

01-07-2000



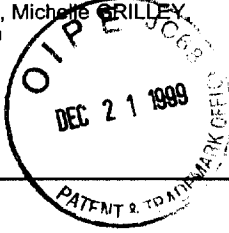
101240729

MRD 12.21.99

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

1. Name of conveying party(ies):  
 Richard JACOBSEN, Elsie C. JIMENEZ, Lourdes J. CRUZ,  
 Baldomero M. OLIVERA, William R. GRAY, Michelle GRILLEY,  
 Maren WATKINS, and David R. HILLYARD

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



2. Name and address of receiving party(ies):  
 Name The University of Utah  
 Internal Address: \_\_\_\_\_  
 Street Address: 615 Arapeen Drive, Suite 110  
 City Salt Lake City  
 State Utah ZIP 84108

Additional name(s) & addresses(es) attached?  
 [ ] Yes [XX] No

3. Name of Conveyance:  
 [XX] Assignment [ ] Merger  
 [ ] Security Agreement [ ] Change of Name  
 [ ] Other \_\_\_\_\_

Execution Date(s):  
 11/14/98 (Jacobsen); 10/22-11/14/98 (Jimenez,Cruz, Olivera & Hillyard);  
 10/22/98 (Gray); 10/25/98 (Grilley); and 10/23/98 (Watkins)

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) 09/061,026 B. Patent No.(s) \_\_\_\_\_

Additional numbers attached? [ ] Yes [XX] No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Jeffrey L. Ihnen, Registration No. 28,957  
 Internal Address: ROTHWELL, FIGG, ERNST & KURZ, p.c.  
 Street Address: 555 13th Street, N.W., Suite 701-East  
 City: Washington  
 State: D.C. Zip 20004

6. Total number of applications and patents involved: One (1)

7. Total fee (37 CFR 3.41): . . . \$ 40.00  
 [XX] Enclosed  
 [ ] Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 Attach duplicate copy of this page if paying by deposit account

DO NOT USE THIS SPACE

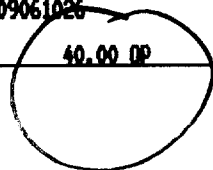
9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a True copy of the original document.*

Jeffrey L. Ihnen, Reg. No. 28,957 Jeffrey L. Ihnen 21 December 1999  
 Name of Person Signing Signature Date

Atty Docket 2314-133

01/06/2000 DNGUYEN 00000217 09061026

01 FO:581



Total number of pages including cover sheet, attachments and documents: eleven (11)

## ASSIGNMENT

WHEREAS, WE, Richard Jacobsen, a citizen of a citizen of the United States of America, residing at 916 Harmon Drive, Menlo Park, California 94205; Elsie C. JIMENEZ, a citizen of the Philippines, residing at Block 3, Lot 6, Palmera Homes, Base 4, Santa Monica Novaliches, Quezon City, Philippines; Lourdes J. CRUZ, a citizen of the Philippines, residing at 31 M Street, #403, Salt Lake City, Utah 84114; Baldomero M. OLIVERA, a citizen of the Philippines, residing at 1370 Bryan Avenue, Salt Lake City, Utah 84108; William R. GRAY, a citizen of the United States of America, residing at 666 Ninth Avenue, Salt Lake City, Utah 84103; Michelle GRILLEY, a citizen of the United States of America, residing at 19230 Forest Park Drive, N.E., Apt. A-201, Seattle, Washington 98155; Marc WATKINS, a citizen of the United States of America, residing at 845 E. Garfield Ave., Salt Lake City, Utah 84105; and David R. HILLYARD, a citizen of the United States of America, residing at 3685 Juno Circle, Salt Lake City, Utah 84124 (hereinafter "Assignors") are the inventors of an invention entitled CONTRYPHAN PEPTIDES, for which an application for Letters Patent of the United States was filed on 16 April 1998 under Serial No. 09/061,026; and

WHEREAS, UNIVERSITY OF UTAH, a non-profit institution duly organized under the laws of the State of Utah, with a place of business at 421 Wakara Way, Suite 170, Salt Lake City, Utah 84108 (hereinafter "Assignee") is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we the said Assignors have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said invention in any country or countries foreign to the United States, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof and all rights of priority in any such country or countries based upon the filing of the said application for Letters Patent of the United States which are created by any law, treaty or international convention; and we hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said invention to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to said Assignee, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

IN TESTIMONY WHEREOF, we hereunto set our hands and seals the day and year set opposite our respective signatures.

Date 11/14 1998  L.S.  
Richard JACOBSEN

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
Elsie C. JIMENEZ

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
Lourdes I. CRUZ

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
Baldomero M. OLIVERA

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
William R. GRAY

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
Michelle GRILLEY

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
Maren WATKINS

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
David R. HILLYARD

Attorney Docket No. 2314-133A

**DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION**

As a below named inventor, I hereby declare that:

||

**PATENT**

**REEL: 010471 FRAME: 0273**

## ASSIGNMENT

**WHEREAS**, WE, Richard Jacobsen, a citizen of a citizen of the United States of America, residing at 916 Harmon Drive, Menlo Park, California 94205; Elsie C. JIMENEZ, a citizen of the Philippines, residing at Block 3, Lot 6, Palmera Homes, Phase 4, Santa Monica Novaliches, Quezon City, Philippines; Lourdes J. CRUZ, a citizen of the Philippines, residing at 31 M Street, #403, Salt Lake City, Utah 84114; Baldomero M. OLIVERA, a citizen of the Philippines, residing at 1370 Bryan Avenue, Salt Lake City, Utah 84108; William R. GRAY, a citizen of the United States of America, residing at 666 Ninth Avenue, Salt Lake City, Utah 84103; Michelle GRILLEY, a citizen of the United States of America, residing at 19230 Forest Park Drive, N.E., Apt. A-201, Seattle, Washington 98155; Maren WATKINS, a citizen of the United States of America, residing at 845 E. Garfield Ave., Salt Lake City, Utah 84105; and David R. HILLYARD, a citizen of the United States of America, residing at 3685 Juno Circle, Salt Lake City, Utah 84124 (hereinafter "Assignors") are the inventors of an invention entitled CONTRYPHAN PEPTIDES, for which an application for Letters Patent of the United States was filed on 16 April 1998 under Serial No. 09/061,026; and

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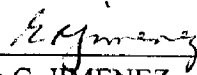
**AND WE HEREBY** further covenant and agree that we will communicate to said Assignee, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

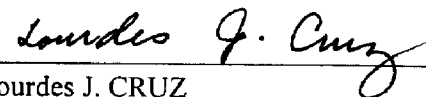
**PATENT**

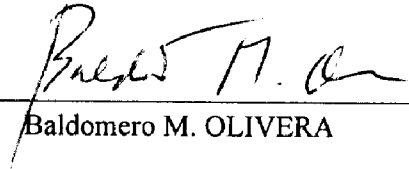
**REEL: 010471 FRAME: 0274**

IN TESTIMONY WHEREOF, we hereunto set our hands and seals the day and year set opposite our respective signatures.

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
Richard JACOBSEN

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
  
Elsie C. JIMENEZ

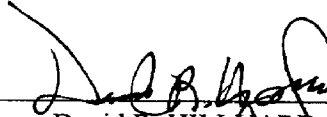
Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
  
Lourdes J. CRUZ

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
  
Baldomero M. OLIVERA

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
William R. GRAY

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
Michelle GRILLEY

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
Maren WATKINS

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
  
David R. HILLIARD

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Richard JACOBSEN

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
Elsie C. JIMENEZ

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
Lourdes J. CRUZ

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
Baldomero M. OLIVERA

Date 10/22/98 1998 \_\_\_\_\_ L.S.  
*WR Gray*  
William R. GRAY

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
Michelle GRILLEY

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
Maren WATKINS

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
David R. HILLYARD

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**PATENT**

**REEL: 010471 FRAME: 0278**



IN TESTIMONY WHEREOF, we hereunto set our hands and seals the day and year set opposite our respective signatures.

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
Richard JACOBSEN

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
Elsie C. JIMENEZ

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
Lourdes J. CRUZ

Date 10/25/98 1998 \_\_\_\_\_ L.S.  
Baldomero M. OLIVERA

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
William R. GRAY

Date 10/25/98 1998 *Michelle Grilley* \_\_\_\_\_ L.S.  
Michelle GRILLEY

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
Maren WATKINS

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
David R. HILLYARD

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Baldomero M. OLIVERA

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
William R. GRAY

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
Michelle GRILLEY

Date October 23, 1998 Maren Watkins L.S.  
Maren WATKINS

Date \_\_\_\_\_ 1998 \_\_\_\_\_ L.S.  
David R. HILLYARD