

04-18-2000

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Attorney's Docket No. 029395-010

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

1. Name of conveying party(ies):

Serge BRAUN

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

Name: Transgene S.A.

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

Address: 11, Rue De Molsheim

F-67082 Strasbourg, Cedex

FRANCE

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other: \_\_\_\_\_

Name: Association Francaise Contre Les Myopathies

Execution Date: March 2, 2000

Address: 13, Place De Rungis

F-75013 Paris

FRANCE

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)

09/462,289

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Norman H. Stepno

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.

Teresa Stanek Rea  
Name of Person Signing

Signature

March 20, 2000  
Date

Total number of pages including cover sheet, attachments, and document: 3

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

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

04/18/2000 DNGUYEN 00000007 09462289

01 FC:581

40.00 DP

# ASSIGNMENT

(SOLE)

THIS ASSIGNMENT, by SERGE BRAUN, residing at 28, FAUBOURG DES VOSGES, F-67120 DORLISHEIM, FRANCE (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor has invented certain new and useful improvements in USE OF A NUCLEASE INHIBITOR OR INTERLEUKIN-10 (IL-10) FOR THE PREPARATION OF A THERAPEUTIC COMPOSITION FOR IMPROVING TRANSFECTION OF A POLYNUCLEOTIDE INTO A CELL AND COMPOSITIONS USEFUL IN GENE THERAPY set forth in an application, which is a

provisional application                       non-provisional application

1. (a)  filed herewith;  
(b)  to be filed;
2.  having an oath or declaration executed on even date herewith prior to filing of application;
3.  bearing Application No. 09/462,289, and filed on \_\_\_\_\_; and

WHEREAS, TRANSGENE S.A., and ASSOCIATION FRANCAISE CONTRE LES MYOPATHIES, a corporation duly organized under and pursuant to the laws of FRANCE, and having its principal place of business at 11, RUE DE MOLSHEIM, F-67082 STRASBOURG, CEDEX, FRANCE and 13, PLACE DE RUNGIS, F-75013 PARIS, FRANCE (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire 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.

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 the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire 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 sole and lawful owner of the entire 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;

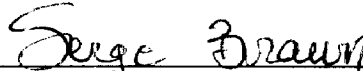
AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will,

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 authorizes and requests the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

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

Date Strasbourg, March Signature of Assignor  
2nd, 2000

  
Serge BRAUN