07-28	8-2000		
Form PTO 1595 RE	Docket No. <u>SALK1920-1</u>		
To the Honorable Commissioner for Patents at. 1014	16078criginal documents or copy thereof.		
1. Name of Conveying party(ies):	2. Name and address of receiving Party(ies)		
Ronald M. Evans  (C · 30 · CC	Name: Howard Hughes Medical Institute  Internal Address:		
Additional name(s) of conveying party(ies) attached? Yes _X No	Street Address: 4000 Jones Bridge Road		
3. Nature of conveyance:			
X Assignment Merger Security Agreement Change of name Other	City: <u>Chevy Chase</u> State: <u>MD</u> Zip: <u>20815-6789</u>		
Execution Date:1/21/00	Additional name(s) & address(es) attached?  YesX No:		
<ul> <li>4. Application number(s) or patent number(s):</li> <li>If this document is being filed together with a new application, the</li> <li>A. Patent Application No.(s)</li> <li>09/331,535</li> </ul>	B. Patent No.(s)		
Additional numbers atta	ached? YesX No		
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of Applications and patents involved: _1_  7. Total fee (37 CFR 3.41) \$ 40.00  X : Enclosed (check #446218)  X : Authorized to charge the recordation fee or any underpayment to deposit account.		
Name: Stephen E. Reiter, Esq. GRAY CARY WARE & FREIDENRICH LLP  Street Address 4365 Executive Drive, Suite 1600			
City: San Diego State: CA Zip: 92121	8 Deposit account Number: <u>07-1895</u>		
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01 FC:581 40.00 08			
9 Statement and signature.  To the best of my knowledge and belief, the foregoing information of the original document.	on is true and correct and any attached copy is a true copy		
546	ε <u>6/26/00</u>		
Stephen E. Reiter Name of Person Signing Registration No. 31,192	Signature Date		
Total number of pages including cover	sheet, attachments, and document:3		

## **ASSIGNMENT**

	-	1.0			
Assignment made_	<u> </u>	119	_, 2000, by Ron	ald M. Evans	s, Ph.D.
("Inventor") to the Howard Hughe	s Medical	Institute	, a Delaware cor	poration (the	"Institute").

## Recitals

WHEREAS, Inventor is an employee of the Institute and, as a condition of his employment, has signed the Agreement appended to the Institute's Policy on Intellectual Property (the "Intellectual Property Agreement");

WHEREAS, pursuant to the Intellectual Property Agreement, Inventor has agreed (a) to assign to the Institute all rights he may acquire in any invention, discovery, improvement, or other intellectual property, whether or not patentable or copyrightable, developed directly or indirectly as a result of a program of research financed by Institute funds or by funds under the control of the Institute (each a "Subject Property") and (b) to execute any agreements that may be desired by the Institute in connection with such assignment;

WHEREAS, Inventor has, alone or with others, invented TREATMENT OF DISEASE STATES WHICH RESULT FROM NEOPLASTIC CELL PROLIFERATION USING PPAR-GAMMA ACTIVATORS AND COMPOSITIONS USEFUL THEREFOR (the "Invention"), and the Invention is a Subject Property; and

WHEREAS, Inventor seeks to make a formal assignment of his interest in the Invention to the Institute, and the Institute desires the execution of a formal assignment of all of Inventor's right, title and interest in the Invention.

NOW, THEREFORE, in consideration of the promises contained in and the acts performed and to be performed pursuant to the Intellectual Property Agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged by Inventor, Inventor agrees as follows:

and interest in the Invention; any United States patent applications and all corresponding foreign patent applications which are directed to the Invention (including, without limitation, the patent application entitled "TREATMENT OF DISEASE STATES WHICH RESULT FROM NEOPLASTIC CELL PROLIFERATION USING PPAR-GAMMA ACTIVATORS AND COMPOSITIONS USEFUL THEREFOR" filed in the United States Patent and Trademark Office on June 21, 1999 with application number 09/331,535, and any and all patents issued therefrom; all United States or foreign division and continuation applications based on any of the foregoing, and any and all patents issued therefrom; and all claims which are directed to the Invention and which may be contained in continuation-in-part applications or in patents which issue therefrom.

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> PATENT REEL: 010943 FRAME: 0701

Assignor hereby authorizes and requests insertion of the application serial number when officially known.

- 2. <u>Cooperation</u>. Inventor agrees to execute upon request such further assignments, documents, and other instruments as may be necessary or desirable to assign Inventor's entire right, title and interest in the Invention to the Institute and to assist the Institute (or others at the direction of the Institute) in applying for, obtaining, and enforcing patents, copyrights, or other rights in the United States and in any foreign country with respect to the Invention.
- 3. <u>Parties</u>. The terms and provisions of this Agreement shall inure to the benefit of the Institute and its successors and assigns and shall be binding on Inventor and his heirs, personal representatives and assigns.
- 4. <u>Warranty</u>. Inventor warrants and represents that he has not entered into any assignment, contract, or understanding in conflict herewith, and that there is no other person or entity whose consent is required in order for the Inventor to make the assignment contained herein.

Inventor: Ronald M. Evans

STATE OF CALIFORNIA

)ss.

COUNTY OF SAN DIEGO )

On JANAMA 2 , 2000, before me, the undersigned Notary Public, personally appeared RONALD M. EVANS, personally known to me to be the person whose name is subscribed to the within instrument, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Virla Z Gran

(Signature of Notary)

Saik \_\_\_\_\_

Comm #1156609

NOTARY PUBLIC CALIFORNIA

SAN DIEGO COUNTY

Comm Exp. Oct. 7, 2001

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