

6-2-00

Form PTO 1595		06-06-2000	Docket No. FIBRO1130-2
To the Honorable Commissioner for Patents a		iginal documents or copy thereof.	
1. Name of Conveying party(ies): a. Gary R. Grotendorst Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Name and address of receiving Party(ies) Name: <u>UNIVERSITY OF MIAMI</u> Internal Address: _____ Street Address: <u>1600 N.W. Tenth Avenue</u> City: <u>Miami</u> State: <u>FL</u> Zip: <u>33136</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of name <input type="checkbox"/> Other _____ Execution Date: <u>(a) 5/12/2000</u>			
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) 09/461,646 B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Lisa A. Haile, Ph.D.</u> <u>GRAY CARY WARE & FREIDENRICH LLP</u> Street Address <u>4365 Executive Drive, Suite 1600</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92121</u>		6. Total number of Applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41) \$ 40.00 <input checked="" type="checkbox"/> : A check is enclosed <input type="checkbox"/> : Authorized to charge the recordation fee or any underpayment to deposit account. 8. <input checked="" type="checkbox"/> Deposit account Number: <u>50-1355</u>	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>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.</i> <u>Lisa A. Haile, Ph.D.</u> <u>Lisa A. Haile</u> <u>5/24/00</u> Name of Person Signing Signature Date Registration No. 38,347 Total number of pages including cover sheet, attachments, and document: <u>4</u>			

ASSIGNMENT
(BY INVENTOR(S))

This assignment ("Assignment") is made by Gary R. Grotendorst, of Miami, Florida (the "Assignor") to UNIVERSITY OF MIAMI, a Florida corporation ("Assignee"), having a place of business at 1600 N.W. Tenth Avenue, Miami, Florida 33136.

Recitals

A. Each of the Assignors has invented a new and useful invention entitled **CONNECTIVE TISSUE GROWTH FACTOR FRAGMENTS AND METHODS AND USES THEREOF** for which an application for United States Letters Patent was filed on December 14, 1999 in the United States Patent and Trademark Office.

B. Each of the Assignors authorizes and requests insertion of the serial number of the application when officially known:

The United States Application Serial No.: 09/461,646.

C. Each of the Assignors believes the Assignors to be the original, first and joint inventors of the invention disclosed and/or claimed in the application for Letters Patent.

D. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors agrees to the foregoing and as follows:

1. Each of the Assignors does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

2. Each of the Assignors agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors' signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

3. Each of the Assignors represents and warrants that such Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. Each of the Assignors authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

IN WITNESS WHEREOF, each of the Assignors has executed this Assignment on the date(s) provided below

Date: May 1, 2000

Assignor : Gary R. Grotendorst

Signature: 