONGO BLDG., 1-4, WAKABA, SHINJUKU-KU, TOKYO 106-0011 JAPAN (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest of MASANORI WATAHIKI in and to said inventions, the right to file applications on said inventions and the entire right, title and interest of MASANORI WATAHIKI in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns his respective right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the lawful owner of his respective right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent

or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent or Patents of the United States to include the Assignee, as the Assignee of said inventions and the Letters Patent or Patents to be also issued thereon for the use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date Nov. 1, 1999 Signature of Assignor *Masanori Watahiki*
MASANORI WATAHIKI