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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commissioner of Patents and

documents or copy thereof.

1. Name of conveying party(ies):

Name: YUVAL ELIAS

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

3. Nature of conveyance:

- ( ) Assignment ( ) Merger  
( ) Security Agreement ( ) Change of Name  
(X) Other: Assignment Agreement

Execution Date: Dorit Arad, August 22, 2000;  
Yuval Elias, September 5, 2000

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

Name: DORIT ARAD

Internal Address:

Street Address: 16901 Park Hill Drive

City: Dallas State: Texas ZIP: 75248

Additional name(s) &amp; address(es) attached? ( ) Yes (X) 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)

09/555,421

B. Patent No.(s)

Additional numbers attached? ( ) Yes (X) No

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

Name: Eugenia S. Hansen

Internal Address: Sidley &amp; Austin

Street Address: 717 North Harwood, Suite 3400

City: Dallas State: Texas ZIP: 75201

6. Total Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$40.00

( ) Enclosed

(X) Authorized to be charged to deposit account

8. Deposit account number: 18-1260

(Attach duplicate copy of this page if paying by deposit account)

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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.*Karen L. Knezek  
Name of Person Signing

Signature

October 20, 2000

Date

Total number of pages comprising cover sheet 7

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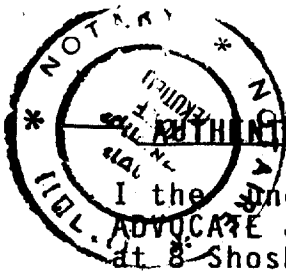
10/26/2000 ABIZAW 00000004 09555421

01 FC:116 390.00 CH

10/26/2000 ABIZAW 00000004 09555421

03 FC:581 40.00 CH

PATENT  
REEL: 011216 FRAME: 0393



# NOTIFICATION OF SIGNATURE

I the undersigned, YOSEF YEKUTIELI,  
ADVOCATE & NOTARY  
at 8 Shoshanat Hacarmel, Haifa,

Hereby certify that on 05/09/00  
there appeared before me at my office

1) Mr. (Mrs./Miss) YUVAL ELIAS  
whose identity was proved to me  
by identity Booklet no 029097334  
Passport No \_\_\_\_\_  
Issued by \_\_\_\_\_  
at \_\_\_\_\_  
on \_\_\_\_\_

2) Mr. (Mrs./Miss)  
whose identity was proved to me  
by identity Booklet No \_\_\_\_\_  
Passport No \_\_\_\_\_  
Issued by \_\_\_\_\_  
at \_\_\_\_\_  
on \_\_\_\_\_

and signed of his/her/their own free  
will the attached document  
marked " A "

In witness therof I hereby  
authenticate the signature(s) of

Mr. (Mrs./Miss) YUVAL ELIAS

My own signature and seal this 05/09/00  
the amount of \_\_\_\_\_  
id.

חתימה  
SIGNATURE

אימות חתימה

אני הח"מ יוסף יקוטיאלי,  
עורך-דין ונוטריון  
רח' שושנת הכרמל 8, חיפה,

מאשר כי ביום 05/09/00  
ניצב (ה) לפני במשרדי :

1. מר(ת) יובל אליאס  
שוהותו(ה) הוכחה לי על פי  
ח.ז. מס' 029097334  
דרכונו(ה) מס'  
שניתן מאת משרד הפנים  
ב- ת"א  
ביום 5.11.96

2. מר(ת) (2)  
שוהותו(ה) הוכחה לי על פי  
ח.ז. מס'  
דרכונו(ה) מס'  
שניתן מאת  
ב-  
ביום

וחתם(ה/ו) מרצונו(נה/נס)  
החופשי על המסמך המצורף והמסומן  
באות א'.

ולראיה הנני מאמת את חתימתו(ה)(ם)  
של מר(ת) (ה"ה):

1. יובל אליאס  
2.

בחתימת ידי ובחותמי, היום 05/09/00  
שכר בסך - ש"ח שולם.

חותם ונוטריון  
NOTARY'S SEAL

שושנת הכרמל 8, חיפה 34321  
טל' בביח 04-8373137

יוסף יקוטיאלי, עו"ד ונוטריון  
טל' ופקס 04-8374072

דינה בכר

APOSTILLE

דינה בכר  
DINA BACHAR

DINA BACHAR (Convention de la Haye du 5 Octobre 1961)

1. STATE OF ISRAEL

1. מדינת ישראל

This public document

מסמך ציבורי זה

2. Has been signed by

2. נחתם בידי

Advocate

עו"ד

3. acting in capacity of Notary

3. המכהן בתור נטריון

4. bears the seal/stamp of the above Notary

4. נושא את החותם / החותמת של נטריון הנ"ל

Certified

אושר

5. at the Ministry of Justice, Jerusalem

5. במשרד המשפטים בירושלים

6. by an official appointed by the Minister  
of Justice under the Notaries Law, 1976

6. על ידי מי שמונה בידי שר המשפטים לפי חוק  
הנטריונים, תשל"ו-1976

7. Serial number

7. מס' סידורי

8. Seal/Stamp

8. החותם / החותמת

9. Signature

9. חתימה

10. Date

10. ביום



דינה בכר  
DINA BACHAR

26. 09. 2000

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**ASSIGNMENT AGREEMENT**

This Agreement is by and between Dr. Dorit Arad, who resides at 16901 Park Hill Drive, Dallas, Texas 75248 and Mr. Yuval Elias, who resides at 4A Naomi Street, Haifa 34405, Israel.

WHEREAS, Dr. Dorit Arad ("Dr. Arad") was the principal investigator for a research project designed to identify and synthesize compounds that effect Cysteine Protease, and wherein the fruits of such research project resulted in an invention(s) wherein Dr. Arad is the primary inventor for all patent applications entitled "Modulators of Cysteine Protease" (a list of the "Modulators of Cysteine Protease" Applications are provided at Exhibit A); and

WHEREAS, Mr. Yuval Elias was a Master's Degree candidate studying under Dr. Arad at the time of the above described research project wherein Mr. Elias is named as an inventor in the patent applications entitled "Modulators of Cysteine Protease" identified at Exhibit A;

WHEREAS, Mr. Elias desires to assign all of his rights in and to such patent applications entitled "Modulators of Cysteine Protease" and patents resulting therefrom for good and valuable consideration as defined herein;

NOW, THEREFORE, Dr. Dorit Arad (hereinafter "ASSIGNEE") and Mr. Yuval Elias (hereinafter "ASSIGNOR") agree as follows:

(1) For and in consideration as set forth in Paragraphs (5) and (6) of this ASSIGNMENT AGREEMENT, ASSIGNOR sells, assigns and transfers to ASSIGNEE and her successors, assigns and legal representatives the full and exclusive right, title and interest of any and every kind in and to the patent applications entitled "Modulators of Cysteine Protease", which are listed in Exhibit A, and all patents resulting therefrom, and all divisions, continuations, continuations-in-part and extensions thereof, reissues, and substitutions, and hereby authorizes and requests that all issued patents, as they relate to the ASSIGNOR's interest, be issued in the ASSIGNEE.

(2) ASSIGNOR further agrees that he and his executors and legal representatives will make, execute, and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments, powers of attorney and other documents, and will

communicate to the ASSIGNEE, her successors and representatives, all facts known to the ASSIGNOR relating to any improvements, sign all lawful papers, and testify in all legal proceedings, which may be necessary or desirable to more effectually secure and vest title and interest in and with the ASSIGNEE, her successors, assigns, or legal representatives.

(3) ASSIGNOR further warrants that no assignment, sales agreement, or any type of encumbrance has been or will be made or entered into that might conflict with this ASSIGNMENT AGREEMENT.

(4) ASSIGNOR hereby sells and assigns to the ASSIGNEE, his successors, assigns and legal representatives the full and exclusive right, title and interest to the invention(s) disclosed in the patent application(s) (at Exhibit A) throughout the world, including the right to file additional applications and obtain patents, utility models, industrial models and designs for such invention(s) in ASSIGNEE's own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention(s) and all rights to register said invention(s) in appropriate registries; and ASSIGNOR further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in ASSIGNEE, her successors, assigns and legal representatives.

(5) In consideration for the acts performed or to be performed by the ASSIGNOR as enumerated in Paragraphs (1)-(4), the ASSIGNEE agrees to provide the ASSIGNOR One United States of America (hereinafter "U.S.") Dollar (\$1.00) and other good and valuable consideration in the form of a royalty at a rate of 6.0% of any royalty received by the ASSIGNEE (Dr. Arad) for any therapeutic product(s) (hereinafter "product(s)") sold and that are administered to patients and that are premised on claims in any patents that: (a) resulted from the prosecution of any applications listed in Exhibit A and (b) that are licensed or assigned by the ASSIGNEE or her successors, assigns and legal representatives. Royalty payments from the ASSIGNEE to the ASSIGNOR resulting from the above scenario shall continue until either any patents resulting from the prosecution of the applications at Exhibit A expire or are considered to be invalid by a court residing in the country from which such a patent has been granted.

(6) Any royalties to be paid to the ASSIGNOR at the rate set forth in Paragraph (5) shall be calculated according to general accounting principles and initially paid on the first day of December for the first year in which product(s) that are premised on claims in any patents resulting from the prosecution of applications expressed in Exhibit A have been sold. Subsequent royalty payments shall be paid for each following year on December 1 throughout the duration of any such claims from patents resulting from the prosecution of the applications listed in Exhibit A.

Dorit Arad  
Dr. Dorit Arad  
16901 Park Hill Drive  
Dallas, Texas 75248  
United States of America

Date: 8/22/00

Yuval Elias  
Mr. Yuval Elias  
4A Naomi Street, Haifa 34405  
Israel

Date: 5/9/00

Before me, a Notary Public, on this day personally appeared Dr. Dorit Arad, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22 day of August, 2000.



Susan Corona  
Signature  
Printed Name: Susan Corona  
Expires On: 8-14-2002



**EXHIBIT A**

<b>SIDLEY &amp; AUSTIN No.</b>	<b>COUNTRY</b>	<b>APPLICATION No.</b>	<b>FILING DATE</b>
10365/06102	Israel	122591	02/14/97
10365/06203	WIPO	PCT/IL98/00602	12/14/98
10365/06205	Canada	national stage of PCT/IL98/00602	12/14/98
10365/06206	Brazil	PI9813570-8	12/14/98
10365/06207	Japan	2000538682	12/14/98
10365/06208	Mexico	005838	12/14/98
10365/06209	Korea	10-2000-7006504	12/14/98
10365/06210	Australia	15040/99	12/14/98
10365/06211	U.S.	09/555,421	12/14/98
10365/06212	Hong Kong	to be based on Great Britain application from EP 98959127.6	12/14/98
10365/06213	EP	98959127.6	12/14/98