

11-24-1999



101207774

**PATENT**

Docket No. **3828-4000**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant(s) : Cohava GELBER Group Art Unit: 1623  
Serial No. : 09/374,367 Examiner: To Be Assigned  
Filed : August 13, 1999  
For : **MYELOMA SURFACE GLYCOPROTEIN, ANTIBODIES THERETO,  
AND USES THEREOF**

**RECORDATION FORM COVER SHEET PURSUANT TO 37 C.F.R. § 3.31**

Hon. Commissioner of Patents and Trademarks  
Washington, D.C. 20231

Sir:

Please record the attached original documents or copy thereof.

1. Name of conveying party/parties:

Cohava GELBER

2. Name and address of receiving party/parties:

Name VACOLD, L.L.C.

Internal Address: 360 Lexington Avenue, 21st Floor, New York, New York 10017 USA

Street Address: 360 Lexington Avenue, 21st Floor

City New York State New York ZIP 10017

☐ Additional names and addresses attached.

3. Name of conveyance: ☒ Assignment ☐ Merger ☐ Security Agreement  
☐ Change of Name ☐ Other \_\_\_\_\_  
Execution Date: November 9, 1999

4. Application Number(s) or Patent Number(s):

☐ This document is being filed together with a new application which was executed on \_\_\_\_\_.

☒ Patent Application U.S. Serial No.(s) 09/374,367, filed August 13, 1999

☐ Patent No.(s) \_\_\_\_\_

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**PATENT**  
**REEL: 010392 FRAME: 0354**

5. Address all future communications to:

MORGAN & FINNEGAN, L.L.P.  
345 Park Avenue  
New York, New York 10154

6. Total number of applications and patents involved: one (1 ).
7. Total fee (37 CFR §3.41): \$40.00 property x one (1 ) property(ies) = \$40.00.
- ☒ A check in the amount of \$ 40.00 to cover the recordation fee is enclosed.
- ☐ Charge fee to Deposit Account No. 13-4500. Order No. \_\_\_\_\_.
- ☐ \$40.00 fee previously paid upon filing of provisional application on \_\_\_\_\_.
- ☒ The Commissioner is hereby authorized to charge any additional fees which may be required for this recordation, or credit any overpayment to Deposit Account No. 13-4500. Order No. 3828-4000. A duplicate copy of this sheet is attached.
8. 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.

Respectfully submitted,

MORGAN & FINNEGAN, L.L.P.

Dated: November 11, 1999

By: Leslie A. Serunian  
Leslie A. Serunian  
Reg. No. 35,353

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(212) 758-4800 (Telephone)  
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**ASSIGNMENT OF APPLICATION FOR PATENT****WHEREAS:**

Cohava GELBER, 11 Clubway, Hartsdale, New York 10530 USA

(full name(s) and post office address(s) of inventor(s) (including country))

(hereinafter referred to as ASSIGNOR(S)), has/have made a discovery or invention entitled:

Myeloma Surface Glycoprotein, Antibodies Thereto, And Uses Thereof

(title of discovery or invention)

[ ] for which application for Letters Patent of the United States has been executed on even date herewith,

[X] for which application for Letters Patent of the United States has been filed on August 13, 1999 under U.S. Serial No. 09/374,367, and

**WHEREAS:**

Vacold, L.L.C., 360 Lexington Avenue, 21st Floor, New York, New York 10017 USA

(name and address of assignee)

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

**NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:**

Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR(S) of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR(S) hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

I, SAID ASSIGNOR(S), hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

I, SAID, ASSIGNOR(S), hereby covenant that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND I, SAID ASSIGNOR(S) hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that it reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, and without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Assignor's signature: Cohava Gelber  
 Cohava First Name Middle initial Gelber Last name

Citizenship: Israel

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 1<sup>st</sup> day of November 1999

STATE OF NEW YORK  
 COUNTY OF NEW YORK  
 SS: )

On this 1<sup>st</sup> day of November, 1999, before me, the undersigned authority, personally appeared to me

known and known to me to be the individual who is described in and who executed the foregoing Assignment, and who duly acknowledged to me that he executed the same as his own voluntary act and deed for the uses and purposes therein specified.

C. Leonard Gordon  
 Notary Public

C. LEONARD GORDON  
 Notary Public, State of New York  
 No. 31-5003668